

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Randolph Hammock

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11 TIMOTHY HEARL

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

14 TIMOTHY HEARL, an individual,
15
16 Plaintiff,

17 vs.

18 EMPYREAN PRODUCTION SERVICES, a
19 California corporation; REDROCK
20 ENTERTAINMENT SERVICES LLC, a
21 Delaware limited liability company; NETFLIX,
22 INC., a Delaware corporation; FEVER LABS,
23 INC., a Delaware corporation; SECRET
24 GROUP US, INC., a Delaware corporation; and
25 DOES 1 through 50, inclusive,
26 Defendants.

Case No. **21STCV01716**

COMPLAINT FOR DAMAGES

- (1) **WHISTLEBLOWER RETALIATION IN VIOLATION OF LABOR CODE § 1102.5;**
- (2) **WHISTLEBLOWER RETALIATION IN VIOLATION OF LABOR CODE § 232.5;**
- (3) **WHISTLEBLOWER RETALIATION IN VIOLATION OF LABOR CODE § 98.6;**
- (4) **WHISTLEBLOWER RETALIATION IN VIOLATION OF LABOR CODE § 6310;**
- (5) **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
- (6) **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

DEMAND FOR JURY TRIAL

1 Plaintiff Timothy Hearl (“Plaintiff”) hereby submits this Complaint for Damages against
2 Defendants Empyrean Production Services, Redrock Entertainment Services LLC, Netflix, Inc., Fever
3 Labs, Inc., Secret Group US, Inc., and Does 1 through 50 (collectively, “Defendants”) as follows:

4 **JURISDICTION AND VENUE**

5 1. Jurisdiction and venue are proper because the alleged wrongs occurred in Los Angeles
6 County. On information and belief, Defendants maintain business locations in Los Angeles County
7 and employ individuals who perform their duties throughout the state, including, but not limited to,
8 Plaintiff.

9 **PARTIES**

10 2. Plaintiff is an individual, who at all times herein mentioned was and is a resident of
11 Los Angeles County, California.

12 3. Plaintiff is informed and believes and thereon alleges that Defendant Empyrean
13 Production Services (“Empyrean”) was and is a California corporation existing under the laws of the
14 State of California, with its principal place of business in Burbank, California. Plaintiff is also
15 informed and believes, and thereon alleges, that Defendant Empyrean Production Services is engaged
16 in providing staffing services for events such as concerts, conventions, festivals, and providing other
17 event operations support.

18 4. Plaintiff is informed and believes and thereon alleges that Defendant Redrock
19 Entertainment Services LLC (“Redrock”) was and is a Delaware limited liability company existing
20 under the laws of the State of California, with its principal place of business in Beverly Hills,
21 California. Plaintiff is also informed and believes, and thereon alleges, that Defendant Redrock
22 Entertainment Services LLC is engaged in the business of entertainment management and production,
23 coordinating concerts, festivals, film premieres, and other events.

24 5. Plaintiff is informed and believes and thereon alleges that Defendant Netflix, Inc.
25 (“Netflix”) was and is a Delaware corporation existing under the laws of the State of California, with
26 its principal place of business in Los Angeles, California. Plaintiff is also informed and believes, and
27 thereon alleges, that Defendant Netflix, Inc. is a streaming media service and production company.

28 6. Plaintiff is informed and believes and thereon alleges that Defendant Fever Labs, Inc.

1 (“Fever”) was and is a Delaware corporation existing under the laws of the State of California, with
2 locations throughout the State of California, including in Los Angeles, California. Plaintiff is also
3 informed and believes, and thereon alleges, that Defendant Fever Labs, Inc. is an online entertainment
4 experience platform, where users may purchase tickets for the cinema, museums, theater, food tasting
5 events, concerts, nightclubs, and other events around the world.

6 7. Plaintiff is informed and believes and thereon alleges that Defendant Secret Group US,
7 Inc. (“Secret”) was and is a Delaware corporation existing under the laws of the State of California,
8 with its principal place of business in Los Angeles, California. Plaintiff is also informed and
9 believes, and thereon alleges, that Defendant Secret Group US, Inc. is engaged in the business of
10 event promotion, producing in-person, immersive entertainment events based on popular films and
11 other media.

12 8. During the time of Plaintiff’s employment with Defendant and each of them as
13 described herein, Defendant Does 1 through 50 regularly exercised direct and/or indirect control of
14 Plaintiff’s wages, working hours, and working conditions during Plaintiff’s employment for
15 Defendants and each of them. Plaintiff further alleges that each of the said individual Defendants,
16 including unknown Defendants identified herein as Does, also directly and/or indirectly controlled the
17 working conditions, wages, working hours, and working conditions of Plaintiff.

18 9. Plaintiff is ignorant of the true names or capacities of the defendants sued herein under
19 fictitious names Does 1 to 50 inclusive. Plaintiff will seek leave to amend the complaint when the
20 names and identities of these fictitiously named defendants become known. Plaintiff is informed and
21 believes and thereupon alleges that each of said defendants Does 1 to 50 was and is responsible in
22 some manner or capacity for the events stated herein and caused injury and damage to Plaintiff. Each
23 reference in this complaint to “defendant”, “defendants”, or a specifically named defendant refers
24 also to all defendants sued under fictitious names. Plaintiff is informed and believes, and thereupon
25 alleges that each Doe Defendant is an employer of Plaintiff as a matter of law in that each Doe
26 Defendant is a person who owns, controls and /or managed Defendants or is a person responsible for
27 the wages, hours and working conditions of Plaintiff in connection with the employment alleged in
28 this complaint.

1 **FACTUAL ALLEGATIONS**

2 10. Plaintiff is an actor and performer who has been performing in the Los Angeles area
3 for many years. On or about September 10, 2020, Plaintiff was hired by Defendants as part of a
4 theater ensemble to recreate scenes from season three of the Netflix fantasy series *Stranger Things*.
5 Plaintiff was a dedicated and hard-working employee who performed his job with joy and verve.
6 Despite his enthusiastic contribution to Defendants’ stage show, Plaintiff was wrongfully terminated
7 on November 20, 2020, for opposing Defendant’s unsafe and illegal workplace practices and health
8 and safety violations.

9 11. The *Stranger Things* show was scheduled to run from about September 2020 through
10 April 2021, with performances occurring five days a week. Due to the ongoing Covid-19 pandemic,
11 the live event was adapted as a drive-in experience at an outdoor venue in downtown Los Angeles.

12 12. Plaintiff was initially hired to play a Demogorgon, a monster from an alternate
13 dimension in the fictional *Stranger Things* world. The role required Plaintiff to don a custom-fit full
14 body suit. Despite Plaintiff completing several costume fittings and attending all rehearsals,
15 Defendants failed to produce a costume for Plaintiff to wear. As an actor in the ensemble, Plaintiff
16 was guaranteed 2-3 days of work a week, but through no fault of his own Plaintiff was not scheduled
17 for work for five weeks.

18 13. In response to multiple emails from Plaintiff complaining about the lack of
19 contractually agreed upon work, Defendants temporarily reassigned Plaintiff to work on Level 9,
20 playing a character wearing a hazmat suit.

21 14. Level 9 of the theater venue consisted of an enclosed parking area with little
22 ventilation. The space was not designed to have actors roaming between cars for any length of time,
23 as any openings to fresh air were covered to protect light from seeping in and audience members kept
24 their vehicles running during the performances. In addition, audience members would occasionally
25 move their vehicles rather than remaining parked for the duration of the show.

26 15. After several performances, the actors assigned to Level 9 started complaining that
27 they could not breathe properly and were getting sick from possible carbon monoxide poisoning due
28 to car exhaust and/or in response to the fog and fake ash used in the production. Plaintiff and the

1 other performers were forced to inhale car exhaust and other toxins for up to five or more hours
2 during a shift. The actors had difficulty breathing, headaches, low blood pressure, and were feeling
3 faint. As one of the more seasoned performers in the background ensemble, Plaintiff was unafraid to
4 voice his health and safety concerns and advocate on behalf of his fellow performers. Plaintiff was
5 open and very vocal – he documented his concerns to management in writing after verbal complaints
6 went unaddressed. Specifically, Plaintiff inquired as to whether a ventilation system would be
7 provided, and whether carbon dioxide monitors would be available. Plaintiff also complained about
8 and voiced concerns over the safety hazards associated with cars moving while the actors were
9 performing; in addition to concerns about COVID-19 exposure in light of the indoor rehearsals the
10 performers were required to partake in. Defendants did not address Plaintiff’s concerns other than to
11 express that they “[would] get back to [Plaintiff].” Plaintiff subsequently filed a complaint with the
12 California Occupational Safety and Health Administration (“OSHA”).

13 16. Indeed, rather than address Plaintiff’s safety concerns and improve workplace
14 conditions, Defendants took Plaintiff and several other complaining employees off of work.
15 Replacement actors were hired to work on Level 9 instead.

16 17. After approximately three weeks of requesting work from management, Defendants
17 informed Plaintiff that he could return to work in the hazmat-suit role.

18 18. Plaintiff became aware that OSHA representatives had performed a site inspection of
19 the *Stranger Things* live production set. As a result, Plaintiff noticed a few changes on his return to
20 work. Exhaust fans and carbon dioxide and monoxide monitors had been installed. Despite these
21 changes, however, vehicle exhaust and car movement issues continued to plague the performers.

22 19. On or about November 15, 2020, Plaintiff was almost hit by a moving car during a
23 performance. Plaintiff reported this incident both in person and via email to production management.
24 After receiving no further response to his complaint other than an initial “let us handle it,”
25 approximately five days later during Plaintiff’s next regularly scheduled shift, Plaintiff emailed
26 management to suggest that OSHA inspect and review the outdoor workplace for further safety
27 improvements.

28 20. Defendants sent an immediate response to Plaintiff’s suggestion of an OSHA

1 inspection and requested a Zoom meeting in half an hour's time. Human Resources Manager Laura
2 Steckler and Manager Ashlyn Rudy informed Plaintiff during said Zoom meeting that his
3 employment was terminated. As pretext for the unlawful termination, Ms. Steckler stated that
4 Plaintiff was "making women uncomfortable." No further explanation or details were given.

5 21. Plaintiff was appalled by this unsubstantiated attack on his character. At no point
6 during his employment had Defendants or his colleagues ever indicated that he made a woman, let
7 alone any person, feel uncomfortable in the workplace. Given his strict adherence to coronavirus
8 precautions, Plaintiff rarely socialized with cast or crew members in the workplace. Plaintiff
9 preferred to keep physical distance between himself and others. Moreover, the team to which
10 Plaintiff was assigned consisted primarily of men and Plaintiff had not worked for *three weeks* prior
11 to this claim being made. It is clear that the accusation against Plaintiff was pretextual. Defendants
12 intended to terminate Plaintiff as quickly as possible as a result of his repeated complaints about the
13 unsafe and hazardous work environment he was being forced to work in.

14 22. As someone who prides himself on treating all gender identities with respect, Plaintiff
15 was horrified that such an accusation would be hurled at him. Moreover, Plaintiff has concerns that
16 such a smear to his reputation will lead to being blacklisted from further work and result in other
17 unforeseen negative repercussions.

18 23. In an attempt to refute this baseless accusation, Plaintiff was forced to come out as a
19 gay man to his employer and colleagues. Given this new information, Defendants backtracked on its
20 accusation and listed the reason for Plaintiff's termination as "due to client's request" on his written
21 notice.

22 24. California law prohibits employers from terminating at-will employees for reasons that
23 violate established public policy. (*See, e.g., Tameny v. Atl. Richfield Co.*, 27 Cal. 3d 167, 278 (1980);
24 *Garcia v. Rockwell Int'l Corp.*, 187 Cal. App. 3d 1556, 1561 (1986) (holding that section 1102.5
25 articulates public policy against whistleblower retaliation) (disagreed with on other grounds by *Gantt*
26 *v. Sentry Ins.*, 1 Cal. 4th 1083 (1992)).) Labor Code § 1102.5 further prohibits an employer from
27 retaliating against an employee for reporting information that the employee reasonably believes
28 violates or constitutes noncompliance with local, state, or federal statutes, regulations, or rules –

1 “regardless of whether disclosing the information is part of the employee’s job duties.” (Cal. Lab.
2 Code § 1102.5(a), (b), (d).)

3 25. As an actual and proximate result of the illegal employment actions of Defendants,
4 Plaintiff has suffered and continues to suffer depression, pain, humiliation, severe emotional distress,
5 trauma, and sleeplessness. Plaintiff has also suffered lost wages, including without limitation, loss of
6 salary and benefits. Plaintiff also has suffered a loss in earning capacity. Thus, Plaintiff has suffered
7 economic and non-economic losses in an amount greater than this Court’s jurisdictional minimum of
8 \$25,000. Plaintiff seeks lost wages and loss in earning capacity, as well as compensatory damages
9 for pain and suffering, inconvenience, and mental anguish. Plaintiff also seeks punitive damages,
10 interest, attorneys’ fees, and costs, as permitted by law.

11 **FIRST CAUSE OF ACTION**

12 **WHISTLEBLOWER RETALIATION IN VIOLATION OF LABOR CODE § 1102.5**

13 **(BY PLAINTIFF AGAINST DEFENDANTS)**

14 26. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though
15 fully set forth herein.

16 27. At all relevant times herein, California Labor Code § 1102.5 was in full force and
17 effect and was binding on Defendants. Section 1102.5(b), in pertinent part, provides:

18 [a]n employer, or any person acting on behalf of the employer, shall not
19 retaliate against an employee for disclosing information, or because the
20 employer believes that the employee disclosed or may disclose
21 information, to a government or law enforcement agency, to a person
22 with authority over the employee or another employee who has the
23 authority to investigate, discover, or correct the violation or
24 noncompliance...if the employee has reasonable cause to believe that
25 the information discloses a violation of state or federal statute, or a
26 violation of or noncompliance with a local, state, or federal rule or
27 regulation, regardless of whether disclosing the information is part of
28 the employee’s job duties.

24 28. As alleged herein, Plaintiff complained to Defendants about Defendants’ failure to
25 provide a safe and healthy workplace up to OSHA standards. Plaintiff had (and has) reasonable cause
26 to believe that Defendants’ workplace standards violated local or state rules or regulations including,
27 but not limited to, 29 CFR 1910.22(c), 29 CFR 1910.107(d), 29 CFR 1910.134(a)(1), and 29 CFR
28 1910.141(d)(2)(i-iv). In response thereto, Defendants wrongfully terminated Plaintiff’s employment.

1 29. As a direct and proximate result of Defendants’ unlawful acts, practices, and
2 omissions, Plaintiff has suffered damages in an amount subject to proof at trial. Plaintiff claims such
3 amount as damages together with prejudgment interest thereon pursuant to California Civil Code §§
4 3287, 3288, and/or any other applicable provision providing for prejudgment interest.

5 30. As a direct and proximate result of Defendants’ unlawful acts, practices, and
6 omissions, and inasmuch as Defendants are corporations and/or limited liability companies, Plaintiff
7 seeks civil penalties against Defendants pursuant to California Labor Code § 1102.5(e), which
8 provides in pertinent part: “[i]n addition to other penalties, an employer that is a corporation or
9 limited liability company is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for
10 each violation of this section.” Plaintiff further seeks attorneys’ fees pursuant to Labor Code §
11 1102.5(j).

12 31. By engaging in the aforementioned unlawful acts, practices, omissions, and by
13 condoning and ratifying such acts, Defendants intended to cause injury to Plaintiff. Defendants’
14 intentional and injurious conduct toward Plaintiff was reckless, malicious, and despicable, and was
15 carried out with a conscious and willful disregard of the rights and safety of others. Therefore,
16 Plaintiff seeks an award of punitive damages, sufficient to punish Defendants and to serve as an
17 example to deter it from similar conduct in the future. Plaintiff claims such amount as damages
18 together with prejudgment interest thereon pursuant to California Civil Code §§ 3287, 3288, and/or
19 any other applicable provision providing for prejudgment interest.

20 **SECOND CAUSE OF ACTION**

21 **WHISTLEBLOWER RETALIATION IN VIOLATION OF LABOR CODE § 232.5**

22 **(BY PLAINTIFF AGAINST DEFENDANTS)**

23 32. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though
24 fully set forth herein.

25 33. At all relevant times herein, California Labor Code § 232.5 was in full force and effect
26 and was binding on Defendants, which, in pertinent part, provides: that “[n]o employer
27 may...[d]ischarge, formally discipline, or otherwise discriminate against an employee who discloses
28 information about the employer’s working conditions.”

1 Commissioner, made a written or oral complaint that he or she is owed
2 unpaid wages, or because the employee has initiated any action or
3 notice pursuant to Section 2699, or has testified or is about to testify in
4 a proceeding pursuant to that section, or because of the exercise by the
5 employee or applicant for employment on behalf of himself, herself, or
6 others of any rights afforded him or her.

7 39. As alleged herein, Plaintiff complained about Defendants' workplace and the health
8 and safety risks and issues attendant with the carbon monoxide levels and lack of ventilation Plaintiff
9 and his co-workers were being exposed to. In response thereto, Plaintiff was wrongfully terminated.

10 40. As a direct and proximate result of Defendants' unlawful acts, practices, and
11 omissions, Plaintiff has suffered damages in an amount subject to proof at trial. Plaintiff claims such
12 amount as damages together with prejudgment interest thereon pursuant to California Civil Code §§
13 3287, 3288, and/or any other applicable provision providing for prejudgment interest.

14 41. As a direct and proximate result of Defendants' unlawful acts, practices, and
15 omissions, and inasmuch as Defendants are corporations and/or limited liability companies, Plaintiff
16 seeks civil penalties against Defendants pursuant to California Labor Code § 1102.5(e), which
17 provides in pertinent part: "[i]n addition to other penalties, an employer that is a corporation or
18 limited liability company is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for
19 each violation of this section."

20 42. By engaging in the aforementioned unlawful acts, practices, omissions, and by
21 condoning and ratifying such acts, Defendants intended to cause injury to Plaintiff. Defendants'
22 intentional and injurious conduct toward Plaintiff was reckless, malicious, and despicable, and was
23 carried out with a conscious and willful disregard of the rights and safety of others. Therefore,
24 Plaintiff seeks an award of punitive damages, sufficient to punish Defendants and to serve as an
25 example to deter them from similar conduct in the future. Plaintiff claims such amount as damages
26 together with prejudgment interest thereon pursuant to California Civil Code §§ 3287, 3288, and/or
27 any other applicable provision providing for prejudgment interest.

28 **FOURTH CAUSE OF ACTION**

WHISTLEBLOWER RETALIATION IN VIOLATION OF LABOR CODE § 6310

(BY PLAINTIFF AGAINST DEFENDANTS)

43. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though

1 fully set forth herein.

2 44. At all relevant times herein, California Labor Code § 6310 was in full force and effect
3 and was binding on Defendants. Section 6310, in pertinent part, provides:

4 (a) No person shall discharge or in any manner discriminate against
5 any employee because the employee has done any of the
6 following:

7 (1) Made any oral or written complaint to the division, other
8 governmental agencies having statutory responsibility
9 for or assisting the division with reference to employee
10 safety or health, their employer, or their representative.

11 (4) Reported a work-related fatality, injury, or illness...or
12 exercised any other rights protected by the federal
13 Occupational Safety and Health Act (29 U.S.C. Sec. 651
14 et seq.)

15 (b) Any employee who is discharged, threatened with discharge,
16 demoted, suspended, or in any other manner discriminated
17 against in the terms and conditions of employment by their
18 employer because the employee has made a bona fide oral or
19 written complain to the division, other governmental agencies
20 having statutory responsibility for or assisting the division with
21 reference to employee safety or health, their employer, or their
22 representative, of unsafe working conditions, or work practices,
23 in their employment or place of employment, or has participated
24 in an employer-employee occupational health and safety
25 committee, shall be entitled to reinstatement and reimbursement
26 for lost wages and work benefits caused by the acts of the
27 employer....

28 45. As alleged herein, Plaintiff complained to Defendants about Defendants' failure to
provide a safe and healthy workplace up to OSHA standards. Plaintiff had (and has) reasonable cause
to believe that Defendants' workplace standards violated local or state rules or regulations including,
but not limited to, 29 CFR 1910.22(c), 29 CFR 1910.107(d), 29 CFR 1910.134(a)(1), and 29 CFR
1910.141(d)(2)(i-iv). Consequently, Plaintiff subsequently reported his concerns about workplace
safety directly to OSHA. In response, Plaintiff was wrongfully terminated.

46. As a direct and proximate result of Defendants' unlawful acts, practices, and
omissions, Plaintiff has suffered damages in an amount subject to proof at trial. Plaintiff claims such
amount as damages together with prejudgment interest thereon pursuant to California Civil Code §§
3287, 3288, and/or any other applicable provision providing for prejudgment interest.

1 47. By engaging in the aforementioned unlawful acts, practices, omissions, and by
2 condoning and ratifying such acts, Defendants intended to cause injury to Plaintiff. Defendants'
3 intentional and injurious conduct toward Plaintiff was reckless, malicious, and despicable, and was
4 carried out with a conscious and willful disregard of the rights and safety of others. Therefore,
5 Plaintiff seeks an award of punitive damages, sufficient to punish Defendants and to serve as an
6 example to deter it from similar conduct in the future. Plaintiff claims such amount as damages
7 together with prejudgment interest thereon pursuant to California Civil Code §§ 3287, 3288, and/or
8 any other applicable provision providing for prejudgment interest.

9 **FIFTH CAUSE OF ACTION**

10 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

11 **(BY PLAINTIFF AGAINST DEFENDANTS)**

12 48. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though
13 fully set forth herein.

14 49. The State of California maintains well-established and fundamental public interests in
15 deterring illegal, unethical or unsafe practices in the workplace as reflected in California laws
16 including, but not limited to, laws maintaining safety and health in the workplace (*see* Cal/OSHA),
17 which were binding on Defendants.

18 50. As described herein, Defendants terminated Plaintiff because of his complaints of
19 workplace health and safety issues, which Plaintiff reasonably believed constituted a violation of state
20 statutes or violations of or noncompliance with local or state rules or regulations including, but not
21 limited to, California laws requiring employers to provide safe and healthy workplaces for their
22 employees. (*See* 29 CFR 1917.24(a) – OSHA requirements re: carbon monoxide levels in the
23 workplace.)

24 51. As a direct and proximate result of Defendants' unlawful and improper acts, practices,
25 and omissions, Plaintiff has suffered damages in an amount subject to proof at trial. Plaintiff claims
26 such amount as damages together with prejudgment interest thereon pursuant to California Civil Code
27 §§ 3287, 3288, and/or any other applicable provision providing for prejudgment interest.

28 52. By engaging in the aforementioned unlawful and improper acts, practices, omissions,

1 and by condoning and ratifying such acts by failing to properly investigate and adequately discipline
2 the perpetrators of these practices and omissions, Defendants intended to cause injury to Plaintiff.
3 Defendants' intentional and injurious conduct toward Plaintiff was reckless, malicious, and
4 despicable, and was carried out with a conscious and willful disregard of the rights and safety of
5 others. Therefore, Plaintiff seeks an award of punitive damages, sufficient to punish Defendants and
6 to serve as an example to deter them from similar conduct in the future.

7 **FIFTH CAUSE OF ACTION**

8 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

9 **(BY PLAINTIFF AGAINST DEFENDANTS)**

10 53. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though
11 fully set forth herein.

12 54. When Defendants committed the acts described above, they did so deliberately and
13 intentionally to cause Plaintiff to suffer humiliation, mental anguish, and emotional distress. The
14 outrageousness of the above-described conduct is amplified due to upper management's abuse of
15 their positions with actual and apparent authority over Plaintiff, such as is commonly found in
16 employment relationships. Defendants were aware that their unlawful acts would cause Plaintiff to
17 suffer extreme emotional distress and other consequential damages.

18 55. The above-said acts of Defendants constituted intentional infliction of emotional
19 distress against Plaintiff and such conduct of Defendants was a substantial or determining factor in
20 causing damage and injury to Plaintiff.

21 56. As a result of Defendants' intentional infliction of emotional distress, Plaintiff has
22 suffered and continues to suffer substantial loss and damages including, loss of salary, future
23 advancement, bonuses, benefits, embarrassment, humiliation, and mental anguish in an amount to be
24 determined at trial.

25 57. Defendants committed said intentional infliction of emotional distress alleged herein
26 against Plaintiff, maliciously, fraudulently, and oppressively with the wrongful intent of injuring
27 Plaintiff for an improper and evil motive which constitutes a malicious and conscious disregard of
28 Plaintiff's rights. Plaintiff is thereby entitled to punitive damages from Defendants in an amount to

1 be determined at trial.

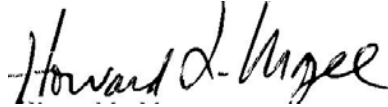
2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff prays for judgment in his favor and against Defendants, jointly and
4 severally, as follows:

- 5 1. All special damages, according to proof;
- 6 2. General damages for emotional distress and mental anguish in a sum according to
7 proof;
- 8 3. Exemplary and punitive damages in a sum appropriate to punish Defendants and set an
9 example for others;
- 10 4. Prejudgment interest at the prevailing legal rate;
- 11 5. Attorneys' fees as permitted by law, including pursuant to Labor Code § 1102.5(j);
- 12 6. Costs of suit; and
- 13 7. Such other and further relief as the Court may deem proper.

14 Dated: January 15, 2021

DIVERSITY LAW GROUP
HYUN LEGAL, APC



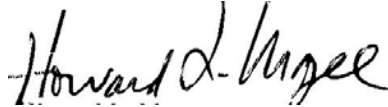
17 By: _____
18 Howard L. Magee
19 Dennis S. Hyun
20 Attorneys for Plaintiff Timothy Hearl

21 **DEMAND FOR JURY TRIAL**

22 Plaintiff hereby demands a trial by jury.

23 Dated: January 15, 2021

DIVERSITY LAW GROUP
HYUN LEGAL, APC



26 By: _____
27 Howard L. Magee
28 Dennis S. Hyun
Attorneys for Plaintiff Timothy Hearl