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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

AUG 28 2018

Attorney for Plaintiff, Colby B. Dorman

BY Bu
BRENDA MATSUMURA, DEPUTY

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN BERNARDINO

10
11 COLBY B. DORMAN, an individual,
12 Plaintiff,

13 v.

14 GIANT INLAND EMPIRE R.V. CENTER,
15 INC., a corporation; JAY BENSIEK, an
16 individual; and DOES 1 through 10,
17 Defendants

Case No.: CIVDS1822478
Filed:
Judge:
Department:

JURY TRIAL DEMANDED

COMPLAINT FOR:

- (1) DISCRIMINATION ON THE BASIS OF DISABILITY IN VIOLATION OF THE FEHA;
- (2) HOSTILE WORK ENVIRONMENT HARASSMENT IN VIOLATION OF THE FEHA;
- (3) RETALIATION FOR COMPLAINING OF DISCRIMINATION AND/OR HARASSMENT ON THE BASIS OF AGE IN VIOLATION OF THE FEHA;
- (4) FAILURE TO PREVENT HARASSMENT, DISCRIMINATION, or RETALIATION IN VIOLATION OF THE FEHA;
- (5) WRONGFUL (CONSTRUCTIVE) TERMINATION; AND,
- (6) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS.

1 Plaintiff, Colby B. Dorman, alleges, based on personal knowledge and/or
2 information and belief:

3 **STATEMENT OF THE CASE**

4 This is an action by Plaintiff Colby B. Dorman, ("Plaintiff" and "Mr. Dorman"), who
5 faced adverse employment actions from his employer, Defendants, Jay Bensiiek, Giant
6 Inland Empire R.V. Center, Inc. ("Giant RV") and its employees and agents. Plaintiff
7 brings this action against Defendants for economic, non-economic, compensatory, and
8 punitive damages, costs, and reasonable attorneys' fees pursuant to Government Code
9 Section 12965(b), and prejudgment interest pursuant to Code of Civil Procedure Section
10 3291.

11 **PARTIES**

12 1. **Plaintiff.** Colby B. Dorman ("Plaintiff" or "Mr. Dorman"), is, and at all times
13 relevant, was a resident of San Bernardino County, California.

14 2. **Defendants.** Defendant, Jay Bensiiek ("Mr. Bensiiek"), is an individual,
15 residence unknown, whose conduct at the RVIA Show, held at the Fairplex, located at
16 1101 W. McKinley Avenue, Pomona, California, which is located within the County of
17 Los Angeles, caused and contributed to Plaintiffs injuries. At all times relevant to this
18 action, Mr. Bensiiek was a supervisor of Mr. Dorman.

19 Defendant, Giant Inland Empire R.V. Center, Inc. ("Giant RV") is, and at all times
20 mentioned in this Complaint, a corporation, located at 9150 Benson Avenue, Montclair,
21 CA 91763. The agent for service of process for Giant RV is: Michael F. Klein, 225
22 Broadway, Ste. 1900, San Diego, CA 92101.

23 3. **Doe Defendants.** Defendants, Does 1 through 10 are sued under fictitious
24 names pursuant to the Code of Civil Procedure, section 474. Plaintiff is informed and
25 believes, and on that basis alleges, that each of the Defendants sued under fictitious
26 names is in some manner responsible for the wrongs and damages alleges herein, in so
27 acting was functioning as the agent, servant, partner, and employee of all co-

1 Defendants, and in taking the actions mentioned below was acting within the course
2 and scope of his or her authority as such agent, servant, partner, and employee, and
3 with the consent and permission of the co-Defendants.

4 4. Relationship of Defendants. Giant Inland Empire R.V. Center, Inc. ("Giant
5 RV") directly and/or indirectly employed Plaintiff, as defined under the regulations,
6 statutes and interpreting case law including but not limited to California Government
7 Code section 12926(d).

8 5. All Defendants, including but not limited to Defendant City of Los Angeles,
9 and all DOE Defendants, compelled, coerced, aided, and/or abetted the discrimination,
10 retaliation, and harassment alleged throughout, which is prohibited under California
11 Government Code section 12940(i).

12 6. All Defendants, including but not limited to Jay Bensiak, Giant Inland
13 Empire R.V. Center, Inc. ("Giant RV"), and all DOE Defendants, were acting as the
14 agent of all other Defendants and employers, as defined under the regulations, statutes,
15 and interpreting case law, including but not limited to California Government Code
16 section 12926(d).

17 7. All actions of all Defendants were taken by employees, supervisors,
18 executives, officers and directors during employment with all Defendants on behalf of all
19 Defendants, and so engaged in, authorized, ratified and approved of the conduct of all
20 other Defendants.

21 8. Plaintiff is informed and believes, and thereon alleges, that at all times
22 relevant hereto, Defendants, and each of them, were the principals, agents, servants,
23 employers, employees, partners, joint venturers, predecessors in interest, successors in
24 interest, and/or authorized representatives of each of the other Defendants and were at
25 all times relevant herein acting within the purpose, course and scope of their agency,
26 service, employment partnership, joint venturers and/or representation, and were doing
27 so with the knowledge, permission and consent of their principal, employer, partners,
28

1 joint venturers and co-Defendants, and each of them. Plaintiff further alleges that each
2 and every Defendant was negligent, careless and legally liable in the selection and
3 hiring of each and every other Defendant as its agent, servant employee, consultant,
4 assistant, representative partner and/or joint venture.

5 **FACTS COMMON TO ALL CAUSES OF ACTION**

6 **9. Plaintiff's Hiring.** Mr. Dorman applied for a job as Giant RV's General
7 Sales Manager in early May of 2015.

8 9.1 On May 5, 2015, Dick Torres ("Mr. Torres"), the Corporate G.M. of Giant
9 RV, emailed Mr. Dorman that his rate of pay would be 5% of 95% of Giant RV' Colton
10 store's sales and finance gross profit, and that he would be also reimbursed for his
11 housing expenses.

12 9.2 On May 5, 2015, Giant RV formally offered, and Mr. Dorman accepted the
13 job, whose benefits included but were not limited to vacation pay, a 401K plan, and
14 health insurance.

15 9.3 At all times relevant, Plaintiff was an excellent employee.

16 9.4 After having already accepted the job and after spending thousands of
17 dollars to move to California from Virginia to accept the job, at a time while Mr. Dorman
18 was living in company-paid housing, on or about May 18, 2015, Giant RV demanded
19 that Mr. Dorman sign an arbitration agreement, even though Mr. Dorman had already
20 signed all other onboarding paperwork on the May 5, 2015. It is Mr. Dorman's position
21 that the arbitration agreement is invalid due to failure of consideration, waiver on the
22 part of Giant RV, because its terms and conditions are/were unconscionable, and
23 because it was signed under duress. Mr. Dorman sent a letter rescinding the arbitration
24 agreement prior to the filing of this lawsuit.¹

25
26 ¹ SB 3247 was approved by California's Governor Brown and filed with the Secretary of
27 State on July 16, 2018. SB 3247 modifies Code of Civil Procedure § 1281.2 and
28 supports Mr. Dorman's position that the arbitration agreement is not enforceable.

1 10. **Plaintiff's Protected Status.** Between about July of 2016, to the present,
2 Mr. Dorman communicated to Giant RV that he needed the reasonable accommodation
3 of time off of work for medical treatment.

4 11. **Relevant Facts**

5 11.1 On May 20, 2015, Mr. Dorman began working as the General Manager at
6 Giant RV's Colton store.

7 11.2. From the commencement of his employment at Giant RV, Mr. Dorman
8 was required to work long hours, which typically extended from the morning until late at
9 night, and which sometimes amounted to as many as 80 or more hours per week.

10 11.3 During the monthly pay period ending July 15, 2015, Mr. Dorman earned
11 \$31,758.87 in commissions.

12 11.4 After taking a few days off of work following a period of time during which
13 he had worked extensive hours, day after day, on August 10, 2015, Mr. Torres issued
14 Mr. Dorman a written warning for missing work.² Mr. Torres instructed Mr. Dorman to
15 only exchange his days off upon approval.³

16 11.5 On October 23, 2015, Mr. Dorman requested the following December 10,
17 11, and 12th of 2015, as days off work. After being pressured by Giant RV, Mr. Dorman
18 rescheduled the vacation days to the following March which caused Mr. Dorman to incur
19 additional costs to make the change.

20 11.6 In May and June of 2016, Mr. Dorman earned over \$37,000.00 in
21 commissions for each of his monthly pay periods.

22 11.7 On July 28, 2016, Mr. Dorman left work in order to visit a doctor after
23 feeling ill.

24 _____
25 ² Mr. Dorman's normal days off were Tuesdays and Wednesdays. Mr. Dorman had
26 taken a Sunday and Monday off because the moving truck with his possessions that
27 had been shipped from Virginia had arrived. The possibility that the truck might arrive
28 on a work day had already been discussed by the Giant RV administration staff.

³ Mr. Dorman had changed his days off from Tuesday & Wednesday to Sunday and
Monday because the moving van from Virginia had arrived on a Sunday.

1 11.8 Mr. Dorman returned to work the following day and reported to Dick Torres
2 the Corporate General Manager, and Samantha Julien in Giant RV's Human Resources
3 Department, that his blood pressure had been elevated, that it may have had to do with
4 stress at work, that he was okay, but that he'd need to monitor his blood pressure and
5 follow up with his doctor.

6 11.9 Following July 28, 2016, Mr. Dorman attempted to use his normal days off
7 of work when he needed to visit with his doctor.

8 11.10 After Giant RV's senior management made negative comments when the
9 topic of Mr. Dorman's medical issues came up in conversations, Mr. Dorman became
10 afraid that the company might replace him if his health problems continued.

11 11.11 Mr. Dorman became especially fearful about his job security around the
12 time of the October 2016 RVIA show, when he was berated by Dick Torres and others
13 for being ill. Among other things, Mr. Torres stated that Mr. Dorman was "Worse than
14 Nimrod."⁴ Among other things, Mr. Torres stated that "a black guy fucked Colby up his
15 ass," after Mr. Dorman had disclosed in confidence that he was being treated for anal
16 fissure.

17 11.12 During June of 2017, Mr. Dorman achieved one million in gross sales.
18 This was a record that had not been achieved for over 8 years.

19 11.13 On August 25, 2017, before the 2017 RVIA show, Giant RV held a
20 Harassment training meeting at corporate headquarters which was led by Potts &
21 Associates. Jay Bensiiek, a supervisor of Mr. Dorman, and management from all of the
22 Giant RV Dealerships were present.

23 11.14 Prior to the 2017, RVIA show, a close friend of Mr. Dorman
24 committed suicide by hanging himself.

25 11.15 Prior to the 2017 RVIA Show, Mr. Dorman visited his doctor after
26 experiencing swelling in his ankles and dizziness. Mr. Dorman's doctor communicated

27 _____
28 ⁴ According to Merriam-Webster the term "Nimrod" means an "idiot" or "jerk."

1 that his problems could be caused by sitting too long and by stress at work. Mr.
2 Dorman's doctor voiced concern over the dizziness and edema and advised him to be
3 careful and to return to the doctor if he experienced continued symptoms.

4 11.16 On or about Friday, October 6, 2017, after communicating that he
5 was not feeling well and would be arriving late at the RVIA show in Pomona, CA, Mr.
6 Dorman arrived on Saturday, October 7, 2018, to see a large noose hanging over his
7 desk in the trailer where he was assigned to work. A drawing of a stick-figure hanging
8 from a noose, and the word "Colby" was taped to the wall behind Mr. Dorman's desk.
9 [See: Exhibit "1."]

10 11.17 Mr. Dorman learned that Jay Bensiiek had hung the noose and
11 placed the drawing with the person hanging and with the name "Colby" behind his desk.

12 11.18 Mr. Dorman regarded the hanging of the noose, and of the stick figure of
13 the person hanging from the noose with his name, as being related to his absence from
14 work due to his medical condition, and as being displayed with the specific intent of
15 causing Mr. Dorman to suffer embarrassment, humiliation, sorrow, anger, grief, and
16 fear.

17 11.19 Prior to Mr. Dorman's discovery of the noose, Mike Murphy, Giant
18 RV's Vice President and Mr. Torres laughed at it but made no attempt to remove the
19 noose or picture. Likewise, neither Mr. Bensiiek, Mr. Torres, nor Mr. Murphy asked
20 anyone to take the noose down.

21 11.20 Mr. Dorman expressed his dismay, humiliation, and objection to the
22 noose to numerous people upon seeing it. Mr. Dorman and Ty Rice ("Mr. Rice") had to
23 take down the noose and picture. On Sunday, October 8, 2017, Jay Bensiiek left a
24 voice mail message to Mr. Dorman, stating: "What the fuck is wrong with you."

25 11.21 While in the RVIA Show sales trailer on Tuesday, October 10,
26 2017, in the presence of other employees, Mr. Torres screamed at Mr. Dorman over the
27 phone: "I don't need you working for Giant RV if you can't work the schedule I set for
28

1 you for RVIA 2017.” In doing so, Mr. Torres communicated his approval of the noose
2 and that it was related to Mr. Dorman’s absence and/or medical disability.

3 11.22 Throughout the remainder of the 2017 RVIA Show, and shortly after
4 the noose incident, Mr. Dorman’s job required him to smile, and to dance while
5 clapping, laughing, and singing down an isle under the big tent, and to attend a Giant
6 RV staff meeting shortly after, all while being pointed at and being the subject of gossip
7 due to the hanging of the noose. Mr. Dorman was afraid that unless he did these things
8 he could lose his job.⁵

9 11.23 On the Tuesday, October 10th, during the 2017 RVIA Show, after
10 Mr. Dorman objected to the hanging of the noose and picture and of his treatment
11 during the Show, Mr. Torres stated, “I’m not going to let you fuck up my show like you
12 did last year.”

13 11.24 Mr. Bensiek degraded and humiliated Mr. Dorman in front of others
14 who worked for Giant RV during the 2017 RVIA Show.

15 11.25 Mr. Bensiek put Mr. Dorman’s name on any mistake he could find,
16 such as if there was a missing document that should have been in a deal jacket, on the
17 Giant RV show sales log in an attempt to humiliate and undermine Mr. Dorman’s
18 competence. When mistakes were made by other managers, such as which were put
19 into the show log by Jay B., the names of the managers were not included on next to
20 the mistake.

21 11.26 On October 18, 2017, Dorman’s doctor at Armada Wellness and
22 Family Care in Rancho Cucamonga, California, placed him off of work until October 27,
23 2017. Fearing he would be subjected to adverse treatment, or termination, if he did not
24 report to work, Mr. Dorman continued working.

25
26 ⁵ During the 2017 RVIA show, Mr. Torres also caused many employees including Mr.
27 Dorman to feel uncomfortable by requiring them to participate in a religious prayer
28 which focused on obtaining money.

1 11.27 On October 21, 2017, after the adverse treatment of Mr. Dorman
2 continued, Mr. Dorman emailed Samantha Julien in Giant RV's Human Resource
3 Department:

4
5 "I want to let you know that I am not okay with what happened to my work area at
6 the RVIA show on 10-7. I want it on record that it spiked my blood pressure to
7 the extent that I went to my doctor and he wanted to put me off work. I came to
8 work anyway, because I care about my team and need my job. I hope something
like this does not happen again and I want a copy of this email placed in my
employee file."

9 11.28 On October 22, 2017, after Mr. Dorman continued to feel ill, he
10 visited a different medical provider at Dignity Health. The doctor, advised that he
11 needed to take some time off of work.

12 11.29 On or about October 23, 2017, Mr. Dorman communicated to Bob
13 Barouti, the Owner and President of Giant RV, that after the noose incident his blood
14 pressure had spiked and that his doctor had advised him to take time off of work. Mr.
15 Dorman emailed pictures of the noose hanging over his desk, and the picture on the
16 wall behind the desk of a person hanging from gallows, with Mr. Dorman's name on it

17 11.30 Beginning in October of 2017, and continuing until 2018, Mr.
18 Dorman visited his doctor between two to five days per month.

19 11.31 After returning to work after taking time off due to his medical
20 issues (disability), Managing agents of Giant RV subjected Mr. Dorman to unusual and
21 excessive scrutiny and went out of their way to humiliate him and to make his work
22 conditions so intolerable that he would quit.

23 11.32 On November 8, 2017, Mr. Murphy,⁶ wrote an email entitled: "HR
24 Complaint – employee file copy." Mr. Murphy wrote:

25
26 _____
27 ⁶ Mike Murphy, had laughed and communicated approval after seeing the noose that
28 had been hung over Mr. Dorman's desk at the RVIA Show. Likewise, Mr. Murphy had
not taken any action to remove the noose, nor had he told anyone to remove it.

1 "Met with Colby Dorman and Dick Torres today to review investigation of
2 Complaint filed by Colby. Explained that investigation had led to disciplinary
3 actions being taken against Jay Bensiek. Colby indicated that no other persons
4 were involved. I reviewed our harassment policy and advised to contact HR if
5 any retaliator or further issues occur."

6 11.33 On November 13, 2017, Mr. Torres told Mr. Dorman that Bob
7 Barouti ("Mr. Barouti"), the owner of Giant RV, instructed Mr. Torres to issue Mr.
8 Dorman an employee written warning for "failure to follow instructions" and "violation of
9 company policies and procedures." Mr. Dorman objected to the written warning and
10 pointed out that the violations of which he was accused had occurred while he was
11 absent for medical reasons.

12 11.34 On November 13, 2017, Mr. Torres issued another warning notice
13 to Mr. Dorman:

14 Warning notice for the following: Following company procedure that was
15 put in place at several GSM meetings regarding the Sales employees taking rest
16 breaks every four hours and daily lunch breaks. After reviewing the Colton Time
17 card it is evident that managers at the Colton Sales location are not tracking this
18 procedure. Colby as the General Sales Manager must adhere to company policy
19 and procedure in insuring that Sales employees are taking rest breaks after 4
20 hours of work and taking daily lunch breaks, and is to be reflective on company
21 time stamps for both.

22 11.35 Mr. Dorman objected to the warning and mentioned that it was
23 unfair for him to be expected or required to monitor lunch breaks when he had no real-
24 time access to employee time clock information. Mr. Dorman pointed out that his only
25 way of accessing such information was by contacting the Human Resources
26 Department, who were not available on weekends or after normal business hours, when
27 the sales employees worked. Furthermore, Mr. Dorman observed and had been told
28 that the receptionist at the Colton office during that time was off work due to medical
issues.

1 11.36 On Sunday, November 12, 2017, Mr. Barouti stated "I don't care
2 about your medical condition" and issued another warning notice to Mr. Dorman for
3 being at work late on the prior Sunday. Mr. Dorman objected to the warning and wrote:

4
5 "I have been off for medical reasons for over a week due to extremely high BP
6 starting with an event at a RVIA RV Show. On Sunday I had recorded by BP at
7 178 over 112. I needed some time to not be dizzy/light headed to drive to work.
8 I called Bob Barouti on work phone at approx. 12:10 11/12 and tried to explain it
9 was due to my condition. He said I should quit my job if I can't make it to work on
10 time."

11 11.37 On Wednesday, November 15, 2017, Mr. Murphy emailed Mr.
12 Dorman that he had:

13 "two methods to obtain the records. Number one your receptionist has access
14 and can print them out for you each day. Number two as a backup obtain the
15 printout from our HR department."

16 Mr. Dorman asked, "Why wouldn't a General Sales Manager have access to the time
17 cards?" Mr. Dorman also noted that the only receptionist was Liz Garner, who worked
18 Monday thru Friday, 8:00 to 5:00, and that he had no way to check on weekends.

19 11.38 In December of 2017, during an employee meeting, two months
20 after the RVIA Show, Mr. Barouti, the company's owner, suddenly changed topics and
21 began praising Mr. Bensiek for the "great job" he did at the RVIA show. Mr. Dorman
22 regarded this comment as having been made in an effort to humiliate Mr. Dorman in
23 front of every manager from three stores, and because Mr. Dorman had complained
24 directly to Mr. Barouti.

25 11.39 After the same meeting in December of 2017, another employee
26 approached Mr. Dorman and communicated that he too, understood Mr. Barouti's
27 comment as to have been a jab at Mr. Dorman.
28

1 11.40 Between January 1, 2017, and December 31, 2017, under Mr.
2 Dorman's leadership, the Colton store produced \$8,255,814.00 in gross profit, which
3 was more profit than any other store except for one.

4 11.41 Beginning January of 2018, although during his 30-year career in
5 the Auto and RV business, Mr. Dorman had not been required to clock in and out of
6 work, amid increasing pressure to work more hours, Giant RV began demanding that he
7 do so.

8 11.42 In January of 2018, Mr. Dorman worked 308 hours., which was
9 more 63 hours more than any other manager in January.

10 11.43 Regardless of the extensive hours worked by Mr. Dorman, Mr.
11 Murphy went out of his way to humiliate Mr. Dorman and to communicate that he was
12 not putting in enough hours. This was done so specifically to target Mr. Dorman
13 because other General Sales Managers were not subjected to the same demands.⁷

14 11.44 After complaining about the noose incident, and about the adverse
15 treatment to which he was subjected after making his complaints, despite successfully
16 performing his duties for many years and with sales levels that had broken records,
17 Giant RV and their managing agents went out of their way to pressure Mr. Dorman to
18 quit his job and to communicate that Mr. Dorman was incompetent and/or was not
19 working hard enough.

20 11.45 In or about January of 2018, Giant RV informed Mr. Dorman that
21 they were cutting his pay to the extent that Mr. Dorman earned about half of the money
22 he had previously earned.

23 11.46 In early 2018, Giant RV's senior management continued to unfairly
24 scrutinize and go out of their way to undermine Mr. Dorman's performance and to make
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26 ⁷ For example, Mike Jacque, a General Sales Manager, in Murrieta, California, was
27 excused from work early on Thursdays to play tennis. Meanwhile, Mr. Dorman was not
28 allowed to even attend church on Sunday mornings.

1 him appear incompetent. This included but was not limited to, accusing him of failure to
2 clean and paint the offices.

3 11.47 In 2018, even though Mr. Dorman was not in charge of the lot
4 porters, Mr. Dorman was blamed after Ana Carmona's porters left keys in some of the
5 RVs overnight.

6 11.48 Mr. Dorman was ordered by Mr. Murphy that he was to be the first
7 employee in and the last one out, which would have resulted in having to work between
8 twelve to fourteen hours per day, five to six days a week.

9 11.49 Although it was general knowledge throughout Giant RV's stores
10 that a regional service center was needed to fix problems with inventory that could not
11 be addressed by the service staff or lot tech, Mr. Dorman was issued a verbal warning
12 for problems relating to inventory at his store that the lot tech and/or service staff could
13 not repair.

14 11.50 Even though Mr. Dorman had specifically recruited top salesmen to
15 be part of his Colton team, Giant RV began transferring such staff to other locations,
16 without following the policy and procedure set out by Giant RV, and without even
17 providing Mr. Dorman a courtesy phone call, and in an effort to harm the sales figures at
18 the store for which Mr. Dorman was responsible. Around the same time, Mr. Bensiek,
19 began to interject himself into the hiring of candidates at Mr. Dorman's store and to
20 block the hiring of persons whom Mr. Dorman "believed would make us all a ton of
21 money." On or around February, 2017, Mr. Dorman brought a top motor home
22 manager, Bob Cotney ("Mr. Cotney"), out from Virginia for an interview to become the
23 Motor Home Manager because there was a position open at the Colton store. Mr.
24 Murphy and Mr. Torres, instead of allowing Mr. Cotney to work at the Colton store,
25 which was the purpose of him coming California, told Mr. Dorman they already hired
26 another person for the Colton position and then attempted to place Mr. Cotney in
27 Murrieta, which Mr. Cotney declined. The motor home manager who Mr. Murphy and
28

1 Mr. Torres hired was not interviewed by Mr. Dorman, who had no knowledge of this
2 person being hired for his store. The person hired as the Motor Home Manager for the
3 Colton store was a Trailer Manager and had no motor home experience.⁸

4 11.51 On or about March 13, 2018, after suffering from heart palpitations,
5 Mr. Dorman's doctor advised that he had developed a heart problem that he attributed
6 to stress at work.

7 11.52 On or about March 16, 2018, after being advised to take time off of
8 work, Mr. Dorman went on medical leave.

9 11.53 On or about May 20, 2018, through his counsel, Mr. Dorman
10 advised Giant that he was tendering his resignation:

11 "Colby Brant Dorman ("Mr. Dorman") has asked that I advise you that he is
12 tendering his resignation effective immediately. Since reporting his medical
13 condition, and requesting time off from work to see his doctor, Giant R.V.
14 intentionally created and knowingly permitted Mr. Dorman to endure such
15 intolerable conditions at work that a reasonable person in Mr. Dorman's position
16 would have no reasonable alternative except to resign. Among other things, after
17 going to see his doctor during the 2017 RVIA show, Mr. Dorman returned to work
18 to find a noose hanging over his desk and a drawing of a stick figure, also
19 hanging from a noose, on the wall with the name "Colby" written on it.

20 After complaining about the noose incident, managing agents of Giant RV
21 engaged in a continuous pattern of mistreatment including but not limited to
22 failing to conduct a reasonable investigation of the noose incident, praising the
23 person who hung the noose, requiring Mr. Dorman to work 18 days in a row (and
24 then berating him for not working enough), cutting Mr. Dorman's pay, wrongfully
25 accusing of Mr. Dorman of misconduct, and other adverse acts that caused harm
26 to his health such that his doctor recommended he not continue."
27
28

⁸ After this person left Giant RV, Giant RV hired Mr. Cotney as the Motor Home
Manager. This took place after Mr. Dorman resigned. Giant RV's corporate office knew
that Colton needed a motor home manager, which was why Mr. Dorman brought Mr.
Cotney to California to work with him at the Colton location. Mr. Dorman took this action
by upper management, Mr. Torres and Mr. Murphy, as being intended to cause the
Colton location to lose money, to make Mr. Dorman look bad, and to force him to quit.

1 11.54 As of the date of the filing of this lawsuit, Defendant Giant RV had
2 not undertaken any reasonable action to independently investigate or to stop the
3 harassment to which Mr. Dorman was subjected.

4 12. **Plaintiff's Protected Action's**

5 12.1 On or about July 28, 2016, Mr. Dorman advised his employer that he did
6 not feel well, that he felt dizzy and unsteady on his feet. Shortly thereafter, Mr. Dorman
7 advised Giant RV's Human Resources Department that his blood pressure had been
8 elevated, that he was okay, but that his symptoms needed to be monitored and that he
9 would need to follow up with his doctor.

10 12.2. On October 7, 2017, Mr. Dorman complained after arriving to work at the
11 RVIA Show at the Pomona Fairplex after seeing a noose hanging over his workspace,
12 and after seeing a drawing behind his desk that pictured Mr. Dorman hanging from
13 gallows. The drawing included Mr. Dorman's name.

14 12.3. Mr. Dorman complained after learning that members of Giant RV's senior
15 management had seen the noose, had allowed for it to remain over Mr. Dorman's desk,
16 had made no attempt to take it down or to ask that it be taken down, and had
17 communicated that it was funny.

18 12.4. On October 19, 2017, Mr. Dorman, filed a complaint with
19 California's Department of Fair Employment and Housing, and obtained a right to sue
20 letter.

21 12.5 On October 21, 2017, after receiving no response to his complaints
22 about the noose incident, Mr. Dorman emailed Ms. Julien, in the Human Resources
23 Department, to inform her the he was "not okay" with the incident and that his blood
24 pressure had "spiked" to the extent that hid doctor had wanted to "put me off work.

25 12.6. On October 23, 2017, Mr. Dorman complained about the noose
26 incident to Bob Barouti, the company's owner, and had sent him pictures of his
27 workspace.

1 12.7. In November of 2017, Mr. Dorman objected after being informed
2 that Mr. Murphy, one of the managers who had laughed about the noose, and who had
3 made no effort to remove it or ask that it be taken down from Mr. Dorman's work area,
4 had been put in charge of investigating the noose incident. On multiple occasions, after
5 his complaints about the noose incident, Mr. Dorman also complained that he was being
6 subjected to unfair write-ups.

7 12.8 In December of 2017, Mr. Dorman objected after Mr. Bensiak, the
8 person who had hung the noose, was praised by the company president in a company
9 meeting for doing a "great job" at the 2017 RVIA Show; a comment that Mr. Dorman,
10 and others attending the event, understood to be a back-handed reference to the noose
11 incident.

12 12.9 Throughout early 2018, Mr. Dorman repeatedly complained that he
13 was being subjected to unfair write-ups, which he regarded as being issued in retaliation
14 for his complaints.

15 12.10 In early 2018, Mr. Dorman advised Giant RV that he had developed
16 a heart problem and needed to take a medical leave.

17 12.11 On or about May 20, 2018, Mr. Dorman advised Giant RV that,
18 since reporting his medical condition and requesting time off of work to see his doctor,
19 Giant RV had intentionally and knowingly created such intolerable conditions at work
20 that a reasonable person in his position would have no reasonable alternative except to
21 resign.

22 13. **Defendants' Adverse Employment Actions and Behavior**

23 13.1. After visiting his doctor on or about July 28, 2016, and after
24 reporting to the Human Resourced Department that his blood pressure was elevated
25 and that his condition may have had to do with stress, Giant RV's senior management
26 made comments when the topic of Mr. Dorman's medical issues came up, such that Mr.

1 Dorman worried that he the company might replace him if he continued to have medical
2 problems.

3 13.2 During the 2016 RVIA Show, Mr. Torres berated Mr. Dorman and
4 called his "Worse than Nimrod," for being ill.

5 13.3 On Saturday, October 7, 2017, after Mr. Dorman communicated
6 that he was not feeling well and would be arriving late at the RVIA show in Pomona, Mr.
7 Bensiek hung a large noose over Mr. Dorman's desk in the trailer where he was
8 assigned to work. A drawing of a stick-figure hanging from a noose, and the word
9 "Colby" was taped to the wall behind Mr. Dorman's desk. [See: Exhibit "1."]

10 13.4 Mike Murphy, Mr. Torres, and Mr. Bensiek made comments about it
11 being funny, but made no attempt to remove the noose or picture, or to ask that it be
12 taken down.

13 13.5 Mr. Torres stated, "You fucked up my show like you did last year."

14 13.6 Mr. Bensiek degraded and humiliated Mr. Dorman in front of others
15 who worked for Giant RV during the 2017 RVIA Show, and others.

16 13.7 Mr. Bensiek put Mr. Dorman's name on any mistake he could find
17 on the Giant RV show sales log in an attempt to humiliate and undermine Mr. Dorman's
18 competence. When mistakes were made by other managers, the names of the
19 managers were not included on next to the mistake.

20 13.8 Giant RV failed to reasonably or neutrally investigate the noose
21 incident or to take action against Mr. Bensiek. Instead, the owner of Giant RV praised
22 Mr. Bensiek for a "great job.

23 13.9 After complaining about the incident on October 7, 2017, Giant RV
24 subjected Mr. Dorman to: (1) unfair employee warnings; (2) accusations that he was not
25 monitoring employee lunch breaks during a time period while he had been on medical
26 leave; (3) requirements that he clock in and out for his breaks and lunch (even though
27 he had never previously been required to do so and even though he worked on
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1 commission and earned over \$300,000.00 per year); (4) accusations that he was
2 incompetent as a manager (even though he had set and or broken sales records); (5)
3 that he was not working enough hours; (6) accusations that he was responsible for keys
4 being left in RVs by the RV Porters (who were not supervised by Mr. Dorman); (7) that
5 the inventory the Colton Store was not maintained in good condition (when Giant RV
6 was already aware that neither the lot tech or service staff was able to repair problems
7 on some of the RVS and that employees from multiple Giant RV stores had repeatedly
8 asked for access to a regional service center for the problems; (8) accusations that Mr.
9 Dorman had failed to paint or clean the offices; and other adverse actions.

10 13.10 In or about January of 2018, Giant RV retaliated against Mr. Dorman by
11 implementing a new pay rate, which was designed to harm Mr. Dorman and another
12 disfavored employee, and which resulted in a significant reduction in the money he
13 earned.

14 14. Economic Damages. As a consequence of Defendants' conduct,
15 Plaintiff has suffered harm and will suffer harm, including, without limitation, lost past
16 and future income and employment benefits, and damage to his career, in a sum to be
17 proven at trial.

18 15. Non-Economic Damages. As a consequence of Defendants' conduct,
19 Plaintiff has suffered and will continue to suffer psychological and emotional distress,
20 humiliation, and mental and physical pain and anguish, in a sum to be proven at trial.

21 a. Malice. Defendants' conduct was done with malice within the
22 meaning of California Civil Code Section 3294, including that (a) Defendants acted with
23 intent to cause injury to Plaintiff, and/or acted with reckless disregard, including by
24 taking adverse employment actions against Plaintiff as cited herein based on Plaintiff's
25 disability and/or good faith complaints.

26 b. Oppression. In addition, and/or alternatively, Defendants' conduct
27 was done with oppression within the meaning of California Civil Code Section 3294,
28

1 including that Defendants' actions against Plaintiff based on Plaintiff's disability, medical
2 condition, and/or good faith complaints, was "despicable" and subjected Plaintiff to cruel
3 and unjust hardship, in knowing disregard of Plaintiff's rights to a workplace free from
4 discrimination, harassment, retaliation, and adverse employment actions.

5 c. Fraud. In addition, and/or alternatively, Defendants' conduct, as
6 alleged, was fraudulent within the meaning of California Civil Code Section 3294,
7 including that Defendants asserted false (pretextual) grounds for their adverse
8 employment actions to thereby harm Plaintiff and deprive Plaintiff of legal rights.

9 16. Attorney Fees. Plaintiff has incurred and continues to incur legal
10 expenses and attorneys' fees.

11 17. Exhaustion of Administrative Remedies. Prior to filing this action, Plaintiff
12 timely exhausted his administrative remedies by timely filing an administrative complaint
13 with the Department of Fair Employment and Housing ("DFEH") and received a DFEH
14 right to sue letter.

15 **FIRST CAUSE OF ACTION**

16 **Violation of FEHA, Cal. Gov. Code Sections 12900 et seq.**

17 **(Disability Discrimination)**

18 **Against GIANT INLAND EMPIRE R.V. CENTER, INC. Inclusive of Does 1 to 10**

19 18. The allegations set forth in paragraphs 1 through 17 are re-alleged and
20 incorporated herein by reference.

21 19. At all times herein mentioned, the FEHA, codified as Government Code
22 sections 12900 *et seq.* was in full force and makes it unlawful for an employer to
23 discriminate against an employee on the basis of an employee's disability. Government
24 Code section 12940(a) forbids an employer from discriminating against an employee
25 because of a physical disability, because of a medical condition and/or because they
26 are perceived as being disabled.

1 20. As disjunctively defined by FEHA, a person is “physically disabled” if,
2 among other things, the individual: (1) Has a physiological condition that both (a) affects
3 a specific body system and (b) limits a major life activity⁹; (2) Has a “record or history” of
4 such a physiological condition; or, (3) Is “regarded or treated” by the individual’s
5 employer as having or having had, a physiological condition that is not presently
6 disabling, but that may become so. (Gov’t Code § 12926, subd. (k)(1)(A), (B), (3), (4),
7 (5); Gelfo v. Lockheed Martin Corporation, (2006) 140 Cal.App.4th 34.)

8 21. At all times relevant, Plaintiff suffered from a physical disability as defined
9 by the FEHA all as aforepleaded.

10 22. With knowledge of Plaintiff’s physical disability(s), Defendants
11 discriminated against Plaintiff: (1) making negative comments about Mr. Dorman’s
12 medical issues in a manner so as to cause Mr. Dorman to worry that the company might
13 replace him if he continued to have medical issues; (2) when Mr. Torres, a supervisor of
14 Mr. Dorman, berated Mr. Dorman and called him “Worse than Nimrod” for being ill in
15 2016; (3) when Mr. Bensiak hung a large noose and a drawing that showed Mr. Dorman
16 hanging dead from a noose, over Mr. Dorman’s desk in 2017, after Mr. Dorman
17 communicated he was not feeling well and would be arriving late to work; (4) when Mr.
18 Murphy, Mr. Torres, and Mr. Bensiak, all of whom were Mr. Dorman’s supervisors,
19 communicated that the noose and picture were funny and made no attempt to remove it
20 or to ask that it be removed; (5) by yelling at Mr. Dorman that he “fucked up” the RV
21 show and by degrading him in front of others; (6) by failing to make a reasonable and
22 neutral investigation into the noose incident; (7) by praising Mr. Bensiak for doing a
23 “great job” at the RVIA show in a company meeting two months after the event, and in a
24 matter that caused those in attendance to understand the comment as a reference to

25 _____
26 ⁹ A physiological condition “limits” a major life activity if it makes difficult the
27 achievement of the major life activity. (Gov’t Code § 12926, subd. (k)(ii).) The term
28 “major life activity” is broadly construed, and includes physical and social activities and
working. (Gov’t Code § 12926, subd. (k)(iii).)

1 the noose incident; (8) by issuing unfair warnings and reprimands to Mr. Dorman; (9) by
2 accusing Mr. Dorman of being incompetent (even though he had broken sales records);
3 (8) by subjecting Plaintiff to excessive and unreasonable scrutiny, and by other acts or
4 omissions as stated herein this complaint, and as will be further discovered in the
5 course of the litigation of this case.

6 23. Plaintiff is informed and believes and thereon alleges that the aforepleaded
7 conduct, was motivated by his disability(s) and/or perceived disability(s).

8 24. Defendants' conduct, as alleged, violated the FEHA, Government Code
9 sections 12900 *et seq.* and Defendants committed unlawful employment practice(s),
10 including but not limitation, by the following, separate bases for liability:

11 (a) Subjecting Plaintiff to excessive scrutiny, unfairly issuing Plaintiff
12 reprimands, humiliating Plaintiff, and other adverse employment actions as stated
13 herein, based in whole or in part, on Plaintiff's disability in violation of Cal. Gov't. Code
14 section 12940(a).

15 (b) Harassing Plaintiff and/or creating a hostile work environment, based in
16 whole or in part, on Plaintiff's disability and/or perceived disability and in violation of the
17 FEHA.

18 (c) Failing to take all reasonable steps to prevent discrimination, harassment,
19 and/or retaliation based on Plaintiff's disability or perceived disability in violation of Cal.
20 Gov't Code section 12940(k).

21 (d) Retaliating against Plaintiff for seeking to exercise rights guaranteed under
22 the FEHA and/or opposing Defendants' failure to provide such rights, in violation of Cal.
23 Gov. Code section 12940(h).

24 25. As a proximate result of Defendants' willful, knowing, and intentional
25 discrimination against Plaintiff, Plaintiff has sustained and continues to sustain
26 substantial losses or earnings and other employment benefits.

1 26. As a proximate result of Defendants' willful, knowing, and intentional
2 discrimination against Plaintiff, Plaintiff has suffered and continues to suffer humiliation,
3 emotional distress, and mental and physical pain and anguish, all to his damage and in
4 a sum according to proof.

5 27. Defendants' misconduct was committed intentionally, in a malicious,
6 despicable, oppressive, fraudulent manner, entitling Plaintiff to punitive damages
7 against Defendants.

8 28. Plaintiff has incurred and continues to incur legal expenses and attorneys'
9 fees. Pursuant to Government Code section 12965(b), Plaintiff is entitled to recover
10 reasonable attorneys' fees, and costs (including expert costs), in an amount according
11 to proof.

12 **SECOND CAUSE OF ACTION**

13 **Violation of FEHA, Cal. Gov't. Code Sections 12900 et seq.**

14 **(Hostile Work Environment Harassment)**

15 Against GIANT INLAND EMPIRE R.V. CENTER, INC., JAY BENSIEK, and inclusive of
16 Does 1 to 10

17 29. The allegations set forth in all proceeding paragraphs are re-alleged and
18 incorporated herein by reference.

19 30. Defendants' conduct, as alleged, violated the FEHA, Government Code
20 sections 12900 *et seq.* and Defendants committed unlawful employment practice(s),
21 including, without limitations, by the following separate bases for liability:

22 a. Harassing Plaintiff and/or creating a hostile work environment, based, in
23 whole or in part, on Plaintiff's disability or perceived disability, in violation of Cal. Gov.
24 Code section 12900 (j)(1).

25 b. Failing to take all reasonable steps to prevent discrimination, harassment,
26 and/or retaliation based on Plaintiff's disability and/or perceived disability, in violation of
27 Cal. Gov. Code section 12900 (k).
28

1 c. Harassing Plaintiff and/or creating a hostile work environment, based, in
2 whole or in part, on Plaintiff's medical condition (disability), in violation of Cal. Gov.
3 Code section 12900 *et seq.*

4 d. Failing to take all reasonable steps to prevent discrimination, harassment,
5 and/or retaliation based on Plaintiff's medical condition (disability), in violation of Cal.
6 Gov. Code section 12900 *et seq.*

7 e. Harassing Plaintiff and/or creating a hostile work environment, based, in
8 whole or in part, on Plaintiff's medical condition and disability, in violation of Cal. Gov.
9 Code section 12900 *et seq.*

10 f. Failing to take all reasonable steps to prevent discrimination, harassment,
11 and/or retaliation based on Plaintiff's gender medical condition, in violation of Cal. Gov.
12 Code section 12900 *et seq.*

13 31. As a proximate result of Defendants' willful, knowing, and intentional
14 discrimination against Plaintiff, Plaintiff has sustained and continues to sustain
15 substantial losses of earnings and other employment benefits.

16 32. As a proximate result of Defendants' willful, knowing, and intentional
17 discrimination against Plaintiff, Plaintiff has suffered and continues to suffer humiliation,
18 emotional distress, and mental and physical pain and anguish, all to his damage in a
19 sum according to proof.

20 33. Defendants' misconduct was committed intentionally, in a malicious,
21 despicable, oppressive, fraudulent manner, entitling Plaintiff to punitive damages
22 against Defendants.

23 34. Plaintiff has incurred and continues to incur legal expenses and attorneys'
24 fees. Pursuant to Government Code section 12965(b), Plaintiff is entitled to recover
25 reasonable attorneys' fees, and costs (including expert costs), in an amount according
26 to proof.

27 //

1 **THIRD CAUSE OF ACTION**

2 **Violation of FEHA, Cal. Gov't. Code Sections 12900 et seq.**

3 **(Retaliation for Engaging in Protected Activity)**

4 Against GIANT INLAND EMPIRE R.V. CENTER, INC., and inclusive of Does 1 to 10

5 35. The allegations set forth in the preceding paragraphs are re-alleged and
6 incorporated herein by reference.

7 36. At all times herein mentioned, the FEHA, Government Code sections
8 12900 et seq. was in full force and effect and was binding on Defendants. Specifically,
9 Government Code section 12940(h) requires Defendants to refrain from retaliating
10 against any employee for engaging in a protected activity.

11 37. Plaintiff engaged in protected activities under FEHA in close proximity to
12 adverse employment actions which were directed against Plaintiff, as stated *supra*.
13 Specifically, Plaintiff informed Defendants of concerns related to discrimination and/or
14 harassment, including but not limited to an actual noose, and also a picture of Plaintiff
15 hanging dead from a noose, being placed over Plaintiff's desk, among other things.

16 38. Plaintiff's disability and/or complaints of discrimination and/or harassment
17 was/were a substantial motivating factor in Defendants' decision to subject Plaintiff to
18 adverse employment actions, including but not limited to: (1) issuing Plaintiff unfair
19 warnings and reprimands; (2) by accusing Plaintiff of not monitoring employee lunch
20 breaks when Plaintiff had no way of doing so in real time so as to be effective in any
21 such action; (3) by requiring Plaintiff to clock in and out of work, even though Plaintiff
22 earned \$300,000.00 or more per year and had never been required to clock in and out
23 of work prior to complaining about discrimination and harassment; (4) by accusing
24 Plaintiff of being incompetent as a manager; (5) by telling Plaintiff he was not working
25 enough hours; (6) by accusing Plaintiff of leaving keys inside RVs, when the
26 complained-of act was done by persons over which Plaintiff had no authority or control;
27 (7) by falsely accusing Plaintiff of failing to maintain the store's inventory in good
28

1 condition while knowing that neither the lot tech, nor sales employees, were capable of
2 making requested repairs, and that multiple employees from various stores had
3 requested access to a regional service center to repair the problems; (8) by wrongfully
4 accusing Plaintiff of failing to paint and clean the offices; (9) by failing to timely respond
5 to Plaintiff's complaints about discrimination and harassment; (10) by subjecting Plaintiff
6 to excessive and unreasonable scrutiny, and by other conduct or omissions as stated
7 herein this complaint, and as will be discovered in the course of the litigation of this
8 case.

9 39. Defendants' conduct, as alleged herein, violated the FEHA, Government
10 Code sections 12900 *et seq.* and Defendants committed unlawful employment
11 practice(s), including, without limitation, retaliating against Plaintiff for seeking to
12 exercise rights guaranteed under the FEHA and/or for opposing Defendants' failure to
13 provide such rights.

14 40. As a proximate result of Defendants' willful, knowing, and intentional
15 retaliation against Plaintiff, Plaintiff has sustained and continues to sustain substantial
16 losses of earnings and other employment benefits.

17 41. As a proximate result of Defendants' willful, knowing, and intentional
18 harassment, Plaintiff has suffered and continues to suffer humiliation, emotional
19 distress, and mental and physical pain and anguish, all to his damage in a sum
20 according to proof.

21 42. Defendants' misconduct was committed intentionally, in a malicious,
22 despicable, oppressive, fraudulent manner, entitling Plaintiff to punitive damages
23 against Defendants.

24 43. Plaintiff has incurred and continues to incur legal expenses and attorneys'
25 fees. Pursuant to Government Code section 12965(b), Plaintiff is entitled to recover
26 reasonable attorneys' fees, and costs (including expert costs), in an amount according
27 to proof.

1 **FOURTH CAUSE OF ACTION**

2 **Intentional Infliction of Emotional Distress (CACI 1600)**

3 **Against GIANT INLAND EMPIRE R.V. CENTER, INC., JAY BENSIEK, and inclusive of**

4 **Does 1 to 10**

5 44. The allegations set forth in all proceeding paragraphs are re-alleged and
6 incorporated herein by reference.

7 45. The conduct of Defendants, Giant Inland Empire R.V. Center, Inc., Jay
8 Bensiiek, and Does 1 through 10, inclusive, including but not limited to the hanging of a
9 noose and a drawing of Plaintiff hanging from a noose, over Plaintiff's desk, was
10 outrageous.

11 46. Defendants, Giant Inland Empire R.V. Center, Inc., Jay Bensiiek, and Does
12 1 through 10, intended to cause Plaintiff to suffer emotional distress and/or were aware
13 of the probability that Plaintiff would suffer emotional distress knowing that Mr. Dorman
14 would be present when the conduct occurred.

15 47. Plaintiff suffered severe emotional distress.

16 48. The conduct of Defendants, Giant Inland Empire R.V. Center, Inc., Jay
17 Bensiiek, and Does 1 through 10, was a substantial factor in causing Plaintiff severe
18 emotional distress.

19 49. As a proximate result of Defendants' willful, knowing, and intentional
20 retaliation against Plaintiff, Plaintiff has sustained and continues to sustain substantial
21 losses of earnings and other employment benefits.

22 50. As a proximate result of Defendants' willful, knowing, and intentional
23 harassment, Plaintiff has suffered and continues to suffer humiliation, emotional
24 distress, and mental and physical pain and anguish, all to his damage in a sum
25 according to proof.

1 51. Defendants' misconduct was committed intentionally, in a malicious,
2 despicable, oppressive, fraudulent manner, entitling Plaintiff to punitive damages
3 against Defendants.

4 52. Plaintiff has incurred and continues to incur legal expenses and attorneys'
5 fees. Pursuant to Government Code section 12965(b), Plaintiff is entitled to recover
6 reasonable attorneys' fees, and costs (including expert costs), in an amount according
7 to proof.

8 **FIFTH CAUSE OF ACTION**

9 **Constructive Termination in Violation of Public Policy (FEHA) (CACI 2432)**
10 **Against GIANT INLAND EMPIRE R.V. CENTER, INC., and inclusive of Does 1 to 10**

11 53. The allegations set forth in all preceding paragraphs are re-alleged and
12 incorporated herein by reference.

13 54. Mr. Dorman claims that Giant Inland Empire R.V. Center, Inc. ("Giant RV")
14 forced him to resign for reasons that violate public policy, including but not limited to
15 Disparate Treatment in Violation of the FEHA (CACI 2500), Retaliation in Violation of
16 the FEHA (CACI 2505), and Failure to Prevent Discrimination or Retaliation in Violation
17 of the FEHA (CACI 2627).

18 55. At all times relevant, Mr. Dorman was an employee of Defendant Giant
19 RV.

20 56. Defendant Giant RV subjected Plaintiff to a continuous pattern of
21 mistreatment and working conditions that violated public policy when they: (1) hung a
22 noose and a picture of Plaintiff hanging by a noose over Plaintiff's desk after Plaintiff
23 communicated that he was having medical problems and needed to see a doctor: (2)
24 engaged concerted acts of retaliation after Plaintiff complained about the noose and
25 picture of Plaintiff hanging dead by a noose, including but not limited to: (a) issuing
26 Plaintiff unfair write-ups and warnings; (b) by requiring Plaintiff to work countless hours
27 and as many as 20 days in a row without a day off; (c) by unfairly scrutinizing Plaintiffs
28

1 work performance; (d) by accusing Plaintiff of errors that had been committed by others
2 and over whom Plaintiff had no authority; (e) by reassigning employees that Plaintiff had
3 specifically recruited to the store Plaintiff managed and by replacing them with
4 employees who produced inferior sales results; (f) by telling Plaintiff he should quit his
5 job; (g) by wrongfully accusing Plaintiff of failing to paint and of failing to clean the
6 offices; (h) by humiliating Plaintiff for his medical condition; (i) by wrongfully accusing
7 Plaintiff in a manner intended to humiliate Plaintiff, in the presence of his peers; (j) by
8 failing to reasonably investigate Plaintiff's complaints about both the noose, the picture,
9 and the retaliation that followed, and by assigning a person who had been present to
10 see the noose and picture, who had communicated that it was funny, and who had
11 taken no steps to remove, it or to have it removed, even though he was a managing
12 agent of Giant RV; and other adverse actions discussed herein this complaint, and
13 which will be discovered in the course of the litigation processes.

14 57. Defendant Giant RV intentionally created and/or knowingly permitted
15 these work conditions described herein.

16 58. The working conditions to which Plaintiff was subjected were so
17 intolerable that a reasonable person in his position would have had no reasonable
18 alternative except to resign.

19 59. Plaintiff resigned of the intolerable work conditions.

20 60. Plaintiff was harmed.

21 61. The conduct of Defendants, Giant Inland Empire R.V. Center, Inc., its
22 employees and agents, and Does 1 through 10, was/were a substantial factor in
23 causing Plaintiff severe emotional distress.

24 62. As a proximate result of Defendants' willful, knowing, and intentional
25 retaliation against Plaintiff, Plaintiff has sustained and continues to sustain substantial
26 losses of earnings and other employment benefits.

1 72. As a proximate result of Defendants' willful, knowing, and intentional
2 harassment, Plaintiff has suffered and continues to suffer humiliation, emotional
3 distress, and mental and physical pain and anguish, all to his damage in a sum
4 according to proof.

5 73. Defendants' misconduct was committed intentionally, in a malicious,
6 despicable, oppressive, fraudulent manner, entitling Plaintiff to punitive damages
7 against Defendants.

8 74. Plaintiff has incurred and continues to incur legal expenses and attorneys'
9 fees. Pursuant to Government Code section 12965(b), Plaintiff is entitled to recover
10 reasonable attorneys' fees, and costs (including expert costs), in an amount according
11 to proof.

12 **PRAYER**

13 WHEREFORE, Plaintiff prays for judgment against Defendant(s) as follows:

- 14 1. For general and special damages according to proof;
15 2. For pre-judgement and post-judgment interest on all damages awarded;
16 3. For reasonable attorneys' fees;
17 4. For costs of suit incurred;
18 5. For such other and further relief as the Court may deem just and proper.
19

20 ADDITIONALLY, Plaintiff demands trial of this matter by jury. The amount
21 demanded exceeds \$25,000.00 (Cal. Gov. Code Section 72055).
22

23 Dated: August 22, 2018

LAW OFFICES OF ANN A. HULL, INC.


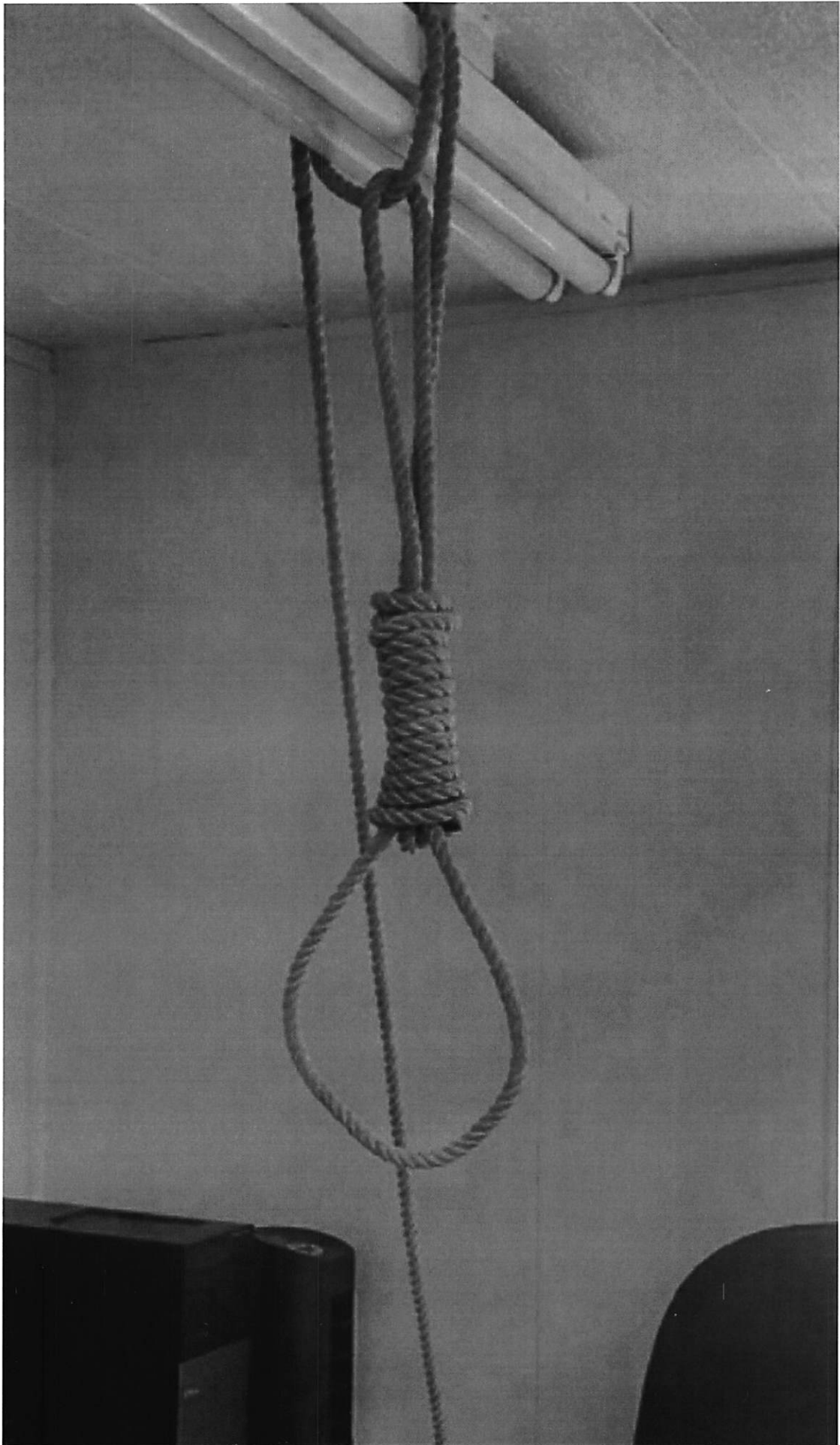
24 
25 By: Ann A. Hull, Esq.
26 Hannah J. Robinson, Esq.
27 Attorneys for Plaintiff,
28 COLBY B. DORMAN

EXHIBIT 1



COB 1
Desk



COLBY [stick figure]
DESK
NO
L
11