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SAN DIEGO COUNTY, CA

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5 Attorney for Plaintiff

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7 SUPERIOR COURT OF THE STATE OF CALIFORNIA

8 COUNTY OF SAN DIEGO

9  
10 TREVOR R. HOWELL,

CASE NO.

37-2013-00080141-CU-WT-CTL

COMPLAINT FOR DAMAGES

11  
12 Plaintiff,

1. Religious Discrimination-Wrongful Termination
2. Discriminatory Failure to Accommodate
3. Defamation
4. Conspiracy

13  
14 CITY OF SAN DIEGO, a public  
15 entity, ELIANA BARREIROS,  
16 AMY GOWAN, MICHELLE ST.  
BERNARD and DOES 1 through  
100, inclusive,

17 Defendants.  
18

19 Plaintiff TREVOR R. HOWELL alleges:

20 GENERAL ALLEGATIONS

21 1. Plaintiff TREVOR R. HOWELL ("HOWELL"), is an individual and is now, and at all  
22 times mentioned in this Complaint was, a resident of San Diego County, California and a  
23 Community Development Specialist II for the Economic Development Department for Defendant  
24 CITY OF SAN DIEGO ("CITY").

25 2. Defendant CITY OF SAN DIEGO ("CITY") is a California municipality organized and  
26 existing under the laws of the State of California. CITY is an entity subject to suit under the  
27 California Fair Employment and Housing Act, Government Code Section 12900 et seq., in that  
28 CITY is an employer who regularly employs five or more persons.

1           3. At all relevant times, Defendant ELIANA BARREIROS ("BARREIROS") was an  
2 individual who worked for CITY as a Community Development Block Grant Policy Coordinator  
3 and a supervisor then co-worker of HOWELL.

4           4. At all relevant times, Defendant AMY GOWAN ("GOWAN") was an individual who  
5 worked for CITY as Assistant Deputy Director for the Economic Development Department and  
6 was a manager of HOWELL.

7           5. At all relevant times, Defendant MICHELLE ST. BERNARD ("ST. BERNARD") was  
8 an individual who worked as the Fair Housing and Special Projects Supervisor for the Economic  
9 Development Department and was a supervisor of HOWELL.

10          6. Each and every act and event complained of herein took place in the County of San  
11 Diego, State of California.

12          7. HOWELL is ignorant of the true names and capacities of Defendants sued herein as  
13 Does 1 through 100, inclusive, and therefore sues said Defendants by such fictitious names  
14 pursuant to Code of Civil Procedure Section 474. HOWELL is informed and believes and thereon  
15 alleges that each of the fictitiously named Defendants is maliciously, intentionally, willfully and/or  
16 negligently responsible in some manner for the occurrences herein alleged and that their acts and  
17 omissions proximately caused the herein described injuries and damages to HOWELL and  
18 HOWELL prays leave to amend this Complaint to set forth such true names and capacities when  
19 the same have been ascertained.

20          8. HOWELL is informed and believes and thereon alleges that Defendants, and each of  
21 them, were the agents, servants, employees and joint venturers of each of the other Defendants, and  
22 was at all times acting within course and scope of said agency, employment and joint venture and  
23 each Defendant has knowingly accepted and ratified the acts and omissions of each of the other  
24 Defendants.

25          9. On April 14, 2013, HOWELL submitted a Declaration of Conscientious Objector to  
26 CITY so that he would not have to join the Municipal Employees Association.

27          10. On April 17, 2013, HOWELL submitted a Request for Reasonable Accommodation  
28 due to vision issues and said Request was subsequently denied.

1 11. On June 24, 2013, HOWELL submitted a second Request for Accommodation due to  
2 his history of vision issues.

3 12. On or about July 26, 2013, HOWELL was terminated by CITY.

4 FIRST CAUSE OF ACTION

5 **(Disability Discrimination Against Defendant City of San Diego)**

6 13. HOWELL refers to and incorporates by reference paragraphs 1 through 12 of the  
7 General Allegations as though fully set forth herein.

8 14. On April 14, 2013, HOWELL submitted a Declaration of Conscientious Objector to  
9 CITY so that he would not have to join the Municipal Employees Association which was a  
10 condition of his employment. HOWELL objected to joining the union on the bases of Matthew  
11 20:1-15, Proverbs 18:9, Ecclesiastes 9:10 and 1 Peter 2:18.

12 15. At all times relevant herein, HOWELL conducted himself in accordance with the  
13 policies and procedures of his employer and performed his employment duties and responsibilities  
14 in a proper and satisfactory manner. Despite all of the foregoing, HOWELL was terminated by  
15 CITY on July 26, 2013.

16 16. CITY and its management discriminated against HOWELL by engaging in a course of  
17 conduct which included subjecting HOWELL to harassment, disparate treatment and retaliation in  
18 employment due to HOWELL's religious beliefs. HOWELL is informed and believes and thereon  
19 alleges that his harassment, disparate treatment, retaliation and his subsequent termination from  
20 CITY were in fact a pretext for discriminating against GLOBE on the basis of his religious beliefs.

21 17. HOWELL has filed a complaint with the Department of Fair Employment and  
22 Housing pursuant to Section 12960 of the California Government Code alleging acts previously  
23 described herein establishing a violation of the Fair Employment and Housing Act, Government  
24 Code Sections 12900 to 12996. On or about July 30, 2013, the Department determined not to  
25 issue a complaint against Defendants and issued a right to sue letter to HOWELL.

26 18. HOWELL is informed and believes and thereon alleges that his religious beliefs were a  
27 substantial factor, if not the sole factor, in Defendants' discriminatory treatment of HOWELL in  
28 violation of Government Code Section 12940 et seq.

1 19. As a proximate result of CITY's actions, as alleged above, HOWELL has been harmed  
2 in that HOWELL has suffered, and will suffer loss of wages, salary, benefits and certain other  
3 incidental and consequential economic expenses and losses which HOWELL would have received  
4 if HOWELL had not been terminated from his position with CITY. As a result of such  
5 discrimination and consequent harm, HOWELL has suffered such damages in an amount according  
6 to proof at trial.

7 20. As a further and proximate result of Defendant's unlawful conduct, HOWELL has  
8 become mentally upset, distressed and aggravated. HOWELL claims general damages for such  
9 mental distress in an amount to be proven at trial.

10 21. HOWELL has incurred reasonable attorneys' fees and costs in prosecuting this matter  
11 in an amount to be established at trial.

12 SECOND CAUSE OF ACTION

13 **(Discriminatory Failure to Accommodate Against Defendant City of San Diego)**

14 22. Plaintiff realleges and incorporates by reference paragraphs 1 through 12 of the General  
15 Allegations and paragraphs 14 through 21 of the First Cause of Action as though fully set forth  
16 herein.

17 23. In April 2013, CITY was notified that HOWELL had vision issues that caused him to  
18 need a second computer monitor at his work station. This accommodation request was denied  
19 because there was no endorsement by a health care provider.

20 24. On or about June 24, 2013, HOWELL submitted a second Request for Reasonable  
21 Accommodation due to his vision issues and with a doctor's endorsement. Despite the foregoing,  
22 the request was never approved by CITY and its management.

23 25. Under Government Code Section 12940(m), it is an unlawful employment practice for  
24 an employer to make a reasonable accommodation by an employee with a known physical  
25 disability. CITY, despite its knowledge of HOWELL's medical condition, failed to reasonably  
26 accommodate HOWELL in terms of his physical disability. Instead, CITY used his disability as a  
27 basis to terminate him on July 26, 2013.

28 26. As a proximate result of CITY's actions, HOWELL has been harmed in that HOWELL

1 has suffered and will suffer loss of wages, salary, benefits and certain other incidental and  
2 consequential economic damages and losses which HOWELL would have received had HOWELL  
3 not been discriminated against in the workplace. As a result of such discrimination and consequent  
4 harm, HOWELL has suffered such damages in an amount according to proof at trial.

5 27. As a direct and proximate result of CITY's actions, as described above, HOWELL has  
6 become mentally upset, distressed and aggravated and has received mental injury all to his  
7 damages in a sum according to proof at trial.

8 THIRD CAUSE OF ACTION

9 **(Defamation Against Defendants BARREIROS, GOWAN & ST. BERNARD)**

10 28. Plaintiff realleges and incorporates by reference paragraphs 1 through 12 of the General  
11 Allegations, paragraphs 14 through 21 of the First Cause of Action and paragraphs 23 through 27  
12 of the Second Cause of Action as though fully set forth herein.

13 29. On or about May 6, 2013 and July 2, 2013, and for the time therein before and therein  
14 after, Defendants BARREIROS, GOWAN & ST. BERNARD published oral/written material to  
15 third parties including CITY management which contained derogatory and defamatory remarks  
16 about HOWELL, charging that HOWELL had threatened them, that Plaintiff had created a hostile  
17 work environment and that they feared for their physical well-being around HOWELL. These  
18 accusations are unfounded, untrue and defamatory and were maliciously made to create a reason to  
19 terminate HOWELL. Defendants, and each of them, made the defamatory statements about  
20 HOWELL due to their feelings of ill-will caused by work-related conflicts. At all relevant times,  
21 Defendants, and each of them, were acting in the course and scope of their employment when they  
22 made the defamatory statements about HOWELL. HOWELL is informed and believes and thereon  
23 alleges that due to their ongoing work-related conflicts, Defendants, and each of them, wanted to  
24 hurt HOWELL professionally and they did so by concocting threats from HOWELL that did not  
25 happen.

26 30. The entire oral/written material/publication and scandalous, defamatory remarks which  
27 were made by Defendants, and each of them, of and concerning HOWELL, naming HOWELL and  
28 understood by the third party readers of said publication as concerning HOWELL, are false as they

1 pertains to HOWELL. HOWELL did not engage in the conduct being alleged by Defendants, and  
2 each of them.

3 31. As a direct proximate result of the above-described publication, has suffered special  
4 damages including, but not limited to, injury to HOWELL's trade, profession or occupation, loss of  
5 his reputation, shame and mortification, all to his general damage according to proof at the time of  
6 trial. Because of the circulation of defamatory remarks by Defendants, and each of them, to other  
7 persons unknown to HOWELL, HOWELL's chances of becoming gainfully employed, particularly  
8 in the economic development industry where HOWELL is experienced and skilled, have been  
9 severely damaged all to HOWELL's general damage in a sum according to proof at the time of  
10 trial.

11 FOURTH CAUSE OF ACTION

12 **(Conspiracy Against Defendants BARREIROS, GOWAN & ST. BERNARD)**

13 32. Plaintiff realleges and incorporates by reference paragraphs 1 through 12 of the General  
14 Allegations, paragraphs 14 through 21 of the First Cause of Action, paragraphs 23 through 27 of  
15 the Second Cause of Action and paragraphs 29 through 31 of the Third Cause of Action as though  
16 fully set forth herein.

17 33. As alleged above, Defendants, and each of them, agreed and knowingly and willfully  
18 conspired between themselves to deprive HOWELL of his employment with the CITY.

19 34. Pursuant to the conspiracy, Defendants, and each of them, made representations to  
20 CITY management that HOWELL acted in a threatening manner towards them. Defendants, and  
21 each of them, knew that such accusations would lead to the termination of HOWELL since he was  
22 still in the probationary stage of his employment with CITY.

23 35. As a direct proximate result of the above-described conspiracy, HOWELL has suffered  
24 special damages including, but not limited to, injury to HOWELL's trade, profession or  
25 occupation, loss of his reputation, shame and mortification, all to his general damage according to  
26 proof at the time of trial. Because of the circulation of defamatory remarks by Defendants, and  
27 each of them, to other persons unknown to HOWELL, HOWELL's chances of becoming gainfully  
28 employed, particularly in the economic development industry where HOWELL is experienced and

1 skilled, have been severely damaged all to HOWELL's general damage in a sum according to proof  
2 at the time of trial.

3 WHEREFORE, HOWELL demands judgment from Defendants for:

- 4 1. General damages according to proof at trial;
- 5 2. Special damages for financial loss according to proof at trial;
- 6 3. Costs of suit herein;
- 7 4. For reasonable attorney fees according to proof at trial; and
- 8 5. Such other and further relief as this court may deem just and proper.

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10 DATED: December 10, 2013

THOMPSON LAW, APC.

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EUGENE S. THOMPSON, ESQ.  
Attorneys for Plaintiff  
TREVOR R. HOWELL

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