

1 SEMNAR & HARTMAN, LLP
2 Babak Semnar, Esq. (SBN 224890)
3 Jared M. Hartman, Esq. (SBN 254860)
4 Laurel N. Holmes (SBN 308515)
5 41707 Winchester Road, Suite 201
6 Temecula, CA 92590
7 (951) 293-4187 Telephone
8 (888) 819-8230 Facsimile

9 Attorneys for PLAINTIFF,
10 GARY HUDDLESTON

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

OCT 29 2018

J. PRENDERGAST

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **IN AND FOR THE COUNTY OF RIVERSIDE**

13 GARY HUDDLESTON, an individual,
14 PLAINTIFF,

15 vs.

16 PIPELINE CARRIERS, INC., a California
17 corporation, and DOES 1-20,

18 Defendants

Case No.: MCC 1801252

UNLIMITED JURISDICTION

**COMPLAINT FOR DAMAGES AND
DEMAND FOR JURY TRIAL:**

1. Disability Discrimination
2. Failure to Accommodate Disability
3. Failure to Engage in a Good Faith Interactive Process
4. Retaliation for Requesting Accommodation
5. Retaliation for Reporting Disability Discrimination
6. Age Discrimination
7. Wrongful Termination in Violation of Public Policy

Over \$25,000

23
24 PLAINTIFF GARY HUDDLESTON (hereinafter "PLAINTIFF") Complains and alleges as
25 follows:

26 1. On information and belief, PLAINTIFF was a resident of the County of Riverside,
27 State of California.

1 2. At all times herein mentioned, Defendant, PIPELINE CARRIERS, INC.
2 (hereinafter "PIPELINE"), was and is a California corporation, maintaining a principal place of
3 business at 3011 N. Laurel Ave. Rialto, CA 92377, and was PLAINTIFF's employer.

4 3. PLAINTIFF is ignorant of the true names and capacities, whether individual,
5 corporate, or associate, of those Defendants fictitiously sued as DOES 1 through 100 inclusive
6 and so the PLAINTIFF sues them by these fictitious names. The PLAINTIFF is informed and
7 believes that each of the DOE Defendants reside in the State of California and are in some
8 manner responsible for the conduct alleged herein. Upon discovering the true names and
9 capacities of these fictitiously named Defendants, the PLAINTIFF will amend this complaint to
10 show the true names and capacities of these fictitiously named Defendants.

11 4. Unless otherwise alleged in this complaint, the PLAINTIFF is informed, and on
12 the basis of that information and belief alleges that at all times herein mentioned, each of the
13 remaining co-Defendants, in doing the things hereinafter alleged, were acting within the course,
14 scope and under the authority of their agency, employment, or representative capacity, with the
15 consent of her/his co-Defendants.

16 5. PLAINTIFF was employed by Pipeline for approximately 18 years as a Driver.

17 6. At all times mentioned below, PLAINTIFF was a member of a protected class as
18 a person with a disability that interfered with his daily living activities, and as an individual fifty-
19 nine (59) years old at the time of the adverse employment actions.

20 7. PLAINTIFF notified Pipeline that he was suffering from a serious medical
21 condition that impacted his daily living activities on or about December 14, 2017.

22 8. PLAINTIFF gave notice and provided medical documentation to support availing
23 himself of protected medical leave under the California Family Rights Act as well as the federal
24 Family Medical Leave Act.

25 9. PLAINTIFF gave notice and provided medical documentation to support
26 providing Pipeline notice of his disability, as well as constituting a request for disability
27 accommodation under the California Fair Employment and Housing Act.
28

1 10. On or about December 14, 2017, PLAINTIFF provided a medical note stating that
2 it was medically necessary for him to remain off work until March 14, 2018 for ongoing
3 diagnosis and treatment.

4 11. On March 13, 2018 PLAINTIFF had a follow up appointment with his healthcare
5 provider, during which it was concluded that PLAINTIFF would have to remain off work until
6 May 14, 2018.

7 12. Mr. Huddleston received no communication from Pipeline while he was out on
8 medical leave, including no request for additional information or documentation.

9 13. On March 28, 2018 Pipeline sent a letter to Mr. Huddleston informing him that
10 the company was terminating his employment for job abandonment, and that Pipeline would
11 consider that Mr. Huddleston had voluntarily quit as on March 26, 2018.

12 14. Pipeline was provided a copy of the medical paperwork confirming that, as of
13 March 13, 2018 and through May 14, 2018, Mr. Huddleston required additional leave due to his
14 disability for continuing diagnostic evaluation and treatment.

15 15. On April 3, 2018, Pipeline confirmed receipt of the additional medical
16 documentation stating PLAINTIFF was expected to return to work as of May 14, 2018.

17 16. On April 6, 2018, Pipeline sent an email confirming that PLAINTIFF was
18 terminated, was not reinstated, and would not be permitted to return to work even after he is
19 medically able to do so.

20 17. Based on information and belief, Pipeline has engaged in the interactive process
21 and provided reasonable accommodation to younger employees.

22 18. Based on information and belief, Pipeline has engaged in the interactive process
23 and provided accommodation for employees with physically observable disabilities.

24 19. PLAINTIFF's disability is not physically visible, but is medically well
25 documented.

26 20. Pipeline refused to engage in the interactive process to determine reasonable
27 accommodation or to provide disability leave as a reasonable accommodation, including sending
28

1 an email stating: "Gary had exhausted his 12-week protected FMLA leave" so "the company can
2 separate and replace his position."

3 21. Pipeline discriminated against Plaintiff by refusing to engage in the interactive
4 process to determine reasonable accommodation and refusing to provide reasonable
5 accommodation in the form of disability leave because of PLAINTIFF's disability and
6 PLAINTIFF's age, by terminating his position and refusing to reinstate his position.

7 22. PLAINTIFF exhausted his administrative remedies under the California Fair
8 Employment and Housing Act by filing a complaint with the Department of Fair Employment
9 and Housing and obtaining a Right to Sue letter from the same.

10 23. Pipeline retaliated against PLAINTIFF for requesting and taking protected
11 medical leave by, including, but not limited to, refusing to engage in the interactive process to
12 determine reasonable accommodation, failing to provide reasonable accommodation, and
13 terminating PLAINTIFF's position.

14 24. Pipeline retaliated against PLAINTIFF for requesting disability accommodation
15 by terminating his position and refusing to reinstate his position as required.

16 25. As a result of being subjected to discrimination and retaliation by Pipeline,
17 including but not limited to his termination of employment, PLAINTIFF suffered severe
18 emotional injuries due to the conduct of Defendants.

19 26. Further, as a result of all of the foregoing and following actions taken towards
20 PLAINTIFF as alleged herein, PLAINTIFF has incurred loss of earnings and benefits in an
21 amount not yet ascertained.

22 First Cause of Action

23 **DISABILITY DISCRIMINATION**

24 [Cal. Gov. Code §12940, et. seq.]

25 (Against Corporate Defendant)

26
27 27. PLAINTIFF re-alleges and incorporates herein the information set forth in
28 Paragraphs 1-26, as though fully set forth and alleged herein.

1 28. This cause of action is based on Defendant's Violation of the Fair Employment
2 and Housing Act, including but not limited to, California Government Code section 12940(a) et
3 al., which prohibits employers from discriminating against employees based on their actual or
4 perceived disability.

5 29. PLAINTIFF has exhausted administrative remedies and obtained a Right to Sue
6 letter from the Department of Fair Employment and Housing.

7 30. Pipeline was on notice of PLAINTIFF's disability, but discriminated against him
8 by refusing to engage in the interactive process to determine reasonable accommodation and
9 refusing to provide reasonable accommodation in the form of disability leave, as well as
10 terminating and refusing to reinstate his position.

11 31. Pipeline supplanted its belief that PLAINTIFF's disability was permanent, more
12 serious, and not reversable or treatable in place of the medical opinions supplied by Plaintiff and
13 his treating medical professionals.

14 32. Pipeline discriminated against PLAINTIFF for having neurological symptoms
15 associated with his disability by implementing more punitive measures, refusing to communicate
16 at all regarding PLAINTIFF's return to work, and refusing to reinstate him when provided with
17 medical documentation of his expected return to work.

18 33. As a direct, foreseeable, and proximate result of the unlawful discriminatory
19 conduct of Defendants, PLAINTIFF has suffered, and continues to suffer severe emotional
20 distress, loss of earnings, loss of medical insurance, incurred medical expenses, loss of
21 employment benefits, loss of opportunity, plus expenses incurred in obtaining substitute
22 employment, all to his damage in a sum within the jurisdiction of this court, to be ascertained
23 according to proof.

24 34. As a result of the grossly reckless, and/or intentional, malicious, and bad faith
25 manner in which Defendants engaged in those acts, as described in this cause of action, by
26 willfully violating those statutes enumerated in this cause of action and terminating PLAINTIFF
27 in violation of the law, PLAINTIFF is entitled to punitive damages against said Defendant in an
28 amount within the jurisdiction of this court, to be ascertained by the fact finder, that is

1 sufficiently high to punish said Defendants, deter them from engaging in such conduct again, and
2 to make an example of them to others.

3 35. PLAINTIFF is informed, believes, and based thereon alleges, that the outrageous
4 conduct of Defendants described above was done with oppression and malice by PLAINTIFF's
5 supervisors and managers, including Defendants, and was ratified by those other individuals who
6 were managing agents of Defendant.

7 36. Furthermore, these unlawful acts were ratified by Defendant, whose managing
8 agents and human resources department approved the termination of PLAINTIFF, and was done
9 with a conscious disregard for PLAINTIFF's rights and with the intent, design and purpose of
10 injuring PLAINTIFF.

11 37. By reason thereof, PLAINTIFF is entitled to punitive or exemplary damages from
12 Defendants for their acts as described in this cause of action in a sum to be determined at the
13 time of trial.

14 38. PLAINTIFF also prays for costs and reasonable attorney fees, as permitted by the
15 Fair Employment and Housing Act for PLAINTIFF's prosecution in this action for the legal
16 violations and code violations described herein.

17 Second Cause of Action

18 **FAILURE TO ACCOMMODATE A DISABILITY**

19 (Against all Defendants)

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21 39. PLAINTIFF re-alleges and incorporates herein the information set forth in
22 paragraphs 1-38 as though fully set forth and alleged herein.

23 40. This cause of action is based on Defendant's Violation of the Fair Employment
24 and Housing Act, including but not limited to, California Government Code section
25 12940(m)(1), which requires employers to provide reasonable accommodation for an employee's
26 physical or mental disabilities.

27 41. California Government Code section 12926(m) & (j) defines physical disability as
28 having any physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss

1 that affects one or more of the following body systems: neurological, [...] and the disability
2 limits an individual's ability to participate in major life activities.

3 42. Moreover, this cause of action is also based upon Government Code section
4 12940 for discriminating against PLAINTIFF on the basis of his disability or perceived disability
5 and failing to provide reasonable accommodation.

6 43. PLAINTIFF has exhausted his administrative remedies under the California Fair
7 Employment and Housing Act and received Notice of Case Closure/Right-to-Sue Letter from the
8 Department of Fair Employment and Housing, allowing the PLAINTIFF to sue Defendants.

9 44. PLAINTIFF's neurological and mental symptoms constituted a disability as
10 defined above in Government Code §12926(m) & (j).

11 45. Defendants were on notice of PLAINTIFF's disability as described above.

12 46. Defendants believed PLAINTIFF to be suffering from a degenerative, age related,
13 or more serious disability than that which plaintiff actually suffered.

14 47. PLAINTIFF requested reasonable accommodation of his disability from
15 Defendant.

16 48. It is well established under California law that providing a definite period of time
17 as a protected leave of absence in excess of the 12-week provision under CFRA is a reasonable
18 accommodation.

19 49. Pipeline refused to extend protected leave beyond 12 weeks, and refused to
20 provide an explanation as to why such a request was unreasonable or an undue hardship.

21 50. Defendants failed to reasonably accommodate PLAINTIFF's disability.

22 51. Defendant failed to provide disability leave as a form of reasonable
23 accommodation.

24 52. As a result of being subjected to Defendants' failure to accommodate,
25 discrimination, termination of employment, and refusal to reinstate, PLAINTIFF suffered
26 emotional distress. Further, as a result of all of the foregoing actions taken towards PLAINTIFF
27 as alleged herein, PLAINTIFF has incurred economic injury, including loss of earnings and
28 benefits in an amount not yet ascertained.

1 53. As a direct, foreseeable, and proximate result of Defendants' conduct,
2 PLAINTIFF has suffered, and continues to suffer, emotional distress, losses in salary, wages, job
3 benefits, health insurance, and other employment benefits which he would have received from
4 Defendants, plus expenses incurred in obtaining substitute employment and not being regularly
5 employed all to his damage in a sum within the jurisdiction of this Court, to be ascertained
6 according to proof.

7 54. The grossly reckless, careless, negligent, oppressive, and/or intentional,
8 malicious, and bad faith manner in which Defendants engaged in those acts as described in this
9 cause of action entitle PLAINTIFF to punitive damages against Defendants in an amount within
10 the jurisdiction of this Court, to be ascertained by the fact finder, that is sufficiently high to
11 punish said Defendants, deter them from engaging in such conduct again, and to make an
12 example of them to others.

13 55. PLAINTIFF is informed and believes and based thereon alleges that the punitive
14 conduct of said Defendants was ratified by those other individuals who were managing agents of
15 said Defendants.

16 56. These unlawful acts were further ratified by Defendants and done with a
17 conscious disregard for PLAINTIFF's rights and with the intent, design and purpose of injuring
18 PLAINTIFF. By reason thereof, PLAINTIFF is entitled to punitive or exemplary damages in
19 this cause of action in a sum to be determined at the time of trial.

20 57. PLAINTIFF also prays for reasonable costs and attorney fees against Defendants,
21 as allowed by California Government Code §12965 and any other applicable statutes for
22 PLAINTIFF's prosecution of this action in reference to the time PLAINTIFF's attorney spends
23 pursuing this cause of action as well as any other applicable statutes.

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1 Third Cause of Action

2 **FAILURE TO ENGAGE IN THE GOOD FAITH INTERACTIVE PROCESS**

3 (Against Corporate Defendant)

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5 58. PLAINTIFF re-alleges and incorporates herein the information set forth in
6 paragraphs 1-57 as though fully set forth at length.

7 59. This cause of action is based on Defendant's Violation of the Fair Employment
8 and Housing Act, including but not limited to California Government Code section 12940(m)(1),
9 which prohibits, among other things, refusing and/or failing to engage in a timely, good faith,
10 interactive process with PLAINTIFF to determine reasonable accommodations for his disability.

11 60. PLAINTIFF has exhausted his administrative remedies under the California Fair
12 Employment and Housing Act and received Notice of Case Closure/Right-to-Sue Letter from the
13 Department of Fair Employment and Housing, allowing the PLAINTIFF to sue Defendants.

14 61. PLAINTIFF's neurological and mental symptoms constituted a disability as
15 defined above in Government Code §12926(m) & (j).

16 62. Defendants were on notice of PLAINTIFF's disability described above.

17 63. Defendants believed PLAINTIFF to be suffering from a degenerative, age related,
18 or more serious disability than that which plaintiff actually suffered.

19 64. Plaintiff requested Disability accommodation, including by providing medical
20 documentation that his disability required time off from work.

21 65. Defendant failed to timely engage in and interactive process to determine
22 reasonable accommodation, including but not limited to, by refusing to contact PLAINTIFF
23 during his leave and properly respond to subsequent requests for leave.

24 66. It is well established under California law that providing a definite period of time
25 as a protected leave of absence in excess of the 12-week provision under CFRA is a reasonable
26 accommodation.

27 67. Defendant refused to extend protected leave beyond 12 weeks, and refused to
28 provide an explanation as to why such a request was unreasonable or an undue hardship.

1 68. Defendant refused to reinstate PLAINTIFF when provided additional medical
2 documentation.

3 69. As a result of being subjected to Defendants' failure to engage in an interactive
4 process to determine reasonable accommodation, including Defendants' retaliation,
5 discrimination, termination of employment, and refusal to reinstate, PLAINTIFF suffered
6 emotional distress.

7 70. Further, as a result of all of the foregoing actions taken towards PLAINTIFF as
8 alleged herein, PLAINTIFF has incurred economic injury, including loss of earnings and benefits
9 in an amount not yet ascertained.

10 71. As a direct, foreseeable, and proximate result of Defendants' conduct,
11 PLAINTIFF has suffered, and continues to suffer, emotional distress, losses in salary, wages, job
12 benefits, health insurance, and other employment benefits which he would have received from
13 Defendants, plus expenses incurred in obtaining substitute employment and not being regularly
14 employed all to his damage in a sum within the jurisdiction of this Court, to be ascertained
15 according to proof.

16 72. The grossly reckless, careless, negligent, oppressive, and/or intentional,
17 malicious, and bad faith manner in which Defendants engaged in those acts as described in this
18 cause of action entitle PLAINTIFF to punitive damages against Defendants in an amount within
19 the jurisdiction of this Court, to be ascertained by the fact finder, that is sufficiently high to
20 punish said Defendants, deter them from engaging in such conduct again, and to make an
21 example of them to others.

22 73. PLAINTIFF is informed and believes and based thereon alleges that the punitive
23 conduct of said Defendants was ratified by those other individuals who were managing agents of
24 said Defendants.

25 74. These unlawful acts were further ratified by Defendants and done with a
26 conscious disregard for PLAINTIFF's rights and with the intent, design and purpose of injuring
27 PLAINTIFF.
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75. By reason thereof, PLAINTIFF is entitled to punitive or exemplary damages in this cause of action in a sum to be determined at the time of trial.

76. PLAINTIFF also prays for reasonable costs and attorney fees against Defendants, as allowed by California Government Code §12965 and any other applicable statutes for PLAINTIFF's prosecution of this action in reference to the time PLAINTIFF's attorney spends pursuing this cause of action as well as any other applicable statutes.

Fourth Cause of Action

RETALIATION FOR REQUESTING DISABILITY ACCOMMODATION

(Against Corporate Defendant)

77. PLAINTIFF re-alleges and incorporates herein the information set forth in paragraphs 1-76 as though fully set forth and alleged herein.

78. This cause of action is based on Defendant's Violation of the Fair Employment and Housing Act, including but not limited to, California Government Code section 12490(m)(2) which prohibits employers from retaliating against employees who make a request for accommodation for their disabilities or who complain of a lack of accommodation for their disabilities; and prohibits employers from retaliating against employees who complain of age or disability discrimination.

79. PLAINTIFF has exhausted his administrative remedies under the California Fair Employment and Housing Act and received Notice of Case Closure/Right-to-Sue Letter from the Department of Fair Employment and Housing, allowing the PLAINTIFF to sue Defendants.

80. Defendants were on notice of PLAINTIFF's disability as described above.

81. PLAINTIFF requested reasonable accommodation of his disability from Defendant.

82. Defendants believed PLAINTIFF to be suffering from a degenerative, age related, or more serious disability than that which plaintiff actually suffered.

83. Defendants, through officers, directors, managing agents, or supervisory employees, retaliated against PLAINTIFF for requesting disability accommodation as described

1 above, through conduct including but not limited to refusing PLAINTIFF's requests for
2 accommodation, failing to communicate with PLAINTIFF during medical leave, failing to
3 provide information regarding his return to work, failing to request additional medical
4 documentation, terminating his position, and refusing to reinstate PLAINTIFF.

5 84. As a result of being subjected to Defendants' failure to accommodate,
6 discrimination, termination of employment, and refusal to reinstate, PLAINTIFF suffered
7 emotional distress.

8 85. Further, as a result of all of the foregoing actions taken towards PLAINTIFF as
9 alleged herein, PLAINTIFF has incurred economic injury, including loss of earnings and benefits
10 in an amount not yet ascertained.

11 86. As a direct, foreseeable, and proximate result of Defendants' conduct,
12 PLAINTIFF has suffered, and continues to suffer, emotional distress, losses in salary, wages, job
13 benefits, health insurance, and other employment benefits which he would have received from
14 Defendants, plus expenses incurred in obtaining substitute employment and not being regularly
15 employed all to his damage in a sum within the jurisdiction of this Court, to be ascertained
16 according to proof.

17 87. The grossly reckless, careless, negligent, oppressive, and/or intentional,
18 malicious, and bad faith manner in which Defendants engaged in those acts as described in this
19 cause of action entitle PLAINTIFF to punitive damages against Defendants in an amount within
20 the jurisdiction of this Court, to be ascertained by the fact finder, that is sufficiently high to
21 punish said Defendants, deter them from engaging in such conduct again, and to make an
22 example of them to others.

23 88. PLAINTIFF is informed and believes and based thereon alleges that the punitive
24 conduct of said Defendants was ratified by those other individuals who were managing agents of
25 said Defendants.

26 89. These unlawful acts were further ratified by Defendants and done with a
27 conscious disregard for PLAINTIFF's rights and with the intent, design and purpose of injuring
28

1 PLAINTIFF. By reason thereof, PLAINTIFF is entitled to punitive or exemplary damages in
2 this cause of action in a sum to be determined at the time of trial.

3 90. PLAINTIFF also prays for reasonable costs and attorney fees against Defendants,
4 as allowed by California Government Code §12965 and any other applicable statutes for
5 PLAINTIFF's prosecution of this action in reference to the time PLAINTIFF's attorney spends
6 pursuing this cause of action as well as any other applicable statutes.

7 Fifth Cause of Action

8 **RETALIATION FOR REPORTING DISABILITY DISCRIMINATION**

9 (Against all Defendants)

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11 91. PLAINTIFF re-alleges and incorporates herein the information set forth in
12 paragraphs 1-90 as though fully set forth and alleged herein.

13 92. This cause of action is based on Defendant's Violation of the Fair Employment
14 and Housing Act, including but not limited to, California Government Code section 12940(h)
15 which prohibits employers from retaliating against employees who report or resist disability
16 discrimination.

17 93. PLAINTIFF has exhausted his administrative remedies under the California Fair
18 Employment and Housing Act and received Notice of Case Closure/Right-to-Sue Letter from the
19 Department of Fair Employment and Housing, allowing the PLAINTIFF to sue Defendants.

20 94. Defendants were on notice of PLAINTIFF's disability as described above.

21 95. PLAINTIFF requested reasonable accommodation of his disability from
22 Defendant.

23 96. PLAINTIFF reported to Defendant that their termination of his position due to his
24 disability was unlawful.

25 97. Defendant failed to reinstate PLAINTIFF's position.

26 98. Defendants, through officers, directors, managing agents, or supervisory
27 employees, retaliated against PLAINTIFF for reporting disability discrimination, as described
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1 above, through conduct including but not limited to failing to request additional medical
2 documentation, affirming their termination of his position, and refusing to reinstate PLAINTIFF.

3 99. As a result of being subjected to Defendants' failure to accommodate,
4 discrimination, termination of employment, and refusal to reinstate, PLAINTIFF suffered
5 emotional distress.

6 100. Further, as a result of all of the foregoing actions taken towards PLAINTIFF as
7 alleged herein, PLAINTIFF has incurred economic injury, including loss of earnings and benefits
8 in an amount not yet ascertained.

9 101. As a direct, foreseeable, and proximate result of Defendants' conduct,
10 PLAINTIFF has suffered, and continues to suffer, emotional distress, losses in salary, wages, job
11 benefits, health insurance, and other employment benefits which he would have received from
12 Defendants, plus expenses incurred in obtaining substitute employment and not being regularly
13 employed all to his damage in a sum within the jurisdiction of this Court, to be ascertained
14 according to proof.

15 102. The grossly reckless, careless, negligent, oppressive, and/or intentional,
16 malicious, and bad faith manner in which Defendants engaged in those acts as described in this
17 cause of action entitle PLAINTIFF to punitive damages against Defendants in an amount within
18 the jurisdiction of this Court, to be ascertained by the fact finder, that is sufficiently high to
19 punish said Defendants, deter them from engaging in such conduct again, and to make an
20 example of them to others.

21 103. PLAINTIFF is informed and believes and based thereon alleges that the punitive
22 conduct of said Defendants was ratified by those other individuals who were managing agents of
23 said Defendants.

24 104. These unlawful acts were further ratified by Defendants and done with a
25 conscious disregard for PLAINTIFF's rights and with the intent, design and purpose of injuring
26 PLAINTIFF.

27 105. By reason thereof, PLAINTIFF is entitled to punitive or exemplary damages in
28 this cause of action in a sum to be determined at the time of trial.

106. PLAINTIFF also prays for reasonable costs and attorney fees against Defendants, as allowed by California Government Code §12965 and any other applicable statutes for PLAINTIFF's prosecution of this action in reference to the time PLAINTIFF's attorney spends pursuing this cause of action as well as any other applicable statutes.

Sixth Cause of Action

AGE DISCRIMINATION

(Against Corporate Defendant)

107. PLAINTIFF re-alleges and incorporates herein the information set forth in Paragraphs 1-106 as though fully set forth and alleged herein.

108. This cause of action is based on Defendant's Violation of the Fair Employment and Housing Act, including but not limited to California Government Code section 12940(a) et al., which prohibits employers from discriminating against employees based on their age.

109. PLAINTIFF has exhausted his administrative remedies under the California Fair Employment and Housing Act and received Notice of Case Closure/Right-to-Sue Letter from the Department of Fair Employment and Housing, allowing the PLAINTIFF to sue Defendants.

110. Plaintiff was fifty-nine (59) years old when Defendant terminated his position.

111. Defendant was on notice of PLAINTIFF's age and discriminated against him by refusing to engage in the interactive process to determine reasonable accommodation and refusing to provide reasonable accommodation in the form of disability leave, as well as terminating and refusing to reinstate his position.

112. Pipeline supplanted its belief that PLAINTIFF's disability was permanent, more serious, and not reversible or treatable in place of the medical opinions supplied by Plaintiff and his treating medical professionals. Pipeline discriminated against PLAINTIFF for having neurological symptoms associated with his disability by implementing more punitive measures, refusing to communicate at all regarding PLAINTIFF's return to work, and refusing to reinstate him when provided with medical documentation of his expected return to work.

1 113. Defendants violated California Government Code Section 12940, et seq. by doing
2 the above described acts, including but not limited to terminating Plaintiffs position, due to
3 plaintiff's age.

4 114. As a result of being subjected to Defendants' discrimination due to PLAINTIFF's
5 age, termination of employment due to his age, and refusal to reinstate due to his age,
6 PLAINTIFF suffered emotional distress.

7 115. Further, as a result of all of the foregoing actions taken towards PLAINTIFF as
8 alleged herein, PLAINTIFF has incurred economic injury, including loss of earnings and benefits
9 in an amount not yet ascertained.

10 116. As a direct, foreseeable, and proximate result of Defendants' conduct,
11 PLAINTIFF has suffered, and continues to suffer, emotional distress, losses in salary, wages, job
12 benefits, health insurance, and other employment benefits which he would have received from
13 Defendants, plus expenses incurred in obtaining substitute employment and not being regularly
14 employed all to his damage in a sum within the jurisdiction of this Court, to be ascertained
15 according to proof.

16 117. The grossly reckless, careless, negligent, oppressive, and/or intentional,
17 malicious, and bad faith manner in which Defendants engaged in those acts as described in this
18 cause of action entitle PLAINTIFF to punitive damages against Defendants in an amount within
19 the jurisdiction of this Court, to be ascertained by the fact finder, that is sufficiently high to
20 punish said Defendants, deter them from engaging in such conduct again, and to make an
21 example of them to others.

22 118. PLAINTIFF is informed and believes and based thereon alleges that the punitive
23 conduct of said Defendants was ratified by those other individuals who were managing agents of
24 said Defendants.

25 119. These unlawful acts were further ratified by Defendants and done with a
26 conscious disregard for PLAINTIFF's rights and with the intent, design and purpose of injuring
27 PLAINTIFF.
28

120. By reason thereof, PLAINTIFF is entitled to punitive or exemplary damages in this cause of action in a sum to be determined at the time of trial.

121. PLAINTIFF also prays for reasonable costs and attorney fees against Defendants, as allowed by California Government Code §12965 and any other applicable statutes for PLAINTIFF's prosecution of this action in reference to the time PLAINTIFF's attorney spends pursuing this cause of action as well as any other applicable statutes.

Seventh Cause of Action

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

(Against Corporate Defendant)

122. PLAINTIFF re-alleges and incorporates herein the information set forth in paragraphs 1-121 as though fully set forth and alleged herein.

123. "[W]hen an employer's discharge of an employee violates fundamental principles of public policy, the discharged employee may maintain a tort action and recover damages traditionally available in such actions." *Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167, 170.

124. This cause of action is based on defendant's violations of the California Family Rights Act, including but not limited to California Government Code section 12945.2(I) which prohibits employers from retaliating against employees who take, or make a request for, protected medical leave.

125. PLAINTIFF has exhausted his administrative remedies under the California Fair Employment and Housing Act and received Notice of Case Closure/Right-to-Sue Letter from the Department of Fair Employment and Housing, allowing the PLAINTIFF to sue Defendants.

126. California has a strong public policy interest in assuring that employees are allowed to utilize and access their rights to protected medical leave under the California Family Right Act (CFRA) without retaliation for so doing.

127. CFRA provides employees who meet certain criteria, as PLAINTIFF did, to utilize protected medical leave for the diagnosis and treatment of serious medical conditions.

1 PLAINTIFF's neurological and mental symptoms interfered with his daily activities and
2 constituted a serious medical condition. PLAINTIFF requested, availed himself of protected
3 medical leave from approximately December 14, 2017 through March 14, 2018.

4 128. On or about March 28, 2018 Defendants terminated PLAINTIFF in retaliation for
5 requesting and taking protected medical leave under CFRA.

6 129. PLAINTIFF was employed by Defendants. Defendants knowingly and
7 intentionally terminated PLAINTIFF's employment due to PLAINTIFF's request for protected
8 medical leave and use of protected medical leave.

9 130. As a result of being subjected to Defendants' retaliatory termination and refusal to
10 reinstate, PLAINTIFF suffered emotional distress. Further, as a result of all of the foregoing
11 actions taken towards PLAINTIFF as alleged herein, PLAINTIFF has incurred economic injury,
12 including loss of earnings and benefits in an amount not yet ascertained.

13 131. As a direct, foreseeable, and proximate result of Defendants' conduct,
14 PLAINTIFF has suffered, and continues to suffer, emotional distress, losses in salary, wages, job
15 benefits, health insurance, and other employment benefits which he would have received from
16 Defendants, plus expenses incurred in obtaining substitute employment and not being regularly
17 employed all to his damage in a sum within the jurisdiction of this Court, to be ascertained
18 according to proof.

19 132. The grossly reckless, careless, negligent, oppressive, and/or intentional,
20 malicious, and bad faith manner in which Defendants engaged in those acts as described in this
21 cause of action entitle PLAINTIFF to punitive damages against Defendants in an amount within
22 the jurisdiction of this Court, to be ascertained by the fact finder, that is sufficiently high to
23 punish said Defendants, deter them from engaging in such conduct again, and to make an
24 example of them to others.

25 133. PLAINTIFF is informed and believes and based thereon alleges that the punitive
26 conduct of said Defendants was ratified by those other individuals who were managing agents of
27 said Defendants.

134. These unlawful acts were further ratified by Defendants and done with a conscious disregard for PLAINTIFF's rights and with the intent, design and purpose of injuring PLAINTIFF.

135. By reason thereof, PLAINTIFF is entitled to punitive or exemplary damages in this cause of action in a sum to be determined at the time of trial.

Prayer for Relief

1. The PLAINTIFF is informed, believes, and based thereon, alleges that the outrageous conduct of said Defendants described above were done with oppression and malice by the PLAINTIFF's supervisor and managers and were ratified by those other individuals who were managing agents of said Defendant employers. These unlawful acts were further ratified by the Defendant employers and done with a conscious disregard for the PLAINTIFF's rights and with the intent, design and purpose of injuring the PLAINTIFF. By reason thereof, the PLAINTIFF is entitled to punitive or exemplary damages against said Defendants, and each of them, for their acts as described in this cause of action in a sum to be determined at the time of trial.

2. PLAINTIFF prays for the following relief:

3. For general damages in an amount according to proof, but in excess of the minimum jurisdiction of this court;

4. For special damages in an amount according to proof for PLAINTIFF's loss of past and future earnings, loss of job security and all damages flowing therefrom;

5. For all general and special damages to compensate PLAINTIFF for any medical expenses and suffering and related damages;

6. For punitive damages, as allowed by law, that will sufficiently punish, make an example of, and deter future conduct by Defendants;

7. For all interest as allowed by law;

8. For all costs and disbursements incurred in this suit:

9. For attorneys' fees;

1 10. The PLAINTIFF also prays for reasonable costs and attorney fees, as allowed by
2 FEHA for the PLAINTIFF's prosecution of this action in reference to the FEHA code violations
3 described in this cause of action.

4 11. PLAINTIFF demands a jury trial.

5 12. The amount in controversy exceeds \$25,000.

6 13. For such other and further relief as the Court deems just and proper.
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8 DATED: October 26, 2018

SEMNR & HARTMAN, LLP

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10 By: Jared M. Hartman
11 Jared M. Hartman, Esq.
12 Attorneys for Plaintiff,
13 GARY HUDDLESTON
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