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8 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

10 **DAVID COPPEDGE**, an Individual,

11 Plaintiff,

12 vs.

13 **JET PROPULSION LABORATORY**, form  
14 unknown; **CALIFORNIA INSTITUTE OF**  
15 **TECHNOLOGY**, form unknown;  
16 **GREGORY CHIN**, an Individual; **CLARK**  
17 **A. BURGESS**, an Individual; **KEVIN**  
18 **KLENK**, an Individual; and **Does 1** through  
19 **25**, inclusive,

20 Defendants.

CASE NO.: BC435600

**SECOND AMENDED COMPLAINT**

1. **RELIGIOUS DISCRIMINATION – FEHA**
2. **DISCRIMINATION PURSUANT TO LABOR CODE §§ 98.6 AND 1101**
3. **RETALIATION – FEHA**
4. **RETALIATION – PUBLIC POLICY**
5. **HARASSMENT**
6. **FAILURE TO PREVENT DISCRIMINATION AND HARASSMENT**
7. **WRONGFUL DEMOTION – FEHA**
8. **WRONGFUL DEMOTION – PUBLIC POLICY**
9. **WRONGFUL TERMINATION – FEHA**
10. **WRONGFUL TERMINATION – PUBLIC POLICY (TAMENY)**
11. **WRONGFUL TERMINATION – PUBLIC POLICY (RELIGIOUS DISCRIMINATION ART. I, § 8 CAL. CONST.)**

**JURY TRIAL DEMANDED**

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

3 **PARTIES**

4 1. Plaintiff, David Coppedge, (hereinafter “Plaintiff”) is and at all relevant times was  
5 a resident of Los Angeles County and an employee of Defendant, Jet Propulsion Laboratory.

6 2. Defendant, Jet Propulsion Laboratory (hereinafter “JPL”), is managed for the  
7 National Aeronautics and Space Administration (“NASA”) by the non-profit California Institute  
8 of Technology (“Caltech”), and is the lead U.S. center for exploration of the solar system. Upon  
9 information and belief, JPL is an operating division of Caltech. As used in this pleading, the term  
10 “JPL” shall collectively refer to all of the non-individual Defendants, and alternatively referred  
11 to as Plaintiff’s “employer.” The exact name and business form of Plaintiff’s employer will be  
12 the subject of discovery.  
13

14 3. Defendant Caltech operates JPL pursuant to a written contract as a NASA  
15 Federally Funded Research and Development Center (FFRDC). All JPL personnel are employed  
16 by Caltech, not the government. The exact name and business form of Caltech will be the  
17 subject of discovery. (Defendants JPL and Caltech will occasionally be referred to herein as  
18 “JPL/Caltech.”)  
19

20 4. Defendant, Gregory Chin, (hereinafter “Chin”) is and at all relevant times was an  
21 employee of JPL, and was at all relevant times manager of the Cassini Mission Support and  
22 Services Office. At all relevant times, Chin was Plaintiff’s direct supervisor with the power to  
23 direct Plaintiff’s work activities, and the authority to hire, transfer, and discharge employees, or  
24 the responsibility to direct them, and at all relevant times alleged herein had broad discretionary  
25 authority over decisions that ultimately determine JPL’s policy regarding the actions alleged.  
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1           5.       Defendant, Clark A. Burgess, (hereinafter “Burgess”) at all relevant times was an  
2 employee of JPL and Plaintiff’s Group Supervisor. At all relevant times, Burgess had the power  
3 to direct Plaintiff’s work activities and the authority to hire, transfer, and discharge employees or  
4 the responsibility to direct them, and at all relevant times alleged herein had broad discretionary  
5 authority over decisions that ultimately determine JPL’s policy regarding the actions alleged.  
6

7           6.       Defendant, Kevin Klenk (hereinafter “Klenk”) is and at all relevant times was an  
8 employee of JPL, Manager of IT Resources for the Chief Information Officer, Section 173, and  
9 Plaintiff’s Section Manager. At all relevant times, Klenk had the power to direct Plaintiff’s  
10 activities and the authority to hire, transfer, and discharge employees, or the responsibility to  
11 direct them, and at all relevant times alleged herein had broad discretionary authority over  
12 decisions that ultimately determine JPL’s policy regarding the actions alleged.  
13

14           7.       The true names and capacities of Defendants sued herein as Does 1 through 25,  
15 inclusive, are unknown to Plaintiff, who therefore sues such Defendants by such fictitious names  
16 pursuant to Code.Civ.Proc. § 474. Plaintiff alleges that each fictitiously named Defendant acted  
17 or failed to act in such a manner that each has contributed in proximately causing the damages to  
18 Plaintiff as herein alleged. Plaintiff will seek leave of Court to amend this Complaint to set forth  
19 their true names and capacities when ascertained.  
20

21           8.       Plaintiff is informed and believes, and thereon alleges, that each of the Defendants  
22 sued herein, including those named herein as Does, are the agents, servants, employees,  
23 licensees, guarantees, invitees, or assignees of each other, and in doing the things herein alleged  
24 acted within the course and scope of such agency, employment guaranty, assignment, license,  
25 invitation and/or relationship and with the full knowledge and consent of the remaining  
26 Defendants.  
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1 **NATURE OF THE CASE**

2 9. Plaintiff, an information technology (“IT”) specialist, was charged with violating  
3 his employer’s anti-harassment and ethics policies. The allegations of harassment against  
4 Plaintiff included, without limitation, charges that he had (1) promoted his religious views by  
5 discussing with co-workers a scientific theory of life’s origins known as Intelligent Design  
6 (“ID”); (2) promoted his religious views by requesting that the annual “Holiday Party” be re-  
7 named the “Christmas Party”; and (3) promoted his religious and/or political views by discussing  
8 Proposition 8, a November 2009 ballot initiative approved by voters amending the California  
9 Constitution to define marriage as the union of one man and one woman as the only  
10 constitutionally authorized form of marriage in the state.

11  
12 10. During a dressing-down by his Project Management supervisor, Plaintiff was told  
13 that his discussions with co-workers concerning ID and his distribution of documentary DVDs  
14 entitled “Unlocking the Mystery of Life” and “The Privileged Planet” amounted to “pushing  
15 religion” and were “unwelcome” and “disruptive.” Although no one had previously said these  
16 things to him, his supervisors informed him that “a lot of people had been overly nice to you just  
17 to move on when you presented the ideas.”

18  
19 11. Plaintiff was ordered not to discuss ID, religion or politics under threat of  
20 termination, and though he complied with the unfair order he was nevertheless stripped of his  
21 team leadership position and reassigned to a job position with less responsibility and fewer  
22 privileges, embarrassing, degrading and humiliating him. Until his wrongful termination in  
23 retaliation for the filing of this lawsuit and based on his expression of religious, political and ID-  
24 related issues, he remained constrained in his ability to express his views on religion, politics and  
25 ID and was kept a prisoner of JPL’s discriminatory policies and actions. Plaintiff was  
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1 stigmatized in such a way that career advancement opportunities had been foreclosed to him, and  
2 he endured each working day under a cloud of suspicion and a threat of termination lest he say  
3 anything by which someone might take offense.

4 12. On January 24, 2011, after 14.3 years with JPL, Plaintiff was told that he was  
5 being laid off. He was unceremoniously escorted off the restricted lab facility, and stripped of  
6 his badge and future access.

7  
8 13. At all times relevant to the allegations and claims in this action, Defendants'  
9 hostility toward Plaintiff's protected expressive activities was based on a belief that Plaintiff was  
10 engaged in religious expression. Defendants' hostility on this basis was the motivating and  
11 substantial factor behind the adverse employment decisions to which Plaintiff was subjected.

12 14. This action is brought for the purpose of vindicating Plaintiff's employment rights  
13 arising from the adverse employment action taken against him and to reverse the injustice he is  
14 forced to endure as a result of the deprivation of his constitutional right to freely speak, write and  
15 publish his sentiments.  
16

17 **FACTS COMMON TO ALL ALLEGATIONS**  
18 **RELATING TO ORGANIZATIONAL STRUCTURE**

19 **A. Plaintiff's Employment Environment At JPL.**

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

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

9 **B. Plaintiff’s Role In System Administration At JPL.**

10 17. In September 1996, Plaintiff was hired as a System Administrator (“SA”) through  
11 a contract with an outside agency. From March 1997 to his January 24, 2011 wrongful  
12 termination, Plaintiff was employed as an SA for the Cassini Program. In January 2003, at the  
13 request of Chin, Plaintiff was hired as a full-time JPL/Caltech employee. Plaintiff’s duties, title  
14 and responsibilities remained unchanged in the transition from contractor to employee. Plaintiff  
15 served on the Cassini mission longer than any other SA on the program. His participation in the  
16 program began prior to launch in October 1997, and continued through the seven-year  
17 interplanetary cruise, the four-year Prime Mission, and into the Second Extended Mission. In the  
18 role of SA, he worked with a team of five to 10 SAs, supporting the computer and network  
19 infrastructure (“ground systems”) for the Cassini mission within the Space Flight Operations  
20 Facility at JPL.  
21

22  
23 18. During Plaintiff’s employment, the SA team was responsible for almost all the  
24 computers and networks in the Program. System administration involved complex and varied  
25 processes and functions, including configuration of the operating systems; data storage and  
26 networking of computers; controlling authentication, authorization, and access to systems;  
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1 ensuring robust protection against security threats; provisioning, servicing, and monitoring  
2 computer equipment; capacity planning; inventorying; troubleshooting; consulting; assisting  
3 users; evaluating and testing new products; working with vendors; providing system backups;  
4 building application platforms such as web servers; database administration; virtualization of  
5 resources; firewalls; encryption; cooperating with JPL IT and security directives; and many other  
6 technical tasks.

7  
8 19. The Cassini ground systems included over 200 Unix workstations and servers, 15  
9 routers, several high-capacity data storage units, and other peripheral equipment, including  
10 equipment at ten instrument sites across America and four in Europe. SAs have “superuser  
11 access” to all these systems and physical access to server rooms and network hubs, and are  
12 expected to be knowledgeable and trustworthy.

13 **C. Plaintiff’s Duties As “Team Lead.”**

14  
15 20. In March 2000, Plaintiff was designated “Cassini’s Team Lead SA” (“Team  
16 Lead”), a role he served for nine years until his demotion in April 2009. A Team Lead was  
17 recognized as someone who possessed exceptional judgment and proven aptitude, and was a  
18 position in which the individual holding it enjoyed enhanced reputation and stature. In exchange  
19 for the prestige associated with the title and position, a Team Lead was trusted with additional  
20 responsibilities.

21  
22 21. As Cassini’s Team Lead, Plaintiff was responsible for coordinating the work of  
23 the other SAs, representing their interests and concerns to the Office Manager and other Team  
24 Leads at weekly and monthly meetings, providing weekly and monthly reports to management,  
25 representing SAs at meetings, communicating management decisions to the team, interviewing  
26 prospective SAs, making recommendations to management, interacting with JPL’s IT and  
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1 security offices, acting as the SA representative to other offices in the program, and developing  
2 and delivering presentations about technical capabilities of new systems and upgrades. Plaintiff  
3 led weekly meetings for the SAs and was responsible for motivating them and keeping them  
4 united in spirit. In addition, Plaintiff tutored the SAs on various technical subjects to enhance  
5 their skills.

6 **D. Management Structure.**

7  
8 22. JPL uses a "matrix organization" in which individuals are responsible to two lines  
9 of management, each with their respective organization charts. Project Management directs the  
10 work (e.g., task assignments for a space mission), while Line Management is responsible for  
11 employee issues (e.g., evaluations, salary and raises, project assignments, discipline). Line  
12 Managers typically assign employees to projects when they are hired, and have the authority to  
13 shift them from one project to another.

14  
15 23. In Line Management, the employee's most direct contact is the Group Supervisor,  
16 who reports to a Section Manager, who reports to a Division Manager, who reports to the  
17 manager of a Directorate, under the JPL Director. Plaintiff's Line Management included  
18 Defendant Burgess, Group Supervisor, who reported to Defendant Klenk, Section Manager.

19  
20 24. In Project Management, the employee's most direct contact is the Office  
21 Manager, who reports to the Project (or Program) Manager. Plaintiff's Project Management  
22 included Defendant Chin, Office Manager (Mission Support and Services Office, or MSSO),  
23 who reported to Program Manager Bob Mitchell. Some "Offices" are organized into teams, each  
24 with a designated Team Lead. From 2000 to 2009, Plaintiff served as Team Lead for the System  
25 Administration (SA) Team under MSSO.



1           25.     Team Leads are not supervisors with the ability to hire, fire, evaluate, compensate  
2 or discipline their team members, but do have influence through their reporting and  
3 recommendations. In his capacity as Team Lead, Plaintiff interviewed prospective SAs and  
4 recommended candidates for hiring. These recommendations were given to Office Manager  
5 Greg Chin, who worked out arrangements for hiring them through their respective Line  
6 Managers or Contract Managers.  
7

8                           **FACTS COMMON TO ALL ALLEGATIONS RELATING TO**  
9                           **PLAINTIFF'S EXPRESSIVE ACTIVITY**

10       **A.     Plaintiff's Interest In ID.**

11           26.     Consistent with the goal of JPL's space exploration missions, Plaintiff has a  
12 sincere interest in the scientific evidence behind life's origin, an interest that led to an  
13 appreciation for ID, a theory supported by empirical scientific evidence that life and the  
14 existence of the universe derive not from undirected material processes (blind chance) but from  
15 an intelligent cause. The DVD "Unlocking the Mystery of Life," for instance, provides a  
16 biological explanation for ID by exploring the way in which DNA delivers codified instructions  
17 to proteins to create cellular function, operating much the way computer software works to  
18 instruct mechanical functions. Using animation, the film illustrates the nanotechnology in cells,  
19 such as the bacterial flagellar motor with its thirty-part rotary engine. The DVD "The Privileged  
20 Planet" presents a cosmological explanation for ID, demonstrating how the universe is "fine-  
21 tuned" to allow the factors necessary to sustain life on Earth to be present. The film illustrates  
22 how Earth is not only exquisitely fit to support life, but also to give humans the best view of the  
23 universe for further scientific exploration.  
24

25           27.     Plaintiff 's interest in ID led him to occasionally engage co-workers in  
26 conversation concerning it and to offer them a chance to gain a better understanding and  
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1 appreciation for it by viewing the DVDs. If a co-worker was interested in learning more about it,  
2 Plaintiff would offer the co-worker a DVD to view. Plaintiff never forced a co-worker to take a  
3 DVD and he did not coerce or compel anyone to discuss the subject of ID.

4 **B. Plaintiff's Religious Beliefs.**

5 28. Plaintiff is an evangelical Christian, whose religious beliefs are sincerely held.  
6 He believes that God created the universe, that according the Bible, gay marriage and  
7 homosexuality are immoral and sinful, and that Christmas, which celebrates the birth of Jesus  
8 Christ, has been a federal holiday for more than 240 years. These are traditional and popular  
9 views that remain the general consensus in the United States. Defendants, and each of them,  
10 were aware of Plaintiff's sincerely held religious convictions but were remarkably intolerant of  
11 them.  
12

13 29. Plaintiff was singled out due to his religious convictions generally, and  
14 specifically for his belief in God as the Creator of the universe, his support for California's  
15 Proposition 8, which was adopted by voters in November 2008, and his request that JPL's annual  
16 "Holiday Party" be renamed the "Christmas Party," as it had been called in the past.  
17

18 30. In or about 2005 or 2006, Carmen Vetter ("Vetter"), an administrative assistant  
19 who reported directly to JPL's project manager for the Cassini mission, complained that David  
20 had "harassed" her by requesting that the annual office Holiday Party be renamed the "Christmas  
21 Party." She has testified that she additionally felt "harassed" by Plaintiff because on the  
22 infrequent times she had contact with him, he would always discuss religion with her, which  
23 made her feel uncomfortable. Vetter reported her complaint that Plaintiff had "harassed" her to  
24 Chin.  
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1           31.     Vetter seized upon a second chance to accuse Plaintiff of harassment and to report  
2 him to management by informing Chin that Plaintiff had “harassed” a scientist, whose office was  
3 adjacent to hers. In November 2009, Plaintiff was engaged in a conversation with Scott  
4 Edgington (“Edgington”), a scientist, concerning various matters when the subject of Proposition  
5 8 came up. Plaintiff presented Edgington with a flyer containing arguments for the measure.  
6 The discussion grew heated and Edgington ordered Plaintiff to leave his office. After Plaintiff  
7 left Edgington’s office, Vetter approached Edgington to ask whether he desired to have Plaintiff  
8 reported to management for “harassment.” Edgington authorized Vetter to report it to Chin.

9  
10           32.     Another co-worker, Margaret Weisenfelder (“Weisenfelder”), complained to Chin  
11 on March 2, 2009, that in the preceding November Plaintiff had “harassed” her by briefly  
12 discussing Proposition 8 with her and on February 26, 2009, by offering to loan her the ID  
13 documentary “Unlocking the Mystery of Life.” Chin was also personally threatened by  
14 Plaintiff’s sincerely held religious beliefs. When Plaintiff gave him a religious DVD as a  
15 Christmas gift in 2008, Chin set it aside without viewing it and never acknowledged the gift to  
16 Plaintiff.

17  
18           33.     Chin, Weisenfelder, Vetter and Edgington share a worldview that clashes with  
19 Plaintiff’s. Weisenfelder and Vetter are friends, who teach a course on the JPL campus called  
20 “True Colors.” The course is intended to assist employees in their ability to communicate with  
21 each other more effectively. Weisenfelder and Vetter obtained their certification together.  
22 Vetter and Edgington share adjacent offices. Vetter, Edgington, Chin and Weisenfelder all  
23 disagreed with Proposition 8 and voted against it. Vetter, Edgington and Chin question religion  
24 and do not practice it. Although they once practiced the Christian faith, neither Vetter,  
25 Edgington nor Chin proclaim Jesus Christ as their savior and have abandoned their Christian  
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1 faith. Weisenfelder obtained a “mail-order” ordination in an organization entitled the  
2 “Metaphysical Interfaith Church,” and believes that religion should never be discussed in the  
3 workplace under any circumstances. With one exception, they are all members of the  
4 Democratic Party.

5  
6 **FACTS COMMON TO ALL ALLEGATIONS RELATING TO**  
**ADVERSE EMPLOYMENT ACTION**

7 **A. Plaintiff’s Demotion From Team Lead.**

8 **1) Chin Accuses Plaintiff Of Pushing His Religious Views On Co-Workers By**  
9 **Handing Out DVDS Regarding ID.**

10 34. The adverse employment action to which Plaintiff was subjected consisted of a  
11 series of subtle yet damaging injuries, rather than one swift blow. On the morning of March 2,  
12 2009, Weisenfelder approached Chin at her first opportunity to complain that she had  
13 experienced two “uncomfortable incidents” with Plaintiff. The first incident involved Plaintiff’s  
14 approaching her to discuss Proposition 8, the California ballot measure amending the California  
15 Constitution to affirm the definition of marriage as the union between one man and one woman.  
16 The second incident involved a Post-It note on the back of the “Unlocking the Mystery of Life”  
17 DVD packaging that she had borrowed over the previous weekend. Weisenfelder observed that  
18 the words “try again” appeared alongside a name on the note. The note somehow made her feel  
19 “uncomfortable” and “harassed.” Chin reported Weisenfelder’s comments to Vetter, who had  
20 previously complained about Plaintiff harassing her.  
21

22  
23 35. Later that day, on the basis of his meeting with Weisenfelder, Defendant Chin  
24 advised Plaintiff that “co-workers” had complained to him that Plaintiff was pushing his  
25 religious views on them by discussing ID and offering them the DVDs to view. Chin threatened  
26 Plaintiff that if he persisted in “pushing [his] religion,” he would lose his job. Chin additionally  
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1 ordered Plaintiff not to discuss politics or religion with anyone in the office. During the  
2 meeting, Chin grew increasingly angry and belligerent, repeatedly asserting in a rude, hostile and  
3 demeaning manner over Plaintiff's dissent that "Intelligent Design is religion." Chin's tone and  
4 conduct were abusive and harassing in nature.

5  
6 36. Plaintiff advised Chin that he would abide by his directives to the extent that they  
7 did not violate the laws of the United States or his conscience. However, Plaintiff complained  
8 that Chin's order interfered with Plaintiff's right of conscience and constitutional rights. Plaintiff  
9 complied with Chin's order at all times prior to his termination.

10 37. The experience caused Plaintiff to feel great anxiety and stress, leading him to  
11 wonder whether his views on any subject could be expressed in polite conversation without it  
12 leading to further unattributed false claims of harassment, harassment by Chin or adverse  
13 employment action. Such overt discrimination and harassment had a powerful impact on  
14 Plaintiff, since it clearly communicated to him the message that his views were misunderstood  
15 and not to be tolerated. Plaintiff's right of expression in the workplace was effectively chilled.  
16 Chin's threatening order immediately created a work environment hostile to expressions of  
17 viewpoints that Chin and possibly others unreasonably found to be offensive. In effect, Chin's  
18 conduct created an atmosphere that made Plaintiff feel like an outsider and unwelcome on  
19 account of views he and others perceived to be religious in nature.  
20

21  
22 38. At no time did Chin ever inform Plaintiff of the instances of complaints made  
23 against him by Vetter, Edgington and Weisenfelder.

24 **2) Plaintiff Contacts The Company's Chief Ethics Officer Regarding The**  
25 **Incident with Chin.**

26 39. Immediately following the meeting with Chin, Plaintiff met with JPL's Chief  
27 Ethics Officer, Doug Sanders (hereinafter "Sanders"), to complain about Chin's conduct and to  
28

1 inquire into whether Chin's scornful, abusive, disrespectful and hostile behavior was at all  
2 justified under JPL policies. Sanders advised that JPL had no policy regarding religious  
3 expression in the workplace and that Chin's admonitions appeared to him to be out of line and  
4 excessive.

5           40. Unbeknownst to Plaintiff, Chin was simultaneously reporting the matter to JPL's  
6 Employee Relations Office (Human Resources; hereinafter "HR"), his supervisors, Plaintiff's  
7 supervisors and even to Vetter, the very same administrative assistant who complained to him  
8 years prior that Plaintiff had "harassed" her by requesting a name change to the Holiday Party.  
9 At all times, Chin knew or should have known that by reporting Plaintiff to his superiors, he  
10 would be subjecting Plaintiff to disciplinary action, including adverse employment action  
11 consisting of demotion and/or termination.  
12

13           **3) Plaintiff Is Contacted By An Employee Relations Investigator.**

14           41. The following day, March 3, 2009, Plaintiff was contacted by Jhertaune Huntley  
15 ("Huntley"), a "Human Resources Generalist," to meet for an undisclosed purpose.  
16

17           42. On March 5, 2009, Huntley interviewed Plaintiff for more than an hour  
18 concerning the incident with Chin. Huntley led Plaintiff to believe that she was engaged in a  
19 "conflict resolution" process designed to reconcile differences between Chin and Plaintiff arising  
20 from their meeting, and did not inform him that her real purpose in conducting the interview was  
21 in response to Chin's contacting HR to report Plaintiff. In fact, at no time did Huntley reveal the  
22 true purpose of her investigation leading up to Plaintiff's discipline and demotion, and Plaintiff  
23 was unaware that he was under investigation for harassing co-workers by expressing his views  
24 concerning ID and sharing DVDs with them. The March 5 meeting was the only meeting  
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1 Huntley had with Plaintiff, and the first in a series of interviews she conducted of individuals  
2 referred to her by Chin.

3 43. On information and belief, Huntley interviewed only Chin, who reported his  
4 grievance to HR; Burgess, Plaintiff's Group Supervisor; and Vetter, Edgington and  
5 Weisenfelder, the three individuals who reported their complaints concerning Plaintiff to Chin.  
6 After completing these interviews, Huntley did not return to Plaintiff to advise him of what was  
7 being said about him, or provide him with any opportunity to respond to the specific information  
8 she obtained during her investigation.  
9

10 **4) Plaintiff Is Disciplined And Demoted For Violating JPL's Harassment Policy**  
11 **And Ethics And Business Conduct Policy.**

12 44. At all relevant times, Plaintiff complied with Chin's directive and did not discuss  
13 ID, politics or religion in the workplace. On various occasions in March and April 2009,  
14 Plaintiff sought information concerning Huntley's investigation and its purpose, but was  
15 unsuccessful in learning anything. On April 9, 2009, Plaintiff was contacted by Defendant  
16 Klenk ostensibly to meet in response to Plaintiff's inquiries.  
17

18 45. On April 13, 2009, Plaintiff met with Defendants Burgess and Klenk. Plaintiff  
19 sought and was granted permission by Burgess and Klenk to tape-record the meeting. At the  
20 outset of the meeting, Plaintiff was handed a document entitled "Written Warning." The  
21 document stated that the Employee Relations Office had completed an investigation concerning  
22 allegations that Plaintiff had approached various co-workers during JPL business hours to  
23 discuss his religious and political beliefs, and that they found his requests to watch DVDs  
24 expressing his personal views to be unwelcome.  
25

26 46. The document further stated that Plaintiff's actions were reported as harassing in  
27 nature, that Plaintiff had acknowledged that he had approached various coworkers during work  
28

1 hours to inquire if they were interested in watching his DVDs, which expressed his personal  
2 views, that he had engaged various co-workers in conversations about his personal views, and  
3 that he failed to stop these activities when he was told they were unwelcome and disruptive.

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

12 48. Plaintiff discussed the document with Burgess and Klenk for more than an hour.  
13 Although he sought specific information concerning the nature of the complaints made against  
14 him, he was offered no specific details of the charges allegedly made by other co-workers, how  
15 many of them registered any objection, the nature of the complaints, who the alleged co-workers  
16 who complained were or anything else to which Plaintiff could offer rebuttal. In short, Plaintiff  
17 was told to stop expressing all personal views on politics, religion and ID in the workplace or he  
18 would be fired.

19 49. Plaintiff advised that he had never been told by a co-worker that his discussion of  
20 ID was unwelcome or was disruptive to their work and learned of the allegations for the first  
21 time when he met with Chin on March 2, 2009. Burgess and Klenk remarked that it was  
22 Plaintiff's duty to interpret a co-worker's "body language" and that in some cases there would be  
23 no objective way of knowing whether a co-worker was feeling "extraordinarily uncomfortable."  
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1 In short, Plaintiff was left with no understanding as to the nature of the alleged complaints  
2 against him or how he could avoid a violation of the policies in the future.

3 50. The lengthy meeting ended when Plaintiff was advised for the first time that,  
4 effective immediately, he was being removed from the Team Lead position in order to “lessen  
5 the strife in your area” because “HR” had advised that “this has gone on too long, they can’t  
6 believe this is prevalent, this point of view out there, as much as it is.”

7  
8 51. During the meeting, Plaintiff reported that he had complained to Chin that his  
9 rights were being violated.

10 52. During the meeting, there was no discussion of poor job performance.

11 **5) Plaintiff’s Demotion Is Announced.**

12 53. 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  
18 efforts. Please welcome and support Nick on his new assignment.”

19  
20 54. 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 for 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 **6) Plaintiff Attempts To Appeal The Discipline/Demotion.**

5 55. 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 no such 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 to  
10 provide Plaintiff with a forum to appeal, but did nothing to advance an appellate process and  
11 were arranged simply to placate Plaintiff and to confirm the finality of the disciplinary decisions.  
12 Neither meeting resulted in reversing the adverse employment action against him, nor provided  
13 Plaintiff with any process for mounting an internal appeal.  
14  
15

16 **7) The Written Warning Is Expunged Almost One Year Later.**

17 56. On April 6, 2010, almost one year from the April 18, 2009, issuance of the  
18 Written Warning, Plaintiff was invited again to meet with Defendants Burgess and Klenk. The  
19 purpose of the meeting was not made known to Plaintiff in advance. During the meeting, Klenk  
20 told Plaintiff that Defendants had revisited the matter, and concluded that the issuance of a  
21 Written Warning had been inappropriate and that it would be expunged from Plaintiff's  
22 personnel file.  
23

24 57. Notwithstanding the expungement, Plaintiff was advised that he would not be  
25 restored to his Team Lead position, that the company continued to believe that Plaintiff's  
26 conduct in distributing the DVDs and advancing his views on ID was inappropriate, and that  
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1 Plaintiff would remain restricted in his ability to discuss ID with others in the workplace due to a  
2 fear that other co-workers would not welcome a discussion of it. Thus, Defendants' harassment  
3 of Plaintiff was continuing and ongoing up to the date of his termination.

4 58. The decision to revoke the Written Warning, to expunge it from Plaintiff's  
5 personnel file and to characterize it as "inappropriate" constitutes an admission of wrongdoing.

6  
7 **8) Plaintiff's Termination.**

8 59. On January 24, 2011, after more than 14 years with JPL, Plaintiff was told that,  
9 effective immediately, he was being "laid off." None of Plaintiff's supervisors had earlier  
10 advised him that he was under consideration as a potential reduction in workforce casualty.  
11 Plaintiff was escorted off the JPL campus, ordered to turn over his badge and advised that he  
12 would no longer have access to the lab facilities.

13 **FIRST CAUSE OF ACTION**

14 **DISCRIMINATION BASED ON RELIGIOUS ACTIVITY**

15 (Against All Defendants and Does 1 through 25)

16  
17 60. The allegations of each of the preceding paragraphs are realleged and  
18 incorporated herein by reference.

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

4           62. FEHA makes it an unlawful employment practice for an employer to discriminate  
5 against an employee “in terms, conditions, or privileges of employment” on the basis of the  
6 employee’s religion. It is also unlawful for an employer to discriminate against an employee  
7 based upon the employer's perception that the employee is a member of a protected class, e.g., is  
8 an adherent to a religious faith or creed. Govt.Code § 12926(m). It is also unlawful for an  
9 employer to discriminate against an employee based upon the employer's perception that the  
10 employee is taking or has taken certain actions because the employee is a member of a protected  
11 class, i.e., is speaking to co-workers about certain matters because the employee professes or  
12 adheres to a religious faith or creed. Plaintiff falls within the protected category of Govt.Code §  
13 12926(m) as an individual subjected to adverse employment action on account of religious creed.

14           63. The California Constitution, Art. I, §2 (a) provides that “Every person may freely  
15 speak, write and publish his or her sentiments on all subjects, being responsible for the abuse of  
16 this right.” Art 1, §4 provides that “[f]ree exercise and enjoyment of religion without  
17 discrimination or preference are guaranteed.”

18           64. Defendants discriminated against Plaintiff on the basis of religion because they  
19 perceived him to be and asserted that he was engaged in religious speech and ordered him to  
20 discontinue it. A motivating factor in JPL’s decision to demote and to terminate Plaintiff was his  
21 expression of sentiments protected by the California Constitution, including, without limitation,  
22 matters involving religion, politics and Intelligent Design.  
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1           65. Defendants' conduct constituted adverse employment action and represented a  
2 materially adverse change in the terms of Plaintiff's employment.

3           66. The claim that he violated Defendants' policies or significantly interfered with  
4 work is false and pretextual in part because the subject matter of Plaintiff's communications with  
5 co-workers is consistent with Defendant JPL's interest in exploring the origin of life and the  
6 universe, and an inherent part of the business it famously conducts and for which it seeks  
7 government and non-government financial and other support, and publishes to the world.  
8

9           67. Plaintiff's communications with co-workers at all relevant times involved matters  
10 of public concern, and were relevant to Defendant JPL's scientific interest in life's origin and the  
11 origin of the universe.

12           68. As a proximate result of Defendants' conduct, Plaintiff has suffered special  
13 damages in the form of lost earnings, benefits and/or out of pocket expenses in an amount  
14 according to proof at the time of trial. As a further direct and proximate result of these  
15 Defendants' conduct, Plaintiff will suffer additional special damages in the form of lost future  
16 earnings, benefits and/or other prospective damages in an amount according to proof at the time  
17 of trial.  
18

19           69. As a further direct and proximate result of these Defendants' conduct, Plaintiff  
20 has suffered loss of financial stability, peace of mind and future security, and has suffered  
21 embarrassment, humiliation, mental and emotional pain and distress and discomfort, all to his  
22 detriment and damage in amounts not fully ascertained but within the jurisdiction of this court  
23 and subject to proof at the time of trial.  
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25           70. By reason of the conduct of Defendants herein, Plaintiff has retained attorneys to  
26 prosecute his claims under FEHA. Plaintiff is therefore entitled to recover reasonable attorneys'  
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1 fees and costs pursuant to Govt.Code § 12965(b), in addition to other damages as provided by  
2 law and as alleged herein.

3 71. Defendants, and each of them, committed the acts alleged herein oppressively and  
4 maliciously, with the wrongful intention of injuring Plaintiff, from an evil and improper motive  
5 amounting to malice, and in conscious disregard of Plaintiff's rights, in that Defendants, and  
6 each of them, refused to allow Plaintiff to engage in constitutionally protected speech despite the  
7 fact that they knew that Plaintiff was able to perform the essential functions of his position.  
8 Thus, Plaintiff is entitled to recover punitive damages from Defendants.  
9

10 **SECOND CAUSE OF ACTION**

11 **DISCRIMINATION BASED ON POLITICAL ACTIVITY**  
12 **AND THE EXERCISE OF PROTECTED RIGHTS**

13 (Lab.Code §§ 98.6 And 1101)

14 (Against All Defendants and Does 1 through 25)

15 72. The allegations of each of the preceding paragraphs are realleged and  
16 incorporated herein by reference.

17 73. Employers may not discharge or discriminate against an employee for engaging in  
18 political activities or the exercise of any rights afforded him.

19 74. In November 2008, prior to the political election that month, Plaintiff sought to  
20 engage co-workers in a discussion of Proposition 8, a ballot measure requiring an amendment to  
21 the California Constitution affirming the definition of marriage as between one man and one  
22 woman. Plaintiff intended to present information concerning Proposition 8 for the purpose of  
23 influencing the decisions of co-workers to vote for the ballot measure. On separate occasions  
24 within days of the election, Plaintiff approached Weisenfelder and Edgington to present them  
25 with a flyer containing arguments in support of the measure. Both Weisenfelder and Edgington  
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1 advised Plaintiff that they opposed the ballot measure. Both discussions were brief, and Plaintiff  
2 did not discuss the issue with them thereafter.

3 75. Although Weisenfelder and Edgington disagreed with Plaintiff's position, it was  
4 not enough for them to simply advise Plaintiff of that fact. Rather, they were so intolerant of  
5 Plaintiff's position that they unfairly and maliciously reported the discussions to Chin for the  
6 purpose of punishing Plaintiff. Vetter, who overheard the conversation between Plaintiff and  
7 Edgington, offered to report Plaintiff to Chin on Edgington's behalf. By reporting Plaintiff,  
8 Weisenfelder, Edgington and Vetter knew or should have known that they would be placing  
9 Plaintiff's job at risk.  
10

11 76. Plaintiff's conduct was reasonable under the particular circumstances, and was  
12 neither severe, persistent, likely to interfere significantly with an individual's work, abusive, nor  
13 demeaning, intimidating, threatening or injurious to any individual's personal characteristics or  
14 beliefs.  
15

16 77. As a proximate result of Defendants' conduct, Plaintiff has suffered special  
17 damages in the form of lost earnings, benefits and/or out of pocket expenses in an amount  
18 according to proof at the time of trial. As a further direct and proximate result of these  
19 Defendants' conduct, Plaintiff will suffer additional special damages in the form of lost future  
20 earnings, benefits and/or other prospective damages in an amount according to proof at the time  
21 of trial.  
22

23 78. As a further direct and proximate result of Defendants' conduct, Plaintiff has  
24 suffered a loss of financial stability, peace of mind and future security, and has suffered  
25 embarrassment, humiliation, mental and emotional pain and distress and discomfort, all to his  
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1 detriment and damage in amounts not fully ascertained but within the jurisdiction of this court  
2 and subject to proof at the time of trial.

3 79. By reason of the conduct of Defendants herein, Plaintiff has retained attorneys to  
4 prosecute his claims under the FEHA. Plaintiff is therefore entitled to recover reasonable  
5 attorneys' fees and costs pursuant to Govt.Code § 12965(b), in addition to other damages as  
6 provided by law and as alleged herein.  
7

8 80. Defendants, and each of them, committed the acts alleged herein oppressively and  
9 maliciously, with the wrongful intention of injuring Plaintiff, from an evil and improper motive  
10 amounting to malice, and in conscious disregard of Plaintiff's rights, in that Defendants, and  
11 each of them, refused to allow Plaintiff to engage in constitutionally protected speech despite the  
12 fact that they knew that Plaintiff was able to perform the essential functions of his position.  
13 Thus, Plaintiff is entitled to recover punitive damages from Defendants.  
14

15 **THIRD CAUSE OF ACTION**

16 **RETALIATION IN VIOLATION OF THE CALIFORNIA**  
17 **FAIR EMPLOYMENT AND HOUSING ACT**

18 (Against All Defendants and Does 1 through 25)

19 81. The allegations of each of the preceding paragraphs are realleged and  
20 incorporated herein by reference.

21 82. Defendants retaliated against Plaintiff because he opposed discrimination and  
22 harassment in the workplace by Defendants engaging in a course of conduct in violation of  
23 Govt.Code § 12940(h). Such conduct included subjecting Plaintiff to retaliation and further  
24 harassment because of Plaintiff's complaints about discrimination and harassment, demoting him  
25 and terminating him.  
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1           83.     At all times material hereto, Defendants were prohibited from discriminating  
2 against employees who oppose practices forbidden by FEHA.

3           84.     At all times relevant hereto, Plaintiff's complaints of harassment and  
4 discrimination were based on his protected status as a person lawfully engaged in  
5 constitutionally protected expressive activity concerning religion, politics and other matters. In  
6 complaining to his supervisors, Plaintiff was opposing practices forbidden by FEHA and was  
7 thus engaged in a protected activity under California law.

8           85.     Plaintiff originally filed this action in April 2010. Subsequent to the filing of this  
9 action, Plaintiff was terminated from his position at JPL. Plaintiff's termination was based upon  
10 Defendants' continuous and ongoing course of conduct to harass Plaintiff and to retaliate against  
11 him for asserting his right to engage in protected speech activity. Plaintiff's termination  
12 therefore constitutes a further – and the most extreme – example of retaliation.

13           86.     Such conduct as described herein violates Govt.Code § 12940(h), which makes it  
14 unlawful to discriminate against an employee because he has opposed discriminatory and  
15 harassing practices.

16           87.     As a proximate result of Defendants' conduct, Plaintiff has suffered special  
17 damages in the form of lost earnings, benefits and/or out of pocket expenses in an amount  
18 according to proof at the time of trial. As a further direct and proximate result of Defendants'  
19 conduct, Plaintiff will suffer additional special damages in the form of lost future earnings,  
20 benefits and/or other prospective damages in an amount according to proof at the time of trial.

21           88.     As a further direct and proximate result of these Defendants' conduct, Plaintiff  
22 has suffered loss of financial stability, peace of mind and future security, and has suffered  
23 embarrassment, humiliation, mental and emotional pain and distress and discomfort, all to his  
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1 detriment and damage in amounts not fully ascertained but within the jurisdiction of this court  
2 and subject to proof at the time of trial.

3 89. By reason of the conduct of Defendants herein, Plaintiff has retained attorneys to  
4 prosecute his claims under the FEHA. Plaintiff is therefore entitled to recover reasonable  
5 attorneys' fees and costs pursuant to Govt.Code § 12965(b), in addition to other damages as  
6 provided by law and as alleged herein.  
7

8 90. Defendants, and each of them, committed the acts alleged herein oppressively and  
9 maliciously, with the wrongful intention of injuring Plaintiff, from an evil and improper motive  
10 amounting to malice, and in conscious disregard of Plaintiff's rights, in that Defendants, and  
11 each of them, refused to allow Plaintiff to engage in constitutionally protected speech despite the  
12 fact that they knew that Plaintiff was able to perform the essential functions of his position.  
13 Thus, Plaintiff is entitled to recover punitive damages from Defendants.  
14

15 **FOURTH CAUSE OF ACTION**

16 **RETALIATION IN VIOLATION OF PUBLIC POLICY**

17 (Against All Defendants and Does 1 through 25)

18 91. The allegations of each of the preceding paragraphs are realleged and  
19 incorporated herein by reference.  
20

21 92. The discharge of an employee in retaliation for resisting employer violations of  
22 laws that secure important public policies contravenes those policies, and gives rise to a common  
23 law action in tort.

24 93. Plaintiff was demoted and subsequently terminated for asserting his statutory and  
25 constitutional rights to engage in protected expressive activity. Defendants' violation of  
26 Plaintiff's statutory and constitutional rights is inconsistent and hostile to the public's interest in  
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28

1 expressing religious, political and other views, and has a chilling effect on such protected  
2 activity.

3 94. Defendants' arguments for demoting and terminating Plaintiff are pretextual in  
4 nature and calculated to disguise the motivating basis of the adverse employment action to which  
5 Plaintiff was subjected.

6 95. As a proximate result of Defendants' conduct, Plaintiff has suffered special  
7 damages in the form of lost earnings, benefits and/or out of pocket expenses in an amount  
8 according to proof at the time of trial. As a further direct and proximate result of Defendants'  
9 conduct, Plaintiff will suffer additional special damages in the form of lost future earnings,  
10 benefits and/or other prospective damages in an amount according to proof at the time of trial.

11 96. As a further direct and proximate result of Defendants' conduct, Plaintiff has  
12 suffered loss of financial stability, peace of mind and future security, and has suffered  
13 embarrassment, humiliation, mental and emotional pain and distress and discomfort, all to his  
14 detriment and damage in amounts not fully ascertained but within the jurisdiction of this court  
15 and subject to proof at the time of trial.

16 97. By reason of the conduct of Defendants herein, Plaintiff has retained attorneys to  
17 prosecute his claims under the FEHA. Plaintiff is therefore entitled to recover reasonable  
18 attorneys' fees and costs pursuant to Govt.Code § 12965(b), in addition to other damages as  
19 provided by law and as alleged herein.

20 98. Defendants, and each of them, committed the acts alleged herein oppressively and  
21 maliciously, with the wrongful intention of injuring Plaintiff, from an evil and improper motive  
22 amounting to malice, and in conscious disregard of Plaintiff's rights, in that Defendants, and  
23 each of them, refused to allow Plaintiff to engage in constitutionally protected speech despite the  
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1 fact that they knew that Plaintiff was able to perform the essential functions of his position.

2 Thus, Plaintiff is entitled to recover punitive damages from Defendants

3 **FIFTH CAUSE OF ACTION**

4 **HARASSMENT**

5 (Govt.Code § 12940 et seq.; Cal.Const., Art. I, §§ 2, 4)

6 (Against All Defendants and Does 1 through 25)

7  
8 99. The allegations of each of the preceding paragraphs are realleged and  
9 incorporated herein by reference.

10 100. Plaintiff's viewpoints, which Defendants perceived to be religious speech, are  
11 protected speech under the California Constitution. Defendants harassed Plaintiff by engaging in  
12 a severe and pervasive scheme to suppress his constitutional and statutory right to engage in  
13 protected speech activity, by threatening him with and by executing against him punitive and  
14 adverse employment action, including demotion and termination. Defendants created, tolerated  
15 and condoned a work environment that is pervasively hostile to Plaintiff on account of  
16 viewpoints he holds regarding religion, politics and ID. Defendants failed and refused to remedy  
17 this hostile work environment, and permitted Plaintiff to be harassed by both administrators and  
18 co-workers on account of his viewpoints. Defendants engaged in an ongoing and continuous  
19 course of harassment based on Plaintiff's protected speech under the California Constitution.  
20

21 101. The conduct of the Defendants as alleged in this Complaint was sufficiently  
22 pervasive to alter the terms and conditions of employment and the work environment such that it  
23 created a hostile environment, hostile to the Plaintiff and other employees.  
24

25 102. The unlawful conduct alleged above was engaged in by supervisors and/or  
26 managing agents of Defendants JPL/Caltech and/or who were acting at all times relevant to this  
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1 Complaint within the scope and course of their employment. Defendants JPL/Caltech are,  
2 therefore, strictly liable for the conduct of said agents and employees.

3 103. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered  
4 special damages in the form of lost earnings, benefits and/or out of pocket expenses in an amount  
5 according to proof at the time of trial. As a further direct and proximate result of Defendants'  
6 conduct, Plaintiff will suffer additional special damages in the form of lost future earnings,  
7 benefits and/or other prospective damages in an amount according to proof at the time of trial.  
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9 104. As a further direct and proximate result of Defendants' conduct, Plaintiff has  
10 suffered loss of financial stability, peace of mind and future security, and has suffered  
11 embarrassment, humiliation, mental and emotional pain and distress and discomfort, all to his  
12 detriment and damage in amounts not fully ascertained but within the jurisdiction of this court  
13 and subject to proof at the time of trial.  
14

15 105. By reason of the conduct of Defendants herein, Plaintiff has retained attorneys to  
16 prosecute his claims under the FEHA. Plaintiff is therefore entitled to recover reasonable  
17 attorneys' fees and costs pursuant to Govt.Code § 12965(b), in addition to other damages as  
18 provided by law and as alleged herein.  
19

20 106. Defendants, and each of them, committed the acts alleged herein oppressively and  
21 maliciously, with the wrongful intention of injuring Plaintiff, from an evil and improper motive  
22 amounting to malice, and in conscious disregard of Plaintiff's rights, in that Defendants, and  
23 each of them, refused to allow Plaintiff to engage in constitutionally protected speech despite the  
24 fact that they knew that Plaintiff was able to perform the essential functions of his position.

25 Thus, Plaintiff is entitled to recover punitive damages from Defendants.  
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1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO PREVENT DISCRIMINATION AND HARASSMENT**

3 (Against All Defendants and Does 1 through 25)

4 107. The allegations of each of the preceding paragraphs are realleged and  
5 incorporated herein by reference.

6 108. Defendants JPL/Caltech employ an Unlawful Harassment Policy, which provides,  
7 inter alia:

8 “Harassment is the creation of a hostile or intimidating environment in which verbal or  
9 physical conduct, because of its **severity and/or persistence, is likely to interfere**  
10 **significantly with an individual’s work**. Abusive or harassing behavior, verbal or  
11 physical, which demeans, intimidates, threatens, or injures another because of his or her  
12 personal characteristics or beliefs, is subject to JPL’s disciplinary process. Examples of  
13 personal characteristics or beliefs include ... religion....”

14 “Harassment must be distinguished from behavior which, even though unpleasant or  
15 disconcerting, is appropriate to the carrying out of certain supervisory responsibilities or  
16 as objectively reasonable under the circumstances.... Behavior evidently intended to  
17 dishonor such characteristics as ... religious belief ... is contrary to the pursuit of inquiry  
18 and may be discriminatory harassment violative of law and JPL policy.”

19 (Emphasis added.)

20 109. Defendants JPL/Caltech failed to exercise reasonable care to prevent Defendant  
21 Chin and certain co-workers from creating an environment within which Plaintiff was forbidden  
22 from engaging in protected speech activity, including the expression of his religious, political  
23 and scientific views. Defendants JPL/Caltech participated in the creation of a hostile and  
24 intimidating environment, which, because of Plaintiff’s Christian orientation and religious beliefs  
25 – and the perception of religious beliefs – they sided with Chin in determining Plaintiff’s views  
26 concerning Intelligent Design, Proposition 8 and Christmas to be unwelcome.

27 110. As a proximate result of Defendants’ conduct, Plaintiff has suffered special  
28 damages in the form of lost earnings, benefits and/or out of pocket expenses in an amount

1 according to proof at the time of trial. As a further direct and proximate result of Defendants'  
2 conduct, Plaintiff will suffer additional special damages in the form of lost future earnings,  
3 benefits and/or other prospective damages in an amount according to proof at the time of trial.

4 111. As a further direct and proximate result of Defendants' conduct, Plaintiff has  
5 suffered loss of financial stability, peace of mind and future security, and has suffered  
6 embarrassment, humiliation, mental and emotional pain and distress and discomfort, all to his  
7 detriment and damage in amounts not fully ascertained but within the jurisdiction of this court  
8 and subject to proof at the time of trial.

9  
10 112. By reason of the conduct of Defendants herein, Plaintiff has retained attorneys to  
11 prosecute his claims under the FEHA. Plaintiff is therefore entitled to recover reasonable  
12 attorneys' fees and costs pursuant to Govt.Code § 12965(b), in addition to other damages as  
13 provided by law and as alleged herein.

14  
15 113. Defendants, and each of them, committed the acts alleged herein oppressively and  
16 maliciously, with the wrongful intention of injuring Plaintiff, from an evil and improper motive  
17 amounting to malice, and in conscious disregard of Plaintiff's rights, in that Defendants, and  
18 each of them, refused to allow Plaintiff to engage in constitutionally protected speech despite the  
19 fact that they knew that Plaintiff was able to perform the essential functions of his position.

20 Thus, Plaintiff is entitled to recover punitive damages from Defendants.

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1 **SEVENTH CAUSE OF ACTION**

2 **WRONGFUL DEMOTION IN VIOLATION OF FEHA**

3 (Against Defendants JPL and Caltech Only)

4 114. The allegations of each of the preceding paragraphs are realleged and  
5 incorporated herein by reference.

6 115. Pursuant to Govt.Code §§ 12940, et seq., employers shall not treat their  
7 employees differently in terms, compensation, conditions and privileges of employment because  
8 of religion.

9 116. Defendants violated Plaintiff's civil rights and violated Govt.Code §§ 12940, et  
10 seq., when they demoted him on the declared and perceived belief and pretext that he was  
11 engaged in religious activity by discussing ID and handing out DVDs concerning ID and other  
12 activity. Said demotion consisted of the reclassification of Plaintiff's title and job duties to  
13 remove him of the privileges associated with being a Team Lead SA.

14 117. As a proximate result of Defendants' conduct, Plaintiff has suffered special  
15 damages in the form of lost earnings, benefits and/or out of pocket expenses in an amount  
16 according to proof at the time of trial. As a further direct and proximate result of Defendants'  
17 conduct, Plaintiff will suffer additional special damages in the form of lost future earnings,  
18 benefits and/or other prospective damages in an amount according to proof at the time of trial.

19 118. As a further direct and proximate result of Defendants' conduct, Plaintiff has  
20 suffered loss of financial stability, peace of mind and future security, and has suffered  
21 embarrassment, humiliation, mental and emotional pain and distress and discomfort, all to his  
22 detriment and damage in amounts not fully ascertained but within the jurisdiction of this court  
23 and subject to proof at the time of trial.  
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1 119. By reason of the conduct of Defendants herein, Plaintiff has retained attorneys to  
2 prosecute his claims under the FEHA. Plaintiff is therefore entitled to recover reasonable  
3 attorneys' fees and costs pursuant to Govt.Code § 12965 (b), in addition to other damages as  
4 provided by law and as alleged herein.

5 120. Defendants JPL/Caltech committed the acts alleged herein oppressively and  
6 maliciously, with the wrongful intention of injuring Plaintiff, from an evil and improper motive  
7 amounting to malice, and in conscious disregard of Plaintiff's rights, in that Defendants refused  
8 to allow Plaintiff to engage in constitutionally protected speech despite the fact that they knew  
9 that Plaintiff was able to perform the essential functions of his position. Thus, Plaintiff is  
10 entitled to recover punitive damages from Defendants JPL/Caltech.

11  
12 **EIGHTH CAUSE OF ACTION**

13 **WRONGFUL DEMOTION IN VIOLATION OF PUBLIC POLICY**

14 (Against Defendants JPL and Caltech Only)

15 121. The allegations of each of the preceding paragraphs are realleged and  
16 incorporated herein by reference.

17 122. As alleged herein, Plaintiff's wrongful demotion was in violation of California  
18 public policy as expressed in, among other things, the California Constitution's right to free  
19 speech. The California Constitution, Art. I, §2 (a) provides that "Every person may freely speak,  
20 write and publish his or her sentiments on all subjects, being responsible for the abuse of this  
21 right." Art 1, §4 provides that "Free exercise and enjoyment of religion without discrimination or  
22 preference are guaranteed."  
23  
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25 123. As a proximate result of Defendants' conduct, Plaintiff has suffered special  
26 damages in the form of lost earnings, benefits and/or out of pocket expenses in an amount  
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1 according to proof at the time of trial. As a further direct and proximate result of Defendants'  
2 conduct, Plaintiff will suffer additional special damages in the form of lost future earnings,  
3 benefits and/or other prospective damages in an amount according to proof at the time of trial.

4 124. As a further direct and proximate result of Defendants' conduct, Plaintiff has  
5 suffered loss of financial stability, peace of mind and future security, and has suffered  
6 embarrassment, humiliation, mental and emotional pain and distress and discomfort, all to his  
7 detriment and damage in amounts not fully ascertained but within the jurisdiction of this court  
8 and subject to proof at the time of trial.

9  
10 125. By reason of the conduct of Defendants herein, Plaintiff has retained attorneys to  
11 prosecute his claims under the FEHA. Plaintiff is therefore entitled to recover reasonable  
12 attorneys' fees and costs pursuant to Govt.Code § 12965(b), in addition to other damages as  
13 provided by law and as alleged herein.

14  
15 126. Defendants JPL/Caltech committed the acts alleged herein oppressively and  
16 maliciously, with the wrongful intention of injuring Plaintiff, from an evil and improper motive  
17 amounting to malice, and in conscious disregard of Plaintiff's rights, in that Defendants refused  
18 to allow Plaintiff to engage in constitutionally protected speech despite the fact that they knew  
19 that Plaintiff was able to perform the essential functions of his position. Thus, Plaintiff is  
20 entitled to recover punitive damages from Defendants JPL/Caltech.

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1 **NINTH CAUSE OF ACTION**

2 **WRONGFUL TERMINATION IN VIOLATION OF FEHA**

3 (Against Defendants JPL and Caltech Only)

4 127. The allegations of each of the preceding paragraphs are realleged and  
5 incorporated herein by reference.

6 128. Pursuant to Govt.Code §§ 12940, et seq., employers shall not treat their  
7 employees differently in terms, compensation, conditions and privileges of employment because  
8 of religion.

9 129. Defendants violated Plaintiff's civil rights and violated §§ 12940, et seq., when  
10 they terminated him on the declared and perceived belief and pretext that he was engaged in  
11 religious activity by discussing ID and handing out DVDs concerning ID and other protected  
12 activity.

13 130. As a proximate result of Defendants' conduct, Plaintiff has suffered special  
14 damages in the form of lost earnings, benefits and/or out of pocket expenses in an amount  
15 according to proof at the time of trial. As a further direct and proximate result of Defendants'  
16 conduct, Plaintiff will suffer additional special damages in the form of lost future earnings,  
17 benefits and/or other prospective damages in an amount according to proof at the time of trial.

18 131. As a further direct and proximate result of Defendants' conduct, Plaintiff has  
19 suffered loss of financial stability, peace of mind and future security, and has suffered  
20 embarrassment, humiliation, mental and emotional pain and distress and discomfort, all to his  
21 detriment and damage in amounts not fully ascertained but within the jurisdiction of this court  
22 and subject to proof at the time of trial.  
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1 in God as the creator of the universe, his belief that gay marriage is immoral and violates  
2 Christian tenets and his belief that Christmas should be celebrated in recognition of its purpose  
3 as a federal holiday, rather than as a generic “holiday.”

4           143. As a proximate result of Defendants’ conduct, Plaintiff has suffered special  
5 damages in the form of lost earnings, benefits and/or out of pocket expenses in an amount  
6 according to proof at the time of trial. As a further direct and proximate result of Defendants’  
7 conduct, Plaintiff will suffer additional special damages in the form of lost future earnings,  
8 benefits and/or other prospective damages in an amount according to proof at the time of trial.  
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10           144. As a further direct and proximate result of Defendants’ conduct, Plaintiff has  
11 suffered loss of financial stability, peace of mind and future security, and has suffered  
12 embarrassment, humiliation, mental and emotional pain and distress and discomfort, all to his  
13 detriment and damage in amounts not fully ascertained but within the jurisdiction of this court  
14 and subject to proof at the time of trial.  
15

16           145. By reason of the conduct of Defendants herein, Plaintiff has retained attorneys to  
17 prosecute his claims under the FEHA. Plaintiff is therefore entitled to recover reasonable  
18 attorneys’ fees and costs pursuant to Govt.Code § 12965(b), in addition to other damages as  
19 provided by law and as alleged herein.  
20

21           146. Defendants JPL/Caltech committed the acts alleged herein oppressively and  
22 maliciously, with the wrongful intention of injuring Plaintiff, from an evil and improper motive  
23 amounting to malice, and in conscious disregard of Plaintiff’s rights, in that Defendants refused  
24 to allow Plaintiff to engage in constitutionally protected speech despite the fact that they knew  
25 that plaintiff was able to perform the essential functions of his position. Thus, Plaintiff is entitled  
26 to recover punitive damages from Defendants JPL/Caltech.  
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**PRAYER**

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

- 4 1. General and compensatory damages, including prejudgment interest, according to  
5 proof;
- 6 2. Nominal damages;
- 7 3. Special damages according to proof, including, without limitation, lost salary, both  
8 front and back pay, bonuses, and any other benefits to which Plaintiff would have  
9 been entitled to by reason of his employment with Defendants, according to proof;
- 10 4. Equitable relief in the form of back pay;
- 11 5. Punitive and exemplary damages;
- 12 6. Attorney’s fees and costs pursuant to California Govt.Code § 12965(b) and other  
13 applicable law;
- 14 7. An affirmative injunction mandating that Plaintiff be reinstated to employment with  
15 Defendants JPL/Caltech, including restoration of Plaintiff’s former salary, duties and  
16 responsibilities, and that no further harassment, discrimination, or retaliation be  
17 perpetrated upon him;
- 18 8. A affirmative injunction mandating the elimination of discriminatory practices by  
19 Defendants in the future relating to protected speech activity concerning intelligent  
20 design, religious and political speech;
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9. Prejudgment interest; and

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

DATED: March 10, 2011

**THE BECKER LAW FIRM**

By: \_\_\_\_\_  
WILLIAM J. BECKER, JR., ESQ.  
Attorneys for Plaintiff, DAVID COPPEDGE