

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Kevin Brazile

1 Walter Mosley, Esq. (SBN 244169)  
2 [wm@waltermosleyesq.com](mailto:wm@waltermosleyesq.com)  
3 Carlos E. Montoya, Esq. (SBN 317057)  
4 [cem@waltermosleyesq.com](mailto:cem@waltermosleyesq.com)  
5 Nathalie Meza Contreras, Esq. (SBN 322545)  
6 [nmc@waltermosleyesq.com](mailto:nmc@waltermosleyesq.com)  
7 Mosley & Associates  
8 1055 W. 7<sup>th</sup> St., 33<sup>rd</sup> Floor  
9 Los Angeles, California 90017  
10 Telephone: (213) 232 - 3886

11 Attorney for Plaintiff,  
12 Brison Hardin

13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

BRISON HARDIN, an individual,  
Plaintiff,

v.

COUNTY OF LOS ANGELES; COUNTY OF  
LOS ANGELES FIRE DEPARTMENT; and  
DOES 1 through 20, inclusive,  
Defendants.

Case No. **22STCV33746**

**COMPLAINT FOR DAMAGES FOR:**

1. **DISCRIMINATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.;**
2. **HARASSMENT IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.;**
3. **RETALIATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.;**
4. **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT AND RETALIATION IN VIOLATION OF GOV'T CODE §12940(k);**
5. **FAILURE TO PROVIDE REASONABLE ACCOMMODATIONS IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.;**
6. **FAILURE TO ENGAGE IN A GOOD FAITH INTERACTIVE PROCESS IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.;**

**DEMAND OVER \$25,000**

**[DEMAND FOR JURY TRIAL]**

1           **COMES NOW PLAINTIFF, Brison Hardin**, and for causes of action against the Defendants  
2 and each of them, alleges as follows:

3   **JURISDICTION**

4           1.           This Court is the proper court, and this action is properly filed in Los Angeles County,  
5 because Defendants' obligations and liability arise therein, because Defendants maintain offices and  
6 transact business within Los Angeles, and because the work that is the subject of this action was  
7 performed by Plaintiff in Los Angeles County.

8   

9   **THE PARTIES**

10          2.           Plaintiff, BRISON HARDIN (hereinafter "Plaintiff" and "Mr. Hardin"), is and at all times  
11 relevant hereto was a resident of the County of Los Angeles, State of California.

12          3.           Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant  
13 hereto, Defendant COUNTY OF LOS ANGELES (hereinafter referred to as "the COUNTY") was and is  
14 a public entity with its principal place of business located at 500 W. Temple St., in the County of Los  
15 Angeles, State of California.

16          4.           Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant  
17 hereto, Defendant COUNTY OF LOS ANGELES FIRE DEPARTMENT (hereinafter referred to as "the  
18 DEPARTMENT) was and is a public sector organization providing public services with its principal  
19 place of business located at 1320 N. Eastern Avenue, Los Angeles, California 90063 in the County of  
20 Los Angeles.

21          5.           Defendant the COUNTY operates the DEPARTMENT.

22          6.           The COUNTY and the DEPARTMENT are hereinafter collectively referred to as  
23 "Employers."

24          7.           At all times relevant herein, Employers and DOES 1-20 were Plaintiff's employers, joint  
25 employers and/or special employers within the meaning of Government Code §§12926, subdivision (d),  
26 12940, subdivisions (a),(h),(1), (h)(3)(A), and (i), and 12950, and regularly employ five (5) or more  
27 persons and are therefore subject to the jurisdiction of this Court.  
28

1           8.       The true names and capacities, whether individual, corporate, associate, or otherwise, of  
2 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore  
3 said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to  
4 insert the true names and capacities of said Defendants when the same become known to Plaintiff.  
5 Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named  
6 Defendants is responsible for the wrongful acts alleged herein and is therefore liable to Plaintiff as alleged  
7 hereinafter.

8           9.       Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant  
9 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,  
10 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the  
11 other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part  
12 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,  
13 successor status and/or joint venture and with the permission and consent of each of the other Defendants.

14           10.      Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each  
15 of them, including those defendants named as DOES 1-20, acted in concert with one another to commit  
16 the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the  
17 wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code  
18 §12940(i). Plaintiff is further informed and believes, and based thereupon alleges, that Defendants, and  
19 each of them, including those defendants named as DOES 1-20, and each of them, formed and executed  
20 a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein,  
21 with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and  
22 actually causing Plaintiff harm.

23           11.      Whenever and wherever reference is made in this complaint to any act or failure to act by  
24 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts  
25 and/or failures to act by each Defendant acting individually, jointly and severally.

26           12.      Plaintiff has filed complaints of discrimination, harassment, retaliation, failure to prevent  
27 discrimination or retaliation, failure to accommodate, failure to engage in the interactive process, and  
28 wrongful termination under Government Code §§12940, et seq., the California Fair Employment and

1 Housing Act (“FEHA”) with the California Department of Fair Employment and Housing (“DFEH”),  
2 and has satisfied Plaintiff’s administrative prerequisites with respect to these and all related filings.

3  
4 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

5 13. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity  
6 of interest and ownership between Employers and DOES 1-20 that the individuality and separateness of  
7 defendants have ceased to exist.

8 14. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of  
9 purported corporate existence, Employers and DOES 1-20 are, in reality, one and the same as Defendants,  
10 including, but not limited to because:

11 a. Employers are completely dominated and controlled by one another and DOES 1-  
12 20, who personally committed the frauds and violated the laws as set forth in this complaint, and who  
13 have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or  
14 accomplish some other wrongful or inequitable purpose.

15 b. Employers and DOES 1-20 derive actual and significant monetary benefits by and  
16 through one another’s unlawful conduct, and by using one another as the funding source for their own  
17 personal expenditures.

18 c. Employers and DOES 1-20, while really one and the same, were segregated to  
19 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or  
20 accomplishing some other wrongful or inequitable purpose.

21 d. Employers do not comply with all requisite corporate formalities to maintain a  
22 legal and separate corporate existence.

23 e. The business affairs of Employers and DOES 1-20 are, and at all times relevant  
24 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in  
25 inextricable confusion. Employers are, and at all times relevant hereto were, used by one another and  
26 DOES 1-20 as a mere shell and conduit for the conduct of certain of Defendants’ affairs, and are, and  
27 were, the alter ego of one another and DOES 1-20. The recognition of the separate existence of  
28 Defendants would not promote justice, in that it would permit Defendants to insulate themselves from

1 liability to Plaintiff for violations of the Government Code and other statutory violations. The corporate  
2 existence of Employers and DOES 1-20 should be disregarded in equity and for the ends of justice  
3 because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

4 15. Accordingly, Employers constitute the alter ego of one another and DOES 1-20, and the  
5 fiction of their separate corporate existence must be disregarded.

6 16. As a result of the aforementioned facts, Plaintiff is informed and believes, and based  
7 thereon alleges that Employers and DOES 1-20 are Plaintiff's joint employers by virtue of a joint  
8 enterprise, and that Plaintiff was an employee of Employers and DOES 1-20. Plaintiff performed services  
9 for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants  
10 shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which  
11 Defendants' business was and is conducted.

12 17. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and  
13 between DOES 1-20, Employers, or any of them, (1) there is an express or implied agreement of  
14 assumption pursuant to which Employers and/or DOES 1-20 agreed to be liable for the debts of the other  
15 Defendants, (2) the transaction between Employers and/or DOES 1-20 and the other Defendants amounts  
16 to a consolidation or merger of the two corporations, (3) Employers and/or DOES 1-20 are a mere  
17 continuation of the other Defendants, or (4) the transfer of assets to Employers and/or DOES 1-20 is for  
18 the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employers and/or DOES  
19 1-20 are the successors of one or more of the other Defendants, and are liable on that basis.

20  
21 **FACTUAL ALLEGATIONS**

22 18. On or about November 25, 2020, Los Angeles Fire Department hired Mr. Hardin to work  
23 as a Probationary Firefighter. Mr. Hardin was a full-time, non-exempt employee, and performed all of  
24 his job duties satisfactorily before he was constructively discharged on or about September 11, 2021.

25 19. In February 2021, Mr. Hardin experienced the unexpected deaths of his best friend and a  
26 close family member. After Mr. Hardin informed his colleges about his sudden losses and explored the  
27 possibility of co-workers covering his scheduled work shifts, he was met with apathy and was unable to  
28 get his scheduled work shifts covered so that he could grieve. Mr. Hardin felt that the workplace culture

1 was no sympathetic to him needing to take time off to grieve, so he did his best to cope and continued  
2 working without taking any time off.

3 20. On or about June 1, 2021, a shooting took place at the Agua Dulce Fire Station.

4 21. This event impacted Mr. Hardin due to the close working relationship between the fire  
5 station he worked at and the affected station. For Mr. Hardin, this fact was compounded further by the  
6 recent deaths that he had recently experienced. As a result, he experienced bouts of depression and anxiety  
7 that were so severe that they limited his ability to perform the major life activity of working, and therefore  
8 constituted a disability.

9 **Mr. Hardin Notifies Los Angeles County Fire Department of His Disability**

10 22. On or about June 28, 2021, Mr. Hardin spoke with Fire Captain Kurt Kobler (“Mr.  
11 Kobler”) from Los Angeles County Fire Department Peer Support and informed him that he was having  
12 mental health issues.

13 23. Mr. Hardin went to the emergency room at Cedar Sinai for an emergency visit and that  
14 same day and notified Mr. Kobler of his medical treatment.

15 24. Mr. Kobler told Mr. Hardin that he would let his Battalion Chief, Rudy Gilson (“Mr.  
16 Gilson”), know that Mr. Hardin was in the emergency room and that Mr. Hardin was to have the next  
17 three shifts off from work.

18 25. On or about June 30, 2021, Mr. Hardin told Mr. Kobler that he had attempted to reach his  
19 captain, Fidel Nieto (“Mr. Nieto”), but was unable to reach him at the time. Mr. Hardin also told Mr.  
20 Kobler about his medical treatment as recommended by his medical provider.

21 26. On or about July 3, 2021, Mr. Hardin updated Kobler on his medical treatment.

22 **Mr. Hardin Requests a Leave of Absence for his Disability and/or Medical Condition**

23 27. On or about July 10, 2021, Mr. Hardin texted Mr. Kobler to ask about taking a leave of  
24 absence for his disability.

25 28. Mr. Kobler informed Mr. Hardin that he needed to reach out to all relevant personnel and  
26 notify them of his leave of absence.

27  
28

1           29.     When Mr. Hardin asked Mr. Kobler if he needed to let them know what was going on, Mr.  
2 Kobler told him that he did not need to tell them what was going on in detail and to just ask them about  
3 the process and what would be needed to take a leave of absence to deal with family issues.

4           30.     Mr. Hardin called Mr. Gilson and notified him that he would be taking some time off to  
5 get himself together to deal with some family issues. Mr. Gilson never mentioned that there would be  
6 any specific amount of time that he would be allotted for his time off.

7           31.     On or about July 15, 2021, Mr. Kobler asked Mr. Hardin for medical documentation from  
8 his medical provider. Mr. Hardin told Mr. Kobler that his medical provider would email Mr. Kobler the  
9 document directly.

10                   **Mr. Hardin Experiences Harassment and Retaliation Upon Returning to Work for Los**  
11                                   **Angeles Fire Department**

12           32.     On or about the last week of July, Mr. Hardin returned to work after having only been  
13 given a few shifts off.

14           33.     Soon after returning, Mr. Hardin was cornered in the kitchen by a senior Firefighter  
15 Paramedic, who immediately questioned why Mr. Hardin had taken a leave of absence. The conversation  
16 that followed left Mr. Hardin with the impression that the other firefighters were not happy about his  
17 leave of absence.

18           34.     Being questioned in such a hostile manner left Mr. Hardin feeling very intimidated and  
19 feeling as if his disability were being discussed among members of the department while on leave.

20           35.     In a similar incident that followed soon after, Mr. Hardin was questioned by on-duty  
21 personnel about his future working with the department. When Mr. Hardin began to answer, another  
22 firefighter, Buddy Burton (“Mr. Burton”) who was listening in, interrupted Mr. Hardin while he was  
23 going into detail about his plans with the department and said, “that’s if you don’t get fired.” Mr. Hardin  
24 asked Mr. Burton why he implied that he could potentially be fired and asked him what he had meant.  
25 Before Mr. Burton could answer, the engineer cut off further conversation and told Mr. Hardin to “drop  
26 it.”

1           36.     Mr. Hardin was already experiencing severe anxiety and stress, and now felt like he was  
2 being retaliated against for taking time off for his disability. This caused him even more anxiety and  
3 stress, and severely impacted his ability to continue to work.

4                   **Mr. Hardin Requests Another Leave of Absence to Seek Treatment for his Disability**

5           37.     At or about the beginning of August 2021, Mr. Hardin requested another leave of absence  
6 from work for his disability. Mr. Gilson told Mr. Hardin that he could take as much time as he needed.  
7 Mr. Gilson instructed Mr. Hardin to contact his station weekly to keep the station apprised of his condition  
8 and ability to return to work, despite Mr. Hardin’s medical provider placing him off of work for a  
9 specified period of time. Mr. Hardin complied with the request and contacted the station weekly to report  
10 on his condition and inform them that his provider had not changed is return to work date.

11           38.     On or about August 17, 2021, Battalion Chief Josh Binder (“Mr. Binder”), contacted Mr.  
12 Hardin about potentially returning to work sooner. Mr. Hardin respectfully declined the request, stating  
13 that he was still out on a leave of absence to take care of his mental health.

14           39.     The next day, on or about August 18, 2021, Mr. Binder texted Mr. Hardin once again  
15 asking if he could come back. Mr. Hardin responded once again by informing Mr. Binder of the reasons  
16 for his leave of absence.

17           40.     On or about August 19, 2021, while Mr. Hardin was on leave from work, he received  
18 several letters from the Los Angeles Fire Department concerning his leave of absence. The letters from  
19 Los Angeles Fire Department informed Mr. Hardin that he was eligible for continuous leave from July  
20 15, 2021, through September 15, 2021, and that he must notify the Los Angeles County Fire Department  
21 of his intentions to return to work no later than two days before he returns by contacting his leave  
22 coordinator.

23           41.     Mr. Hardin believed that the communications from the Los Angeles County Fire  
24 Department ran contrary to Mr. Gilson telling Mr. Hardin that he could take off as much time as he  
25 needed. Mr. Hardin felt like he wasn’t being supported by the Los Angeles Fire Department because of  
26 his disability, while he was on leave and when he had returned to work after his first leave. As a result,  
27 Mr. Hardin felt that he would face further retaliation and ridicule from his coworkers and supervisors if  
28 he were to return to work from his leave of absence.



1           42.     As a result of retaliation and harassment because of his engagement in protected activity,  
2 Mr. Hardin submitted his resignation letter on or about September 11, 2021.

3           43.     Los Angeles Fire Department discriminated and retaliated against Mr. Hardin by  
4 subjecting him to harassment and retaliation after he informed them of his disability or perceived  
5 disability, medical condition or perceived medical condition, and request for accommodations.

6           44.     At all relevant times, Los Angeles Fire Department failed to properly engage in a good  
7 faith interactive process in an effort to properly accommodate Mr. Hardin for his disability and/or medical  
8 condition such that Mr. Hardin could continue working for Los Angeles Fire Department.

9           45.     At all relevant times, Los Angeles Fire Department failed to reasonably accommodate Mr.  
10 Hardin, even though Mr. Hardin was able to perform the essential job duties of his position or another  
11 position with or without accommodations.

12          46.     Mr. Hardin's harassment and retaliation was substantially motivated by his disability or  
13 perceived disability, medical condition or perceived medical condition, request for accommodation,  
14 and/or engagement in protected activities, without any discussion of disability accommodations or any  
15 good faith attempt to engage in the interactive process with him. Los Angeles Fire Department's  
16 discriminatory animus is evidenced by the previously mentioned facts.

17          47.     Los Angeles Fire Department's conduct described herein was undertaken, authorized,  
18 and/or ratified by their officers, directors and/or managing agents, including, but not limited to Mr.  
19 Binder, Mr. Gilson, and Mr. Kobler, and those identified herein as DOES 1 through 20, who were  
20 authorized and empowered to make decisions that reflect and/or create policy for Los Angeles Fire  
21 Department. The aforementioned conduct of said managing agents and individuals was therefore  
22 undertaken on behalf of the Los Angeles Fire Department, who further had advanced knowledge of the  
23 actions and conduct of said individuals whose actions and conduct were ratified, authorized, and approved  
24 by managing agents whose precise identities are unknown to Mr. Hardin at this time and are therefore  
25 identified and designated herein as DOES 1 through 20, inclusive.

26          48.     As a result of Los Angeles Fire Department's actions, Mr. Hardin has suffered and will  
27 continue to suffer general and special damages, including severe and profound pain and emotional  
28 distress, anxiety, depression, headaches, tension, and other physical ailments, as well as medical

1 expenses, expenses for psychological counseling and treatment, and past and future lost wages and  
2 benefits.

3 49. As a result of the above, Mr. Hardin is entitled to past and future lost wages, bonuses,  
4 commissions, benefits, and loss or diminution of earning capacity.

5 50. Mr. Hardin claims general damages for emotional and mental distress and aggravation in  
6 a sum in excess of the jurisdictional minimum of this Court.

7  
8 **FIRST CAUSE OF ACTION**

9 **FOR DISCRIMINATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**

10 **AGAINST ALL DEFENDANTS**

11 51. Plaintiff re-alleges and incorporates by reference all preceding paragraphs, inclusive, as  
12 though set forth in full herein.

13 52. At all times hereto, the FEHA was in full force and effect and was binding upon  
14 Defendants and each of them.

15 53. As such term is used under FEHA, "on the bases enumerated in this part" means or  
16 refers to discrimination on the bases of one or more of the protected characteristics under FEHA.

17 54. FEHA requires Defendants to refrain from discriminating against an employee on the  
18 basis of disability and/or medical condition, real or perceived, and to prevent discrimination and  
19 harassment on the basis of disability and/or medical condition, real or perceived, use of medical leave,  
20 and engagement in protected activities from occurring.

21 55. Plaintiff was a member of multiple protected classes as a result of Plaintiff's disability,  
22 medical condition and/or the perception that Plaintiff was suffering from a disability and/or medical  
23 condition.

24 56. At all times relevant hereto, Plaintiff was performing competently in the position  
25 Plaintiff held with Defendants.

26 57. Plaintiff suffered the adverse employment actions of unlawful harassment,  
27 discrimination, failure to accommodate, failure to investigate, remedy, and/or prevent discrimination,  
28 failure to reinstate and/or return to work, and was harmed thereby.

1        58. Plaintiff is informed and believes that Plaintiff’s disability and/or medical condition,  
2 real and perceived, and/or some combination of these protected characteristics under Government Code  
3 §12926(j) were motivating reasons and/or factors in the decisions to subject Plaintiff to the  
4 aforementioned adverse employment actions.

5        59. Said conduct violates the FEHA, and such violations were a proximate cause in  
6 Plaintiff’s damage as stated below.

7        60. The damage allegations of all preceding paragraphs, inclusive, are herein incorporated  
8 by reference.

9        61. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of  
10 attorneys’ fees and costs, including expert fees pursuant to the FEHA.

11  
12    **SECOND CAUSE OF ACTION**  
13    **FOR HARASSMENT IN VIOLATION OF GOV’T CODE §§12940 ET SEQ.**  
14    **AGAINST ALL DEFENDANTS**

15        62. Plaintiff re-alleges and incorporates by reference all preceding paragraphs, inclusive, as  
16 though set forth in full herein.

17        63. At all times hereto, the FEHA was in full force and effect and was binding upon  
18 Defendants and each of them.

19        64. As such term is used under FEHA, “on the bases enumerated in this part” means or  
20 refers to harassment on the bases of one or more of the protected characteristics under FEHA.

21        65. These laws set forth in the preceding paragraph require Defendants to refrain from  
22 harassing, or creating, or maintaining a hostile work environment against an employee based upon the  
23 employee’s disability and/or medical condition, real or perceived, use of medical leave, and  
24 engagement in protected activities, as set forth hereinabove.

25        66. Defendants’ harassing conduct was severe or pervasive, was unwelcome by Plaintiff,  
26 and a reasonable person in Plaintiff’s circumstances would have considered the work environment to  
27 be hostile or abusive.

1           67. Defendants violated the FEHA and the public policy of the State of California which is  
2 embodied in the FEHA by creating a hostile work environment and harassing Plaintiff because of  
3 Plaintiff's disability and/or medical condition, real or perceived, use of medical leave, engagement in  
4 protected activities, and/or some combination of these protected characteristics, as set forth  
5 hereinabove.

6           68. The above said acts were perpetrated upon Plaintiff by a supervisor, and/or Defendants  
7 knew or should have known of the conduct but failed to take immediate and appropriate corrective  
8 action.

9           69. The above said acts of Defendants constitute violations of the FEHA and violations of  
10 the public policy of the State of California. Such violations were a proximate cause in Plaintiff's  
11 damage as stated below.

12           70. The damage allegations of all preceding paragraphs, inclusive, are herein incorporated  
13 by reference.

14           71. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of  
15 attorneys' fees and costs, including expert fees pursuant to the FEHA.

16  
17   **THIRD CAUSE OF ACTION**

18                                   **FOR RETALIATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**

19   **AGAINST ALL DEFENDANTS**

20           72. Plaintiff re-alleges and incorporates by reference all preceding paragraphs, inclusive, as  
21 though set forth in full herein.

22           73. At all times hereto, the FEHA was in full force and effect and was binding upon  
23 Defendants and each of them.

24           74. These laws set forth in the preceding paragraph require Defendants to refrain from  
25 retaliating against an employee for engaging in protected activity.

26           75. Plaintiff engaged in the protected activities of requesting accommodation, requesting  
27 medical leave and/or exercising Plaintiff's right to medical leave, and complaining about and protesting  
28

1 Defendants' discriminatory and harassing conduct towards Plaintiff based upon Plaintiff's disability,  
2 medical condition, real or perceived, and use of medical leave.

3 76. Plaintiff suffered the adverse employment actions of unlawful harassment,  
4 discrimination, failure to accommodate, failure to investigate, remedy, and/or prevent discrimination,  
5 failure to reinstate and/or return to work, and was harmed thereby.

6 77. Plaintiff is informed and believes that Plaintiff's conduct of requesting accommodation,  
7 requesting medical leave and/or exercising Plaintiff's right to medical leave, and/or some combination  
8 of these factors, were motivating reasons and/or factors in the decisions to subject Plaintiff to the  
9 aforementioned adverse employment actions.

10 78. Defendants violated the FEHA by retaliating against Plaintiff and terminating Plaintiff  
11 for attempting to exercise Plaintiff's protected rights, as set forth hereinabove. Plaintiff's engagement  
12 in such protected activities were a substantial factor in Defendants' decision to subject Plaintiff to the  
13 aforementioned adverse employment actions.

14 79. Plaintiff is informed and believes, and based thereon alleges, that the above acts of  
15 retaliation committed by Defendants were done with the knowledge, consent, and/or ratification of, or  
16 at the direction of, each other Defendant and the other Managers.

17 80. The above-said acts of Defendants constitute violations of the FEHA, and were a  
18 proximate cause in Plaintiff's damage as stated below.

19 81. The damage allegations of all preceding paragraphs, inclusive, are herein incorporated  
20 by reference.

21 82. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of  
22 attorneys' fees and costs, including expert fees pursuant to the FEHA.

23  
24  
25  
26  
27  
28

1 **FOURTH CAUSE OF ACTION**  
2 **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, AND RETALIATION**  
3 **IN VIOLATION OF GOV'T CODE §12940(k)**  
4 **AGAINST ALL DEFENDANTS**

5 83. Plaintiff re-alleges and incorporates by reference all preceding paragraphs, inclusive, as  
6 though set forth in full herein.

7 84. At all times hereto, the FEHA, including in particular Government Code §12940(k),  
8 was in full force and effect and was binding upon Defendants. This subsection imposes a duty on  
9 Defendants to take all reasonable steps necessary to prevent discrimination, harassment, and retaliation  
10 from occurring. As alleged above, Defendants violated this subsection and breached their duty by  
11 failing to take all reasonable steps necessary to prevent discrimination, harassment and retaliation from  
12 occurring.

13 85. The above said acts of Defendants constitute violations of the FEHA and were a  
14 proximate cause in Plaintiff's damage as stated below.

15 86. The damage allegations of all preceding paragraphs, inclusive, are herein incorporated  
16 by reference.

17 87. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of  
18 attorneys' fees and costs, including expert fees pursuant to the FEHA.

19  
20  
21 **FIFTH CAUSE OF ACTION**  
22 **FOR FAILURE TO PROVIDE REASONABLE ACCOMMODATIONS**  
23 **IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**  
24 **AGAINST ALL DEFENDANTS**

25 88. Plaintiff re-alleges and incorporates by reference all preceding paragraphs, inclusive, as  
26 though set forth in full herein.

27 89. At all times hereto, the FEHA, including in particular Government Code §12940(m),  
28 was in full force and effect and was binding upon Defendants. This subsection imposes an ongoing

1 duty on Defendants to make reasonable accommodations for the known physical disability and/or  
2 medical condition of an employee.

3 90. At all relevant times, Plaintiff was a member of a protected class within the meaning of,  
4 in particular, Government Code §§12940(a) & 12986(1) et seq. because Plaintiff had a disability, a  
5 physical condition that affected Plaintiff's major life activities, and medical condition of which  
6 Defendants had both actual and constructive knowledge.

7 91. At all times herein, Plaintiff was willing and able to perform the duties and functions of  
8 the position in which Plaintiff was employed or could have performed the duties and functions of that  
9 position with reasonable accommodations. At no time would the performance of the functions of the  
10 employment position, with a reasonable accommodation for Plaintiff's disability or medical condition,  
11 actual or as it was perceived by Defendants, have been a danger to Plaintiff's or any other person's  
12 health or safety. Accommodation of Plaintiff's disability or disability or medical condition, real or  
13 perceived by Defendants, would not have imposed an undue hardship on Defendants. Defendants  
14 failed and refused to accommodate Plaintiff's disability, failed to engage in the interactive process with  
15 Plaintiff and continue to violate this obligation, up to and including the date of Plaintiff's termination  
16 or, if Defendant contends Plaintiff was never terminated, through the present and ongoing.

17 92. The above said acts of Defendants constitute violations of the FEHA and were a  
18 proximate cause in Plaintiff's damage as stated below.

19 93. The damage allegations of all preceding paragraphs, inclusive, are herein incorporated  
20 by reference.

21 94. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of  
22 attorneys' fees and costs, including expert fees pursuant to the FEHA.

23  
24  
25  
26  
27  
28

1 **SIXTH CAUSE OF ACTION**  
2 **FOR FAILURE TO ENGAGE IN A GOOD FAITH INTERACTIVE PROCESS**  
3 **IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.**  
4 **AGAINST ALL DEFENDANTS**

5 95. Plaintiff re-alleges and incorporates by reference all preceding paragraphs, inclusive, as  
6 though set forth in full herein.

7 96. At all times hereto, the FEHA, including in particular Government Code §12940(n),  
8 was in full force and effect and was binding upon Defendants. This subsection imposes an ongoing  
9 duty on Defendants to engage in a timely, good faith, interactive process with the employee to  
10 determine effective reasonable accommodations, if any, in response to a request for reasonable  
11 accommodation by an employee with a known physical disability or known medical condition and/or  
12 becoming aware of the employee's need for accommodation.

13 97. At all relevant times, Plaintiff was a member of a protected class within the meaning of,  
14 in particular, Government Code §§12940(a) & 12986(1) et seq. because Plaintiff had a physical  
15 disability that affected Plaintiff's major life activities, and medical condition of which Defendants had  
16 both actual and constructive knowledge.

17 98. Plaintiff reported the disability to Defendants, triggering Defendants' obligation to  
18 engage in the interactive process with Plaintiff, but at all times herein, Defendants failed and refused  
19 to do so. Thereafter, despite Defendants continuing obligation to engage in the interactive process with  
20 Plaintiff, Defendants continued to violate this obligation up to and including the date of Plaintiff's  
21 constructive discharge.

22 99. The above said acts of Defendants constitute violations of the FEHA, and were a  
23 proximate cause in Plaintiff's damage as stated below.

24 100. The damage allegations of all preceding paragraphs, inclusive, are herein incorporated  
25 by reference.

26 101. Pursuant to Government Code §12965(b), Plaintiff requests a reasonable award of  
27 attorneys' fees and costs, including expert fees pursuant to the FEHA.  
28



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff seeks judgment against Defendants and each of them, in an amount according to proof but estimated to be no less than \$1,000,000 as follows:

1. For a money judgment representing compensatory damages including lost wages, earnings, commissions, retirement benefits, and other employee benefits, and all other sums of money, together with interest on these amounts; for other special damages; and for general damages for mental pain and anguish and emotional distress and loss of earning capacity;

2. For prejudgment interest on each of the foregoing at the legal rate from the date the obligation became due through the date of judgment in this matter;

**WHEREFORE**, Plaintiff further seeks judgment against Defendants, and each of them, in an amount according to proof, as follows:

3. For injunctive relief barring Defendants' discriminatory employment policies and practices in the future, and restoring Plaintiff to Plaintiff's former position with Defendants;

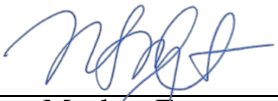
4. For costs of suit, attorneys' fees, and expert witness fees pursuant to the FEHA, Labor Code and/or any other basis;

5. For post-judgment interest; and

6. For any other relief that is just and proper.

DATED: October 18, 2022

**MOSLEY AND ASSOCIATES**

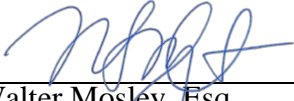
By:   
\_\_\_\_\_  
Walter Mosley, Esq.  
Carlos E. Montoya, Esq.  
Nathalie Meza Contreras, Esq.  
Attorneys for Plaintiff  
BRISON HARDIN

**JURY TRIAL DEMANDED**

Plaintiff BRISON HARDIN demands trial of all issues by jury.

DATED: October 18, 2022

**MOSLEY AND ASSOCIATES**

By:   
\_\_\_\_\_  
Walter Mosley, Esq.  
Carlos E. Montoya, Esq.  
Nathalie Meza Contreras, Esq.  
Attorneys for Plaintiff  
BRISON HARDIN

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28