

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Barbara Meiers

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**
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11 DANIEL EBLE,
12
13 Plaintiff,
14 vs.
15 CITY OF LOS ANGELES, a government
16 entity; LOS ANGELES FIRE
17 DEPARTMENT a government entity; and
DOES 1 through 100, inclusive,
18 Defendants.
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CASE NO.: 20STCV22842

COMPLAINT FOR DAMAGES

1. **Failure To Engage In Interactive Process In Violation of FEHA (Cal. Gov't C. §12940(n))**
2. **Failure To Accommodate In Violation of FEHA (Cal. Gov't C. §12940(m));**
3. **Discrimination in Violation of FEHA (Cal. Gov't C. § 12940 et seq.)**
4. **Harassment in Violation of FEHA) (Cal. Gov't C. § 12940 et seq.)**
5. **Retaliation in Violation of FEHA (Cal. Gov't C. § 12940 et seq.)**

JURY TRIAL DEMANDED

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1 COMES NOW Plaintiff, DANIEL EBLE (“Plaintiff”), who hereby demands a trial by jury,
2 and based on information and belief and allege as follows:

3 **THE PARTIES**

- 4 1. At all relevant times herein, Plaintiff DANIEL EBLE (hereinafter “Plaintiff”) was an individual
5 residing in San Bernardino County, State of California.
- 6 2. Plaintiff is informed and believes and thereon alleges that, at all times relevant herein,
7 Defendant CITY OF LOS ANGELES (“City” or “Defendant”) was a public entity violating
8 laws within the State of California in the County of Los Angeles. At all times pertinent herein,
9 Defendant City owned, controlled, and operated the law enforcement agency known as the Los
10 Angeles Fire Department (“LAFD” or “Department”).
- 11 3. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1 through 100,
12 inclusive, and each of them, at all times relevant hereto, were individuals or public, business,
13 and/or other entities whose form is unknown committing torts in and/or engaged in purposeful
14 economic activity within the County of Los Angeles, State of California.
- 15 4. The true names and capacities of the Defendants DOES 1 through 100, and each of them,
16 whether individual, corporate, associate or otherwise, are unknown to Plaintiff at this time, and
17 therefore Plaintiff sues said Defendants by such fictitious names. Plaintiff will file DOE
18 amendments, and/or ask leave of court to amend this Complaint to assert the true names and
19 capacities of these Defendants when they have been ascertained. Plaintiff is informed and
20 believes, and upon such information and belief alleges, that each Defendant herein designated
21 as a DOE was and is in some manner, negligently, wrongfully, or otherwise, responsible and
22 liable to Plaintiff for the injuries and damages hereinafter alleged, and that Plaintiff’s damages
23 as herein alleged were proximately caused by their conduct.
- 24 5. Plaintiff is informed and believes and thereon alleges that, at all times material herein, the
25 Defendants, and each of them, were the agents, servants, or employees, or ostensible agents,
26 servants, and employees of each other Defendant, and as such, were acting within the course
27 and scope of said agency and employment or ostensible agency and employment, except on
28 those occasions when Defendants were acting as principals, in which case, said Defendants,

1 and each of them, were negligent in the selection, hiring, and use of the other Defendants.

2 6. At all times mentioned herein, each of the Defendants was the co-tortfeasor of each of the other
3 Defendants in doing the things hereinafter alleged.

4 7. Plaintiff is further informed and believes that at all times relevant herein, Defendants, and each
5 of them, acted in concert and in furtherance of the interests of each other Defendant. The
6 conduct of each Defendant combined and cooperated with the conduct of each of the remaining
7 Defendants so as to cause the herein described incidents and the resulting injuries and damages
8 to Plaintiffs.

9 **VENUE AND JURISDICTION**

10 8. This Court is the proper court because the wrongful acts that are the subject of this action
11 occurred here, at least one Defendant now resides in its jurisdictional area, and injury to person
12 or damage to personal property occurred in its jurisdictional area.

13 9. Plaintiff DANIEL EBLE has complied with the claim presentation requirement of California
14 Government Code § 945.4 and § 912.4. Plaintiff filed a Complaint with the Department of Fair
15 Employment and Housing on June 18, 2019; Plaintiff received his Right to Sue Letter on June
16 18, 2019. All of which constitutes protected activity under the Fair Employment and Housing
17 Act.

18 **GENERAL ALLEGATIONS**

19 10. At all relevant times to this claim, Plaintiff DANIEL EBLE was a Firefighter II, assigned to
20 Fire Station 37, C Platoon, and/or employee of the Los Angeles Fire Department and was
21 assigned to various battalions within the Los Angeles Fire Department at all times relevant
22 hereto. Plaintiff was qualified for the position he held by reason of his education and training.

23 11. Plaintiff DANIEL EBLE, began his employment with the Los Angeles Fire Department Fire
24 Academy on August 21, 2017. Prior to starting the academy, he had worked for Cole Schaefer
25 ambulance for two and half years as an Emergency Medical Technician and for 1 year as a
26 paramedic. Plaintiff also previously worked as a paid call fire fighter for Running Springs Fire
27 Department. Plaintiff graduated the LAFD Fire Academy on January 4, 2018, which to
28 Plaintiff, was the greatest day in his life becoming a fire fighter and on that same day he

1 proposed marriage to his loving and supportive girlfriend.

2 12. Plaintiff's first probationary station was FS84s. After FS84s, Plaintiff was assigned to FS33s.
3 Immediately upon Plaintiff's arrival at 33s he was the subject of hazing. Plaintiff became
4 nervous from the stress of the incessant hazing from fellow members of 33s threatening him
5 that he needed to perform well on testing or he would be subject to further harassment and
6 negative behavior. Regardless, Plaintiff was able to pass the four-month test/evaluation
7 without having to retest.

8 13. While at 33s, Plaintiff continued to endure unnecessary and stressful harassment. Typical new
9 guy harassment ensued where people made a point of making it clear that claimant was new
10 with questions like, "hey are you the new guy, did you stop at the beach on your way here?..."
11 or when two firefighters walked past him in the middle of a conversation, they circled back
12 stating "hey when you go to a station and someone walks past you introduce yourself you piece
13 of shit fucking rookie!" Plaintiff was asked "[d]o you have thick or thin skin?" And when
14 Plaintiff responded "thick" the firefighter replied "that's a no... you will prob CTS me for
15 saying fuck won't you?" A CTS is a reference to an internal complaint made and then inputted
16 into the "Complaint Tracking System" used by the LAFD. When Plaintiff replied no, the
17 response was "yea right.. we can tell you have thin skin; you will not make it here at 33s,
18 especially coming from a junk station like 84s."

19 14. The conduct as described above continued. By July 2018, Claimant began meeting with the
20 LAFD psychologist. He indicated to the psychologist that he was having trouble sleeping and
21 was being harassed at work and that he dreaded going to work due to the harassment. He also
22 recounted how he is getting treated like this every day and everyone was telling him he should
23 quit. He was worried that if he was trapped in a burning building no one would come and save
24 him. After this meeting, without Plaintiff's knowledge the LAFD psychologist entered a CTS
25 complaint relative to FS33s based on the confidential conversation. Plaintiff was then notified
26 that he was being moved to FS15s from 33s so that he did not receive further harassment.
27 Plaintiff also began taking medication for depression as a result of the treatment he was
28 encountering at work. Plaintiff began seeing a therapist to cope with the situation.

1 15. In late July of 2018, Plaintiff was injured on duty sustaining bronchitis due to smoke inhalation,
2 dehydration, and heat exhaustion as a result of his participation in the fighting of two fires and
3 two drill sessions in one day. Plaintiff was diagnosed with bronchitis due to the smoke
4 inhalation and he stayed home for a few days to rest. Plaintiff was deemed “injured on duty”
5 through August 15, 2018. Plaintiff was eventually able to return to work; although, not at
6 FS15s. He was transferred first to South Bureau to do a 10-hour shift, he was then sent home
7 and told he would be assigned to a new station.

8 16. On August 20, 2018, Plaintiff was assigned to work at FS37s which was significantly further
9 away from his house. He was asked on that first day, “you’re the 33s guy, are you going to get
10 us investigated as well?” meaning Plaintiff’s complaint had been disclosed and was being
11 bantered about throughout the department. He was both stigmatized, harassed, and chastised
12 behind his back based on the statements that were being made to him. At FS37s Plaintiff was
13 forced to endure constantly having his knowledge tested and the subject of intense scrutiny by
14 more senior members of the station. In early September, Claimant was out sick a few days
15 with a doctor’s note. On September 14, 2018, he arrived late to the station because of his lack
16 of sleep. The next day, on September 15, 2018, Plaintiff was agreed to take an overtime shift by
17 the crew because they did not have anyone to come in. Then, from September 20, 2018 to
18 September 23, 2018 plaintiff was out sick again. On September 23, 2018, Plaintiff was called
19 and told that he needed to return to work sick or not.

20 17. Pursuant to the directive to return to work, on September 25, 2018, Plaintiff returned to work
21 still very sick and taking an assortment of medications. He arrived and prepped for drills, did
22 housework, and then threw ladders for over an hour with the other house rookie. Plaintiff was
23 called for a lineup around 1100 hours. During the lineup there was discussion about what was
24 going on in the department. At some point during this discussion Plaintiff was called out for
25 looking like he was dozing off. Plaintiff had been working very intensely in addition to having
26 a lack of sleep and being sick. Plaintiff was yelled at by the Captain II stating “what is wrong
27 with you, this is not normal?!” Plaintiff then explained he was had not been able to get much
28 sleep, had been sick, and was just doing significant labor-intensive work, however he was

1 certainly fit for duty. Immediately and without any good cause, a drug test was initiated by the
2 acting chief against Plaintiff for what can only be described as he was looking tired during
3 lineup.

4 18. Plaintiff complied with the drug test. After complying with orders to take the test, Plaintiff was
5 immediately placed on administrative leave from the LAFD and was instructed to call and
6 check in each morning. Despite numerous requests, Plaintiff has never been provided any
7 information about the results of the drug test.

8 19. On October 5, 2018, while at home Plaintiff was contacted by his union representative and told
9 that two Captains were twenty minutes from his house to retrieve his badge, ID, belt buckle,
10 and to ask him to resign with no reason as to why. Plaintiff refused to resign and was
11 terminated without cause.

12 20. Plaintiff was then told that other members of the LAFD were communicating that he was
13 terminated for failing a drug test, although to this day there has never been any communication
14 that this was the case or what the contents of the drug test revealed.

15 21. The above referenced conduct is evidence of different terms and conditions of employment
16 which are evidence of discrimination, harassment, and retaliation as a result of claimant's
17 disability, having a record of disability, and/or being regarded as disabled, in violation of both
18 state and federal law. It is further evidence of a failure to accommodate and failure to
19 participate in the interactive process related to claimant's disability.

20 22. Based on all of the facts as set forth herein, on an ongoing and continuing basis beginning in or
21 around October 2018 and continuing to the present claimant has been subjected to disability
22 discrimination, harassment, retaliation, failure to accommodate, and a failure to participate in
23 the interactive process a result of his medical condition/disability and medically restricted
24 status. Further, claimant has been discriminated, harassed, and retaliated against as a result of
25 his protected activity in furtherance of his rights in this regard.

26 23. Claimant was unlawfully terminated and not provided any opportunity to request a position that
27 accommodated his medical restrictions or to even participate in the interactive process that
28 took into account his medical condition(s), and/or has been fired from a job in violation of state

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and federal law.

24. Claimant has been wrongfully denied his opportunity to be provided with an adequate position to accommodate his disability and medical accommodations, has been denied the right to an interactive process to asses a reasonable accommodation, and has been retaliated against for his protected activity in advocating for his rights, all in violation of Los Angeles Fire Department internal Rules and the City of Los Angeles Civil Service Rules, the City Charter, and state and federal law.

25. The retaliation, discrimination, and/or other unlawful conduct has caused damage to Plaintiff's professional reputation, his ability to promote, and his ability to work. The retaliation, discrimination, and/or other unlawful conduct has caused him to lose overtime opportunities and pay, has adversely affected his income, his pension, and other benefits that he would have received. The retaliation has adversely affected Claimant's personal health and wellbeing, which may include medical expenses that persist into the future.

26. Despite these requests Plaintiff has been denied any interactive process meeting and has been further denied reasonable accommodations.

27. As a result of the above-mentioned conduct in an ongoing and continuing manner to the present Defendants, and each of them, have acted contrary to law in refusing to agree to Plaintiff's reasonable and lawful requests and/or refusing to provide plaintiff the minimum required under the law including but not limited to a reasonable accommodation meeting. All of the actions as discussed above are evidence of the continuing and ongoing retaliation and discrimination both as to the medical accommodation and disability accommodation requests by Plaintiff as well as motivated and directly in opposition to Plaintiff's exercise of rights in complaining of violations of law by Defendant.

28. As a result of engaging in the protected activities described above, Plaintiff has been retaliated against on a continuing and ongoing basis. Such retaliation is known by all Defendants, throughout the chain of command and the Bureau, and has been carried out and/or ratified by Defendants, and/or Defendants have otherwise failed to take steps to prevent or undo the retaliation, or both. Defendants have created, ratified, condoned, and failed to remedy the

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retaliation.

29. Among other adverse employment actions, Plaintiff has been alienated, shunned, given lesser assignments, had duties and responsibilities taken away, given poor reviews and evaluations, had negative paperwork improperly placed in his file, denied working opportunities, denied overtime opportunities, denied promotions, denied interactive process, denied reasonable accommodation, impermissibly transferred from his position where he could be reasonable accommodated, and removed from his position such that he can never promote or transfer. Plaintiff's career with the LAFD is now over as he has been targeted by the Defendants.

FIRST CAUSE OF ACTION

(BY PLAINTIFF DANIEL EBLE AGAINST ALL DEFENDANTS)

**FAILURE TO ENGAGE IN INTERACTIVE PROCESS IN VIOLATION OF FEHA
(CAL. GOV'T C. § 12940(N))**

30. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the previous paragraphs of this complaint as though fully set forth herein again.

31. At all times herein mentioned, Government Code § 12940(n) was in full force and effect and was binding upon Defendants, and each of them.

32. At all times herein mentioned, Plaintiff was in the protected class of persons, i.e., a person of disabled status. Defendants, and each of them, knew and/or should have known of Plaintiff's disabling physical condition. Plaintiff was terminated from duty without being allowed to request any reasonable accommodation nor was he provided any offer of a reasonable accommodation for his disabling physical condition so that he would be able to perform essential job requirements. Plaintiff was willing to participate, and attempted would participate, in an interactive process to determine whether reasonable accommodation could be made so that he would be able to perform the essential job requirements. Defendants, and each of them, failed and refused to participate in a timely good-faith interactive process with Plaintiff to determine whether reasonable accommodation could be made.

33. As a direct, foreseeable and proximate result of Defendants' discriminatory conduct and failure to act, plaintiff suffered and continues to suffer damages, humiliation, embarrassment, anxiety,

1 mental anguish and emotional distress. Plaintiff was required to and did employ, and will in
2 the future employ, physicians and health care providers to examine, treat and care for plaintiff,
3 and did, and will in the future, incur medical and incidental expenses. The exact amount of
4 such expenses is unknown to plaintiff at this time.

5 34. As a direct, foreseeable and proximate result of the Defendants' harassing conduct, plaintiff
6 suffered and continues to suffer losses in earnings and other employment benefits all to her
7 damage in an amount in excess of the minimum jurisdictional limits of this court, the precise
8 amount of which will be proven at trial.

9 **SECOND CAUSE OF ACTION**

10 **(BY PLAINTIFF DANIEL EBLE AGAINST ALL DEFENDANTS)**

11 **FAILURE TO ACCOMMODATE IN VIOLATION OF FEHA (CAL. GOV'T C. § 12940(M))**

12 35. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the
13 previous paragraphs of this complaint as though fully set forth herein again.

14 36. At all times herein mentioned, Government Code § 12940(m) was in full force and effect and
15 was binding upon Defendants, and each of them.

16 37. At all times herein mentioned, Plaintiff was in the protected class of persons, i.e., a person of
17 disabled status. Defendants, and each of them, knew of Plaintiff's disabling physical condition,
18 and failed to provide Plaintiff with a reasonable accommodation for his disabling physical
19 condition. Defendants, and each of them, refused Plaintiff's requests to accommodate his
20 disabling physical condition.

21 38. As a direct, foreseeable and proximate result of Defendants' discriminatory conduct and failure
22 to act, plaintiff suffered and continues to suffer humiliation, embarrassment, anxiety, mental
23 anguish and emotional distress. Plaintiff was required to and did employ, and will in the future
24 employ, physicians and health care providers to examine, treat and care for plaintiff, and did,
25 and will in the future, incur medical and incidental expenses. The exact amount of such
26 expenses is unknown to plaintiff at this time.

27 39. As a direct, foreseeable and proximate result of the Defendants' harassing conduct, plaintiff
28 suffered and continues to suffer losses in earnings and other employment benefits all to his

1 damage in an amount in excess of the minimum jurisdictional limits of this court, the precise
2 amount of which will be proven at trial.

3 40. As a further legal result of the above-described conduct of Defendants, and each of them,
4 Plaintiff has and will continue to incur attorneys' fees and costs in an amount according to
5 proof.

6 **THIRD CAUSE OF ACTION**

7 **(BY PLAINTIFF DANIEL EBLE AGAINST ALL DEFENDANTS)**

8 **DISCRIMINATION IN VIOLATION OF FEHA, CAL. GOV'T C. §§ 12940, ET SEQ.**

9 41. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the
10 previous paragraphs of this complaint as though fully set forth herein again.

11 42. At all times herein mentioned, Government Code §§ 12940, *et seq.* was in full force and effect
12 and was binding upon Defendants, and each of them.

13 43. At all times herein mentioned, Plaintiff was in the protected class of persons, *i.e.*, a person of
14 disabled status and one who engaged in protected activities contemplated by California
15 Government Code §§ 12940, *et seq.* Plaintiff is informed and believes that Defendants, and
16 each of them, discriminated against Plaintiff based on his disability and for reporting and
17 speaking out against wrongful and discriminatory treatment based on his disability and
18 speaking out against improper conduct, and for generally attempting to protect and secure his
19 rights and the rights of others under the FEHA.

20 44. Commencing in or around January 2018, and continuing to the present, Defendants created and
21 allowed to exist an environment hostile to disabled persons and discriminated against Plaintiff
22 on the basis of his disability. Such discrimination was in violation of Government Code §§
23 12940, *et seq.* and the public policy embodied therein.

24 45. At all times herein mentioned, Defendants, and each of them, had actual and/or constructive
25 knowledge of the discriminatory conduct levied against Plaintiff by Defendants, fellow
26 employees and superiors. Moreover, such retaliation, harassment, and discriminatory conduct
27 was also conducted and/or condoned by Defendants, and each of them.

28 46. As a direct, foreseeable and proximate result of Defendants' discriminatory conduct and failure

1 to act, Plaintiff suffered and continues to suffer humiliation, embarrassment, anxiety, mental
2 anguish and emotional distress. Plaintiff was required to and did employ, and will in the future
3 employ, physicians and health care providers to examine, treat and care for plaintiff, and did,
4 and will in the future, incur medical and incidental expenses. The exact amount of such
5 expenses is unknown to Plaintiff at this time.

6 47. As a direct, foreseeable and proximate result of the Defendants' discriminatory conduct,
7 Plaintiff suffered and continues to suffer losses in earnings and other employment benefits all
8 to his damage in an amount in excess of the minimum jurisdictional limits of this court, the
9 precise amount of which will be proven at trial.

10 48. As a further legal result of the above-described conduct of Defendants, and each of them,
11 Plaintiff has and will continue to incur attorneys' fees and costs in an amount according to
12 proof.

13 **FOURTH CAUSE OF ACTION**

14 **(BY PLAINTIFF DANIEL EBLE AGAINST ALL DEFENDANTS)**

15 **HARASSMENT IN VIOLATION OF FEHA, CAL. GOV'T C. §§ 12940, ET SEQ.**

16 49. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the
17 previous paragraphs of this complaint as though fully set forth herein again.

18 50. At all times herein mentioned, Government Code §§ 12940, et seq. was in full force and effect
19 and was binding upon Defendants, and each of them. Said law required Defendants, and each
20 of them, to refrain from harassing any employee based upon disability, and to provide each
21 employee with a working environment free from harassment based on disability.

22 51. At all times herein mentioned, Plaintiff was in the protected class of persons, i.e., a person of
23 disabled status, and one who engaged in protected activities contemplated by California
24 Government Code §§ 12940, et seq. Plaintiff is informed and believes that Defendants, and
25 each of them, harassed him based on his disability, for reporting and speaking out against
26 wrongful and harassing treatment based on his disability, speaking out against improper
27 conduct, and for generally attempting to protect and secure his rights and the rights of others
28 under the FEHA.

1 52. Commencing in or around January 2018, and continuing to the present, Defendants, and each
2 of them, created and allowed to exist an environment hostile to disabled persons and harassed
3 Plaintiff on the basis of his disability. Such harassment was in violation of Government Code
4 §§ 12940, et seq. and the public policy embodied therein.

5 53. At all times herein mentioned, Defendants, and each of them, had actual and/or constructive
6 knowledge of the harassing conduct levied against Plaintiff by Defendants, fellow employees
7 and superiors. Moreover, such retaliation, harassment, and discriminatory conduct was also
8 conducted and/or condoned by Defendants, and each of them.

9 54. As a direct, foreseeable and proximate result of Defendants' harassing conduct and failure to
10 act, plaintiff suffered and continues to suffer humiliation, embarrassment, anxiety, mental
11 anguish and emotional distress. Plaintiff was required to and did employ, and will in the future
12 employ, physicians and health care providers to examine, treat and care for Plaintiff, and did,
13 and will in the future, incur medical and incidental expenses. The exact amount of such
14 expenses is unknown to Plaintiff at this time.

15 55. As a direct, foreseeable and proximate result of the Defendants' harassing conduct, Plaintiff
16 suffered and continues to suffer losses in earnings and other employment benefits all to his
17 damage in an amount in excess of the minimum jurisdictional limits of this court, the precise
18 amount of which will be proven at trial.

19 56. As a further legal result of the above-described conduct of Defendants, and each of them,
20 Plaintiff has and will continue to incur attorneys' fees and costs in an amount according to
21 proof.

22 **FIFTH CAUSE OF ACTION**

23 **(BY PLAINTIFF DANIEL EBLE AGAINST ALL DEFENDANTS)**

24 **RETALIATION IN VIOLATION OF FEHA, CAL. GOV'T C. §§ 12940, ET SEQ.**

25 57. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the
26 previous paragraphs of this complaint as though fully set forth herein again.

27 58. At all times herein mentioned, Government Code §§ 12940, et seq., was in full force and effect
28 and was binding upon Defendants, and each of them. Said sections required Defendants, and

1 each of them, to refrain from retaliating against an employee for his opposition to employment
2 practices prohibited under FEHA.

3 59. At all times herein mentioned, Plaintiff was in the protected class of persons, i.e., a person of
4 disabled status, and one who engaged in protected activities contemplated by Government
5 Code §§ 12940, et seq. Plaintiff is informed and believes that Defendants, and each of them,
6 retaliated against him for speaking out against inappropriate workplace behavior, reporting and
7 speaking out against wrongful and discriminatory, harassing, and retaliatory treatment based on
8 his disability, speaking out against improper conduct, and for generally attempting to protect
9 and secure his rights and the rights of others under the FEHA including reasonably requesting a
10 reasonable accommodation.

11 60. Commencing in or around January 2018, and continuing to the present, Defendants and each of
12 them, created and allowed to exist an environment hostile to disabled persons and retaliated
13 against Plaintiff on the basis of his protected activity. Such retaliation was in violation of
14 Government Code §§ 12940, et seq. and the public policy embodied therein.

15 61. At all times herein mentioned, Defendants, and each of them, had actual and/or constructive
16 knowledge of the retaliatory conduct levied against Plaintiff by Defendants, fellow employees
17 and superiors. Moreover, such retaliation, harassment and discriminatory conduct was also
18 conducted and/or condoned by Defendants, and each of them.

19 62. As a direct, foreseeable and proximate result of Defendants' retaliatory conduct, Plaintiff
20 suffered and continues to suffer humiliation, embarrassment, anxiety, mental anguish and
21 emotional distress. Plaintiff was required to and did employ, and will in the future employ,
22 physicians and health care providers to examine, treat and care for Plaintiff, and did, and will in
23 the future, incur medical and incidental expenses. The exact amount of such expenses is
24 unknown to Plaintiff at this time.

25 63. As a direct, foreseeable and proximate result of the Defendants' retaliatory conduct, Plaintiff
26 suffered and continues to suffer losses in earnings and other employment benefits all to his
27 damage in an amount in excess of the minimum jurisdictional limits of this court, the precise
28 amount of which will be proven at trial.

1 64. As a further legal result of the above-described conduct of Defendants, and each of them,
2 Plaintiff has and will continue to incur attorneys' fees and costs in an amount according to
3 proof.

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5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff seeks judgment against all Defendants, and each of them, as follows:

- 7 1. Physical, mental, and emotional injuries, pain, distress, suffering, anguish, fright,
8 nervousness, grief, anxiety, worry, shame, mortification, injured feelings, shock,
9 humiliation and indignity, as well as other unpleasant physical, mental, and emotional
10 reactions, damages to reputation, and other non-economic damages, in a sum to be
11 ascertained according to proof;
- 12 2. Health care, services, supplies, medicines, health care appliances, modalities, and other
13 related expenses in a sum to be ascertained according to proof;
- 14 3. Loss of wages, income, earnings, earning capacity, support, domestic services, benefits, and
15 other economic damages in a sum to be ascertained according to proof;
- 16 4. Other actual, consequential, and/or incidental damages in a sum to be ascertained according
17 to proof;
- 18 5. Attorney fees and costs of suit pursuant to statute;
- 19 6. Costs of suit herein incurred;
- 20 7. Pre-judgment interest; and
- 21 8. Such other and further relief as the Court may deem just and proper.

22
23 Dated: June 17, 2020

McNICHOLAS & McNICHOLAS, LLP

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25 By: 

26 Matthew S. McNicholas
27 Douglas D. Winter
28 Jeffrey R. Lamb
Attorneys for Plaintiff Johnny Green

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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial.

Dated: June 20, 2020

McNICHOLAS & McNICHOLAS, LLP

By:  _____

Matthew S. McNicholas
Douglas D. Winter
Jeffrey R. Lamb
Attorneys for Plaintiff
Daniel Eble



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

June 18, 2019

Jeffrey Lamb
McNicholas & McNicholas, 10866 Wilshire Blvd.
Los Angeles, California 90024

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 201906-06532818
Right to Sue: Eble / City of Los Angeles Fire Department

Dear Jeffrey Lamb:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

June 18, 2019

RE: **Notice of Filing of Discrimination Complaint**
DFEH Matter Number: 201906-06532818
Right to Sue: Eble / City of Los Angeles Fire Department

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. This case is not being investigated by DFEH and is being closed immediately. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to DFEH is requested or required.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

June 18, 2019

Daniel Eble
10866 Wilshire Blvd. Ste 1400
Los Angeles, California 90024

RE: **Notice of Case Closure and Right to Sue**
DFEH Matter Number: 201906-06532818
Right to Sue: Eble / City of Los Angeles Fire Department

Dear Daniel Eble,

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective June 18, 2019 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing

1 **COMPLAINT OF EMPLOYMENT DISCRIMINATION**
2 **BEFORE THE STATE OF CALIFORNIA**
3 **DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING**
4 **Under the California Fair Employment and Housing Act**
 (Gov. Code, § 12900 et seq.)

5 **In the Matter of the Complaint of**

6 Daniel Eble

DFEH No. 201906-06532818

7 Complainant,

8 vs.

9 City of Los Angeles Fire Department
200 N. Main Street, 14th Floor
Los Angeles, California 90012

10 Respondents

11 _____
12 1. Respondent **City of Los Angeles Fire Department** is an **employer** subject to
13 suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, §
12900 et seq.).

14 2. Complainant **Daniel Eble**, resides in the City of **Los Angeles** State of **California**.

15 3. Complainant alleges that on or about **October 5, 2018**, respondent took the
16 following adverse actions:

17 **Complainant was harassed** because of complainant's disability (physical or
18 mental).

19 **Complainant was discriminated against** because of complainant's disability
20 (physical or mental) and as a result of the discrimination was terminated, forced to
21 quit, reprimanded, suspended, denied a work environment free of discrimination
and/or retaliation, denied any employment benefit or privilege, denied reasonable
accommodation for a disability.

22 **Complainant experienced retaliation** because complainant reported or resisted
23 any form of discrimination or harassment, requested or used a disability-related
24 accommodation and as a result was terminated, forced to quit, reprimanded,
25 suspended, denied any employment benefit or privilege, denied reasonable
accommodation for a disability.

1 **Additional Complaint Details:** At all relevant times to this claim, Claimant Daniel
2 Eble was a Firefighter II, assigned to Fire Station 37, C Platoon, and/or employee of
3 the Los Angeles Fire Department and was assigned to various battalions within the
4 Los Angeles Fire Department at all times relevant hereto. Claimant was qualified for
the position he held by reason of his education and training.

5 The true names and capacities of Respondents identified herein as DOES 1 through
6 100, and each of them, whether individual, corporate, associate or otherwise, are
7 unknown to Claimant at this time, therefore Claimant identifies said Respondents by
8 such fictitious names. Claimant will amend his actual lawsuit at the appropriate time
9 to allege their true names and capacities when the same has been ascertained.
10 Claimant is informed and believes and thereon alleges that each of the fictitiously
11 named Respondents is responsible in some manner for the acts and occurrences
12 herein alleged, whether such acts and occurrences were committed intentionally,
13 negligently, recklessly, or otherwise, and that each said DOE is liable to Claimant for
14 the damages claimed herein.

15 At all times herein mentioned, each Respondent was/is the agent servant and
16 employee of each of the remaining respondents and in doing things here in after
17 mentioned, each respondent was acting within this course and scope of their
18 employment and authority as such agent, servant, and employee and with the
19 consent of their co-respondents. At all times mentioned herein, each of the
20 Respondents was the co-tortfeasor of each of the other Respondents in doing the
21 things hereinafter alleged. The conduct of each Respondent combined and
22 cooperated with the conduct of each of the remaining Respondents so as to cause
23 the herein described incidents and the resulting injuries and damages to Claimant.

24 This complaint shall reflect the continuing and ongoing discrimination on the basis of
25 disability, as well as the hostile work environment encountered by complainant
26 Daniel Eble, which was perpetrated against him throughout his employment by the
27 Los Angeles Fire Department as a result of his disability.

28 Daniel Eble, the claimant herein, started the Los Angeles Fire Department Fire
Academy on August 21, 2017. Prior to starting the academy, he had worked for
Cole Schaefer ambulance for two and half years as an Emergency Medical
Technician and for 1 year a paramedic. Claimant also previously worked aa paid
call fire fighter for Running Springs Fire Department. Claimant graduated the LAFD
fire academy on January 4, 2018 which marked to him the greatest day in his life
becoming a fire fighter and on that same day he proposed marriage to his loving and
supportive girlfriend.

1 Claimant's first probationary station was FS84s. Claimant had no problems at this
2 station. The next stop of claimant's probationary year was at FS33s. Immediately
3 upon claimant's arrival at 33s he was the subject of hazing. Claimant became
4 nervous from the stress of the incessant hazing from fellow members of 33s
5 threatening him that he better perform well on testing or he would be subject to
6 further harassment and negative behavior. Claimant was able to pass the four
7 month test/evaluation without having to retest.

8 As his time at 33s continued, claimant continued to endure unnecessary and
9 stressful harassment. Typical new guy harassment ensued where people made a
10 point of making it clear that claimant was new with questions like, "hey are you the
11 new guy, did you stop at the beach on your way here?..." or when two firefighters
12 walked past him in the middle of a conversation they circled back stating "hey when
13 you go to a station and someone walks past you introduce yourself you piece of shit
14 fucking rookie!" Claimant was asked "do you have thick or thin skin?" And when
15 claimant responded "thick" the firefighter replied "that's a no... you will prob CTS me
16 for saying fuck won't you?" When claimant said no, the response was "yea right.. we
17 can tell you have thin skin; you will not make it here at 33s, especially coming from a
18 junk station like 84s."

19 The harassment as described above continued. By July 2018, Claimant met
20 with the LAFD psychologist. He indicated to the psychologist that he was having
21 trouble sleeping and was being harassed at work and that he dreaded going to work
22 due to the harassment. He also recounted how he is getting treated like this every
23 day and everyone was telling him he should quit. He was worried that if he was
24 trapped in a burning building no one would come and save him. After this meeting,
25 without Claimant's knowledge the LAFD psychologist put in a CTS on Fire Station
26 33s related to the confidential conversation. Claimant was then notified that he was
27 being moved to Fire Station 15 from 33s so that he did not receive further
28 harassment.

19 In late July claimant was injured on duty with bronchitis due to smoke
20 inhalation, dehydration, and heat exhaustion following the fighting of two fires and
21 two drill sessions in one day. Claimant was diagnosed with bronchitis due to the
22 smoke inhalation and he was at home for a few days. Claimant was off sick "injured
23 on duty" through August 15, 2018. Claimant was depressed at home but was
24 eventually able to return to work; although, not at FS15s. He was being moved
25 around first to South Bureau to do a 10 hour shift, he was then sent home and told
26 he would be assigned to a new station.

24 August 20, 2018, Claimant was assigned to work at FS37s which was
25 significantly further away from his house. He was asked on that first day, "you're the
26 33s guy, are you going to get us investigated as well?" meaning Claimant was both

1 stigmatized, harassed, and being discussed internally behind his back. At FS37s
2 claimant was being rode during his shifts and constantly having his knowledge
3 tested. In September, Claimant was out sick a few days with a doctor's note. On
4 September 14, 2018, he arrived to the station late because of his lack of sleep. On
5 September 15, 2018, he was talked into doing some overtime by the crew because
6 they did not have anyone to come in. From September 20 to September 23 claimant
7 was home sick. On the 23rd of September Claimant was called and told that he
8 needed to return to work sick or not.

9 On September 25, 2018, Claimant returned to work still very sick and taking
10 an assortment of medications. He arrived and prepped for drills and did house work,
11 threw ladders for over an hour with the other house rookie. Then Claimant was
12 called for a lineup around 1100 hours. During the lineup there was discussion about
13 what was going on in the department. At some point Claimant was called out for
14 looking like he was dozing off. Claimant had been working very intensely in addition
15 to having a lack of sleep and being sick. He was yelled at by the Captain II stating
16 "what is wrong with you, this is not normal?!" Claimant explained he was very sorry
17 and was not getting much sleep but was fit for duty. Immediately after a drug test
18 was initiated by the acting chief for looking tired during lineup.

19 Claimant, despite numerous requests has never been provided any
20 information about the results of the drug test. He was immediately placed on
21 administrative leave and had to call and check in each morning. On October 5,
22 2018, while at home claimant was called by his union representative and told that
23 two Captains were twenty minutes from his hosue to retrieve his badge, ID, belt
24 buckle, and to ask him to resign with no reason as to why. Claimant refused to
25 resign and instead he was terminated.

26 Upon termination, Claimant lost his apartment with no money coming in and
27 no notice that he would be terminated. Claimant was told that other members of the
28 LAFD were talking that he was terminated for failing a drug test, although to this day
there has never been any communication that this was the case or what the
contents of the drug test revealed.

The above referenced conduct is evidence of different terms and conditions of
employment which are evidence of discrimination, harassment, and retaliation as a
result of claimant's disability, having a record of disability, and/or being regarded as
disabled, in violation of the law (State and Federal). It is further evidence of a failure
to accommodate and failure to participate in the interactive process related to
claimant's disability.

Based on all of the facts as set forth herein, on an ongoing and continuing basis
beginning in or around October 2018 and continuing to the present claimant has

1 been subjected to disability discrimination, harassment, retaliation, failure to
2 accommodate, and a failure to participate in the interactive process a result of his
3 medical condition/disability and medically restricted status. Further, claimant has
4 been discriminated, harassed, and retaliated against as a result of his protected
5 activity in furtherance of his rights in this regard.

6 Claimant was unlawfully terminated and not provided any opportunity to request a
7 position that accommodated his medical restrictions, took into account his medical
8 condition, and/or has been transferred or threatened to be transferred or fired from a
9 job that in violation of state and federal law. Claimant has been wrongfully denied
10 his opportunity to be provided with an adequate position to accommodate his
11 disability and medical accommodations, has been denied the right to an interactive
12 process to asses a reasonable accommodation, and has been retaliated against for
13 his protected activity in advocating for his rights, all in violation of Los Angeles Fire
14 Department internal rRules and the City of Los Angeles Civil Service Rules, the City
15 Charter, and state and federal law.

16 People from the LAFD and in the City that are involved in the facts and
17 circumstances of this claim are all of the claimant's supervisors and coworkers, all
18 command staff at claimant's division and bureau, including, but not limited to, the
19 people who were involved in any way, shape, or form in any investigation (formal or
20 otherwise), all people and supervisors in the adjudication of any investigation, and
21 signing off on discipline/termination or findings of any kind, all people that were
22 involved in the movement or promotion or non-promotion or other adverse acts
23 against the complainant at all relevant times, and all members of command staff in
24 the LAFD up to the Chief (as well as their assistants, adjutants, secretaries, helpers,
25 and advisers) and all people involved with medical services and medical liaison or
26 who otherwise deal with accommodations, medical evaluations, restrictions, light
27 duty, IOD, and pensions (and this includes both LAFD employees and civilians, as
28 well as medical staff such as doctors and nurses). All these people play a role in
what goes on in the Department, and this claim puts YOU (Respondent) on notice
that claimant will seek discovery and evidence, and put the same on trial, as to all
these people and all their actions in the years before and after the specific acts
outlines in this Claim. The LAFD is too big and complex for claimant to know right
now everyone who had a hand in the wrong acts at issue, but the Department knows
because they did it. Whether the LAFD choses to do a proper investigation is, as
always, up to the LAFD.

23 The retaliation, discrimination, and/or other unlawful conduct has caused damage to:
24 Claimant's professional reputation; his ability to promote; and his ability to work. The
25 retaliation, discrimination, and/or other unlawful conduct will cause him to have to
26 take a different retirement path; has caused him to lose overtime opportunities and
27 pay; and will adversely affect his income, his pension, and other benefits. The

1 retaliation has adversely affected Claimant's personal health and wellbeing, which
2 may include medical expenses that persist into the future and may force an early
retirement.

3 Claimant has also suffered extensive general damages in the form of anxiety,
4 anguish, and mental suffering, which damages are continuing and, in an amount, not
5 yet determined, but in excess of \$1,000,000.

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1 VERIFICATION

2 I, **Jeffrey Lamb**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true.

5 On June 18, 2019, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

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Los Angeles, California