

CLAIM

BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY

May 19, 2026

NOTICE TO CLAIMANT

Claim Against the County, or District Governed by)
the Board of Supervisors, Routing Endorsements,)
and Board Action. All Section references are to)
California Government Codes.)

The copy of this document mailed to you is your notice of the
action taken on your claim by the Board of Supervisors
(Paragraph IV below), given Pursuant to Government Code
Sections 913, 915.2, 915.4. Please note all "Warnings"

RECEIVED
APR 20 2026

AMOUNT: Exceeding \$35,000.00

CLAIMANT: Sonya Barski

ATTORNEY: Kurt W. Dreger

ADDRESS: 1808 Sixth Street
Berkeley, CA 94710

COUNTY COUNSEL
MARTINEZ CALIF.

BY DELIVERY TO COB ON: _____

BY MAIL TO COB POSTMARKED: 4/16/2026

I. FROM: Clerk of the Board of Supervisors

TO: County Counsel

Attached is a copy of the above-noted Claim.

Dated: April 20, 2026

By: [Signature], Deputy

II. FROM: County Counsel

TO: Clerk of the Board of Supervisors

This claim complies substantially with Sections 910 and 910.2.

This claim FAILS to comply substantially with Sections 910 and 910.2, and we are so notifying claimant. The Board cannot act for 15 days (Section 910.8).

Claim is not timely filed. The Clerk should return the claim on the ground that it was filed late and send warning of claimant's right to apply for leave to present a late claim (Section 911.3).

Other: _____

Dated: 4-22-26

By: [Signature], Deputy County Counsel

III. FROM: Clerk of the Board

TO: County Counsel (1)

County Administrator (2)

Claim was returned as untimely with notice to claimant (Section 911.3).

Dated: _____

By: _____, Deputy

IV. STAFF REPORT: By unanimous vote of the Supervisors present:

This claim is rejected in full.

Other: _____

I certify that this is a true and correct copy of the Board's Order entered in its minutes for this date.

Dated: 05/19/26

MONICA NINO, Clerk, By

[Signature]

Deputy Clerk

WARNING (Gov. Code section 913)

Subject to certain exceptions, you have only six (6) months from the date of this notice was personally delivered or deposited in the mail to file a court action on this claim. See Government Code Section 945.6. You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult with an attorney, you should do so immediately.

*For Additional Warning See Reverse Side of This Notice.

AFFIDAVIT OF MAILING

I declare under penalty of perjury that I am now, and at all times herein mentioned, have been a citizen of the United States, over age 18; and that today I deposited in the United States Postal Service in Martinez, California, postage fully prepaid a certified copy of this Board Order and Notice to Claimant, addressed to the claimant or claimant's attorney as shown above.

Dated: 05/19/26

MONICA NINO, Clerk, By

[Signature]

Deputy Clerk

This warning does not apply to claims which are not subject to the California Tort Claims Act, such as actions in inverse condemnation, actions for specific relief such as mandamus or injunction, or Federal Civil Rights claims. The above list is not exhaustive and legal consultation is essential to understand all the separate limitations periods that may apply. The limitations period within which suit must be filed may be shorter or longer depending on the nature of the claim. Consult the specific statutes and cases applicable to your particular claim.

The County of Contra Costa does not waive any of its rights under California Tort Claims Act nor does it waive its rights under the statutes of limitations applicable to actions not subject to the California Tort Claims Act.



April 16, 2026

Clerk of the Board of Supervisors
Contra Costa County
1025 Escobar Street, 1st Floor
Martinez, CA 94553

Re: Notice of Claim – Former County Employee, Sonya Barski.

Dear Clerk:

Below is a Notice of Claim pursuant to the Government Claims Act, California Government Code Section 910, et seq.

CONTENTS OF CLAIM

1. NAMES & ADDRESSES OF CLAIMANT AND PERSON TO BE SENT NOTICES:

Claimant: Sonya Barski, 1945 Contra Costa Blvd., #23562, Pleasant Hill, CA 94523.

Claimant’s Attorney for Notices: Kurt W. Dreger, Kurt W. Dreger Law Office, 1808 Sixth Street, Berkeley, CA 94710, (510) 914-5334, kwdesq@gmail.com.

2. DESCRIPTION OF CLAIM:

a. Application, Screening, and Offer.

July 15, 2025. Ms. Barski applied online for a Mental Health Clinical Specialist position with Contra Costa County (hereafter “COUNTY”) and uploaded her doctorate transcript and received an automated confirmation.

July 31, 2025. Ms. Barski received an email from COUNTY saying that she did not meet the minimum requirements for the job. Ms. Barski replied citing the job posting, which allows for a psychology doctorate to satisfy the

license requirement and identified her accredited clinical psychology doctorate.

August 20, 2025. COUNTY informed Ms. Barski that her uploaded transcript was not legible and that caused the initial rejection.

August 25, 2025. Ms. Barski sent COUNTY a picture of her doctorate degree and a university letter confirming her clinical psychology specialization.

September 5, 2025. Ms. Barski received a Final Results Notice from COUNTY stating she had passed supplemental screening for the position and was placed on the eligible list to await contact.

September 17, 2025. Ms. Barski interviewed with hiring manager Chalene Bianchi.

September 24, 2025. Ms. Barski completed a second interview with Bianchi.

October 3, 2025. Ms. Barski received a verbal offer for the position. She promptly accepted the offer, and she and Bianchi agreed on a December 1, 2025, start date.

October 7–29, 2025. Ms. Barski received a written conditional offer, completed background, fingerprinting, and TB testing. After completing the conditions of the offer, Ms. Barski received an official written offer. Bianchi repeatedly assured Ms. Barski that her licensure was not needed to perform the job. In fact, Bianchi told Ms. Barski that licensure could be pursued after starting, without mentioning any deadline or indicating it was a key aspect of the position. On this assurance, Ms. Barski accepted the written offer by e-signature.

b. Onboarding, Waiver Process, and Supervision Plan.

November 26, 2025. Bianchi texted Ms. Barski about credentialing and COUNTY's Professional Licensing Waiver (PLW) program, saying they could set it up once Ms. Barski started.

December 1, 2025. Ms. Barski starts work. She completed a PLW application in which she disclosed she had already completed the requisite 3,000 hours. Bianchi and Ms. Barski agreed that Ms. Barski would seek an extension of her Registered Psychologist Associate license and work under a licensed psychologist. Relying on this agreement, Ms. Barski immediately resurrected her associate license.

On or around December 3, 2025. Ms. Barski, Bianchi, and Dr. Hanna met to discuss Ms. Barski's supervision while her licensing was pending. Dr. Hanna agreed to fill this role.

c. Disability Disclosure and Adverse Reaction.

December 15, 2025. Bianchi pressed Ms. Barski about “delays in exam registration.” Ms. Barski responded and disclosed she has been diagnosed with ADHD. Ms. Barski explained that the examination Board had already approved reasonable accommodations, which included being able to take the licensing exam in a separate room and given extra time to complete the exam. Ms. Barski informed Bianchi that such accommodations had to be planned and that she would take the license exam when the testing organization arranged for the accommodations. Bianchi reacted negatively, saying that if Ms. Barski did not pass within 12 months, they would be “back here again,” which confused Ms. Barski given their compliance plan and her intent to test within a year.

d. Termination.

December 22, 2025. Bianchi denied Ms. Barski’s request for a union representative at a meeting and told Ms. Barski, “you cannot do this job.” Bianchi demanded Ms. Barski’s badge and escorted her out of the building.

e. Post-Termination Contact Regarding Appeal.

January 23, 2026. Ms. Barski received a call from Dora Regalado¹. Regalado requested that Ms. Barski drop her Merit Board appeal. Regalado offered to change Ms. Barski’s termination status to “resigned during probation” if she dropped the appeal, stating the Board may or may not make that change, and said it would save her time from having to attend Merit Board meetings. Regalado also told Ms. Barski that COUNTY employee supervisors often make mistakes and have little training about personnel matters, job requirements, or exceptions, implying that Bianchi firing Ms. Barski was unlawful given the circumstances.

¹ Ms. Barski has since learned that Dora Regalado was at the time and may still be COUNTY’s Personnel/Payroll Director for Contra Costa Health organization.

3. THEORIES OF RECOVERY.

a. Promissory Estoppel.

COUNTY, through hiring manager Bianchi, made clear and repeated assurances that licensure was not required to begin performing the Mental Health Clinical Specialist job and that Ms. Barski could pursue licensure after starting without any deadline.

In reliance, Ms. Barski accepted COUNTY's written offer, completed onboarding steps, and commenced employment on December 1, 2025. Ms. Barski left a good job for this one.

b. Breach of the Covenant of Good Faith and Fair Dealing.

COUNTY, through its employee Bianchi, assured Ms. Barski she could hold the position without a license because of its written exception policy whereby a PsyD in Psychology can be used in lieu of licensure. Also, despite the parties' agreed plan—including supervision by Dr. Betsie Hanna and Ms. Barski agreeing to resurrect her registered associate license—Bianchi abruptly fired Ms. Barski.

c. Disability Discrimination under FEHA.

On or around December 15, 2025, Ms. Barski disclosed to Bianchi she had ADHD, a recognized disability, and had been afforded reasonable testing accommodations for the licensing exam by the California Board of Psychology. Such reasonable accommodations included taking the test in a separate room and having extra time to complete the examination. As the direct result of these accommodations, the scheduling of the exam required extra effort and time. Bianchi did not want to wait for extra time it would take to schedule the exam and instead opted to terminate Ms. Barski shortly thereafter.

No one from COUNTY discussed her disability or acknowledged her need for exam accommodations, and one week later Ms. Barski was removed from her position. Thus, FEHA required reasonable accommodations were not allotted to Ms. Barski.

d. Wrongful Termination in Violation of Public Policy.

COUNTY removed Ms. Barski from employment on December 22, 2025, shortly after she disclosed a qualifying disability and requested COUNTY support her need to take additional time to achieve her license. Providing reasonable accommodations to employees with disabilities is clearly the public policy in California.

4. PUBLIC EMPLOYEES CAUSING INJURY OR DAMAGE:

Charlene Bianchi (Hiring Manager).

Dora Regalado (Personnel/Payroll Director, Contra Costa Health Plan / Office of the Director of Contra Costa Health).

[Additional involved County departments or employees, if any: to be determined.]

5. WHEN EITHER DOLLAR AMOUNT OR COURT'S JURISDICTION MUST BE SPECIFIED:

It is not yet possible to state the amount of the claim because it is not known how Ms. Barski's earnings, benefits, and career trajectory will be affected, nor the full extent of her emotional distress. The emotional distress damages are anticipated to exceed \$250,000. [Attorneys' fees and costs are recoverable under applicable statutes.].

This case would be an unlimited civil case exceeding \$35,000 in damages.

6. DATE, PLACE, AND OTHER CIRCUMSTANCES OF THE OCCURRENCE OR TRANSACTION:

Key events occurred in Contra Costa County, California, including application and hiring communications from July–November 2025, Ms. Barski's start of employment on December 1, 2025, disability disclosure and negative reaction around December 15, 2025, and termination from her position on December 22, 2025.

7. GENERAL DAMAGES, SPECIAL DAMAGES, AND OTHER LOSSES:

- General damages: emotional distress, humiliation, anxiety, and loss of professional reputation. [Amounts to be determined.]
- Special damages: past and future wage loss, loss of benefits, costs associated with licensure and testing, and other out-of-pocket losses. [Amounts to be determined.]
- Prejudgment interest as permitted by law. [If applicable.]

This case would be an unlimited civil case exceeding \$35,000 in damages.

CONCLUSION

Please direct all communications regarding this claim to the undersigned. Ms. Barski is willing to consider an appropriate resolution. If you wish to discuss settlement, please contact counsel.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kurt W. Dreger', with a long horizontal stroke extending to the right.

Kurt W. Dreger

Attorney for Claimant, Sonya Barski

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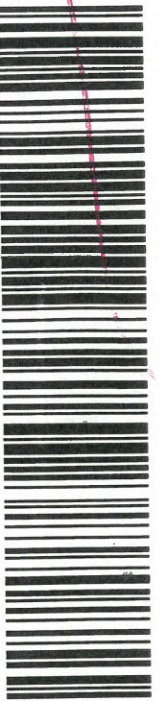
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EXPECTED DELIVERY DAY: 04/18/26

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Clerk of the Board of Supervisors
Contra Costa County
1025 Escobar Street, Floor 1
Martinez, CA 94553

EP14H February 2024 Outer Dimension: 10 x 5