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8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN BERNARDINO, WEST DISTRICT

10 WILLIAM HARRISON

11 Plaintiff,

12 vs.

13 ACME INTERNTIONAL, INC., STARFIRE
14 INDUSTRIES CORPORATION and Does 1
15 through 20, inclusive

16 Defendants

Case No.:

GENERAL CIVIL

**COMPLAINT FOR DAMAGES:
DISABILITY DISCRIMINATION;
TORTIOUS DISCHARGE IN
VIOLATION OF PUBLIC POLICY;
PUNITIVE DAMAGES**

JURY TRIAL DEMANDED

17 **COMES NOW** plaintiff WILLIAM HARRISON and alleges as follows:

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19
20 1. Defendants Doe 1 through Doe 20, inclusive, are sued herein under fictitious names.
21 Their true names and capacities are unknown to plaintiff. When their true names and capacities
22 are ascertained, plaintiff will amend this complaint by inserting their true names and capacities
23 herein. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named
24 defendants is responsible in some manner for the occurrences herein alleged, and that plaintiff's
25 damages as herein alleged were proximately caused by those defendants. Each reference in this
26 complaint to "defendant," "defendants," or a specifically named defendant refers also to all
27 defendants sued under fictitious names.

28 2. Plaintiff is informed and believes, and alleges on the basis of that information and

1 belief, that defendant ACME INTERNTIONAL, INC. is a business entity whose exact form is
2 unknown to plaintiff, doing business in the City of Rancho Cucamonga, County of San
3 Bernardino, State of California.

4 3. Plaintiff is informed and believes, and alleges on the basis of that information and
5 belief, that defendant STARFIRE INDUSTRIES CORPORATION is a business entity whose
6 exact form is unknown to plaintiff, doing business in the City of Rancho Cucamonga, County of
7 San Bernardino, State of California.

8 4. It further is alleged that defendants ACME INTERNTIONAL, INC. and STARFIRE
9 INDUSTRIES CORPORATION together, at all times relevant hereto, constituted an "integrated
10 enterprise" with interrelated operations, common management, centralized control of labor
11 relations, and common ownership and/or financial control.

12 5. It further is alleged that defendants ACME INTERNTIONAL, INC. and STARFIRE
13 INDUSTRIES CORPORATION were at all time relevant hereto, the alter egos of each other
14 such that to affirm the legal separateness of these entities for purposes of the claims presented in
15 this action would lead to an injustice and/or inequitable result.

16 6. At all pertinent times mentioned herein, defendant ACME INTERNTIONAL, INC.
17 regularly employed 5 or more persons, bringing defendant employer within the provisions of
18 §12900 et seq. of the Government Code, which prohibits employers or their agents from
19 discriminating against or harassing employees because they have a disability.

20 7. At all pertinent times mentioned herein, defendant STARFIRE INDUSTRIES
21 CORPORATION regularly employed 5 or more persons, bringing defendant employer within the
22 provisions of §12900 et seq. of the Government Code, which prohibits employers or their agents
23 from discriminating against or harassing employees because they have a disability.

24 8. Plaintiff is informed and believes and thereon alleges that at all times herein mentioned
25 defendants, and each of them, were the agents, servants and employees each of the other, acting
26 within the course and scope of said agency and employment.

27 9. Plaintiff further alleges that the employment relationship that gave rise to the
28 allegations set forth herein was entered into in California, and that the subject of said

1 employment relationship was performed in the City of Rancho Cucamonga, County of San
2 Bernardino.

3 10. During the course of his employment with defendants, plaintiff performed each and
4 every condition and covenant required on his part to be performed pursuant to said employment
5 agreement and in particular was continuously employed by defendants from on or about
6 September 27, 1991, to on or about July 30, 2002.

7
8 **FIRST CAUSE OF ACTION**

9 (Disability Discrimination)

10 11. Plaintiff realleges and incorporates the allegations of Paragraphs 1 through 10 of this
11 complaint, as though fully set forth herein.

12 12. At all times herein mentioned, plaintiff was employed by defendant ACME
13 INTERNTIONAL, INC., and STARFIRE INDUSTRIES CORPORATION who each and
14 together were plaintiff's employer pursuant to 2 Cal. Code Regs. §7286.5(a).

15 13. The laws of the State of California, as declared by its constitution and statutory
16 schemes, prohibit, among other things, employment discrimination and harassment because of
17 disability.

18 14. At all time pertinent herein, plaintiff was employed by defendants as the distribution
19 center manager of defendant's facility in Rancho Cucamonga, California.

20 15. At all times pertinent herein, and during plaintiff's employment with defendants,
21 plaintiff suffered from a diagnosed condition of agoraphobia. This disability at all times
22 pertinent herein limited plaintiff's ability to engage in physical, mental, and social activities, as
23 well as his ability to work.

24 16. Plaintiff's disability as set forth herein also affected his ability to travel, and on
25 occasions made it impossible for him to board a plane. Plaintiff would be harassed by
26 defendants' management on occasions where he was unable to travel.

27 17. On July 16, 2002, plaintiff was unable to board a plane to make a scheduled meeting
28 with defendants' management. His efforts in attempting to board that plane so affected him, that

1 afterwards he needed to be sedated under his doctor's orders.

2 18. Upon learning that he had been unable to board the plane to attend the company
3 meeting, plaintiff was contacted by his job superiors, Otis Jones and Harry Hayes. Mr. Jones
4 was angry at plaintiff for not being able to board the plane to the meeting, and Mr. Hayes
5 suggested to plaintiff that he just "double-up" on his medication and try to board the plane again.
6 Plaintiff chose not to follow Mr. Hayes' dangerous suggestion.

7 19. Rather than choosing to reasonably accommodate plaintiff's disability, defendants
8 instead chose to retaliate against plaintiff. In that regard, and despite that fact that plaintiff has
9 previously received positive performance evaluations during his long tenure with the company,
10 after the incident of July 16, 2002, he began receiving emails from his job superior, Franklin
11 Moore, allegedly documenting work performance deficiencies.

12 20. These communications were completely false, and when confronted by plaintiff, Mr.
13 Moore was forced to admit that he must have received "inaccurate information."

14 21. After failing in its attempts to create a pretext to justify terminating plaintiff,
15 defendants decided to terminate his employment anyway on July 30, 2002, i.e. only 14 days after
16 the incident where plaintiff was unable, due to his documented disability, to board a plane to
17 attend a company meeting.

18 22. Plaintiff alleges that at all times pertinent herein, he was a good employee who
19 performed his work duties in a conscientious and professional manner. Accordingly, it hereby is
20 alleged that defendants had no good cause or justification to discipline plaintiff or terminate his
21 employment, and that his termination was motivated by and was the result of unlawful
22 discrimination by defendants against plaintiff because of his disability.

23 23. After his termination, plaintiff filed a complaint against each of the named defendants
24 with the Department of Fair Employment and Housing and subsequently was issued Right-to-
25 Sue letters. A true and correct copy of said letters is attached hereto, collectively marked as
26 Exhibit "A," and incorporated herein by reference.

27 24. As a direct, foreseeable and proximate result of defendants' wrongful acts, plaintiff has
28 suffered, and continues to suffer, substantial losses of earnings and employment benefits, and has

1 suffered humiliation, embarrassment, mental and emotional distress and discomfort, all to his
2 damage in an amount according to proof.

3 25. Defendants' acts as herein before described were committed maliciously, fraudulently
4 or oppressively with the intent of injuring plaintiff, and/or with a willful and conscious disregard
5 of plaintiff's right to work in an environment free from unlawful discrimination. Because these
6 acts were carried out by officers, directors and/or managing agents of defendants in a despicable,
7 deliberate and intentional manner, plaintiff is entitled to recover punitive damages in a sum
8 sufficient to punish and deter future such conduct.

9 26. Pursuant to Government Code §12965(b) plaintiff requests an award of attorney fees
10 against defendants, and each of them.

11 **SECOND CAUSE OF ACTION**

12 (Tortious Discharge in Violation of Public Policy)

13 27. Plaintiff realleges and incorporates the allegations of Paragraphs 1 through 10 of this
14 complaint as well as plaintiff's First Cause of Action as if set forth fully herein.

15 28. As set forth in the foregoing, on or about July 30, 2002, plaintiff was discharged from
16 his employment with defendants ACME INTERNTIONAL, INC. and STARFIRE
17 INDUSTRIES CORPORATION because of his disability.

18 29. Accordingly, plaintiff alleges that his employment termination was in contravention of
19 the substantial public policy embodied in codes, statues and regulations such as Government
20 Code §12940, subd. (a) and California Code of Regulations, title 2, §7293.5 et seq. which
21 prohibit an employer from discriminating, harassing or retaliating against an employee on the
22 basis of their disability

23 30. As a direct, foreseeable and proximate result of defendants' wrongful acts, plaintiff has
24 suffered, and continues to suffer, substantial losses of earnings and employment benefits, and has
25 suffered humiliation, embarrassment, mental and emotional distress and discomfort, all to his
26 damage in an amount according to proof.

27 31. Defendants' acts as herein before described were committed maliciously, fraudulently
28

1 and oppressively with the intent of injuring plaintiff. Defendants acted with improper and evil
2 motive, and acted with a conscious disregard of plaintiff's right to work in an environment free
3 from retaliation. Because these acts were carried out by officers, directors and/or managing
4 agents of defendants in a despicable, deliberate and intentional manner, plaintiff is entitled to
5 recover punitive damages in a sum sufficient to punish and deter future such conduct

6 **WHEREFORE**, based on the foregoing, plaintiff prays for relief against 34s, and each of
7 them, as follows:

8 **FIRST CAUSE OF ACTION**

9 1. For special damages including lost wages, lost employee benefits, bonuses, vacation
10 benefits, and general damages in an amount in excess of the minimal jurisdictional limits of this
11 court;

12 2. For punitive damages in a sum sufficient to deter;

13 3. For attorney fees as authorized by law;

14 **SECOND CAUSE OF ACTION**

15 4. For special damages including lost wages, lost employee benefits, bonuses, vacation
16 benefits, and general damages in an amount in excess of the minimum jurisdictional limits of this
17 court;

18 5. For punitive damages in a sum sufficient to deter;

19 **AS TO ALL CAUSES OF ACTION**

20 6. For costs of suit incurred;

21 7. For prejudgment interest:

22 8. For such other and further relief as this court may deem just and proper, including
23 attorney fees as authorized by law.

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25 Dated: January 8, 2003

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27 **JAMES W. JOHNSTON**
28 Attorney for Plaintiff,
WILLIAM HARRISON

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Plaintiff hereby demands a jury trial on all issues.

Dated: January 8, 2003

JAMES W. JOHNSTON
Attorney for Plaintiff,
WILLIAM HARRISON