

APR 14 2010

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES -CENTRAL DISTRICT

DAVID COPPEDGE, an Individual,

Plaintiff,

vs.

JET PROPULSION LABORATORY, form
unknown; **CALIFORNIA INSTITUTE OF
TECHNOLOGY**, form unknown;
GREGORY CHIN, an Individual; **CLARK
A. BURGESS**, an Individual; **KEVIN
KLENK**, an Individual; and **DOES 1** through
25, inclusive;

Defendants.

CASE NO.:

BC435600

COMPLAINT

1. **RELIGIOUS DISCRIMINATION
AND RETALIATION IN
VIOLATION OF GOVERNMENT
CODE § 12940 ET SEQ.**
2. **HARASSMENT IN VIOLATION
OF GOVERNMENT CODE § 12940
ET SEQ.**
3. **WRONGFUL DEMOTION IN
VIOLATION OF GOVERNMENT
CODE § 12940 ET SEQ.**
4. **WRONGFUL DEMOTION IN
VIOLATION OF PUBLIC POLICY**
5. **DECLARATORY RELIEF**
6. **INJUNCTIVE RELIEF**

Plaintiff DAVID COPPEDGE, by and through his attorneys of record herein, brings this
Complaint against the above-named Defendants, and in support thereof alleges the following:

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BY FAX

1 PARTIES

2 1. Plaintiff, DAVID COPPEDGE, (hereinafter "Plaintiff") is and at all relevant
3 times was a resident of Los Angeles County and an employee of Defendant JET PROPULSION
4 LABORATORY.

5 2. Defendant, JET PROPULSION LABORATORY (hereinafter "JPL"), is an
6 operating division of the California Institute of Technology ("Caltech"). JPL is operated entirely
7 by Caltech pursuant to a contract with NASA. The exact name and business form of JPL will be
8 the subject of discovery.
9

10 1. Defendant CALIFORNIA INSTITUTE OF TECHNOLOGY ("Caltech"),
11 operates JPL pursuant to a written contract as a NASA Federally Funded Research and
12 Development Center (FFRDC). All JPL personnel are employed by Caltech, not the
13 government. The exact name and business form of Caltech will be the subject of discovery.
14

15 2. Defendant, GREGORY CHIN, (hereinafter "CHIN") is and at all relevant times
16 was an employee of JPL, and was at all relevant times manager of the Cassini Mission Support
17 and Services Office. At all relevant times, CHIN was Plaintiff's direct supervisor with the
18 power to direct Plaintiff's work activities, and the authority to hire, transfer, and discharge
19 employees, or the responsibility to direct them, and at all relevant times alleged herein had broad
20 discretionary authority over decisions that ultimately determine JPL's policy regarding the
21 actions alleged.
22

23 3. Defendant, CLARK A. BURGESS, (hereinafter "BURGESS") is and at all
24 relevant times was an employee of JPL and Plaintiff's Group Supervisor. At all relevant times,
25 BURGESS had the power to direct Plaintiff's work activities and the authority to hire, transfer,
26 and discharge employees or the responsibility to direct them, and at all relevant times alleged
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1 herein had broad discretionary authority over decisions that ultimately determine JPL's policy
2 regarding the actions alleged.

3 4. Defendant, KEVIN KLENK (hereinafter "KLENK") is and at all relevant times
4 was an employee of JPL, Manager of IT Resources for the Chief Information Officer, § 173, and
5 Plaintiff's Section Manager. At all relevant times, KLENK had the power to direct Plaintiff's
6 activities and the authority to hire, transfer, and discharge employees, or the responsibility to
7 direct them, and at all relevant times alleged herein had broad discretionary authority over
8 decisions that ultimately determine JPL's policy regarding the actions alleged.
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10 5. The true names and capacities of Defendants sued herein as DOES 1 through 50,
11 inclusive, are unknown to Plaintiff, who therefore sues such Defendants by such fictitious names
12 pursuant to Code of Civil Procedure § 474. Plaintiff alleges that each fictitiously named
13 Defendant acted or failed to act in such a manner that each has contributed in proximately
14 causing the damages to Plaintiff as herein alleged. Plaintiff will seek leave of Court to amend
15 this Complaint to set forth their true names and capacities when ascertained.
16

17 6. Plaintiff is informed and believes, and thereon alleges, that each of the Defendants
18 sued herein, including those named herein as DOES, are the agents, servants, employees,
19 licensees, guarantees, invitees, or assignees of each other, and in doing the things herein alleged
20 acted within the course and scope of such agency, employment guaranty, assignment, license,
21 invitation and/or relationship and with the full knowledge and consent of the remaining
22 Defendants.
23

24 NATURE OF THE CASE

25 7. Plaintiff, an information technology ("IT") specialist, was charged with violating
26 his employer's anti-harassment and ethics policies by promoting his religious views while
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1 discussing with co-workers a scientific theory of life's origins known as Intelligent Design
2 ("ID"). Plaintiff was told that his discussions with co-workers concerning ID and his distribution
3 of the documentary films on DVD entitled "Unlocking the Mystery of Life" and "The Privileged
4 Planet" amounted to "pushing religion" and were "unwelcome" and "disruptive." Although no
5 one had previously said these things to him, his supervisors informed him that "a lot of people
6 had been overly nice to you just to move on when you presented the ideas."

8 8. Plaintiff was ordered not to discuss ID, religion or politics under threat of
9 termination, and though he complied with the unfair order he was nevertheless stripped of his
10 section team leadership position and reassigned to a job position with less responsibility and
11 fewer privileges, embarrassing, degrading and humiliating him. To date, he remains constrained
12 in his ability to express his views on ID, religion and politics and has been kept a prisoner of
13 JPL's systemic ideological culture. He has been stigmatized in such a way that career
14 advancement opportunities have been foreclosed to him, and he survives each working day under
15 a cloud of suspicion and a threat of termination should he say anything with which someone
16 might take offense.

18 9. This action is brought for the purpose of vindicating Plaintiff's employment rights
19 arising from the adverse employment action taken against him and to reverse the injustice he is
20 forced to endure as a result of the deprivation of his constitutional right to freely speak, write and
21 publish his sentiments.

23 **FACTS COMMON TO ALL ALLEGATIONS**

24 **A.** Plaintiff's Employment Environment at JPL.

25 10. JPL, Plaintiff's employer, is a Federally-Funded Research and Development
26 Center under contract with NASA for the purpose of exploring the solar system with unmanned
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1 spacecraft. Its missions are designed to discover the origin of the universe, whether life exists
2 elsewhere in the universe or is improbably confined to Earth, and whether conditions necessary
3 for life to exist reside elsewhere in the universe.

4 11. Plaintiff is, and at all relevant times was, employed as a System Administrator,
5 Department 173A, Computer Systems Administration & Engineering, with the Cassini mission
6 to Saturn (hereinafter "Cassini"), described by NASA/JPL as "the most ambitious effort in
7 planetary space exploration ever mounted." Launched in October 1997, a sophisticated robotic
8 spacecraft is orbiting the ringed planet and studying it, its rings and magnetosphere, its large
9 moon Titan and the icy satellites. Cassini is the largest interplanetary mission ever launched,
10 with the largest technical staff and the participation of 18 countries. The Cassini orbiter was
11 designed, developed and assembled at JPL, which manages the mission for NASA's Science
12 Mission Directorate, Washington, D.C.

14 **B. Plaintiff's Role in System Administration at JPL.**

15
16 12. In September 1996, Plaintiff was hired as a System Administrator (SA) through a
17 contract with an outside agency. From March 1997 to the present, Plaintiff has been employed
18 as a System Administrator ("SA") for the Cassini Program. In January 2003 at the request of
19 CHIN, Plaintiff terminated his services on a contract basis, and was hired as a JPL employee.
20 Plaintiff's duties, title and responsibilities, however, remained unchanged in the transition.
21 Plaintiff has served on the Cassini mission longer than any other SA on the program. His
22 participation in the program began prior to launch in October 1997, and continued through the
23 seven-year interplanetary cruise, the four-year Prime Mission, and into the Extended Mission. In
24 the role of SA, he worked with a team of five to 10 SAs, supporting the computer and network
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1 infrastructure (“ground systems”) for the Cassini mission within the Space Flight Operations
2 Facility at JPL and at a dozen remote sites.

3 13. The SA team is responsible for almost all the computers and networks in the
4 Program. System administration involves complex and varied processes and functions, including
5 configuration of the operating systems, data storage and networking of computers; controlling
6 authentication, authorization, and access to systems; ensuring robust protection against security
7 threats; provisioning, servicing, and monitoring computer equipment; capacity planning;
8 inventorying; troubleshooting; consulting; assisting users; evaluating and testing new products;
9 working with vendors; providing system backups; building application platforms such as web
10 servers; database administration; virtualization of resources; firewalls; encryption; cooperating
11 with JPL IT and security directives; and many other technical tasks.
12

13 14. The Cassini ground systems include over 200 Unix workstations, 15 routers,
14 several high-capacity data storage units, and other peripheral equipment, including equipment at
15 ten remote sites across America and three in Europe. SAs have "superuser access" to all these
16 systems and physical access to server rooms, and are expected to be knowledgeable and
17 trustworthy.
18

19 **C. Plaintiff’s Duties in His Prior Position as “Team Lead.”**
20

21 15. In September 2000, Plaintiff was given recognition by having the prestigious title
22 of Cassini’s “Team Lead SA” (“Team Lead”) bestowed on him, a role he served until his
23 demotion in April 2009, a period of more than eight years. A Team Lead is recognized as
24 someone who possesses exceptional judgment and proven aptitude, and therefore represents a
25 job classification at JPL that promotes an employee’s reputation and stature. In exchange for the
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1 prestige associated with the title and position, a Team Lead is trusted with additional
2 responsibilities.

3 16. As Cassini's Team Lead, Plaintiff was responsible for coordinating the work of
4 the other SAs, representing their interests and concerns to the Office Manager and other Team
5 Leads at weekly and monthly meetings, providing weekly and monthly reports to management,
6 representing SAs at meetings, communicating management decisions to the team, interviewing
7 prospective SAs, making recommendations to management, interacting with JPL's IT and
8 security offices, acting as the SA representative to other offices in the program, and developing
9 and delivering presentations about technical capabilities of new systems and upgrades. Plaintiff
10 led weekly meetings for the SAs and was responsible for motivating them and keeping them
11 united in spirit. In addition, Plaintiff tutored the SAs on various technical subjects to enhance
12 their skills.
13

14 **D. Plaintiff's Interest In ID.**

15 17. Consistent with the goal of JPL's space exploration missions, Plaintiff has a
16 sincere interest in the scientific evidence behind life's origin, an interest that led to an
17 appreciation for ID, a theory supported by empirical scientific evidence that life and the
18 existence of the universe derive from an intelligent cause. The DVD "Unlocking the Mystery of
19 Life," for instance, provides a biological explanation for ID by exploring the way in which DNA
20 delivers codified instructions to proteins in order to make cells function, operating much the way
21 that computer software works to instruct mechanical functions. The film also vividly illustrates
22 with the use of animation the nanotechnology in cells, such as the bacterial flagellar motor with
23 its thirty-part rotary engine. The DVD "The Privileged Planet" delivers a cosmological
24 explanation for ID, demonstrating how the universe is "fine-tuned" such that Earth's capacity to
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1 sustain life is not the result of blind chance but rather the product of improbable factors. The
2 film illustrates how Earth is not only exquisitely fit to support life, but also to give humans the
3 best view of the universe for further exploration.

4 18. The viewpoints expressed in the two DVDs Plaintiff loaned or gave to willing co-
5 workers make no reference to any religion, scriptural text or religious belief. Rather, they reveal
6 the astonishing science behind ID and why it may just be the best scientific explanation for the
7 origin of the universe, an issue central to JPL's mission. Plaintiff would engage co-workers after
8 hours in conversation during which he would explain his well-developed views about ID. If the
9 co-worker was interested in learning more about it, Plaintiff would offer the co-worker a DVD to
10 view. Co-workers often accepted the offer graciously. Plaintiff never forced anyone to take a
11 DVD and he did not coerce or compel anyone to discuss the subject of ID.

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13 **E. Plaintiff's Demotion from Team Lead.**

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15 a. CHIN Accuses Plaintiff Of Pushing His Religious Views On Co-Workers By
16 Handing Out DVDS Regarding ID.

17 19. On March 2, 2009, Defendant CHIN advised Plaintiff that co-workers had
18 complained to him that Plaintiff was pushing his religious views on them by discussing ID and
19 offering them the DVDs to view. CHIN threatened Plaintiff that if he persisted in "pushing [his]
20 religion," he would lose his job. CHIN additionally ordered Plaintiff not to discuss politics or
21 religion with anyone in the office. During the meeting, CHIN became angry and belligerent,
22 repeatedly asserting over Plaintiff's dissent that "Intelligent Design is religion" in a rude, hostile
23 and demeaning manner. CHIN's tone and conduct were abusive and harassing in nature.

24
25 20. Plaintiff advised CHIN that he would comply with the order not to discuss ID,
26 religion or politics but felt that it interfered with his right of conscience and constitutional rights.
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1 21. The experience caused Plaintiff to feel great anxiety and stress, leading him to
2 wonder whether his views on any subject could be expressed in polite conversation without it
3 leading to further unattributed false claims of harassment, harassment by CHIN or adverse
4 employment action. Such overt discrimination and harassment had a powerful impact on
5 Plaintiff, since it clearly communicated to him the message that his views were misunderstood,
6 misperceived and challenged an entrenched ideological orthodoxy, creating an atmosphere in
7 which he was prohibited from freely speaking, writing or publishing his sentiments on ID.
8 Because JPL's very existence depends on exploring the origin of life and of the universe,
9 CHIN's threatening order immediately created a work environment hostile to expressions of
10 viewpoints that CHIN and possibly others unreasonably found to be offensive. In effect, CHIN's
11 conduct created an atmosphere that made Plaintiff feel like an outsider and unwelcome on
12 account of views others perceived to be religious in nature.
13

14
15 b. Plaintiff Contacts The Company's Chief Ethics Officer Regarding The
16 Incident with CHIN.

17 22. Immediately following the meeting with CHIN, Plaintiff met with JPL's Chief
18 Ethics Officer, Doug Sanders (hereinafter "SANDERS"), to complain about CHIN's conduct and
19 to inquire into whether CHIN's scornful, abusive, disrespectful and hostile behavior was at all
20 justified under JPL policies. SANDERS advised that JPL had no policy regarding religious
21 expression in the workplace and that CHIN's admonitions appeared to him to be out of line and
22 excessive.
23

24 c. Plaintiff Is Contacted By An Employee Relations Investigator.

25 23. The following day, March 3, 2009, Plaintiff was contacted by Jhertaune Huntley
26 ("HUNTLEY") of JPL's Employee Relations Office to meet for an undisclosed purpose.
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1 24. On March 5, 2009, HUNTLEY interviewed Plaintiff for more than an hour
2 concerning the incident with CHIN. HUNTLEY led Plaintiff to believe that she was engaged in
3 a “conflict resolution” process designed to reconcile differences between CHIN and Plaintiff
4 arising from their meeting, and did not inform him that her real purpose in conducting the
5 interview was to follow-up on complaints involving Plaintiff’s interaction with co-workers
6 concerning ID. In fact, at no time did HUNTLEY reveal the true purpose of her investigation of
7 facts leading up to Plaintiff’s discipline and demotion, and Plaintiff was unaware that he was
8 under investigation for harassing co-workers by expressing his views concerning ID and sharing
9 DVDs with them.
10

11 d. Plaintiff Is Disciplined And Demoted For Violating JPL’s Harassment Policy
12 And Ethic And Business Conduct Policy.
13

14 25. At all relevant times, Plaintiff complied with CHIN’s directive and did not discuss
15 ID, politics or religion in the workplace. On various occasions in March and April 2009,
16 Plaintiff sought information concerning HUNTLEY’S investigation and what it was
17 accomplishing, but was unsuccessful in learning anything. On April 9, 2009, Plaintiff was
18 contacted by Defendant KLENK ostensibly to meet in response to Plaintiff’s inquiries. Plaintiff
19 had no reason to expect that the real purpose of the meeting would be for the purpose of
20 disciplining and demoting him.
21

22 26. On or about April 13, 2009, Plaintiff met with Defendants BURGESS and
23 KLENK and was handed a document entitled “Written Warning.” The document stated that the
24 Employee Relations Office had completed an investigation concerning allegations that Plaintiff
25 had approached various co-workers during JPL business hours to discuss his religious and
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1 political beliefs and that they found his requests to watch DVDs expressing his personal views to
2 be unwelcome.

3 27. The document further stated that Plaintiff's actions were reported as harassing in
4 nature, that Plaintiff had acknowledged that he had approached various coworkers during work
5 hours to inquire if they were interested in watching his DVDs, which expressed his personal
6 views, that he had engaged various co-workers in conversations about his personal views, and
7 that he failed to stop these activities when he was told they were unwelcome and disruptive.
8

9 28. On the basis of the facts described, the document concluded that Plaintiff had
10 violated JPL's Unlawful Harassment policy by creating a disruption in the workplace and that he
11 had violated JPL's Ethics and Business Conduct Policy by engaging in behavior "inconsistent
12 with a professional business environment." The document commanded Plaintiff to "refrain from
13 discussions which are argumentative, disruptive and/or harassing to your co-workers." The
14 document threatened Plaintiff that he was being given a Written Warning, but "[s]hould another
15 incident of this nature occur, you will be subject to further disciplinary action up to and including
16 termination."
17

18 29. Plaintiff discussed the document with BURGESS and KLENK for more than an
19 hour. Although he sought specific information concerning the nature of the complaints made
20 against him, he was offered no specific details of the charges allegedly made by other co-
21 workers, how many of them registered any objection, what the nature of the complaints were,
22 who the alleged co-workers who complained were or anything else to which Plaintiff could offer
23 rebuttal.
24

25 30. Plaintiff advised that he had never been told by a co-worker that his discussion of
26 ID was unwelcome or was disruptive to their work and learned of the allegations for the first
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1 time when he met with CHIN. BURGESS and CHIN remarked that it was Plaintiff's duty to
2 interpret a co-worker's "body language" and that in some cases there would be no objective way
3 of knowing whether a co-worker was feeling "extraordinarily uncomfortable." In short, Plaintiff
4 was left with no understanding as to the nature of the alleged complaints against him or how he
5 could avoid a violation of the policies in the future.

6
7 31. The lengthy meeting ended after more than an hour when Plaintiff was advised
8 for the first time that, effective immediately, he was being removed from the Team Lead position
9 in order to "lessen the strife in your area" because "HR" had advised that "this has gone on too
10 long, they can't believe this is prevalent, this point of view out there, as much as it is."

11 e. Plaintiff's Demotion Is Announced.

12 32. On April 20, 2009, CHIN caused to be distributed a memo announcing that
13 "Effective April 20, 2009, Dave Coppedge will be passing the MSSO Lead SA coordinator
14 responsibilities to Nick Patel. Dave has been responsible for leading the SA team for the past
15 decade and has guided the group through numerous GDS challenges. Dave will continue to
16 provide support to the MSSO SA group. Nick has been with the team for a similar amount of
17 time...and has been a solid contributor to many of the GDS development and operational efforts.
18 Please welcome and support Nick on his new assignment."
19

20 33. The memo humiliated and embarrassed Plaintiff, leaving unaddressed the reason
21 for the demotion, and implying that Plaintiff voluntarily assented to the change. It additionally
22 placed him in fear of becoming among the first to be let go in a downsizing or incapable of
23 finding other work at JPL. While characterizing his replacement as a "solid contributor," the
24 memo unceremoniously observed that Plaintiff had "guided the group through numerous ...
25 challenges" but failed to convey any sense of gratitude or recognition of any particular
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1 achievements. The memo further placed Plaintiff in a position of vulnerability, as though
2 marked with a Scarlet Letter or the mark of Cain, suggesting to his co-workers that he had done
3 something improper to deserve the demotion.

4 f. Plaintiff Attempts To Appeal The Discipline/Demotion.

5 34. Between April 13, 2009, and August 24, 2009, Plaintiff continuously attempted to
6 learn whether he could make use of an internal appeal process to challenge the adverse action
7 taken against him, but was given misinformation and led to believe that such a process existed.
8 On May 18, 2009, he met with JPL's Human Resources Director, Karen Saidiner, and on August
9 24, 2009, he met with KLENK a second time. Both meetings were ostensibly arranged in order
10 to provide Plaintiff with a forum to appeal, but did nothing to advance an appellate process and
11 were set up simply to placate Plaintiff. Neither meeting resulted in reversing the adverse
12 employment action against him, nor provided Plaintiff with any process for mounting an internal
13 appeal.
14

15 g. The Written Warning Is Expunged Almost One Year Later.

16 35. On April 6, 2010, almost one year from the April 18, 2009, issuance of the
17 Written Warning, Plaintiff met again with Defendants BURGESS and KLENK. The purpose of
18 the meeting was not made known to Plaintiff in advance. During the meeting, KLENK told
19 Plaintiff that Defendants had revisited the matter, and concluded that the issuance of a written
20 warning had been inappropriate and that it would be expunged from Plaintiff's personnel file.
21

22 36. This meeting took place without the participation or knowledge of Plaintiff's
23 counsel, who had placed the Defendants on notice of a potential lawsuit a year earlier through
24 timely notice of a FEHA claim and issuance of a Right-to-Sue letter. Additionally, Plaintiff's
25 counsel had been in communication with Defendants' attorney multiple times. Defendants'
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1 decision to expunge the written warning therefore appears to have been undertaken without the
2 advice of counsel. Notwithstanding the expungement, Plaintiff was advised that he would not be
3 restored to his Team Lead position, that the company continued to believe that Plaintiff's
4 conduct in distributing the DVDs and advancing his views on ID were inappropriate, and that
5 Plaintiff would remain restricted in his ability to discuss ID with others in the workplace due to a
6 fear that other co-workers would not welcome a discussion of it.

7
8 37. The decision to revoke the written warning, to expunge it from Plaintiff's
9 personnel file and to characterize it as "inappropriate" constitutes an admission of liability.

10 **FIRST CAUSE OF ACTION**

11 **RELIGIOUS DISCRIMINATION AND RETALIATION**

12 **IN VIOLATION OF GOVERNMENT CODE § 12940 ET SEQ.**

13 (Against Defendant JPL Only)

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15 38. Plaintiff realleges paragraphs 1 through 37, and incorporates them herein by this
16 reference.

17 39. At all times herein mentioned, the Fair Employment and Housing Act,
18 Government Code §§ 12900-12996 (hereinafter "FEHA"), was in full force and effect and
19 binding on Defendants. These statutes required Defendants to refrain from discriminating against
20 any employee on the basis of religion, including demoting such employees. Within the time
21 provided under FEHA, Plaintiff filed complaints against Defendants with the Department of Fair
22 Employment and Housing alleging wrongful demotion based on religious discrimination,
23 harassment and retaliation in full compliance with these sections, and received right-to-sue
24 letters. Attached hereto and incorporated herein by reference as Exhibit "A" are true and correct
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1 copies of the charges filed. Attached hereto and incorporated herein by reference as Exhibit "B"
2 are true and correct copies of the right-to-sue notices received by Plaintiff.

3 40. FEHA makes it an unlawful employment practice for an employer to discriminate
4 against an employee "in terms, conditions, or privileges of employment" on the basis of the
5 employee's religion. The California Constitution, Art. 1, §2 (a) provides that "Every person may
6 freely speak, write and publish his or her sentiments on all subjects, being responsible for the
7 abuse of this right." Art 1, §4 provides that "Free exercise and enjoyment of religion without
8 discrimination or preference are guaranteed."

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10 41. Defendants conduct constituted adverse employment action and represented a
11 materially adverse change in the terms of Plaintiff's employment, which has impaired his
12 prospects for advancement or employment with the Company in any other program. The claim
13 that he violated Defendants' policies or significantly interfered with work is false and pretextual
14 in part because the subject matter of Plaintiff's communications with co-workers is consistent
15 with Defendant JPL's interest in exploring the origin of life and an inherent part of the business
16 it famously conducts. Plaintiff's communications with co-workers at all relevant times involved
17 matters of public concern, and were relevant to Defendant JPL's scientific interest in life's origin
18 and the origin of the universe.

19
20 42. Defendants discriminated against Plaintiff on the basis of religion because they
21 asserted that Plaintiff was engaged in religious speech and ordered him to discontinue it.

22
23 43. Plaintiff complained that he had been harassed by his supervisor, Defendant
24 CHIN, and was ordered to stop discussing ID, religion and politics in the workplace. He also
25 advised CHIN that he would not violate his conscience or refrain from engaging in his
26 constitutionally protected right of free speech. Instead of investigating CHIN's conduct and
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1 determining it to have been improper, in violation of Defendant JPL's harassment policies and in
2 violation of Plaintiff's constitutional right of free speech under the California Constitution,
3 Defendants retaliated against Plaintiff by launching an investigation into the allegations first
4 presented to CHIN and claiming that he was engaged in harassment by expressing his views
5 concerning ID, politics and religion. Defendants further retaliated against Plaintiff by subjecting
6 him to a series of embarrassing interviews in which he was told that his views were unwelcome
7 and harassing, culminating in the issuance of a "Written Warning" made contemporaneously
8 with his demotion and disciplinary action, including the requirement that he refrain from
9 discussing his views on ID, politics and religion at the risk of further disciplinary action and
10 possible termination. Plaintiff was further retaliated against by being demoted, reassigned and
11 humiliated. Such conduct violates Government Code § 12940(h), which makes it unlawful to
12 discriminate against an employee because he has opposed discriminatory and harassing practices.
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15 44. As a direct, legal and proximate result of Defendants' discriminatory and
16 retaliatory practices, Plaintiff has suffered and continues to suffer embarrassment, emotional
17 distress, humiliation, indignity, apprehension, fear, ordeal and mental anguish, all to his damage
18 in an amount according to proof.

19 45. As a further direct, legal and proximate result of Defendants' discriminatory and
20 retaliatory practices, Plaintiff is entitled to reinstatement to the position of Team Lead previously
21 held by him with full seniority rights, including restoration of Plaintiff's former salary, title,
22 duties and responsibilities. In the event the Court determines that reinstatement is not feasible,
23 Plaintiff is entitled to an award of damages for future lost pay and benefits and/or promotion.
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1 46. As a direct, legal and proximate result of Defendants' discriminatory and
2 retaliatory practices, Plaintiff is entitled to an Order requiring Defendants to modify or expunge
3 his personnel record of all adverse evaluations and other adverse material.

4 47. As a further direct, legal and proximate result of Defendants' discriminatory and
5 retaliatory practices, Plaintiff is entitled to a declaration from this Court that Defendants' conduct
6 was discriminatory.

7 48. As a further direct, legal and proximate result of Defendants' discriminatory and
8 retaliatory practices, Plaintiff is entitled to a declaration from this Court that Defendants' conduct
9 amounted to harassment.

10 49. As a further direct, legal and proximate result of Defendants' discriminatory and
11 retaliatory practices, Plaintiff is entitled to a declaration from this Court that Defendants' conduct
12 was retaliatory.

13 50. As a direct, legal and proximate result of Defendants' discriminatory and
14 retaliatory practices, Plaintiff is additionally entitled to injunctive relief prohibiting Defendants
15 from further discriminatory conduct or retaliation over Plaintiff's right to discuss ID in a manner
16 that does not substantially and materially disturb the workplace and which does not conflict with
17 his constitutional right of free speech.

18 51. As a direct, legal and proximate result of Defendants' discriminatory and
19 retaliatory practices, Plaintiff was required to and did retain attorneys and is therefore entitled to
20 an award of attorneys' fees according to proof.

21 52. Defendants engaged in the policies, practices, customs, acts and omissions herein
22 described with oppression, fraud and malice, entitling Plaintiff to an award of punitive damages.
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1 Plaintiff is informed and believes, and thereon alleges, that the individual Defendants are
2 personally guilty of oppression, fraud and malice or ratified or authorized said conduct.

3 **SECOND CAUSE OF ACTION**

4 **HARASSMENT IN VIOLATION OF GOVERNMENT CODE § 12940 ET SEQ.**

5 (Against All Defendants)

6
7 53. Plaintiff realleges paragraphs 1 through 52, and incorporates them herein by this
8 reference.

9 54. Defendants harassed Plaintiff by engaging in a severe and pervasive scheme to
10 suppress his constitutional and statutory right to engage in protected speech, by threatening him
11 with punitive and adverse employment action and by executing punitive and adverse
12 employment action against him. Defendants have created , tolerated and condoned a work
13 environment that is pervasively hostile to Plaintiff on account of viewpoints he holds regarding
14 ID, which viewpoints constitute constitutionally protected speech under the California
15 Constitution and which Defendants perceived to be religious speech. Defendants have failed and
16 refused to remedy this hostile work environment, and have permitted Plaintiff to be harassed by
17 both administrators and co-workers on account of his viewpoint. Defendants have engaged in an
18 ongoing and continuous course of harassment based on Plaintiff's constitutionally protected
19 speech under the California Constitution and which Defendants perceived to be religious speech.
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21 55. As a direct, legal and proximate result of Defendants' harassment, Plaintiff has
22 suffered and continues to suffer embarrassment, emotional distress, humiliation, indignity,
23 apprehension, fear, ordeal and mental anguish, all to his damage in an amount according to
24 proof.
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1 56. As a further direct, legal and proximate result of Defendants' harassment, Plaintiff
2 is entitled to reinstatement to the position of Team Lead previously held by him with full
3 seniority rights, including restoration of Plaintiff's former salary, title, duties and responsibilities.

4 In the event the Court determines that reinstatement is not feasible, Plaintiff is entitled to an
5 award of damages for future lost pay and benefits and/or promotion.

6 57. As a direct, legal and proximate result of Defendants' harassment, Plaintiff is
7 entitled to an Order requiring Defendants to modify or expunge his personnel record of all
8 adverse evaluations and other adverse material.

9 58. As a further direct, legal and proximate result of Defendants' harassment, Plaintiff
10 is entitled to a declaration from this Court that Defendants' conduct was discriminatory.

11 59. As a further direct, legal and proximate result of Defendants' harassment, Plaintiff
12 is entitled to a declaration from this Court that Defendants' conduct amounted to harassment.

13 60. As a further direct, legal and proximate result of Defendants' harassment, Plaintiff
14 is entitled to a declaration from this Court that Defendants' conduct was retaliatory.

15 61. As a direct, legal and proximate result of Defendants' Defendants' harassment,
16 Plaintiff is additionally entitled to injunctive relief prohibiting Defendants from further
17 discriminatory conduct or retaliation over Plaintiff's right to discuss ID in a manner that does not
18 substantially and materially disturb the workplace and which does not conflict with his
19 constitutional right of free speech.

20 62. As a direct, legal and proximate result of Defendants' Defendants' harassment,
21 Plaintiff was required to and did retain attorneys and is therefore entitled to an award of
22 attorneys' fees according to proof.

1 68. As a further direct and proximate result of Defendants' wrongful demotion of
2 Plaintiff, Plaintiff is entitled to an Order requiring Defendants to modify or expunge his
3 personnel record of all adverse evaluations and other adverse material.

4 69. As a further direct and proximate Plaintiff is additionally entitled to declaratory
5 relief in the form of a declaration that Defendants' conduct was discriminatory.

6 70. As a further direct and proximate Plaintiff is additionally entitled to declaratory
7 relief in the form of a declaration that Defendants' conduct was harassment.

8 71. As a further direct and proximate Plaintiff is additionally entitled to declaratory
9 relief in the form of a declaration that Defendants' conduct was retaliatory.

10 72. As a further direct and proximate, Plaintiff is additionally entitled to injunctive
11 relief prohibiting Defendants from further discriminatory conduct or retaliation over Plaintiff's
12 right to discuss ID in a manner that does not substantially and materially disturb the workplace
13 and which does not conflict with his constitutional right of free speech.

14 73. As a further proximate result of Defendants' wrongful demotion of Plaintiff,
15 Plaintiff was required to and did retain attorneys and is therefore entitled to an award of
16 attorneys' fees according to proof.

17 74. As a further proximate result of Defendants' wrongful demotion of Plaintiff,
18 Plaintiff has suffered and continues to suffer embarrassment, emotional distress, humiliation,
19 indignity, apprehension, fear, ordeal and mental anguish, all to his damage in an amount
20 according to proof.

21 75. Defendants engaged in the policies, practices, customs, acts and omissions herein
22 described with oppression, fraud and malice, entitling Plaintiff to an award of punitive damages.
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1 Plaintiff is informed and believes, and thereon alleges, that the Defendants are personally guilty
2 of oppression, fraud and malice or ratified or authorized said conduct.

3 **FOURTH CAUSE OF ACTION**

4 **WRONGFUL DEMOTION**

5 **IN VIOLATION OF PUBLIC POLICY**

6 (Against Defendant JPL Only)

7
8 76. Plaintiff realleges paragraphs 1 through 75, and incorporates them herein by this
9 reference.

10 77. As alleged herein, Plaintiff's wrongful demotion was in violation of California
11 public policy as expressed in, among other things, the California Constitution's right to free
12 speech. The California Constitution, Art. 1, §2 (a) provides that "Every person may freely speak,
13 write and publish his or her sentiments on all subjects, being responsible for the abuse of this
14 right." Art 1, §4 provides that "Free exercise and enjoyment of religion without discrimination or
15 preference are guaranteed."
16

17 78. As a direct and proximate result of Defendants' wrongful demotion of Plaintiff,
18 Plaintiff is entitled to reinstatement to the position of Team Lead previously held by him with
19 full seniority rights, including restoration of Plaintiff's former salary, title, duties and
20 responsibilities. In the event the Court determines that reinstatement is not feasible, Plaintiff is
21 entitled to an award of damages for future lost pay and benefits and/or promotion.
22

23 79. As a further direct and proximate result of Defendants' wrongful demotion of
24 Plaintiff, Plaintiff is entitled to an Order requiring Defendants to modify or expunge his
25 personnel record of all adverse evaluations and other adverse material.
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1 80. As a further direct and proximate result of Defendants' wrongful demotion of
2 Plaintiff, Plaintiff is additionally entitled to declaratory relief in the form of a declaration that
3 Defendants' conduct was discriminatory.

4 81. As a further direct and proximate result of Defendants' wrongful demotion of
5 Plaintiff, Plaintiff is additionally entitled to injunctive relief prohibiting Defendants from further
6 discriminatory conduct or retaliation over Plaintiff's right to discuss ID in a manner that does not
7 substantially and materially disturb the workplace and which does not conflict with his
8 constitutional right of free speech.
9

10 82. As a further proximate result of Defendants' wrongful demotion of Plaintiff,
11 Plaintiff was required to and did retain attorneys and is therefore entitled to an award of
12 attorneys' fees according to proof.

13 83. As a further proximate result of Defendants' wrongful demotion of Plaintiff,
14 Plaintiff has suffered and continues to suffer embarrassment, emotional distress, humiliation,
15 indignity, apprehension, fear, ordeal and mental anguish, all to his damage in an amount
16 according to proof.
17

18 84. Defendants engaged in the policies, practices, customs, acts and omissions herein
19 described with oppression, fraud and malice, entitling Plaintiff to an award of punitive damages.
20 Plaintiff is informed and believes, and thereon alleges, that the Defendants are personally guilty
21 of oppression, fraud and malice or ratified or authorized said conduct.
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1 **FIFTH CAUSE OF ACTION**

2 **INJUNCTIVE RELIEF**

3 (Against All Defendants)

4 85. Plaintiff realleges paragraphs 1 through 84, and incorporates them herein by this
5 reference.

6
7 86. Defendants have adopted policies and have engaged in practices, customs, acts
8 and omissions that discriminate against Plaintiff's state constitutional rights as described herein
9 and on the basis of religion. Plaintiff is informed and believes that Defendants will continue to
10 enforce its policies and to engage in practices, customs, acts and omissions hostile to the rights of
11 Plaintiff and others to engage in protected speech with respect to matters of public concern and,
12 in particular, with respect to protected speech pertaining to the theory of Intelligent Design.

13
14 87. Plaintiff has no adequate remedy at law because the fundamental constitutional
15 rights as well as his rights under FEHA will have been and will continue to be infringed such that
16 neither Plaintiff nor others can be adequately compensated in damages, and such that the exact
17 amount of damage that Plaintiff has sustained and that Plaintiff and others will sustain are and
18 will be difficult or impossible to ascertain.

19
20 88. Unless enjoined and restrained by this Court from enforcing policies or engaging
21 in practices, customs, acts or omissions that infringe upon the right of Plaintiff and others to
22 engage in protected speech activity, including and specifically regarding the theory of Intelligent
23 Design, Defendants will continue to deny Plaintiff and others their right to engage in such
24 protected speech activity in general and specifically regarding the theory of Intelligent Design.

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1 **SIXTH CAUSE OF ACTION**

2 **DECLARATORY RELIEF**

3 (Against Defendant JPL Only)

4 89. Plaintiff realleges paragraphs 1 through 88, and incorporates them herein by this
5 reference.

6
7 90. An actual controversy has arisen between Plaintiff and Defendants in that Plaintiff
8 contends that, as a direct and proximate result of Defendants' conduct and actions, he has been
9 prejudiced and harmed as the result of Defendants' actions suppressing and constraining
10 protected speech in the workplace on account of viewpoint, content and religion.

11 91. Plaintiff desires a judicial determination of the rights and duties of the respective
12 parties under the California Constitution and under FEHA, and a judicial declaration that
13 Defendants' policies, practices, customs, conduct and actions constitute an impermissible
14 infringement on Plaintiff's free speech rights and the rights of others that are protected by article
15 I, §§ 2 and 4 of the California Constitution, and that Defendants' policies, practices, customs,
16 conduct and actions are therefore unconstitutional on their face, invalid, and unenforceable.
17 Plaintiff is informed and believes and thereon alleges that Defendants dispute Plaintiff's
18 contention that Defendants' policies, practices, customs, conduct and actions constitute an
19 impermissible infringement on the rights of Plaintiff and others and is constitutional, valid and
20 enforceable.
21

22
23 92. Plaintiffs desire a judicial determination and declaration of the unconstitutionality,
24 invalidity, and unenforceability of Defendants' policies, practices, customs, conduct and actions
25 and of the respective rights and duties of Plaintiffs and others with respect to said policies,
26 practices, actions and conduct, as prayed for in the prayer of this Complaint.
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28

1 **PRAYER**

2 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as
3 follows:

- 4 1. Nominal and general damages;
- 5 2. Special damages according to proof;
- 6 3. Punitive damages;
- 7 4. Attorney's fees pursuant to California Government Code § 12965(b);
- 8 5. A permanent injunction against Defendants, their officers, agents, servants,
- 9 employees, attorneys, and successors in office, and those persons in active concert or
- 10 participation with them, from violating Plaintiff's state constitutional rights and
- 11 FEHA by enjoining them from engaging in, committing or performing, directly or
- 12 indirectly, any harassment, discrimination, or retaliation of any kind against Plaintiff ;
- 13 6. A permanent injunction against Defendants, their officers, agents, servants,
- 14 employees, attorneys, and successors in office, and those persons in active concert or
- 15 participation with them, requiring Defendants to eliminate the hostile work
- 16 environment, shunning and harassment of Plaintiff;
- 17 7. A permanent injunction against Defendants, their officers, agents, servants,
- 18 employees, attorneys, and successors in office, and those persons in active concert or
- 19 participation with them, from enforcing policies or engaging in practices, customs,
- 20 acts or omissions that infringe upon the right of Plaintiff and others to engage in
- 21 protected speech activity, including and specifically as it relates to discussing and
- 22 distributing literature and DVDs concerning the theory of Intelligent Design;
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1 8. A declaration that Defendants' harassment policy is unconstitutional on its face and
2 unconstitutional as applied to Plaintiff as set forth in this Complaint;

3 9. A declaration that Defendants' ethics policy is unconstitutional on its face and
4 unconstitutional as applied to Plaintiff as set forth in this Complaint;

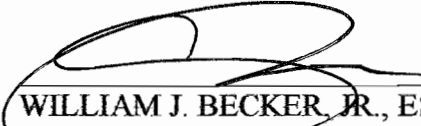
5 10. A declaration that Defendants' policies, practices, customs, conduct and actions
6 constitute an impermissible infringement on Plaintiff's free speech rights and the
7 rights of others that are protected by article 1, §§ 2 and 4 of the California
8 Constitution and by FEHA, and that Defendants' policies, practices, customs, conduct
9 and actions are therefore unconstitutional on their face, invalid, and unenforceable.
10

11 11. Such other and further relief as the Court may deem just and proper.

12 DATED: April 14, 2010

13 THE BECKER LAW FIRM

14 By:

15 
16 WILLIAM J. BECKER, JR., ESQ.
17 Attorneys for Plaintiff,
18 DAVID COPPEDGE
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