

1 HELMER FRIEDMAN LLP
 2 Andrew H. Friedman, P.C. (SBN 153166)
 3 (afriedman@helmerfriedman.com)
 4 Tanya Smith, Esq. (SBN 290634)
 5 (tsmith@helmerfriedman.com)
 9301 Wilshire Blvd., Suite 609
 Beverly Hills, California 90210
 Tel: (310) 396-7714
 Fax: (310) 396-9215

6 Attorneys for Plaintiff,
 7 ABBAS SIZAR

8
 9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 10 FOR THE COUNTY OF LOS ANGELES - CENTRAL DISTRICT,
 11 STANLEY MOSK COURTHOUSE

12 ABBAS SIZAR, an individual,
 13 Plaintiff,

14 vs.

15 MOTT MACDONALD
 16 HOLDINGS, INC., a corporation
 17 doing business in California; MOTT
 18 MACDONALD GROUP, INC., a
 19 corporation doing business in
 20 California; MOTT MACDONALD,
 21 INC., a corporation doing business in
 22 California; DANIEL TEMPELIS, an
 23 individual, and DOES 1 through 50,
 24 inclusive,
 25 Defendants.

LASC Case No.: 21STCV39343

COMPLAINT FOR DAMAGES:

1. **DISCRIMINATION BASED ON AGE, DISABILITY (ACTUAL, RECORD OF, AND/OR PERCEIVED) & RACE/RELIGION/NATIONAL ORIGIN/ANCESTRY/COLOR (ACTUAL AND/OR PERCEIVED)**
 [Cal. Gov't Code § 12940(a)]
2. **HARASSMENT BASED ON AGE, DISABILITY (ACTUAL, RECORD OF, AND/OR PERCEIVED) & RACE/RELIGION/NATIONAL ORIGIN/ANCESTRY/COLOR (ACTUAL AND/OR PERCEIVED)**
 [Cal. Gov't Code § 12940(j)]
3. **RETALIATION IN VIOLATION OF THE FAIR EMPLOYMENT AND HOUSING ACT**
 [Cal. Gov't Code § 12940(h)]

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4. **RETALIATION FOR EXERCISING RIGHTS PURSUANT TO THE CALIFORNIA FAMILY RIGHTS ACT [Cal. Gov't Code § 12945.2, subdivision (l)]**
5. **RETALIATION IN VIOLATION OF THE LABOR CODE [Cal. Labor Code § 1102.5]**
6. **FAILURE TO TAKE ALL REASONABLE STEPS TO PREVENT DISCRIMINATION AND HARASSMENT [Cal. Gov't Code § 12940(k)]**
7. **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
8. **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
9. **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

DEMAND FOR JURY TRIAL

1 The Plaintiff in this action is ABBAS SIZAR (hereinafter “MR. SIZAR” or
2 “PLAINTIFF”). MR. SIZAR complains and alleges as follows:

3
4 **INTRODUCTION**

5 1. MR. SIZAR is suing Defendants MOTT MACDONALD
6 HOLDINGS, INC., MOTT MACDONALD GROUP, INC., MOTT
7 MACDONALD INC. (hereinafter collectively referred to as “The MOTT
8 MACDONALD DEFENDANTS” or Defendant “COMPANY”) and DANIEL
9 TEMPELIS (Defendant “TEMPELIS”) (hereinafter collectively referred to as
10 “DEFENDANTS”) for discrimination, harassment, and retaliation, among other
11 claims, in violation of California’s Fair Employment and Housing Act and Labor
12 Code.

13 2. MR. SIZAR is a non-white older man.

14 3. MR. SIZAR began his employment with Hatch Mott MacDonald (a
15 predecessor in interest to The MOTT MACDONALD DEFENDANTS) in 2013
16 and progressively climbed the corporate ladder of The MOTT MACDONALD
17 DEFENDANTS through his hard work and received successful written
18 performance reviews and oral assessments even as he saw The MOTT
19 MACDONALD DEFENDANTS repeatedly favor younger white males over more
20 qualified non-white, female, and older employees. For example, Defendant
21 TEMPELIS, MR. SIZAR’s immediate supervisor, fired two senior staff members
22 who both were in their early sixties, one of Chinese origin and the other of Asian
23 Indian descent, and replaced them with younger, less experienced, and less
24 qualified white men. Furthermore, MR. SIZAR is informed and believes and
25 thereon alleges that The MOTT MACDONALD DEFENDANTS fired multiple
26 other non-white, and older employees and replaced them with younger less
27 experienced and less qualified white males.

28 4. In 2018, MR. SIZAR had to take a short medical leave of absence.

1 5. Upon Mr. SIZAR's return to work from his medical leave of absence,
2 DEFENDANTS' attitude and demeanor toward him changed for the negative and
3 it became clear to MR. SIZAR that DEFENDANTS now thought MR. SIZAR was
4 too old and too ill to continue working for DEFENDANTS for much longer.
5 Indeed, Defendant TEMPELIS began to harass MR. SIZAR on the basis of his age,
6 disability, and medical condition by repeatedly making impermissible inquiries of
7 MR. SIZAR (inquiries prohibited by the California Fair Employment and Housing
8 Act, Title VII, the ADA, the ADEA, the CFRA, the FMLA, and other federal and
9 state laws and regulations) regarding MR. SIZAR's age, disability, and medical
10 condition and and Defendant TEMPELIS began to suggest that MR. SIZAR
11 should retire. For example, Defendant TEMPELIS repeatedly asked MR. SIZAR
12 about:

- 13 A. MR. SIZAR's medical condition.
- 14 B. MR. SIZAR's hospital stay.
- 15 C. MR. SIZAR's medical leave.
- 16 D. MR. SIZAR's overall health.
- 17 E. Whether MR. SIZAR thought he (MR. SIZAR) might have a
18 reoccurrence of his health condition.
- 19 F. Whether MR. SIZAR might need to take another medical leave of
20 absence.
- 21 G. MR. SIZAR's age.
- 22 H. MR. SIZAR's and retirement plans.

23 6. Next, when MR. SIZAR was interviewing a young white male
24 applicant for employment in a subordinate position to MR. SIZAR, Defendant
25 TEMPELIS bizarrely and secretly interviewed and then hired the young white
26 male into a higher-level position so that the younger white man was, at first, MR.
27 SIZAR's peer instead of MR. SIZAR's subordinate as was originally contemplated.
28 Then, Defendant TEMPELIS promoted the young white man over MR. SIZAR to

1 be MR. SIZAR's superior even though MR. SIZAR had more experience and
2 relevant skills than the younger white man. Once the younger white man was
3 promoted, DEFENDANTS shunned and ostracized MR. SIZAR, giving Mr.
4 SIZAR's work, job duties and responsibilities, and office to the younger white man.
5 Recognizing that the younger white man was not able to perform, DEFENDANTS
6 instructed MR. SIZAR to train the younger white man. And, finally, after the
7 younger white man was fully trained and because MR. SIZAR complained,
8 DEFENDANTS fired MR. SIZAR.

9 10 JURISDICTION AND VENUE

11 7. The Court has personal jurisdiction over the DEFENDANTS because
12 they are residents of and/or doing business in the State of California.

13 8. Venue is proper in this County in accordance with Section 12965(b) of
14 the California Government Code because: (a) the unlawful practices alleged by
15 MR. SIZAR in violation of the California Fair Employment and Housing Act [Cal.
16 Gov't Code §§ 12940, *et seq.*] were committed in this County; (b) the records
17 relevant to the unlawful employment practices alleged by MR. SIZAR are
18 maintained and administered; and (c) but for the alleged unlawful employment
19 practices, MR. SIZAR would be working in this County. In the alternative, venue is
20 also appropriate in this County in accordance with Section 395(a) and Section 395.5
21 of the California Code of Civil Procedure because The MOTT MACDONALD
22 DEFENDANTS and MR. SIZAR contracted to perform their obligations in this
23 County, the contract was entered into in this County, and because the liability,
24 obligation, and breach occurred within this County. Venue is proper in this County
25 in accordance with Section 395(a) of the California Code of Civil Procedure
26 because the DEFENDANTS, or some of them, reside in this County, and the
27 injuries alleged herein occurred in this County.

28 \\

PARTIES

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2 9. MR. SIZAR is an individual who, at all relevant times during the
3 events alleged herein, resided in Los Angeles County, State of California and that
4 he was and is a citizen of California. MR. SIZAR is 64 years old at the time of filing,
5 and is a naturalized U.S. citizen of Asian-Indian and Iranian origin.

6 10. MR. SIZAR is informed and believes, and thereon alleges, that The
7 MOTT MACDONALD DEFENDANTS and DOES 1 through 50, inclusive, and
8 each of them, are, and at all times herein mentioned were, limited liability
9 companies, corporations, or other business entities qualified to and doing business
10 in the State of California. MR. SIZAR is further informed and believes, and
11 thereon alleges, that the principal offices of The MOTT MACDONALD
12 DEFENDANTS are located in the State of California, and that The MOTT
13 MACDONALD DEFENDANTS are and were, at all relevant times mentioned
14 herein, “employer[s]” within the meaning of Sections 12926(d) and 12940(j)(4)(A)
15 of the California Government Code.

16 11. MR. SIZAR is informed and believes, and thereon alleges, that
17 Defendant TEMPELIS is, and at all times herein mentioned, was a citizen of
18 California. Defendant TEMPELIS is approximately 62 years old at the time of
19 filing.

20 12. Defendant TEMPELIS was at all times herein mentioned, a high-level
21 executive of The MOTT MACDONALD DEFENDANTS. MR. SIZAR is
22 informed and believes, and thereon alleges, that Defendant TEMPELIS held the
23 position of Senior Vice President of The MOTT MACDONALD
24 DEFENDANTS. As such, Defendant TEMPELIS at all relevant times herein
25 mentioned, held supervisory authority over MR. SIZAR and was a director, officer,
26 member, and/or managing agent of defendants, and each of them.

27 13. The true names and capacities, whether corporate, associate,
28 individual or otherwise of defendants DOES 1 through 50, inclusive, are unknown

1 to MR. SIZAR, who therefore sue said defendants by such fictitious names. Each
2 of the defendants designated herein as a DOE is negligently or otherwise legally
3 responsible in some manner for the events and happenings herein referred to and
4 caused injuries and damages proximately thereby to PLAINTIFF, and herein
5 alleged. PLAINTIFF will seek leave of Court to amend this Complaint to show
6 their names and capacities when the same have been ascertained.

7 14. At all times mentioned herein, defendants, and each of them, were the
8 agents, representatives, employees, successors, assigns, parents, subsidiaries,
9 and/or affiliates, each of the other, and at all times pertinent hereto were acting
10 within the course and scope of their authority as such agents, representatives,
11 employees, successors, assigns, parents, subsidiaries, and/or affiliates.

12 15. MR. SIZAR is informed and believes, and thereon alleges, that each
13 Defendant named in this Complaint, including DOES 1 through 50, inclusive,
14 knowingly and willfully acted in concert, conspired, and agreed together among
15 themselves and entered into a combination and systemized campaign of activity to,
16 *inter alia*, damage MR. SIZAR and to otherwise consciously and/or recklessly act
17 in derogation of MR. SIZAR's rights, and the trust reposed by MR. SIZAR in each
18 of the Defendants, said acts being negligently and/or intentionally inflicted.

19 16. Said conspiracy, and Defendants' concerted actions, were such that,
20 to the information and belief of MR. SIZAR, and to all appearances, defendants and
21 each of them, represented a unified body so that the actions of one defendant were
22 accomplished in concert with, and with knowledge, ratification, authorization and
23 approval of each of the other defendants.

24 17. MR. SIZAR is informed and believes, and thereon alleges, that The
25 MOTT MACDONALD DEFENDANTS are and/or form a single integrated
26 enterprise in that they have common management, centralized control of labor
27 relations, common ownership and financial control, overlapping employees and
28 interrelated operations such that these entities operated as a single, integrated

1 enterprise with regard to the employment of MR. SIZAR. MR. SIZAR is further
2 informed and believes, and thereon alleges, that The MOTT MACDONALD
3 DEFENDANTS were his joint or co-employers.

4 18. At all times set forth herein, the acts and omissions of each of the
5 DEFENDANTS caused, led and/or contributed to the various acts and omissions
6 of each and all of the other DEFENDANTS, legally causing the injuries as set
7 forth.

8
9 **FACTS COMMON TO ALL CAUSES OF ACTION**

10 19. Mr. SIZAR, who holds MS and BE degrees in electrical engineering,
11 and is a registered Professional Engineer in the State of California and eight other
12 states, has over 35 years of experience in managing rail/transit systems engineering
13 and construction projects. These projects include: train control, communications,
14 traction power, and operations control center systems. His experience includes all
15 aspects of rail/transit systems work such as: conceptual, preliminary, and final
16 designs, construction management, safety certifications, systems integration, and
17 commissioning.

18 20. On or about October 7, 2013, Hatch Mott MacDonald (a predecessor
19 in interest to The MOTT MACDONALD DEFENDANTS) hired MR. SIZAR as
20 a Senior Project Manager (Grade E), relocated him from Philadelphia,
21 Pennsylvania to Seattle, Washington, and assigned him to work on the University
22 Link Systems project for The MOTT MACDONALD DEFENDANTS' client,
23 SOUND TRANSIT.

24 21. MR. SIZAR hit the ground running and quickly satisfied the high
25 expectations expected of him by both The MOTT MACDONALD
26 DEFENDANTS and its client, SOUND TRANSIT. Indeed, in his February 5,
27 2014 Performance Review, MR. SIZAR's supervisors (Paul Heydenrych and Steve
28 Mauss) raved about his performance:

1 Abbas walked into a project with a high
2 client expectation and has taken over the
3 lead of the PM team very successfully.
4 The client is satisfied with Abbas and he
5 has done a very good job of catching up
6 with the issues and concerns on the
7 project. Abbas certainly is an asset to
8 our team and to HMM.

9
10 22. On October 1, 2014, The MOTT MACDONALD DEFENDANTS
11 gave MR. SIZAR another excellent Performance Review recognizing that MR.
12 SIZAR had fully achieved all of his key objectives even while performing services
13 for its client SOUND TRANSIT. The MOTT MACDONALD DEFENDANTS
14 described SOUND TRANSIT internally as one of the Company's "most difficult
15 clients" and the The MOTT MACDONALD DEFENDANTS were particularly
16 pleased at how well MR. SIZAR performed for such a "difficult" client. Indeed,
17 MR. SIZAR's supervisor (Paul Heydenrych) specifically wrote the following praise
18 of MR. SIZAR's performance:

19
20 Abbas has been doing a good job
21 supporting our staff. [SOUND TRANSIT] is
22 not always the easiest of clients and
23 while not willing to pay for it always
24 seems to expect much more than 40
25 hrs/week from our staff and especially
26 Abbas. Abbas has had several additional
27 contracts added to our work and is doing
28 a very good job managing all this work.

1 23. On or about March 20, 2015, in recognition of MR. SIZAR's
2 outstanding work performance and his significant skill-set, The MOTT
3 MACDONALD DEFENDANTS transferred MR. SIZAR to Los Angeles, gave
4 him a nearly twelve percent (12%) raise and relocation costs, assigned him to work
5 on the Los Angeles Metro Regional Rail project, and directed him to begin
6 reporting to Defendant TEMPELIS.

7 24. In or about October 2015, The MOTT MACDONALD
8 DEFENDANTS employed Defendant TEMPELIS in the position of Senior Vice
9 President, South West Division Manager and Tony Purdon in the position of
10 Executive Vice President and Managing Director of the The MOTT
11 MACDONALD DEFENDANTS' West Unit.

12 25. On or about October 16, 2015, The MOTT MACDONALD
13 DEFENDANTS gave MR. SIZAR another excellent Performance Review
14 recognizing that he had fully achieved all of his key objectives. Indeed, MR.
15 SIZAR's supervisor (Defendant TEMPELIS) specifically wrote the following
16 praise of MR. SIZAR's performance:

17
18 Abbas has been a great asset since joining the
19 Regional Connector Team. He has also become a
20 go to person for quick turn arounds and to
21 support other projects around the west.

22
23 Abbas is solid performer. I find him a very
24 good communicator and is more than willing to
25 help when ask. He has supported a variety of
26 pursuits all over the West and is very
27 interested in helping grow the business. Abbas
28

1 is open to variety of assignments and able to
2 work well on a team or lead a team.

3
4 Abbas desires to become an associate with the
5 company and we discussed the process and a few
6 objectives such as becoming involved locally
7 with relevant associations and becoming an
8 active part of our marketing and proposal
9 efforts. I support Abbas' desire to become an
10 associate and will work with him toward this
11 goal.

12
13 26. Beginning in 2016, by which time MR. SIZAR had been employed
14 with The MOTT MACDONALD DEFENDANTS for more than two years, MR.
15 SIZAR let it be known to The MOTT MACDONALD DEFENDANTS (including
16 specifically to Mr. Purdon and Defendant TEMPELIS) that he felt as though he
17 had performed well enough to merit a promotion and that he desired such a
18 promotion. In that regard, MR. SIZAR commenced conversations with Mr. Purdon
19 about being placed on a schedule for promotion to the Corporate Title of Associate
20 and then Corporate Title of Senior Associate. Mr. Purdon agreed and indicated
21 that he (MR. PURDON) would ensure that The MOTT MACDONALD
22 DEFENDANTS placed MR. SIZAR on track for those promotions beginning the
23 following year (*i.e.*, in 2017).

24 27. On or about November 4, 2016, The MOTT MACDONALD
25 DEFENDANTS gave MR. SIZAR another excellent Performance Review
26 recognizing that he had fully achieved all of his key objectives. Indeed, MR.
27 SIZAR's supervisor (Defendant TEMPELIS) specifically wrote the following
28 praise of MR. SIZAR's performance:

1
2 Abbas has taken on a number of PM and
3 Leadership roles for the SWT division and
4 supported a number of projects outside
5 the division. Abbas demonstrates
6 leadership and I can see him playing a
7 stronger role in practice for the entire
8 Unit.

9
10 I see Abbas becoming more engaged in the
11 systems practice and leading our systems
12 team in Los Angeles. We will be
13 organizing our teams into technical
14 groups to better serve our clients
15 locally and across north America. Abbas
16 has the ability to lead our systems team
17 in the division and help with growth of
18 the company.

19
20 Abbas has done an excellent job in
21 supporting us on new pursuit
22 opportunities and taking on a number of
23 miscellaneous project opportunities which
24 he has successfully delivered.

25
26 I will do what I can to support Abbas'
27 promotion and recommendation for
28 Associate within the next year. Both

1 appointments will require Board approval
2 which generally occurs twice a year.

3
4 **28. In addition to his written praise of MR. SIZAR, Defendant**
5 **TEMPELIS regularly orally praised MR. SIZAR saying, among other things, for**
6 **example:**

- 7 • "You deserve an additional one-week paid vacation
8 due to your excellent performance and the excess
9 hours that you work";
- 10 • "Due to your hard work and the hours that you
11 work, you deserve an office rather than a cubicle
12 and I make sure that we move you to an office from
13 the cubicle";
- 14 • "You did a good job establishing and leading a
15 rail systems team for the Division";
- 16 • "You deserve a promotion and I am going to do
17 everything that I can do to get you a promotion."
- 18 • "You should be an Associate of the company and I
19 want you to know that I will be strongly
20 recommending you for Associate."

21 **29. On or about January 1, 2017, The MOTT MACDONALD**
22 **DEFENDANTS, Mr. Purdon, and Defendant TEMPELIS promoted MR. SIZAR**
23 **to the position of Principal Project Manager (Grade F). With this promotion, MR.**
24 **SIZAR was responsible for supervising 5 subordinates.**

25 **30. Later in 2017, The MOTT MACDONALD DEFENDANTS and**
26 **Defendant TEMPELIS rewarded MR. SIZAR for his continued exemplary**
27 **performance by increasing MR. SIZAR's paid vacation by one week and assigning**
28 **him (MR. SIZAR) an office.**

1 31. On or about September 25, 2017, The MOTT MACDONALD
2 DEFENDANTS gave MR. SIZAR another excellent Performance Review
3 recognizing that he had fully achieved all of his key objectives. Indeed, MR.
4 SIZAR's supervisor (Defendant TEMPELIS) specifically wrote the following
5 praise of MR. SIZAR's performance:
6

7 Abbas was recently promoted to Grade F, I
8 understand Abbas is interested in
9 promotion to Vice President and offered
10 shares in Mott MacDonald. I believe Abbas
11 should be considered an Associateship in
12 Mott MacDonald and I will work with the
13 Systems Practice Leadership to put
14 forward his name for consideration.
15

16 32. On or about December 20, 2017, consistent with the promises of Mr.
17 Purdon and MR. SIZAR's continuing exemplary performance, The MOTT
18 MACDONALD DEFENDANTS appointed MR. SIZAR to the Corporate Title of
19 Associate, effective January 1, 2018.

20 33. On or about April 6, 2018, MR. SIZAR was hospitalized and he had to
21 take a Family and Medical Leave of Absence for more than a week due to a serious
22 health condition (*i.e.*, a physical impairment) that limited major life functions.

23 34. On May 7, 2018, MR. SIZAR returned to work from his medical leave
24 of absence.

25 35. Shortly after his return to work from his Family and Medical Leave of
26 Absence, MR. SIZAR noticed that Defendant TEMPELIS began not only treating
27 him (MR. SIZAR) in a different (less favorable) manner but also that Defendant
28 TEMPELIS seemed overly concerned about and strangely inquisitive about MR.

1 SIZAR's health, age, and retirement plans. In this regard, Defendant TEMPELIS
2 began making impermissible inquiries of MR. SIZAR about his (MR. SIZAR's)
3 medical condition and MR. SIZAR's retirement plans. Then, when MR. SIZAR
4 indicated he had no plans to retire, Defendant TEMPELIS reacted skeptically and
5 suggested that MR. SIZAR should consider retirement.

6 36. Defendant TEMPELIS's impermissible inquiries (inquiries prohibited
7 by the California Fair Employment and Housing Act, Title VII, the ADA, the
8 ADEA, the CFRA, the FMLA, and other federal and state laws and regulations)
9 included asking repeated questions to MR. SIZAR about:

- 10 A. MR. SIZAR's medical condition.
- 11 B. MR. SIZAR's hospital stay.
- 12 C. MR. SIZAR's medical leave.
- 13 D. MR. SIZAR's overall health.
- 14 E. Whether MR. SIZAR thought he (MR. SIZAR) might have a
15 reoccurrence of his health condition.
- 16 F. Whether MR. SIZAR might need to take another medical leave of
17 absence.
- 18 G. MR. SIZAR's age.
- 19 H. MR. SIZAR's and retirement plans.

20 37. MR. SIZAR assured Defendant TEMPELIS that he (MR. SIZAR)
21 was able to perform his job duties and responsibilities and that he (MR. SIZAR)
22 had no plans to retire. Indeed, MR. SIZAR specifically informed Defendant
23 TEMPELIS that he (MR. SIZAR) had to work until at least age 75. MR. SIZAR
24 also informed Defendant TEMPELIS that he (MR. SIZAR) recently purchased a
25 condo in Downtown Los Angeles that was only 10 minutes walking distance to The
26 MOTT MACDONALD DEFENDANTS' office to enable him (MR. SIZAR) to
27 dedicate even more time and energy to The MOTT MACDONALD
28 DEFENDANTS' local clients and projects' partners who are mostly located in

1 Downtown Los Angeles. Despite MR. SIZAR's clear expression that he had no
2 intentions of retiring and he needed to work until he was 75 years old, Defendant
3 TEMPELIS pressed MR. SIZAR to re-consider his retirement plans given his
4 (MR. SIZAR's) age and health.

5 38. On or about September 24, 2018, MR. SIZAR met with Defendant
6 TEMPELIS to go over MR. SIZAR's annual review. Instead, Defendant
7 TEMPELIS continued to pester MR. SIZAR with the same impermissible inquiries
8 regarding MR. SIZAR's health and retirement plans. Indeed, although the purpose
9 of the meeting was supposed to be to discuss MR. SIZAR's work performance,
10 Defendant TEMPELIS seemed more focused on and interested in obtaining
11 answers to TEMPELIS' impermissible inquiries and in securing MR. SIZAR's
12 agreement to re-consider his retirement plans given his (MR. SIZAR's) age and
13 health.

14 39. Around this same time in the fall of 2018, MR. SIZAR had an opening
15 on his team for a subordinate employee who would hold the position of Senior
16 Train Control Engineer.

17 40. In December 2018, Glenn Breindel applied for the position. MR.
18 SIZAR interviewed Mr. Breindel and determined that Mr. Breindel was qualified
19 for the position. Mr. Breindel was approximately 50 years old. In interviewing Mr.
20 Breindel and reviewing Mr. Breindel's paperwork, MR. SIZAR noted that Mr.
21 Breindel was less experienced than himself (MR. SIZAR).

22 41. Subsequently, Defendant TEMPELIS interviewed Mr. Breindel.
23 Following this interview, Defendant TEMPELIS oddly and, in violation of
24 standard company policy and practice, excluded MR. SIZAR from the remaining
25 recruiting process for Mr. Breindel.

26 42. On or about December 20, 2018 consistent with Mr. Purdon's
27 promises and MR. SIZAR's ongoing exemplary performance, The MOTT
28

1 MACDONALD DEFENDANTS appointed MR. SIZAR to the Corporate Title of
2 Senior Associate, effective January 1, 2019.

3 43. In January 2019, Defendant TEMPELIS announced that he had hired
4 Mr. Breindel as the Principal Project Manager – the same position held by MR.
5 SIZAR. Defendant TEMPELIS also announced that Mr. Breindel would not be
6 reporting to MR. SIZAR as MR. SIZAR’s subordinate; rather, Mr. Breindel would
7 be reporting directly to Defendant TEMPELIS and not to MR. SIZAR as had been
8 the plan.

9 44. When pressed by MR. SIZAR why Mr. Breindel was being given a
10 higher-level position than the position to which Mr. Breindel applied and why Mr.
11 Breindel would not be reporting to MR. SIZAR as had been planned, Defendant
12 TEMPELIS said “I have big plans for Glenn.”

13 45. After hiring Mr. Breindel, Defendant TEMPELIS not only ordered
14 MR. SIZAR to ensure that Mr. Breindel had sufficient work to stay billable but
15 Defendant TEMPELIS also assigned work to Mr. Breindel that, but for Mr.
16 Breindel’s hiring, would have been performed by MR. SIZAR, such as the Metro
17 Sepulveda Station Systems Communications design. And, Defendant TEMPELIS
18 ordered MR. SIZAR to providing training and support to Mr. Breindel.

19 46. It was readily apparent to MR. SIZAR that Defendant TEMPELIS
20 was grooming the younger Mr. Breindel for a future with The MOTT
21 MACDONALD DEFENDANTS at MR. SIZAR’s expense.

22 47. Out of his depths, Mr. Briendel required the assistance of MR. SIZAR
23 and some of MR. SIZAR’s subordinates to perform his (Mr. Breindel’s) job duties
24 and responsibilities and to train him (Mr. Breindel) on projects like the Metro
25 Sepulveda Station Systems Communications design.

26 48. Notwithstanding the fact that MR. SIZAR had more experience in
27 general and with Metro projects in particular and better qualifications than Mr.
28 Briendel, Defendant TEMPELIS clearly favored Mr. Briendel over MR. SIZAR

1 and began giving Mr. Briendel better assignments and even projects that MR.
2 SIZAR had won for the company, like the Metro Crenshaw LRT Systems
3 Integration task and the Metro Rail Vehicle Bench contract, obviously grooming
4 Mr. Briendel for advancement.

5 49. Sure enough, Defendant TEMPELIS soon circulated draft and then
6 final business plans showing that Mr. Briendel was rapidly assuming more and
7 more authority and responsibilities while MR. SIZAR was slowly being pushed
8 aside.

9 50. From the time that Defendant TEMPELIS hired Mr. Breindel in early
10 2019 through the remainder of the year, Defendant TEMPELIS would not only
11 continue to ask MR. SIZAR impermissible inquiries regarding MR. SIZAR's health
12 and retirement plans but also strongly suggest that MR. SIZAR was too old to work
13 and that he (MR. SIZAR) should retire. Defendant TEMPELIS systematically
14 excluded MR SIZAR from meetings and top-level discussions as well as refusing to
15 sign MR. SIZAR's expense reports and project invoices. It was clear from
16 Defendant TEMPELIS questions, comments, tone, and conduct that Defendant
17 TEMPELIS desired MR. SIZAR to retire or quit.

18 51. On or about December 12, 2019, Defendant TEMPELIS met with
19 MR. SIZAR. During that meeting, Defendant TEMPELIS told MR. SIZAR that he
20 (Defendant TEMPELIS) planned to retire in 2020 when he turned 62 and move to
21 Montana where he had friends and family. Defendant TEMPELIS then again asked
22 MR. SIZAR about his (MR. SIZAR's) retirement plans stating that they were both
23 getting too old to work and that it was time for them to pass on their job duties to
24 younger people. MR. SIZAR told Defendant TEMPELIS that he (MR. SIZAR)
25 had no intention of retiring anytime soon as his wife was 10 years younger than him
26 (MR. SIZAR) and that he (MR. SIZAR) needed to work until age 75 or as long as
27 his health allowed in order to provide decent healthcare and standard of living for
28 them. Defendant TEMPELIS then informed MR. SIZAR that he (MR. SIZAR)

1 would begin reporting to Mr. Breindel and that he (Defendant TEMPELIS)
2 expected MR. SIZAR to give “total support” to Mr. Breindel and ensure that Mr.
3 Breindel succeeded in his new position. In response, MR. SIZAR complained to
4 Defendant TEMPELIS stating that he (MR. SIZAR) was unhappy that Defendant
5 TEMPELIS had systematically reduced his (MR. SIZAR’s) position over the past
6 year in favor of the younger, less qualified Mr. Breindel and that he did not think it
7 was right for The MOTT MACDONALD DEFENDANTS to make him (MR.
8 SIZAR) report to the younger, less qualified Mr. Breindel. MR. SIZAR expressed
9 his concern to Defendant TEMPELIS that age and/or race had played a role in
10 Defendant TEMPELIS’s decisions favoring Mr. Breindel. Defendant TEMPELIS
11 did not deny MR. SIZAR’s concern that age or race played a role in his (Defendant
12 TEMPELIS’) decisions. Nor did Defendant TEMPELIS offer any explanation
13 whatsoever for the systematic reduction in MR. SIZAR’s position and/or The
14 MOTT MACDONALD DEFENDANTSs decision to make MR. SIZAR report to
15 the younger, less qualified Mr. Breindel other than to indicate that Mr. Breindel
16 was the future of the company.

17 52. On or about February 20, 2020, Defendant TEMPELIS instructed
18 MR. SIZAR to empty out his (MR. SIZAR’s) office so that Mr. Breindel could
19 move into it. Shortly thereafter, MR. SIZAR vacated his office and Mr. Breindel
20 moved into it.

21 53. On or about February 27, 2020, MR. SIZAR met with Defendant
22 TEMPELIS’s supervisor – Tony Purdon – who held the position of Executive Vice
23 President, West Unit General Manager with The MOTT MACDONALD
24 DEFENDANTS. During this meeting, MR. SIZAR complained about the manner
25 in which Defendant TEMPELIS had systematically reduced his (MR. SIZAR’s)
26 position and authority over the past year in favor of the younger, less qualified Mr.
27 Breindel and then forced him (MR. SIZAR) to report to Mr. Breindel. Mr. SIZAR
28 also complained that Defendant TEMPELIS had questioned him about his health

1 and retirement, pressured him to retire, and Mr. SIZAR informed Mr. Purdon
2 what he (MR. SIZAR) had previously told Defendant TEMPELIS – *i.e.*, that he
3 (MR. SIZAR) had no intention of retiring anytime soon as his wife was 10 years
4 younger and that he (MR. SIZAR) needed to work until age 75 or as long as his
5 health allowed in order to provide decent healthcare and standard of living for
6 them. In response, Mr. Purdon said that he did not know why Defendant
7 TEMPELIS had systematically reduced MR. SIZAR’s position in favor of Mr.
8 Breindel or decided to make MR. SIZAR report to Mr. Breindel. However, Mr.
9 Purdon said that The MOTT MACDONALD DEFENDANTS need people with
10 MR. SIZAR’s qualifications and expertise for serving current clients and pursuit of
11 future projects. He (Mr. Purdon) told MR. SIZAR that he (Mr. Purdon) would
12 need about a week’s time to talk to a few people and look into the matter and that
13 he would get back to MR. SIZAR. Mr. Purdon never got back to MR. SIZAR;
14 instead, Mr. Purdon began avoiding MR. SIZAR.

15 54. On or about March 19, 2020, The MOTT MACDONALD
16 DEFENDANTS began following the Los Angeles County stay-at-home COVID-19
17 orders and had its employees including MR. SIZAR work from home.

18 55. On March 27, 2020 at the West Unit Weekly All-Hand meeting Skype
19 call Nicholas DeNichilo, The MOTT MACDONALD DEFENDANTS’ President
20 and CEO in North America, told the West Unit staff that The MOTT
21 MACDONALD DEFENDANTS had no near future layoff plan in response to
22 COVID-19 challenges. He (Nicholas DeNichilo) told the audience that, in fact,
23 The MOTT MACDONALD DEFENDANTS was continuing to hire new
24 employees even during the COVID-19 pandemic.

25 56. In a March 31, 2020 email, James Harris The MOTT MACDONALD
26 DEFENDANTS’ Group Managing Director announced the following policies in
27 safeguarding the business in response to COVID-19 challenges:
28

- 1 • "Reducing our payroll costs through pay
2 cuts. Many colleagues will be asked to
3 take a pay cut, with our senior staff
4 taking the largest cuts. Be assured we
5 will minimise the cut we ask you to take.
6 We will also review the situation monthly
7 and reverse these measures just as soon
8 as is possible."
- 9 • "Deferring the payment of 2019
10 performance bonuses to shareholders"
- 11 • "Taking advantage of emergency state
12 support where available"
- 13 • "Cancelling or delaying all non-critical
14 investment"
- 15 • "Encouraging colleagues to take leave
16 during periods when work is light"
- 17 • "Reducing agency staff numbers"

18
19 57. On or about April 2, 2020, MR. SIZAR attempted to log into The
20 MOTT MACDONALD DEFENDANTS' computer system to begin his work as
21 he had each day since the stay-at-home orders began. However, he noticed that the
22 system would not allow him to log on. At that time, MR. SIZAR noticed he had a
23 voicemail from Adrienne Kwong, The MOTT MACDONALD DEFENDANTS'
24 Specialist IV - Human Resources, instructing him to call back. MR. SIZAR called
25 Ms. Kwong who then added Mr. Breindel to the call. Ms. Kwong then stated that
26 The MOTT MACDONALD DEFENDANTS were terminating MR. SIZAR's
27 employment, effective immediately, purportedly due to COVID-19. Ms. Kwong
28 stated that MR. SIZAR should not return to The MOTT MACDONALD

1 DEFENDANTS' office to collect his personal belongings and The MOTT
2 MACDONALD DEFENDANTS would ship MR. SIZAR's personal belongings to
3 MR. SIZAR's home address.

4 58. By firing MR. SIZAR on April 2, 2020, Defendant TEMPELIS
5 deprived MR. SIZAR from the measures company had adopted 3 days earlier on
6 March 31, 2020 for doing business during the COVID-19 stay-at-home order. At
7 the time of his firing MR. SIZAR had accumulated over 105 hours of annual
8 vacation and 8 floater vacation hours for a total of 113 vacation hours. With The
9 MOTT MACDONALD DEFENDANTS' measures adopted on March 31, 2020,
10 Mr. SIZAR could have taken an entire month of vacation without even charging the
11 projects he was managing. Defendant TEMPELIS used the COVID-19 pandemic
12 as a cover to execute the plan he had developed over the previous 18 months to
13 replace MR. SIZAR with a younger, less qualified white male individual.

14 59. Defendant TEMPELIS has similar involvement in firing older non-
15 white male senior staff and replacing them with younger less qualified white males.
16 In 2017, Defendant TEMPELIS fired two other senior staff who both were in their
17 early sixties, one of Chinese origin and the other an Asian Indian, and replaced
18 them with younger less experienced and less qualified white males. MR. SIZAR is
19 informed and believes and thereon alleges that The MOTT MACDONALD
20 DEFENDANTS fired multiple other non-white, and older employees and replaced
21 them with younger less experienced and less qualified white males.

22 60. On or about April 3, 2020, MR. SIZAR received a package from The
23 MOTT MACDONALD DEFENDANTS containing a Separation Agreement
24 offering to pay MR. SIZAR nearly \$9,000.00 if he agreed to waive his legal rights,
25 including any claims that he might have for age discrimination.

26 61. In arranging to drop off MR. SIZAR's personal belongings, Ann
27 Nolan, The MOTT MACDONALD DEFENDANTS' Manager - Facilities and
28 Administration, told MR. SIZAR that he (MR. SIZAR) and an Admin were the

1 only staff out of nearly 85 staff whose employment were terminated from the
2 Division in which MR. SIZAR worked – the South West Division.

3 62. By denying MR. SIZAR access to his old office to gather his personal
4 belongings, MR. SIZAR lost items of financial and sentimental value.

5 63. By firing MR. SIZAR in the midst of a global pandemic and Southern
6 California’s stay-at-home order when access to medical facilities for non-COVID
7 related illnesses was next to impossible, The MOTT MACDONALD
8 DEFENDANTS caused great physical and emotional damages to MR. SIZAR,
9 with no easily available remedies.

10 64. Prior to the filing of this action, MR. SIZAR timely filed a complaint
11 with the Department of Fair Employment and Housing (“DFEH”) alleging that
12 the acts of Defendants, and each of them, established a violation of the Fair
13 Employment and Housing Act, California Government Code Sections 12900, *et*
14 *seq.*, and received the requisite right to sue letters.

15 65. Prior to the filing of this action, MR. SIZAR attempted to resolve his
16 claims with Defendants but they rejected his settlement efforts.

17 66. MR. SIZAR has been generally damaged in an amount within the
18 jurisdictional limits of this Court.

19
20 **FIRST CAUSE OF ACTION**

21 **DISCRIMINATION BASED ON AGE, DISABILITY (ACTUAL, RECORD**
22 **OF, AND/OR PERCEIVED) & RACE/RELIGION/NATIONAL**
23 **ORIGIN/ANCESTRY/COLOR ACTUAL AND/OR PERCEIVED)**

24 **[Cal. Gov’t Code § 12940(a)]**

25 **(Against The MOTT MACDONALD DEFENDANTS and Does 1 through 50,**
26 **inclusive)**

27 67. MR. SIZAR realleges and incorporates by reference paragraphs 1
28 through 66, as though set forth in full.

1 68. As alleged herein and in violation of California Government Code
2 Section 12940(a), defendants, and each of them, because of MR. SIZAR's age,
3 disability (actual, record of, and/or perceived) & race/religion/national
4 origin/ancestry/color actual and/or perceived) and the fact that MR. SIZAR
5 wasn't a younger white male:

- 6 • Denied MR. SIZAR work opportunities, assignments, and
7 promotions;
- 8 • Failed to promote MR. SIZAR.
- 9 • Held MR. SIZAR to higher standards than younger white males;
- 10 • Demoted MR. SIZAR;
- 11 • Discriminated against MR. SIZAR in terms of compensation and other
12 terms, conditions, and privileges of employment;
- 13 • Subjected MR. SIZAR to other adverse employment actions; and
- 14 • Fired MR. SIZAR.

15 69. By the aforesaid acts and omission of defendants, and each of them,
16 MR. SIZAR has been directly and legally caused to suffer actual damages including,
17 but not limited to, loss of earnings and future earning capacity, attorneys' fees,
18 costs of suit, and other pecuniary loss not presently ascertained.

19 70. As a further and legal result of the acts and conduct of defendants, and
20 each of them, as aforesaid, MR. SIZAR has been caused to and did suffer and
21 continues to suffer severe emotional and mental distress, anguish, humiliation,
22 embarrassment, fright, shock, discomfort, anxiety, and related symptoms. The
23 exact nature and extent of said injuries is presently unknown to MR. SIZAR. MR.
24 SIZAR does not know at this time the exact duration or permanence of said
25 injuries, but is informed and believes, and thereon alleges, that some, if not all, of
26 the injuries are reasonably certain to be permanent in character.

27 71. MR. SIZAR is informed and believes, and thereon alleges, that the
28 defendants, and each of them, by engaging in the aforementioned acts and/or in

1 authorizing and/or ratifying such acts, engaged in willful, malicious, intentional,
2 oppressive and despicable conduct, and acted with willful and conscious disregard
3 of the rights, welfare and safety of MR. SIZAR, thereby justifying the award of
4 punitive and exemplary damages in an amount to be determined at trial.

5 72. As a result of defendants' acts and conduct, as alleged herein, MR.
6 SIZAR is entitled to reasonable attorneys' fees and costs of suit as provided in
7 Section 12965(b) of the California Government Code.

8
9 **SECOND CAUSE OF ACTION**

10 **HARASSMENT BASED ON AGE, DISABILITY (ACTUAL, RECORD OF,**
11 **AND/OR PERCEIVED) & RACE/RELIGION/NATIONAL**
12 **ORIGIN/ANCESTRY/COLOR ACTUAL AND/OR PERCEIVED)**

13 **[Cal. Gov't Code § 12940(j)]**

14 **(Against All Defendants and Does 1 through 50, inclusive)**

15 73. MR. SIZAR realleges and incorporates by reference paragraphs 1
16 through 66 and 68, as though set forth in full.

17 74. As alleged herein and in violation of California Government Code
18 Section 12940(j), defendants, and each of them, and/or their agents and
19 employees, subjected MR. SIZAR to harassment based on age, disability (actual,
20 record of, and/or perceived) & race/religion/national origin/ancestry/color actual
21 and/or perceived). Defendants, and their agents and supervisors, actively engaged
22 in, facilitated, fostered, approved of, and knew or should have known of the
23 unlawful harassing conduct, failed to take immediate and appropriate corrective
24 action and otherwise failed to abide by their statutory duty to take all reasonable
25 steps to prevent harassment from occurring. The harassment was sufficiently
26 pervasive or severe as to alter the conditions of MR. SIZAR's employment and to
27 create a hostile, intimidating and/or abusive work environment.

1 75. By the aforesaid acts and omissions of defendants, and each of them,
2 MR. SIZAR has been directly and legally caused to suffer actual damages including,
3 but not limited to, loss of earnings and future earning capacity, attorneys' fees,
4 costs of suit and other pecuniary loss not presently ascertained.

5 76. As a further direct and legal result of the acts and conduct of
6 defendants, and each of them, as aforesaid, MR. SIZAR has been caused to and did
7 suffer and continues to suffer severe emotional and mental distress, anguish,
8 humiliation, embarrassment, fright, shock, discomfort, anxiety, and related
9 symptoms. The exact nature and extent of said injuries is presently unknown to
10 MR. SIZAR. MR. SIZAR does not know at this time the exact duration or
11 permanence of said injuries, but is informed and believes, and thereon alleges, that
12 some, if not at all, of the injuries are reasonably certain to be permanent in
13 character.

14 77. MR. SIZAR is informed and believes, and thereon alleges, that the
15 defendants, and each of them, by engaging in the aforementioned acts and/or in
16 authorizing and/or ratifying such acts, engaged in willful, malicious, intentional,
17 oppressive and despicable conduct, and acted with willful and conscious disregard
18 of the rights, welfare and safety of MR. SIZAR, thereby justifying the award of
19 punitive and exemplary damages in an amount to be determined at trial.

20 78. As a result of defendants' acts and conduct, as alleged herein, MR.
21 SIZAR is entitled to reasonable attorneys' fees and costs of suit as provided in
22 Section 12965(b) of the California Government Code.

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1 **THIRD CAUSE OF ACTION**

2 **RETALIATION IN VIOLATION OF THE FAIR EMPLOYMENT AND**
3 **HOUSING ACT**

4 **[Cal. Gov't Code § 12940(h)]**

5 **(Against The MOTT MACDONALD DEFENDANTS and Does 1 through 50,**
6 **inclusive)**

7 79. MR. SIZAR realleges and incorporates by reference paragraphs 1
8 through 66, 68, and 74, as though fully set forth.

9 80. As alleged herein and in violation of California Government Code
10 Section 12940(h), defendants, and each of them, retaliated against, discharged and
11 otherwise discriminated against MR. SIZAR because he reported, complained
12 about, and otherwise opposed practices forbidden, or which he reasonably
13 suspected to be forbidden, by Sections 12940, *et seq.*, of the California Government
14 Code.

15 81. By the aforesaid acts and omissions of defendants, and each of them,
16 MR. SIZAR has been directly and legally caused to suffer actual damages including,
17 but not limited to, loss of earnings and future earning capacity, attorneys' fees,
18 costs of suit and other pecuniary loss not presently ascertained.

19 82. As a further direct and legal result of the acts and conduct of
20 defendants, and each of them, as aforesaid, MR. SIZAR has been caused to and did
21 suffer and continues to suffer severe emotional and mental distress, anguish,
22 humiliation, embarrassment, fright, shock, discomfort, anxiety, and related
23 symptoms. The exact nature and extent of said injuries is presently unknown to
24 MR. SIZAR. MR. SIZAR does not know at this time the exact duration or
25 permanence of said injuries, but is informed and believes, and thereon alleges, that
26 some, if not all, of the injuries are reasonably certain to be permanent in character.

27 83. MR. SIZAR is informed and believes, and thereon alleges, that the
28 defendants, and each of them, by engaging in the aforementioned acts and/or in

1 authorizing and/or ratifying such acts, engaged in willful, malicious, intentional,
2 oppressive and despicable conduct, and acted with willful and conscious disregard
3 of the rights, welfare and safety of MR. SIZAR, thereby justifying the award of
4 punitive and exemplary damages in an amount to be ascertained at trial.

5 84. As a result of defendants' acts and conduct, as alleged herein, MR.
6 SIZAR is entitled to reasonable attorneys' fees and costs of suit as provided in
7 Section 12965(b) of the California Government Code.

8
9 **FOURTH CAUSE OF ACTION**
10 **RETALIATION FOR EXERCISING RIGHTS PURSUANT TO THE**
11 **CALIFORNIA FAMILY RIGHTS ACT**
12 **(Cal. Gov't Code § 12945.2, subdivision (l))**
13 **(Against The MOTT MACDONALD DEFENDANTS, and Does 1 through**
14 **50, inclusive)**

15 85. MR. SIZAR realleges and incorporates by reference paragraphs 1
16 through 66, 68, 74, and 80, as though set forth in full.

17 86. As alleged herein and in violation of California Government Code
18 §12945.2, subdivision (l), defendants, and each of them, retaliated against,
19 discharged and otherwise discriminated against MR. SIZAR for exercising his right
20 to family care and medical leave pursuant to the California Family Rights Act.

21 87. By the aforesaid acts and omissions of defendants, and each of them,
22 MR. SIZAR has been directly and legally caused to suffer actual damages including,
23 but not limited to, loss of earnings and future earning capacity, attorneys' fees,
24 costs of suit and other pecuniary loss not presently ascertained, for which MR.
25 SIZAR will seek leave to amend when ascertained.

26 88. As a further direct and legal result of the acts and conduct of
27 defendants, and each of them, as aforesaid, MR. SIZAR has been caused to and did
28 suffer and continues to suffer severe emotional and mental distress, anguish,

1 humiliation, embarrassment, fright, shock, pain, discomfort and anxiety. The exact
2 nature and extent of said injuries is presently unknown to MR. SIZAR. MR.
3 SIZAR does not know at this time the exact duration or permanence of said
4 injuries, but is informed and believes and thereon alleges that some if not all of the
5 injuries are reasonably certain to be permanent in character.

6 89. MR. SIZAR is informed and believes and thereon alleges that the
7 defendants, and each them, by engaging in the aforementioned acts and/or in
8 authorizing and/or ratifying such acts, engaged in willful, malicious, intentional,
9 oppressive and despicable conduct, and acted with willful and conscious disregard
10 of the rights, welfare and safety of MR. SIZAR, thereby justifying the award of
11 punitive and exemplary damages in an amount to be determined at trial.

12 90. As a result of defendants' retaliatory and discriminatory acts as alleged
13 herein, MR. SIZAR is entitled to reasonable attorneys' fees and costs of suit as
14 provided in Section 12965(b) of the California Government Code.

15
16 **FIFTH CAUSE OF ACTION**

17 **RETALIATION IN VIOLATION OF THE LABOR CODE**

18 **[Cal. Labor Code § 1102.5]**

19 **(Against The MOTT MACDONALD DEFENDANTS, and Does 1 through**
20 **50, inclusive)**

21 91. MR. SIZAR realleges and incorporates by reference paragraphs 1
22 through 66, 68, 74, 80, and 86, as though set forth in full.

23 92. As alleged herein and in violation of California Labor Code Section
24 1102.5, MR. SIZAR had reasonable cause to believe that defendants, and each of
25 them, were violating state, federal and local laws and regulations prohibiting,
26 among other things, workplace harassment, discrimination, and retaliation,
27 including, but not limited to, Sections 12940 *et seq.*, of the California Government
28 Code; Section 12945.2 of the California Government Code; Article I, Section 8 of

1 the California Constitution; and various other California and federal statutes,
2 regulations, and codes.

3 93. As alleged herein, MR. SIZAR complained about, raised concerns and
4 otherwise disclosed information about said violations, among others, to defendants,
5 including to persons with authority over him and to employees who had the
6 authority to investigate, discover, or correct the violation or noncompliance.

7 94. As alleged herein, and in violation of Sections 1102.5, *et seq.*, of the
8 California Labor Code, defendants disciplined, terminated and otherwise took
9 adverse employment actions against MR. SIZAR in retaliation for engaging in
10 protected activities.

11 95. By the aforesaid acts and omissions of defendants, and each of them,
12 MR. SIZAR has been directly and legally caused to suffer actual damages including,
13 but not limited to, loss of earnings, reliance damages, costs of suit and other
14 pecuniary loss in an amount not presently ascertained, but to be proven at trial.

15 96. As a further direct and legal result of the acts and conduct of
16 defendants, and each of them, as aforesaid, MR. SIZAR has been caused to and did
17 suffer and continues to suffer severe emotional and mental distress, anguish,
18 humiliation, shame, embarrassment, fright, shock, pain, discomfort and anxiety.
19 MR. SIZAR does not know at this time the exact duration or permanence of said
20 injuries, but is informed and believes, and thereon alleges, that some, if not all, of
21 the injuries are reasonably certain to be permanent in character.

22 97. MR. SIZAR is informed and believes and thereon alleges that the
23 defendants, and each of them, by engaging in the aforementioned acts and/or in
24 authorizing and/or ratifying such acts, engaged in willful, malicious, fraudulent,
25 intentional, oppressive, and despicable conduct, and acted with willful and
26 conscious disregard of the rights, welfare and safety of MR. SIZAR, thereby
27 justifying the award of punitive and exemplary damages in an amount to be
28 determined at trial.

1 98. The aforesaid act and omissions of defendants, and each of them,
2 justify the imposition of any and all civil penalties pursuant to Cal. Labor Code §
3 1102.5(f).

4 99. As a result of defendants' conduct as alleged herein, MR. SIZAR is
5 entitled to reasonable attorneys' fees and costs of suit as provided in Section 1102.5
6 of the Labor Code

7 100. As a result of Defendants' conduct as alleged herein, MR. SIZAR is
8 entitled to reasonable attorneys' fees and costs of suit as provided in Section 1021.5
9 of the California Code of Civil Procedure.

10
11 **SIXTH CAUSE OF ACTION**

12 **FAILURE TO TAKE ALL REASONABLE STEPS TO PREVENT**
13 **DISCRIMINATION AND HARASSMENT**

14 **[Cal. Gov't Code § 12940(k)]**

15 **(Against The MOTT MACDONALD DEFENDANTS, and Does 1 through**
16 **50, inclusive)**

17 101. MR. SIZAR realleges and incorporates by reference paragraphs 1
18 through 66, 68, 74, 80, 86, and 92-94 as though set forth in full.

19 102. As alleged herein and in violation of California Government Code
20 Section 12940(k), defendants, and each of them, failed to take all reasonable steps
21 necessary to prevent discrimination and harassment from occurring.

22 103. By the aforesaid acts and omissions of defendants, and each of them,
23 MR. SIZAR has been directly and legally caused to suffer actual damages including,
24 but not limited to, loss of earnings and future earning capacity, attorneys' fees,
25 costs of suit and other pecuniary loss not presently ascertained.

26 104. As a further direct and legal result of the acts and conduct of
27 defendants, and each of them as aforesaid, MR. SIZAR has been caused to and did
28 suffer and continues to suffer severe emotional and mental distress, anguish,

1 humiliation, embarrassment, fright, shock, discomfort, anxiety and related
2 symptoms. The exact nature and extent of said injuries is presently unknown to
3 MR. SIZAR. MR. SIZAR does not know at this time the exact duration or
4 permanence of said injuries, but is informed and believes, and thereon alleges, that
5 some, if not all, of the injuries are reasonably certain to be permanent in character.

6 105. MR. SIZAR is informed and believes, and thereon alleges, that the
7 defendant, and each of them, by engaging in the aforementioned acts and/or in
8 authorizing and/or ratifying such acts, engaged in willful, malicious, intentional,
9 oppressive and despicable conduct, and acted with willful and conscious disregard
10 of the rights, welfare and safety of MR. SIZAR, thereby justifying the award of
11 punitive and exemplary damages in an amount to be ascertained at trial.

12 106. As a result of defendants' act and conduct, as alleged herein, MR.
13 SIZAR is entitled to reasonable attorney' fees and costs of suit as provided in
14 Section 12965(b) of the California Government Code.

15 **SEVENTH CAUSE OF ACTION**

16 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY** 17 **(Against The MOTT MACDONALD DEFENDANTS, and Does 1 through** 18 **50, inclusive)**

19
20 107. MR. SIZAR realleges and incorporates by reference paragraphs 1
21 through 66, 68, 74, 80, 86, 92-94, and 102 as though set forth in full.

22 108. As set forth herein, defendants, and each of them, wrongfully
23 terminated MR. SIZAR's employment in violation of various fundamental public
24 policies of the United States and the State of California. These fundamental public
25 policies are embodied in, *inter alia*, the following California and Federal statutes
26 and codes: Section 12940, *et seq.*, of the California Government Code; Section
27 12945.5 of the California Government Code; Article I, Section 8 of the California
28 Constitution; Sections 51, *et seq.*, of the California Civil Code; Section 1102.5 of

1 the California Labor Code; and various other California and federal statutes,
2 regulations, and codes.

3 109. By the aforesaid acts and omissions of defendants, and each of them,
4 MR. SIZAR has been directly and legally caused to suffer actual damages including,
5 but not limited to, loss of earnings, reliance damages, costs of suit, and other
6 pecuniary loss in an amount not presently ascertained, but to be proven at trial.

7 110. As a further direct and legal result of the acts and conduct of
8 defendants, and each of them, as aforesaid, MR. SIZAR has been caused to and did
9 suffer and continues to suffer severe emotional and mental distress, anguish,
10 humiliation, shame, embarrassment, fright, shock, pain, discomfort and anxiety.
11 MR. SIZAR does not know at this time the exact duration or permanence of said
12 injuries, but is informed and believes, and thereon alleges, that some, if not all, of
13 the injuries are reasonably certain to be permanent in character.

14 111. MR. SIZAR is informed and believes, and thereon alleges, that the
15 defendants, and each of them, by engaging in the aforementioned acts and/or in
16 authorizing and/or ratifying such acts, engaged in willful, malicious, fraudulent,
17 intentional, oppressive, and despicable conduct, and acted with willful and
18 conscious disregard of the rights, welfare and safety of MR. SIZAR, thereby
19 justifying the award of punitive and exemplary damages in an amount to be
20 ascertained at trial.

21 112. As a result of defendants' conduct as alleged herein, MR. SIZAR is
22 entitled to reasonable attorneys' fees and costs of suit as provided in Section 1021.5
23 of the California Code of Civil Procedure.

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EIGHTH CAUSE OF ACTION

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

(Against All Defendants, and Does 1 through 50, inclusive)

113. MR. SIZAR realleges and incorporates by reference paragraphs 1 through 66, 68, 74, 80, 86, 92-94, 102, and 108 as though set forth in full.

114. Defendants' conduct as described above was extreme and outrageous and was done with the intent of causing MR. SIZAR to suffer emotional distress and/or with reckless disregard as to whether MR. SIZAR would suffer emotional distress.

115. By the aforesaid acts and omissions of defendants, as aforesaid, MR. SIZAR has been caused to and did suffer and continues to suffer severe emotional and mental distress, anguish, humiliation, embarrassment, fright, shock, pain, discomfort and anxiety. MR. SIZAR does not know of this time the exact duration or permanence of said injuries, but is informed and believes and thereon alleges that some if not all of the injuries are reasonably certain to be permanent in character.

116. MR. SIZAR is informed and believes and thereon alleges that the defendants, and each of them, by engaging in the aforementioned acts and/or in authorizing and/or ratifying such acts, engaged in willful, malicious, fraudulent, intentional, oppressive and despicable conduct, and acted with willful and conscious disregard of the rights, welfare and safety of MR. SIZAR, thereby justifying the award of punitive and exemplary damages in an amount to be determined at trial.

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1 **NINTH CAUSE OF ACTION**

2 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

3 **(Against All Defendants, and Does 1 through 50, inclusive)**

4 117. MR. SIZAR realleges and incorporates by reference paragraphs 1
5 through 66, 68, 74, 80, 86, 92-94, 102, and 108 as though set forth in full.

6 118. In the alternative, defendants breached their duty of care owed to MR.
7 SIZAR to protect him from foreseeable harm. Defendants' conduct, as alleged
8 above, was done in a careless or negligent manner, without consideration for the
9 effect of such conduct upon MR. SIZAR's emotional well-being.

10 119. By the aforesaid acts and omissions of defendants, and each of them,
11 MR. SIZAR has been directly and legally caused to suffer actual damages including,
12 but not limited to, loss of earnings and future earning capacity, attorneys' fees,
13 costs of suit and other pecuniary loss not presently ascertained.

14 120. As a further direct and legal result of the acts and conduct of
15 defendants, and each of them, as aforesaid, MR. SIZAR has been caused to and did
16 suffer and continues to suffer severe emotional and mental distress, anguish,
17 humiliation, shame, embarrassment, fright, shock, pain, discomfort and anxiety.
18 MR. SIZAR does not know at this time the exact duration or permanence of said
19 injuries, but is informed and believes, and thereon alleges, that some if not all the
20 injuries are reasonably certain to be permanent in character.

21
22 **PRAYER FOR RELIEF**

23
24 **WHEREFORE, Plaintiff ABBAS SIZAR prays for judgment against**
25 **Defendants, and each of them, as follows:**

- 26 1. General damages in an amount to be proved at trial;
27 2. Special damages in an amount to be proved at trial;

- 1 3. Punitive damages in an amount appropriate to punish Defendants and
- 2 to make an example of Defendants to the community;
- 3 4. Penalties;
- 4 5. Reasonable attorneys' fees;
- 5 6. Costs of suit;
- 6 7. Interest;
- 7 8. For such other relief as the Court deems proper.

8
9 Dated: October 26, 2021

HELMER FRIEDMAN LLP

10
11
12 By:



13 Andrew H. Friedman, P.C.
14 Attorneys for Plaintiff,
15 ABBAS SIZAR
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PLAINTIFF'S DEMAND FOR JURY TRIAL

Plaintiff **ABBAS SIZAR** hereby demands a trial by jury.

Dated: October 26, 2021

HELMER FRIEDMAN LLP

By:



Andrew H. Friedman, P.C.
Attorneys for Plaintiff,
ABBAS SIZAR

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