

1 375 (emphasis in original). He has provided no affidavit or medical records documenting his medical
2 problems, nor has he shown that he has been unable to obtain medical care in the two years
3 following his separation from the city. For example, such coverage may have been provided through
4 COBRA, private payment, or coverage through a subsequent employer.

5 Second, inasmuch as the plaintiff is now alleging that termination of his insurance coverage
6 was retaliatory, the plaintiff is unable to show that he has exhausted the mandatory administrative
7 remedies available to him,¹ leaving this court without jurisdiction to hear the merits of his claim. *See*
8 *Green v. Los Angeles County Superintendent of Schools*, 883 F.2d 1472 (9th Cir. 1989) (holding that
9 alleged discrimination occurring post-termination was not administratively exhausted).

10 Accordingly,

11 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the plaintiff's motion for
12 injunctive relief and preliminary injunction (doc. #35) is DENIED without prejudice.

13 DATED December 1, 2010.

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15 
16 **UNITED STATES DISTRICT JUDGE**

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27 ¹ As the defendant notes, the plaintiff's only surviving federal claim in this matter relates to
28 discrimination under the Americans with Disabilities Act, and not retaliation. (Doc. #30).