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Superior Court of California,
County of San Diego
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Clerk of the Superior Court
By Angelika Cazares, Deputy Clerk

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8 Attorney for Plaintiff Joseph Basinski

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10 **SUPERIOR COURT OF CALIFORNIA**
11 **COUNTY OF SAN DIEGO**

12 JOSEPH BASINSKI,) Case No. 37-2023-00037377-CU-0E-CTL
13)
14 Plaintiff,) COMPLAINT FOR DAMAGES AND
15) INJUNCTIVE RELIEF FOR EMPLOYMENT
16) DISCRIMINATION
17 v.)
18)
19 VALLEY CENTER FIRE PROTECTION)
20 DISTRICT, a governmental entity, DOES)
21 1 TO 10,) (UNLIMITED)
22)
23 Defendants.)

24 **FIRST CAUSE OF ACTION**
25 (Violation of California Government Code §12940 (a))
26

27 1. Plaintiff Joseph Basinski, is, and was at all times relevant, a resident of California and
28 a citizen of the United States. Plaintiff was at all times relevant from September 2016 through
December 20, 2021 a full duty captain employed by the Defendant Valley Center Fire Protection
District (herein VCFPD). Plaintiff is, and was at all times relevant, a qualified individual
capable of performing the essential functions of his job as a full duty captain with the Defendant
VCFPD with or without accommodation.

2. Defendant VCFPD is, and was at all times herein relevant, a governmental entity which
employed, and employs, persons such as Plaintiff to provide fire protection services. The Defendant
VCFPD is, and was at all times relevant, an employer of more than five persons and is, and was at

1 all times relevant, governed by the California Fair Employment and Housing Act, California
2 Government Code §12900 et seq. The principal place of business of the Defendant VCFPD is,
3 and was at all times relevant, located at 28234 Lilac Valley Road, Valley Center, CA 92082.
4 Some of the Defendants' conduct alleged in this complaint occurred in downtown San Diego, CA
5 and some the Defendants' conduct alleged in this complaint occurred at the principal place of
6 business of the Defendant VCFPD.

7 Josef Napier is, and was at all times herein relevant, a fire chief employed by Defendant
8 VCFPD, a managing agent of the Defendant VCFPD, and a supervisor of Plaintiff. Josef Napier
9 is not, and never has been, a medical doctor and he has never been licensed to diagnose Plaintiff as
10 having a physical disability. Defendant VCFPD authorized and ratified all of the conduct of Josef
11 Napier alleged herein. At all times herein relevant from on or about September 1, 2021 through the
12 present Plaintiff has been wrongly perceived by the Defendants to have a physical disability, within
13 the meaning of California Government Code §12926 (m) and (o), and California Government Code
14 §12940 (a) and the relevant regulations relating to those government code sections including Title
15 2 Cal. Code Regs. §11065 (d) (5) and (6).

16 3. Plaintiff is unaware of the names or capacities, or both, of the Defendants named in this
17 complaint as DOES 1 TO 10 and therefore sues these Defendants by such fictitious names.
18 When Plaintiff learns the named or capacities or both the these fictitiously named Defendants
19 he will seek leave of the court to amend this complaint to add there true names and capacities
20 pursuant to California Code of Civil Procedure §474. Plaintiff is informed and believes, and thereon
21 alleges, each of the fictitiously named Defendants DOES 1 TO 10 is responsible in some manner
22 for the wrongful conduct alleged herein, and that Plaintiff's damages alleged herein were legally
23 caused by their conduct. Plaintiff is informed and believes, and thereon alleges, each Defendant
24 as an agent or employee of the other Defendants and were acting within the course and scope of
25 their agency or employment.

26 4. Plaintiff has exhausted all his administrative remedies to the extent such exhaustion
27 was required before filing this complaint. Plaintiff obtained two Notices of Right Sue from the

1 California Department of Fair Employment and Housing (DFEH), which agency is also known as
2 the California Civil Rights Department. The first complaint Plaintiff filed with the DFEH against
3 the Defendants was filed by on September 1, 2022 relates to the Defendants' wrongful conduct
4 which occurred from September 1, 2021 through September 1, 2022. On September 1, 2022
5 Plaintiff received a Notice of Right to Sue concerning the first complaint he filed with the DFEH.
6 The second complaint Plaintiff filed with the DFEH on August 25, 2023 against the Defendants
7 relates to the Defendants' wrongful conduct which occurred from September 2, 2022 through
8 August 25, 2023. On August 25, 2023 Plaintiff received a Notice of Right to Sue concerning the
9 second complaint he filed with the DFEH.

10 5. In late August 2021 Plaintiff suffered an injury outside of work and took some sick
11 leave while he was recovering. Plaintiff had recovered from that injury by September 1, 2021 and
12 was prepared to return to work in his job as a full duty captain with Defendant VCFPD. On or about
13 September 1, 2021 Defendant VCFPD, acting through Josef Napier, forced Plaintiff to use all
14 Plaintiff's remaining sick leave and Plaintiff's and vacation leave before returning to work because
15 the Defendants wrongly perceived Plaintiff to be disabled. On September 14, 2021 Plaintiff
16 provided a written medical opinion from Plaintiff's qualified doctor to Josef Napier and Defendant
17 VCFPD which opinion stated that Plaintiff was able to return to work as a full duty captain with the
18 Defendant VCFPD. Plaintiff requested at that time, and continued to request thereafter, that
19 Plaintiff be returned to his job as a full duty captain with Defendant VCFPD. It was the Defendant
20 VCFPD's implied in fact policy in September 2021 to accept the opinions of an employee's chosen
21 health care provider that an employee had recovered from any injury or illness that was not work
22 related and that the employee was able to return to work. On September 15, 2021, the Defendant
23 VCFPD, again acting through Josef Napier, put Plaintiff on forced administrative leave
24 effective September 19, 2021 because Josef Napier and Defendant VCFPD wrongly perceived
25 Plaintiff to be disabled and decided to intentionally discriminated against Plaintiff and treat Plaintiff
26 differently from other similarly situated employees of the Defendant VCFPD and prevent Plaintiff
27 from returning to his job as a full duty captain with the Defendant VCFPD. Defendant VCFPD

1 carried out part of the forced administrative leave order it imposed on Plaintiff by sending persons
2 to Plaintiff's residence to take Plaintiff's work uniforms and related work equipment from Plaintiff.

3 In late October 2021, Josef Napier and Defendant VCFPD forced Plaintiff to go to a fitness
4 for duty examination with a doctor who was chosen by the Defendants. Before that fitness for duty
5 examination the Defendants, without Plaintiff's knowledge or consent, the Defendants gave the
6 doctor they had chosen an inaccurate job description for Plaintiff's job as a full duty captain which
7 job description did not include the information required to be provided concerning the essential
8 functions of Plaintiff's job pursuant to the requirements of California Government Code §12926 (f)
9 (2) and Title 2 Cal. Code Regs. §11065 (e). Defendant VCFPD also gave the doctor it chose a set
10 of questions to answer which questions were neither disclosed to, nor approved by, Plaintiff before
11 his fitness for duty examination. Before November 11, 2021, Plaintiff submitted to the Defendant
12 VCFPD additional medical evidence and written opinions from Plaintiff's qualified doctors
13 stating that Plaintiff was fit for duty as a full duty captain with Defendants. On or about November
14 12, 2021 the doctor Defendant VCFPD had sent Plaintiff to for the fitness for duty examination
15 wrote a report which he transmitted to the Defendants and in which that doctor informed the
16 Defendant VCFPD that Plaintiff was not disabled and that Plaintiff was fit for duty as a full duty
17 captain with Defendant VCFPD. In response to Question No. 1 posed to him by the Defendants, the
18 doctor the Defendants chose to examine Plaintiff stated in writing in his report as follows:

- 19 1. Does Captain Basinski have a mental or physical impairment that limits his
20 ability to engage in a major life activity, such as the ability to work, care for
21 himself, perform manual tasks, walk, see, hear, eat, sleep, or engage in
22 social activities ?

23 No.

24 In response to Question No. 4 posed to him by the Defendants, the doctor the Defendants chose
25 to examine Plaintiff stated in writing in his report as follows:

- 26 4. Does Captain Basinski's continued assignment to the job of fire captain
27 pose a significant current risk of substantial harm to the health or safety
28 of the employee or others ?

Captain Basinski has been a firefighter/fire captain at least since 2001.

1 Even though he is known to have a history of a seizure disorder, he has
2 been able to do his job without any restrictions or problems. Part of that
3 time he was on seizure medication, and part of that time he was not.
4 Therefore, as long as he remains under the care of his neurologist and his
5 therapeutic level is maintained with seizure medication, I do not see a need
6 for any change in the activities he previously did.

7 After November 12, 2021 Defendant VCFPD continued to ignore the opinions of Plaintiff's
8 doctors and the statements quoted above of the doctor it chose to examine Plaintiff, and continued
9 to perceive Plaintiff as disabled and continued to discriminate against Plaintiff by refusing to let
10 Plaintiff return to work as a full duty captain. Plaintiff was kept on forced administrative leave by
11 the Defendants through December 20, 2021. On or about December 20, 2021 Josef Napier and
12 Defendant VCFPD engaged in an act of intentional discrimination against Plaintiff when they
13 fabricated a bogus work restriction for Plaintiff which purportedly required that Plaintiff get no less
14 than seven hours of continuous uninterrupted sleep every 24 hours. This bogus work restriction was
15 not based on any medical evidence specific to Plaintiff or any objective medical evidence that such
16 a work restriction was necessary for Plaintiff but was apparently resulted from some unsolicited,
17 unauthorized and speculative treatment recommendation made by the doctor the Defendants sent
18 Plaintiff to see solely for a fitness for duty examination and which doctor had no authority to
19 attempt to treat Plaintiff and was a person with whom Plaintiff did not have a physician patient
20 relationship. The bogus work restriction fabricated by the Defendants could not be complied with
21 by Plaintiff, or any other ordinary human being, because ordinary human beings can not voluntarily
22 control the specific amount of continuous uninterrupted sleep they get in a particular period of time.
23 The time an ordinary person falls asleep is controlled by that person's involuntary (that is,
24 autonomic) nervous system as is the amount of time an ordinary person stays asleep. A simple thing
25 like a dream can wake an ordinary person from sleep involuntarily no matter how much that person
26 may want to stay asleep longer as can biological needs experienced during sleep. The Defendant
27 VCFPD knew, or certainly should have known, that a bogus work restriction of a set amount of
28 continuous, uninterrupted sleep in a 24 hour period was not only impossible to comply with but that
it was intentionally discriminatory against Plaintiff. This bogus work restriction was fabricated by

1 Josef Napier to try to support his and the Defendants' wrong perception that Plaintiff was disabled.
2 Plaintiff is informed and believes, and thereon alleges, no other full duty captain hired by the
3 Defendant VCFPD from December 20, 2021 through the present has ever been required to show he,
4 or she, was getting a minimum of seven hours of continuous, uninterrupted sleep in a twenty-four
5 hour period in order to be deemed fit to take a job as a full duty captain with Defendant VCFPD,
6 including the three new full duty captains hired by Defendant VCFPD discussed below.

7 On or about December 21, 2021 Josef Napier acting on behalf of Defendant VCFPD, and
8 because the Defendants continued to wrongly perceive Plaintiff to be disabled, took Plaintiff off
9 administrative leave and informed Plaintiff that Plaintiff would be terminated if Plaintiff would
10 not accept the lesser position of Administrative Captain of Training with the Defendant VCFPD.
11 Plaintiff took this lesser position under protest while Plaintiff continued his efforts to be reinstated
12 as a full duty captain with the Defendant VCFPD. No written job description was provided to
13 Plaintiff for the Administrative Captain of Training position until August 1, 2022.

14 In 2022 Plaintiff continued not have any actual disability although the Defendants
15 continued to perceive Plaintiff to be disabled. In or about May 2022 and July 2022 Josef Napier
16 and Defendant VCFPD further intentionally discriminated against Plaintiff when they hired a new
17 full duty captain into a position into which Plaintiff should have been reinstated because the
18 Defendants continued to wrongly perceive Plaintiff to be disabled.

19 6. On September 16, 2022 Plaintiff's current qualified neurologist expressed a written
20 opinion that Plaintiff was able to work as a full duty captain without any restrictions including any
21 purported restriction concerning any particular amount of sleep and Plaintiff gave that written
22 opinion to Josef Napier and Defendant VCFPD on or about September 16, 2022. On September 23,
23 2022 Plaintiff again demanded, now through Plaintiff's counsel, that Plaintiff be reinstated to his
24 position as a full duty captain with the Defendant VCFPD which demand was refused by the
25 Defendants which was an act of further and ongoing discrimination of Plaintiff based on the
26 Defendants' wrong perception that Plaintiff was disabled. In October 2022 the Defendants
27 intentionally discriminated against Plaintiff again when Defendant VCFPD, through Josef Napier,

1 hired a new full duty captain for employment with Defendant VCFPD. The Defendants intentionally
2 engaged in this conduct because Josef Napier and Defendant VCFPD continued to wrongly perceive
3 Plaintiff to be disabled and the Defendants intentionally disregarded the qualified and current
4 medical evidence Plaintiff presented to them which showed the Defendants it was wrong for them
5 to regard Plaintiff as disabled. The Defendants have continued to intentionally discriminate against
6 Plaintiff from October 2022 through the present based on their wrong perception that Plaintiff is
7 disabled. All of the Defendants' conduct alleged in this cause of action was substantially motivated
8 by the Defendants' desire to intentionally discriminate against Plaintiff based on the Defendants'
9 wrong perception that Plaintiff is disabled and was in violation of Plaintiff's statutory rights under
10 California Government Code §12940 (a).

11 7. The conduct of the Defendants alleged in this complaint has legally caused Plaintiff to
12 suffer economic damages in the form of lost income including lost overtime, lost benefits including
13 lost vacation pay and lost sick pay, and lost economic opportunities including the ability to work in
14 the K9 program from September 1, 2021 through the present in an amounts to be proved and which
15 are within the unlimited jurisdictional amount of this court. Plaintiff is informed and believes, and
16 thereon alleges, the conduct of the VCFPD alleged herein will legally cause Plaintiff to suffer
17 economic damages of a similar nature in the future, and will in addition prevent Plaintiff from
18 competing for the position of division chief or chief with Defendant VCFPD all to his ongoing
19 damage until he is ordered to be reinstated as a full duty captain with the VCFPD all in an amount
20 to be proved which amount is within the unlimited jurisdictional amount of this court.

21 8. The conduct of the Defendants alleged herein legally caused Plaintiff to suffer severe
22 mental and emotional distress damages including, but not to severe anxiety, fear, depression,
23 and humiliation related to his removal from his position as a full duty captain and the other acts of
24 intentional discrimination against him described in this complaint all to his damage in an amount to
25 be proved and which amount is within the unlimited jurisdiction of this court. Plaintiff is informed
26 and believes, and thereon alleges, the conduct of the Defendants alleged herein will continue to
27 cause him severe mental and emotional distress damages in the future until Plaintiff is reinstated to
28

1 his position as a full duty captain with the Defendant VCFPD in an amount to be proved and which
2 amount is within the unlimited jurisdictional amount of the this court. As a result of the past mental
3 and emotional distress Plaintiff experienced which was legally caused by the Defendants' conduct
4 Plaintiff suffered special damages in the form of medical expenses in the amount of approximately
5 \$500 for psychotherapy which special damages Plaintiff claims against the Defendants.

6 9. The Defendants alleged herein has legally caused Plaintiff to incur attorney's fees and
7 expenses and court costs in an amount to be proved and which is within the jurisdiction of this
8 court. Plaintiff is informed and believes, and thereon alleges, the conduct of the Defendants alleged
9 herein will legally cause Plaintiff to incur attorney's fees and expenses and court costs in the future
10 until Plaintiff is ordered to be reinstated as a full duty captain with VCFPD in an amount to be
11 proved. Plaintiff claims these past and future attorney's fees, expenses and court costs pursuant to
12 California Government Code §12965 (b).

13 10. Pursuant to the law, See generally Aguilar v. Avis Rent A Car System, Inc. (1999)
14 21 Cal.4th 121, 131, and consistent with California Government Code §12970, a court upon finding
15 that a Plaintiff was the victim of illegal discrimination may order that the Plaintiff be reinstated to
16 the Plaintiff's former position as a remedy for the illegal discrimination found and may enter an
17 injunctive order prohibiting the employer from engaging in future discrimination against the Plaintiff
18 which relief Plaintiff seeks as an additional remedy in this case. No adequate remedy exists other
19 than future injunctive relief to prevent Josef Napier, who Plaintiff assumes will remain his chief
20 after Plaintiff is returned to his position as a full duty captain, and any other supervisor who may
21 have Plaintiff under his or her supervision including, but not limited to, deputy chiefs of the
22 Defendant VCFPD, from engaging in disability discrimination concerning Plaintiff in the future.

23 **SECOND CAUSE OF ACTION**
24 (Violation of California Government Code §12940 (n))

25 11. Plaintiff incorporates herein by this reference paragraphs 1, 2, 3, 4, 5 and 6 of this
26 complaint.

27 12. In September, 2021 Defendant VCFPD, through Josef Napier, became aware that it

1 intended to claim Plaintiff could not do his job as a full duty captain based on a disability it
2 perceived, but which Plaintiff did not have. Once this decision was made by Defendant VCFPD
3 it had an legal obligation to advise Plaintiff of, and to timely start an interactive process, and
4 thereafter engage in good faith in that process with Plaintiff pursuant to California law and in
5 particular California Government Code §12940 (n), Title 2 Cal. Code Regs. §11065 (j), and
6 Title 2 Cal. Code Regs. §11069.

7 Pursuant to the relevant law as part of interactive process the Defendants were required to
8 provide Plaintiff with essential and accurate information. The first time the term “interactive
9 process” was mentioned by the Defendants to Plaintiff was in an email sent to him by Josef Napier
10 on September 14, 2021. However, what Josef Napier described in that email and which was further
11 described in the letter Josef Napier sent to Plaintiff on September 15, 2021 was not the interactive
12 process contemplated by California law but what was instead a unilateral process which the
13 Defendants intended to control the process and enforce their control by threatening that any
14 violation of the directives to Plaintiff in during their unilateral process would subject Plaintiff to
15 discipline for insubordination. Contrary to the law relating to the interactive process,
16 including Title 2 Cal. Code Regs. §11069 (d) (5) (B), Defendant VCFPD required Plaintiff to
17 provided an authorization for the Defendant to obtain medical records relating to Plaintiff which
18 contained information unrelated to any request for any accommodation that had been made by
19 Plaintiff. In 2021 and throughout 2022 through August 2022 the Defendants never offered Plaintiff
20 the opportunity to be represented by counsel during the process they initiated. The medical
21 information Plaintiff submitted to the Defendants in 2021 was not considered by the Defendants in
22 good faith as was shown by the Defendants ultimate decision on December 21, 2022 to remove
23 Plaintiff from the position of full duty captain all based on the Defendants ongoing wrong perception
24 of Plaintiff as disabled which decision was made without any input from Plaintiff.

25 13. The Defendants ceased interacting with Plaintiff at all for the next almost seven
26 months concerning Plaintiff’s demand that he be re-instated to his position as a full duty captain
27 with the Defendant VCFPD. When Plaintiff submitted additional medical information in late July

1 2022 to the Defendants which medical information corrected some of Plaintiff's past medical
2 records the Defendants, even though they had an ongoing duty to promptly consider and act on such
3 information, did not act on that information until about April 2023. It was not until April 2023
4 when the Defendants first gave that information to the doctor the Defendants were consulting as part
5 of a new interactive process.

6 On or about September 16, 2022 Plaintiff provided Josef Napier and Defendant VCFPD a
7 written opinion from Plaintiff's qualified neurologist based on the then-current evidence of
8 Plaintiff's condition and the treatment that Plaintiff was not disabled and could do the job of full
9 duty captain with Defendant VCFPD without any restrictions including any alleged restriction tied
10 to a need for specific amount of continuous, uninterrupted sleep in a 24 hour period or any other
11 period. On October 4, 2022 Defendant VCFPD, through its attorney, requested that Plaintiff and his
12 attorney engage in a differently described interactive process with the Defendant VCFPD during
13 which process Plaintiff's attorney would be allowed to participate which is referred to herein
14 as the new interactive process to distinguish it from the unilateral process started by Josef Napier
15 in September 2021. Plaintiff in good faith, in an effort to mitigate his damages, and because the
16 regulations relating to the interactive process are broad enough to include perceived disabilities
17 including Title 2 Cal. Code Regs. §11064 (b) agreed to engage in the new interactive process.

18 Plaintiff and his attorney met face to face with Defendant VCFPD and its attorney and Josef
19 Napier in downtown San Diego, CA on December 1, 2022 and on May 17, 2023 as part of the
20 new interactive process and the parties' counsel corresponded in addition to these meetings as part
21 of the interactive process. Plaintiff's counsel providing the Defendants with additional, and
22 updated, medical records concerning Plaintiff in March 2023. The doctor the Defendants
23 were consulting with as part of this new interactive process (which was the same doctor they sent
24 Plaintiff to for the fitness for duty exam in October 2021) wrote a letter dated April 24, 2023 a copy
25 of which was provided to Plaintiff and his counsel as part of the new interactive process which made
26 statements falsely implying that Plaintiff was not taking required medications. After Plaintiff and
27 Plaintiff's counsel met face to face with the Defendant VCFPD's attorney and its representative,

1 Josef Napier in May 2023 and further clarified what medical information had been provided and
2 what Plaintiff's true and current medical condition and course of treatment was, the Defendants
3 apparently again communicated with the doctor with whom they were consulting in the interactive
4 process on or about June 13, 2023. Those communications were followed by another letter from
5 the doctor hired by the Defendants dated June 22, 2023, a copy of which was provided to Plaintiff
6 and his counsel as part of the interactive process, in which that doctor claimed that he had
7 had just learned on or about June 13, 2023 that Plaintiff was treating with Plaintiff's current doctor,
8 when in fact that the Defendants knew Plaintiff was treating with his current doctor since on or about
9 September 16, 2022 when Plaintiff had delivered a letter from his current doctor to Josef Napier.
10 The Defendants also knew that information more recently when Plaintiff's counsel hand delivered
11 medical records from Plaintiff's current doctor to Defendants' counsel in March 2023 which records
12 included information concerning medications Plaintiff was taking and the name of his doctor.
13 Delivery of this information to the Defendants and their counsel was effectively delivery of this
14 information to the doctor Defendants hired to consult with Defendants as part of the new interactive
15 process. If Defendants were not going to actually give the medical information Plaintiff provided
16 to them to the doctor they said needed and were given that was essential information Defendants
17 were required to provide to Plaintiff as part of the interactive process. The doctor with whom the
18 Defendants were consulting falsely stated in his June 22, 2023 letter that Plaintiff and his current
19 doctor agreed that Plaintiff should undergo a sleep study when that was not the case and Plaintiff and
20 his counsel had expressly made clear to the Defendants and their counsel that Plaintiff's doctor did
21 not consider any such study to be needed and that Plaintiff did not consent to any such study and
22 which that proposed study is not permitted under the regulations governing the interactive process.
23 The Defendants did not correct the misrepresentations made by the doctor they had hired in his June
24 2023 letter. It became clear that the new interactive process was being engaged in by the Defendants
25 in bad faith and in an apparent attempt to get Plaintiff to submit to a study desired by the doctor the
26 Defendants had hired when they knew Plaintiff's treating doctor deemed such a study unnecessary.

27 After waiting a reasonable amount of time and going through almost ten months of the

1 unilateral process and the new interactive process with the Defendants, all of which brought
2 Plaintiff no closer to getting reinstated to his job as a full duty captain, Plaintiff determined he must
3 pursue formal action to achieve the remedies sought in this complaint. With the filing of this
4 complaint he ends what is described herein as the new interactive process. All of the Defendants'
5 conduct alleged in this cause of action was intentional and was in violation of Plaintiff's statutory
6 rights under California Government Code §12940 (n).

7 14. The conduct of the Defendants alleged herein has legally caused Plaintiff to suffer
8 economic damage in the form of lost income form of lost income including lost opportunities to
9 earn overtime and participate in the K9 program, lost benefits including vacation and sick time
10 in an amount to be proved and which is within the unlimited jurisdictional amount of this court.

11 15. The conduct of the Defendants alleged herein legally caused Plaintiff to suffer severe
12 mental and emotional distress damages including, but not limited to, anxiety, fear, humiliation
13 and depression all to Plaintiff's damage in an amount to be proved and which is within
14 the unlimited jurisdictional amount of this court. As a result of the past mental and emotional
15 distress Plaintiff experienced which was legally caused by the Defendants' conduct Plaintiff
16 suffered special damages in the form of medical expenses in the amount of approximately \$500 for
17 psychotherapy which special damages Plaintiff claims against the Defendants.

18 16. The conduct of the Defendants alleged herein has legally caused Plaintiff to incur
19 attorney's fees and expenses and court costs in an amount to be proved and which is within the
20 jurisdiction of this court. Plaintiff is informed and believes, and thereon alleges, the conduct of
21 the Defendants alleged herein will legally cause Plaintiff to incur attorney's fees and expenses
22 and court costs in the future in an amount to be proved. Plaintiff claims these past and future
23 attorney's fees, expenses and court costs pursuant to California Government Code §12965 (b).

24 WHEREFORE, Plaintiff Joseph Basinski prays:

25 As to the First Cause of Action against all Defendants:

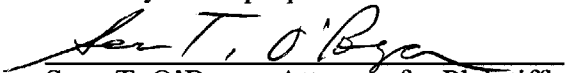
26 1. Compensatory damages in the nature of past lost earnings and benefits and future lost
27 earning capacity in an amount to be proved;

- 1 2. Interest on past lost earnings and benefits in the amount of 7 percent per year until they
2 are paid in an amount to be proved;
- 3 3. Compensatory damages in the nature of past and future mental and emotional distress
4 damages in an amount to be proved;
- 5 4. Special damages of \$500 in medical expenses;
- 6 5. For attorney's fees and expenses according to proof;
- 7 6. For costs;
- 8 7. For a permanent injunction restoring Plaintiff to his position as a full duty captain with
9 the Defendant VCFPD and prohibiting future disability discrimination of Plaintiff; and
- 10 8. For such other, and further, relief as the court may deem proper.

11 As to the Second Cause of Action against all Defendants:

- 12 1. Compensatory damages in the nature of past lost earnings and benefits from September
13 1, 2021 through August 31, 2022 according to proof;
- 14 2. Interest on past lost earnings and benefits in the amount of 7 percent per year until they
15 are paid in an amount to be proved;
- 16 3. Compensatory damages in the nature of past mental and emotional distress damages in
17 an amount to be proved;
- 18 4. Special damages of \$500 in medical expenses;
- 19 5. For attorney's fees and expenses according to proof;
- 20 6. For costs; and
- 21 7. For such other, and further, relief as the court may deem proper.

22 Dated: August 28, 2023


Sean T. O'Bryan, Attorney for Plaintiff