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Superior Court of California  
County of Los Angeles

**NOV 12 2014**

Sherri R. Carter, Executive Officer/Clerk  
By Myrna Beltran, Deputy

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Attorneys for Plaintiff Eric Sutton

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

ERIC SUTTON,

Plaintiff,

V.

WAL-MART STORES, INC. and DOES 1-50,  
Inclusive

Defendants.

Case No.:

**BC 5 6 3 5 0 4**

Honorable:  
Department:

**COMPLAINT FOR DAMAGES:**

1. **Wrongful Termination in Violation of Public Policy**
2. **Race Discrimination**  
[GOVERNMENT CODE §12940(a)]
3. **Age Discrimination**  
[GOVERNMENT CODE §12940(a)]
4. **Harassment**  
[GOVERNMENT CODE §12940(j)]
5. **Failure to Prevent Discrimination and Harassment**  
[GOVERNMENT CODE §12940(k)]
6. **Failure to Pay Wages**  
[LABOR CODE §200 et. seq.]

Complaint Filed:  
Trial Date:

COMES NOW Plaintiff ERIC SUTTON ("Plaintiff" or "Eric") and alleges the following, upon information and belief:

**PARTIES**

1. Defendant WAL-MART STORES, INC. ("Defendant" or "Wal-Mart") is, and at all times herein mentioned was, a Delaware corporation, operating as a nationwide "super store" chain registered to do and doing business in the State of California as a

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BY FAX

1 foreign corporation, thereby manifesting sufficient contact with the State of California to  
2 establish jurisdiction.

3 2. According to publicly available data, Wal-Mart is the largest company by  
4 revenue in the world and the biggest private employer in the world, employing over two  
5 million employees.

6 3. At all times herein mentioned, Plaintiff was employed by Wal-Mart Stores,  
7 Inc. at either its Panorama City store, LA-Crenshaw store, or its South Gate store.

8 4. Defendant Wal-Mart employs more than 50 persons and is an employer as  
9 defined in the California Fair Employment and Housing Act ("FEHA").

10 5. Plaintiff is informed and believes and thereon alleges that, at various times  
11 herein mentioned, each of the defendants was the agent, either direct, ostensible or  
12 otherwise, servant, representative of employee of each of the remaining defendants and, in  
13 engaging in certain acts hereinafter alleged, was acting within the course and scope of said  
14 agency, service, representation, or employment and materially assisted the other  
15 defendants. Plaintiff is further informed and believes and thereon alleges that each of the  
16 defendants ratified the acts of the remaining defendants.

17 6. Plaintiff is ignorant of the true names and capacities, whether individual,  
18 corporate, associate or otherwise, of defendants sued herein as Does 1 through 50,  
19 inclusive, and therefore sues said defendants by such fictitious names. Plaintiff is informed  
20 and believes and, upon such information and belief, alleges that each of the defendants  
21 designated as a Doe is legally responsible in some manner for the events and happenings  
22 referred to herein and caused the damages proximately thereby to Plaintiff as hereinafter  
23 alleged. Plaintiff will seek leave of court to amend this complaint to show the true names  
24 and capacities of said Doe defendants when same have been ascertained.

25 **STATEMENT OF FACTS**

26 7. On or about July 4, 2012, Plaintiff Eric Sutton, an African-American male,  
27 was hired by Defendant Wal-Mart as Assistant Store Manager at its Panorama City store.

28 8. Earlier in his work life, Eric had a successful professional football career as a

1 defensive back on the National Football League's Philadelphia Eagles, Washington  
2 Redskins and Oakland Raiders, as well as the Canadian Football League's Saskatchewan  
3 Roughriders and Calgary Stampeders.

4 9. At all times during his employment, Plaintiff was a non-exempt employee  
5 entitled to all of the protections afforded to non-exempt employees under the Labor Code  
6 and applicable IWC Wage Orders, including, but not limited to, outstanding wages to be  
7 paid within 72 hours of termination of employment.

8 10. At the end of his first year at Wal-Mart, Eric received a stellar performance  
9 review from his store manager, Gregory French, who rated Eric as **exceeding expectations**  
10 in most performance categories and "solid performer" in the remaining categories. His  
11 overall performance rating for 2012 was "**Exceeds Expectations**"

12 11. As a result of his solid work performance, Eric received a 5-7% raise.

13 12. On or about June 20, 2013, Plaintiff was offered the position of Asset  
14 Protection Manager ("APM") which was considered a lateral move within the Wal-Mart job  
15 hierarchy.

16 13. Although the position represented a pay-cut from Plaintiff's salary which had  
17 been increased as a result of his stellar performance review, Eric accepted the position at  
18 the Los Angeles, Crenshaw store in order to utilize the knowledge he had gained as a  
19 Criminal Justice major at San Diego State University and to further his career objectives.

20 14. Wal-Mart provided zero formal training in the dangerous job of Asset  
21 Protection Manager, whereas he had been required to complete formal, in-person training  
22 sessions in order to be certified for employment as an Assistant Store Manager.

23 15. Plaintiff's only purported training for the potentially hazardous position of  
24 Asset Protection Manager was offered online as a part of Defendant's internal online  
25 training program.

26 16. In or about October 2013, while performing his duties as Asset Protection  
27 Manager at the Crenshaw store, an employee who Eric had previously suspended entered  
28 the store for his termination interview and accosted Plaintiff with a gun. Defendant's

1 security on site did nothing to stop the assailant.

2 17. The Los Angeles Police Department was called as a result of the altercation  
3 and took the employee (who was subsequently terminated) into custody. The following  
4 weekend LAPD officers patrolled the Crenshaw store. No disciplinary action was taken  
5 against Plaintiff as a result of the altercation.

6 18. Following the October 2013 attack, Eric requested that he be transferred to  
7 another store location, however, Defendant refused to extend an offer of transfer to  
8 Plaintiff.

9 19. On or about March 1, 2014, an ex-employee entered the Crenshaw store and  
10 verbally assaulted Eric.

11 20. Plaintiff escorted the ex-employee to the front of the store and attempted to  
12 defuse the altercation by disengaging and walking away. However, the ex-employee  
13 ultimately struck Plaintiff on the back of the head, at which time, Plaintiff had no  
14 alternative but to restrain the ex-employee until LAPD officers, who Eric had summoned at  
15 the onset of the altercation, arrived. Again, Defendant's on site security did nothing to  
16 protect Plaintiff.

17 21. Plaintiff reported the March 1<sup>st</sup> incident to Defendant's management which  
18 investigated the incident and took no disciplinary action against Plaintiff.

19 22. As a result of the second incident involving an angry and abusive ex-  
20 employee within a matter of months, Defendant finally offered to transfer Plaintiff to  
21 another location which Eric accepted. On April 9, 2014, Plaintiff was transferred to  
22 Defendant's South Gate store with a small pay increase.

23 23. Plaintiff's 2013 performance was evaluated in April 2014 by Gary Wasoski,  
24 his new supervisor, as his supervisor for the majority of the year, Kristi Hawkins, was no  
25 longer with the company. As Plaintiff's new supervisor did not have sufficient information  
26 to make an informed assessment, Eric was rated a "solid performer" in all areas.

27 24. At the time Plaintiff was reviewed by Gary Wasoski, Eric informed him that  
28 he had interviewed for a Shift Manager position. Wasoski recommended that Eric remain

1 an APM as Wasoski intended to move Plaintiff into a training program in anticipation of  
2 promoting him to Market Asset Protection Manager.

3 25. In or about April 2014, Plaintiff attended a Regional Asset Protection  
4 Management meeting at Defendant's regional office in Irvine, California. The meeting was  
5 attended by approximately 100 Asset Protection Managers, of whom **only five or six were**  
6 **African-American like Eric** and the majority of whom were in their late 20's to early 30's.  
7 At the time of the meeting, Plaintiff was 41 years old.

8 26. In or about mid-September 2014, Erin Heald ("Heald"), a white female who  
9 was a Market Asset Protection Manager, became Eric's new supervisor.

10 27. In her initial meeting with Eric, Heald questioned him as to why he had  
11 previously applied for the position of Shift Manager and why he was no longer interested in  
12 Asset Protection work.

13 28. Plaintiff explained to Heald that his application to "move up" was solely a  
14 career move which did not reflect disinterest in asset protection, but rather an interest in  
15 optimizing his career objectives.

16 29. On September 30, 2014, a shoplifting suspect was attempting to flee the store  
17 and pushed one of Plaintiff's asset protection security guards into a female shopper and her  
18 young child, knocking them through the front door of the store and causing them to fall to  
19 the ground.

20 30. Following protocol, Eric immediately attended to the female shopper and her  
21 young child, called the South Gate Police Department and advised his three security team  
22 members to disengage.

23 31. Plaintiff's asset protection team members were unable to immediately  
24 disengage as the shoplifting suspect continued to physically engage them, resulting in a pile  
25 of bodies. The shoplifter verbally threatened to kill the guards. The security team advised  
26 the shoplifter they would disengage if he stopped fighting, as the shoplifter was putting the  
27 team in physical jeopardy, and Wal-Mart customers in physical jeopardy. Rather than back  
28 off, the shoplifting suspect escalated the altercation by physically attacking the guards and

1 biting one of them.

2 32. Plaintiff's security team was finally able to defuse the situation sufficiently  
3 to escort the shoplifting suspect into the asset protection office. However, once there, the  
4 shoplifting suspect again physically engaged members of the team until, using only the  
5 reasonable force necessary to terminate the altercation, the suspect was subdued. The  
6 altercation ended upon the arrival of South Gate Police Department officers.

7 33. Eric reported the incident, which was captured on non-audio videotape, to  
8 management, including his new supervisor, Erin Heald ("Heald").

9 34. Defendant purportedly initiated an "investigation," led by white female  
10 Heald and Regional Asset Protection Manager, Steven Bedi, a white male.

11 35. This investigation included obtaining statements from James Torres, David  
12 Santana, and James Curtis, members of Plaintiff's security team.

13 36. The statements of Torres, Santana and Curtis, as initially submitted to  
14 Defendant Wal-Mart management, confirmed that Plaintiff properly instructed his team to  
15 disengage from the shoplifting suspect as required by Wal-Mart asset protection protocol  
16 and that only reasonable force was undertaken to control the movements of the shoplifting  
17 suspect and to protect the safety of both asset protection personnel and Wal-Mart  
18 customers.

19 37. On or about October 5, 2014, Steve Bedi, Regional Asset Protection  
20 Manager, and Todd Stokes, Human Resources Department, conducted a conference call  
21 interview with Plaintiff regarding the shoplifting incident.

22 38. On or about October 12, 2014, Eric was terminated by Heald for alleged  
23 "gross misconduct" relating to the September 30<sup>th</sup> incident because he was "not doing  
24 enough to bring an escalated situation to a close".

25 39. At some point during the investigation, and prior to his termination on  
26 October 12<sup>th</sup>, Defendant's employee, Heald, demanded that her subordinates, James Torres  
27 ("Torres") and David Santana ("Santana") alter their statements to state falsely that  
28 Plaintiff did NOT tell his team to disengage from the shoplifting suspect during the

1 altercation on September 30<sup>th</sup>.

2 40. Fearing the loss of their jobs if they disobeyed Heald, Torres and Santana  
3 altered their statements to satisfy Heald.

4 41. On or about October 20, 2014, pursuant to Wal-Mart policy, Eric availed  
5 himself of the opportunity to challenge his termination by participating in a conference call  
6 with Defendant's Division Vice President, Kimberly Sentovich ("Sentovich"), and Human  
7 Resources Manager, Lee Sweitlikowski.

8 42. The purported "opportunity" consisted of a mere 10-minute conference call  
9 in which Plaintiff was advised by Sentovich that:

- 10 • It "doesn't matter" that the video which captured the incident had no sound  
11 so the video could not, in and of itself, be dispositive of what Plaintiff had  
12 instructed his team to do and, specifically, whether he had instructed them to  
13 disengage;
- 14 • It "doesn't matter" that two of the witnesses to the incident had been  
15 instructed by Heald to change their statements on the critical point that  
16 Plaintiff had, in fact, instructed his team to disengage;
- 17 • It looked like Plaintiff did nothing so Sentovich did not need to read the  
18 statements of Plaintiff's team members.

19 43. At the conclusion of the 10-minute conversation and in a perfunctory manner  
20 with no further investigation undertaken by Defendant in response to Eric's statements,  
21 Plaintiff was advised his termination would not be overturned.

22 44. Plaintiff's position as Asset Protection Manager at the South Gate store has  
23 been filled to date by a younger, white individual.

24 45. At the time of the October 20<sup>th</sup> conference call, Plaintiff advised Defendant's  
25 management, including its HR director, that he was owed two weeks' vacation pay that  
26 should have been paid to him within 72 hours of his termination, but which he had not  
27 received.

28 46. Plaintiff was told by Heald that payroll was not due "until next week".

1 Irrespective of the fact that Plaintiff was no longer an employee and the failure to pay  
 2 wages within 72 hours of termination was in violation of state law, Heald's comments were  
 3 not contradicted by Defendant's HR director and Plaintiff was not paid his vacation pay  
 4 within 72 hours of his termination.

5 47. On or about October 27, 2014, Plaintiff filed a complaint with the  
 6 Department of Fair Employment and Housing against Defendant Wal-Mart Stores, Inc.

7 48. On or about October 27, 2014, Plaintiff received a Right to Sue Letter from  
 8 DFEH as to Defendant Wal-Mart Stores, Inc. a true and correct copy of which is attached  
 9 hereto as **Exhibit 1** and incorporated herein by reference.

10 **FIRST CAUSE OF ACTION**

11 **(For Wrongful Termination in Violation of Public Policy**

12 **Against All Defendants)**

13 49. Plaintiff realleges and incorporates herein by reference all of the allegations  
 14 set forth in paragraphs 1 through 46 as though fully set forth herein.

15 50. On October 12, 2014, Plaintiff was an African-American male over the age  
 16 of 40 years.

17 51. At all times herein mentioned, there existed fundamental and established  
 18 California public policies, as codified by case law and statute, including but not limited to:  
 19 (a) *California Government Code* §12940(a); (b) *Labor Code* §1102.5; (c) *California*  
 20 *Government Code* §12940(h); (d) *California Government Code* §12940(k); (e) *Labor Code*  
 21 *§200 et. seq.* and (f) prohibitions against an employer terminating an employee to avoid  
 22 paying wages.

23 52. On or about October 12, 2014, Defendant Wal-Mart violated the California  
 24 public policies by wrongfully terminating Eric on the basis of his age, by terminating Eric  
 25 on the basis of his race, by terminating Eric in retaliation for his opposition to Wal-Mart's  
 26 discriminatory and harassing conduct, and by failing to prevent discrimination and  
 27 harassment toward Eric.

28 53. As a proximate result of Defendant's wrongful termination in violation of



1 public policy of the State of California, Plaintiff has sustained and continues to sustain  
2 substantial loss in past, present and future earnings, career opportunities, bonuses and other  
3 employment benefits in amounts to be proven at trial. Plaintiff's damages include all  
4 consequential, general and special economic damages in amounts to be proven at trial.

5 54. As a further proximate result of Defendant's wrongful conduct, Plaintiff has  
6 suffered and continues to suffer humiliation, severe emotional distress and mental and  
7 physical pain and anguish, all to his damage in a sum according to proof.

8 55. The foregoing acts of Defendant were oppressive, malicious, and despicable,  
9 and Plaintiff is, therefore, entitled to an award of punitive damages against Defendant in an  
10 amount to be proven at trial.

11 **SECOND CAUSE OF ACTION**

12 **(For Race Discrimination Against All Defendants)**

13 56. Plaintiff realleges and incorporates herein by reference all of the allegations  
14 set forth in paragraphs 1 through 53 as though fully set forth herein.

15 57. This cause of action is brought pursuant to *Government Code* §12940(a)  
16 which prohibits discrimination against a person in terms, conditions or privileges of  
17 employment on the basis of gender, and the corresponding regulations of the California  
18 Fair Employment and Housing Commission, or its successor.

19 58. At all times herein mentioned, Defendant Wal-Mart employed five or more  
20 persons, bringing said Defendant employer within the provision of *California Government*  
21 *Code* §12900 et seq., prohibiting employers or their agents from discriminating against  
22 employees on the basis of race.

23 59. Plaintiff is a member of a protected class within the meaning of the  
24 aforementioned *Government Code* sections. At all relevant times herein, Plaintiff  
25 satisfactorily performed his duties and responsibilities as expected by Defendant and, in  
26 fact, exceeded those expectations by his performance.

27 60. Plaintiff alleges Defendant Wal-Mart wrongfully retaliated against him,  
28 discriminated against him, and terminated him on the basis of his race.

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61. As a proximate result of Defendant’s discriminatory conduct, Plaintiff has sustained and continues to sustain substantial loss in past, present and future earnings, career opportunities, bonuses and other employment benefits in amounts to be proven at trial. Plaintiff’s damages include all consequential, general and special economic damages in amounts to be proven at trial.

62. As a further proximate result of Defendant’s discriminatory conduct, Plaintiff has suffered and continues to suffer humiliation, severe emotional distress and mental and physical pain and anguish, all to his damage in a sum according to proof.

63. The foregoing acts of Defendant were oppressive, malicious, and despicable, and Plaintiff is, therefore, entitled to an award of punitive damages against Defendant in an amount to be proven at trial.

**THIRD CAUSE OF ACTION**

**(For Age Discrimination Against All Defendants)**

64. Plaintiff realleges and incorporates herein by reference all of the allegations set forth in paragraphs 1 through 61 as though fully set forth herein.

65. This cause of action is brought pursuant to *Government Code* §12940(a) which prohibits discrimination against a person in terms, conditions or privileges of employment on the basis of gender, and the corresponding regulations of the California Fair Employment and Housing Commission, or its successor.

66. At all times herein mentioned, Defendant Wal-Mart employed five or more persons, bringing said Defendant employer within the provision of *California Government Code* §12900 et seq., prohibiting employers or their agents from discriminating against employees on the basis of age.

67. Plaintiff is a member of a protected class within the meaning of the aforementioned *Government Code* sections. At all relevant times herein, Plaintiff satisfactorily performed his duties and responsibilities as expected by Defendant and, in fact, exceeded those expectations by his performance.

68. Plaintiff alleges Defendant Wal-Mart wrongfully retaliated against him,

1 discriminated against him, and terminated him on the basis of his age.

2 69. As a proximate result of Defendant's discriminatory conduct, Plaintiff has  
3 sustained and continues to sustain substantial loss in past, present and future earnings,  
4 career opportunities, bonuses and other employment benefits in amounts to be proven at  
5 trial. Plaintiff's damages include all consequential, general and special economic damages  
6 in amounts to be proven at trial.

7 70. As a further proximate result of Defendant's discriminatory conduct, Plaintiff  
8 has suffered and continues to suffer humiliation, severe emotional distress and mental and  
9 physical pain and anguish, all to his damage in a sum according to proof.

10 71. The foregoing acts of Defendant were oppressive, malicious, and despicable,  
11 and Plaintiff is, therefore, entitled to an award of punitive damages against Defendant in an  
12 amount to be proven at trial.

#### 13 FOURTH CAUSE OF ACTION

#### 14 (For Harassment Against All Defendants)

15 72. Plaintiff realleges and incorporates herein by reference all of the allegations  
16 set forth in paragraphs 1 through 69 as though fully set forth herein.

17 73. This cause of action is brought pursuant to *Government Code* §12940(j)  
18 which prohibits harassment in the workplace which creates a hostile work environment in  
19 terms, conditions or privileges of employment, and the corresponding regulations of the  
20 California Fair Employment and Housing Commission, or its successor.

21 74. At all times herein mentioned, Defendant Wal-Mart employed five or more  
22 persons, bringing said Defendant employer within the provision of *California Government*  
23 *Code* §12900 et seq., prohibiting employers or their agents from engaging in harassing  
24 conduct which creates a hostile work environment.

25 75. As described herein, Plaintiff was subjected to harassing conduct by Heald in  
26 her supervisory capacity which was pervasive and severe, culminating in Plaintiff's  
27 unjustified, abrupt and fabricated termination which Heald manipulated and caused to  
28 occur, all to Plaintiff's detriment.

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76. As a proximate result of Defendant's harassing conduct, Plaintiff has sustained and continues to sustain substantial loss in past, present and future earnings, career opportunities, bonuses and other employment benefits in amounts to be proven at trial. Plaintiff's damages include all consequential, general and special economic damages in amounts to be proven at trial.

77. As a further proximate result of Defendant's harassing conduct, Plaintiff has suffered and continues to suffer humiliation, severe emotional distress and mental and physical pain and anguish, all to his damage in a sum according to proof.

78. The foregoing acts of Defendant were oppressive, malicious, and despicable, and Plaintiff is, therefore, entitled to an award of punitive damages against Defendant in an amount to be proven at trial.

**FIFTH CAUSE OF ACTION**

**(For Failure to Prevent Discrimination and Harassment  
Against All Defendants)**

79. Plaintiff realleges and incorporates herein by reference all of the allegations set forth in paragraphs 1 through 76 as though fully set forth herein.

80. Defendant Wal-Mart had a statutory duty, pursuant to *California Government Code* §12940(k) to take all reasonable steps necessary to prevent discrimination and harassment from occurring in the workplace.

81. Defendant Wal-Mart breached its statutory duty of care to Plaintiff by failing to take all reasonable steps necessary to prevent the discrimination experienced by Plaintiff and to prevent the discrimination and harassment he suffered at the hands of Heald, ultimately resulting in his termination.

82. As a proximate result of Defendant's discriminatory and harassing conduct, Plaintiff has sustained and continues to sustain substantial loss in past, present and future earnings, career opportunities, bonuses and other employment benefits in amounts to be proven at trial. Plaintiff's damages include all consequential, general and special economic damages in amounts to be proven at trial.

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83. As a further proximate result of Defendant's discriminatory and harassing conduct, Plaintiff has suffered and continues to suffer humiliation, severe emotional distress and mental and physical pain and anguish, all to his damage in a sum according to proof.

84. The foregoing acts of Defendant were oppressive, malicious, and despicable, and Plaintiff is, therefore, entitled to an award of punitive damages against Defendant in an amount to be proven at trial.

**SIXTH CAUSE OF ACTION**  
**(For Failure to Pay Wages)**

85. Plaintiff realleges and incorporates herein by reference all of the allegations set forth in paragraphs 1 through 82 as though fully set forth herein.

86. *California Labor Code* §200(a) defines wages as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, commission basis or other method of calculation".

87. *California Labor Code* §201 requires that "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately" and within a reasonable time, "...provided, however, that the reasonable time shall not exceed 72 hours".

88. Plaintiff was terminated on October 12, 2014.

89. At the time of Plaintiff's termination on October 12, 2014, he was owed two weeks' vacation pay.

90. Defendant violated *California Labor Code* §200 et. seq. by failing to pay Plaintiff his earned and accrued vacation pay within 72 hours of his termination.

91. As a proximate result of Defendant's failure to pay the above wages, Plaintiff has suffered damages in amounts to be proven at trial.

92. As a further proximate result of Defendant's failure to pay the above wages, Plaintiff is entitled to recover his attorneys' fees and costs under *Labor Code* §218.5, prejudgment interest under *Labor Code* §218.6 and waiting time penalties equal to thirty

1 days' pay pursuant to *Labor Code* §203.

2 WHEREFORE, Plaintiff ERIC SUTTON prays for judgment against Defendant  
3 Wal-Mart Stores, Inc. as follows:

4 FOR THE FIRST THROUGH FIFTH CAUSES OF ACTION:

- 5 1. Compensatory damages, including loss of wages (front and back pay), career  
6 opportunities, benefits and other opportunities of employment;
- 7 2. Special damages in a sum to be proven at trial;
- 8 3. General damages in a sum to be proven at trial;
- 9 4. Punitive damages in a sum to be proven at trial;
- 10 5. Interest, including pre-judgment interest, thereon at the legal rate, including but  
11 not limited to *Civil Code* §3291;
- 12 6. Attorney's fees according to proof, pursuant to *Government Code* §12965(b), or  
13 other applicable statutes or contracts;
- 14 7. Costs of suit incurred herein; and
- 15 8. Such other and further relief as to the Court may seem just and proper.

16 FOR THE SIXTH CAUSE OF ACTION:

- 17 1. Damages in a sum to be proven at trial;
- 18 2. Interest, including pre-judgment interest, thereon at the legal rate, including but  
19 not limited to *Labor Code* §218.6;
- 20 3. Attorney's fees according to proof, pursuant to *Labor Code* §218.5;
- 21 4. Waiting time penalties pursuant to *Labor Code* §203;
- 22 5. Costs of suit incurred herein; and
- 23 6. Such other and further relief as to the Court may seem just and proper.

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ADISHIAN LAW GROUP, P.C.

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**DEMAND FOR TRIAL BY JURY**

Plaintiff hereby demands a trial by jury.

Dated: 11/11/14

Respectfully Submitted,

ADISHIAN LAW GROUP, P.C.

By:



Christopher M. Adishian  
Attorneys for Plaintiff Eric Sutton

# **EXHIBIT 1**

# **EXHIBIT 1**





**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

ACTING DIRECTOR ANNMARIE BILLOTTI

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
800-884-1684 | TDD 800-700-2320  
www.dfeh.ca.gov | email: contact.center@dfeh.ca.gov

Oct 27, 2014

Eric Sutton  
925 N. Eucalyptus Ave Apt B  
Inglewood California 90302

**RE: Notice to Complainant or Complainant's Attorney**

DFEH Matter Number: 403847-132771

Right to Sue: Sutton / Wal-mart Stores, Inc.

Dear Complaint or Complainant's Attorney:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue. Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You or your attorney must serve the complaint. If you do not have an attorney, you must serve the complaint yourself. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California.

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing



**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
800-884-1684 | TDD 800-700-2320  
www.dfeh.ca.gov | email: contact.center@dfeh.ca.gov

ACTING DIRECTOR ANNMARIE BILLOTTI

Oct 27, 2014

**RE: Notice of Filing of Discrimination Complaint**

DFEH Matter Number: 403847-132771

Right to Sue: Sutton / Wal-mart Stores, Inc.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. This case is not being investigated by DFEH and is being closed immediately. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

**No response to DFEH is requested or required.**

Sincerely,

Department of Fair Employment and Housing



**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
800-884-1684 | TDD 800-700-2320  
www.dfeh.ca.gov | email: contact.center@dfeh.ca.gov

ACTING DIRECTOR ANNMARIE BILLOTTI

Oct 27, 2014

Eric Sutton  
925 N. Eucalyptus Ave Apt B  
Inglewood California 90302

**RE: Notice of Case Closure and Right to Sue**  
DFEH Matter Number: 403847-132771  
Right to Sue: Sutton / Wal-mart Stores, Inc.

Dear Eric Sutton,

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective Oct 27, 2014 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must visit the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GOVERNOR EDMUND G. BROWN JR.

## DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
800-884-1684 | TDD 800-700-2320  
www.dfeh.ca.gov | email: contact.center@dfeh.ca.gov

ACTING DIRECTOR ANNMARIE BILLOTTI

Enclosures

cc:

1 **COMPLAINT OF EMPLOYMENT DISCRIMINATION**

2 **BEFORE THE STATE OF CALIFORNIA**

3 **DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING**

4 **Under the California Fair Employment and Housing Act**

5 **(Gov. Code, § 12900 et seq.)**

6 In the Matter of the Complaint of  
7 Eric Sutton, Complainant.

DFEH No. 403847-132771

8 vs.

9 Wal-mart Stores, Inc. Respondent.  
10 702 SOUTHWEST 8TH ST  
11 BENTONVILLE, Arkansas 72716

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13 Complainant alleges:

14 1. Respondent **Wal-mart Stores, Inc.** is a **Private Employer** subject to suit under the California Fair  
15 Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.). Complainant believes respondent is  
subject to the FEHA.

16 2. On or around **Oct 12, 2014**, complainant alleges that respondent took the following adverse actions against  
17 complainant: **Discrimination, Harassment, Retaliation Asked impermissible non-job-related questions,**  
18 **Denied a work environment free of discrimination and/or retaliation, Denied employment, Denied equal**  
19 **pay, Denied or forced to transfer, Denied promotion, Denied reinstatement, Laid-off, Terminated, Other,**  
as revealed during discovery. Complainant believes respondent committed these actions because of their: **Age**  
- **40 and over, Ancestry, Color, Race, Other as revealed during discovery.**

20 3. Complainant **Eric Sutton** resides in the City of **Inglewood**, State of **California**. If complaint includes co-  
21 respondents please see below.  
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**Additional Complaint Details:**

I am an over 40 year old African American male terminated and replaced by a younger white male.

1 VERIFICATION

2 I, **Eric Sutton**, am the Complainant in the above-entitled complaint. I have read the foregoing complaint and  
3 know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein  
4 alleged on information and belief, and as to those matters, I believe it to be true.

5 On Oct 27, 2014, I declare under penalty of perjury under the laws of the State of California that the foregoing  
6 is true and correct.

7 **Inglewood, Ca**  
8 **Eric Sutton**

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