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GRANT NAPEAR

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

GRANT NAPEAR,

Plaintiff,

vs.

BONNEVILLE INTERNATIONAL
CORPORATION, a Utah corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.

COMPLAINT FOR DAMAGES:

- 1. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
- 2. DISCRIMINATION IN VIOLATION OF THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT;**
- 3. RETALIATION IN VIOLATION OF THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT;**
- 4. RETALIATION IN VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 1101 AND 1102**

JURY TRIAL DEMANDED

COMPLAINT FOR DAMAGES

JURISDICTION

1
2 1. The United States District Court has original jurisdiction over this matter pursuant
3 to 28 U.S.C. section 1332(a)(1)(“diversity jurisdiction”) because there exists complete diversity
4 between the parties, and the amount in controversy exceeds \$75,000.00. Specifically, Plaintiff
5 GRANT NAPEAR alleges the following facts:
6

7 a. At all relevant times, Plaintiff GRANT NAPEAR was a citizen of the State of
8 California and s a resident of Sacramento County, California.

9 b. Defendant BONNEVILLE INTERNATIONAL CORPORATION is a Utah
10 corporation with its principal place of business in Salt Lake City, Utah. At all relevant times,
11 Defendant BONNEVILLE INTERNATIONAL CORPORATION employed Plaintiff GRANT
12 NAPEAR in Sacramento, California.
13

14 c. Plaintiff’s damages (including lost and future wages, emotional distress damages,
15 and punitive damages) and reasonable attorney’s fees in this matter exceed \$75,000.00, exclusive
16 of interest and costs.
17

18 2. Venue in the United States District Court for the Eastern District of California is
19 proper because the injuries to Plaintiff occurred within the County of Sacramento.

20 3. Within the time provided by law, Plaintiff GRANT NAPEAR filed a complaint
21 with the California Department of Fair Employment and Housing (DFEH Matter No. 202110-
22 15078714) and received a Right-to-Sue letter dated October 14, 2021.
23

24 4. The true names and capacities of the Defendants, DOES 1 through 50, whether
25 individual, corporate, associate or otherwise, are unknown to Plaintiff at the time of filing this
26 Complaint and Plaintiff, therefore, sues said Defendants by such fictitious names and will ask
27 leave of Court to amend this Complaint to show their true names or capacities when the same
28

1 have been ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
2 DOE Defendants is, in some manner, responsible for the events and happenings herein set forth
3 and proximately caused injury and damages to the Plaintiff as herein alleged.
4

5 5. Plaintiff is informed and believes, and thereupon alleges, that at all times herein
6 mentioned, each of the Defendants was the agent, employee, servant, co-venturer, and/or
7 employee of each of the other Defendants and was at all times herein mentioned acting within
8 the scope of said agency, venture, and/or employment and with actual or ostensible authority
9 and/or agency and that each of the Defendants ratified the actions and/or conduct of the others.
10

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

12 6. GRANT NAPEAR has been a practicing member of the Unitarian Universalist
13 Church (“Unitarian Church”) his entire life. As a child growing up in New York, his family
14 attended the Unitarian Universalist Church located at 40 East 35th Street, in New York, New
15 York, where his father was an active and prominent member of the congregation. In fact, Plaintiff
16 GRANT NAPEAR’s middle name is Harrington, in recognition of the contributions made by
17 Reverend Donald Harrington who was appointed the minister of the Community Church of the
18 New York Unitarian Universalist in New York City in 1944.
19

20 7. As a devout member, Plaintiff GRANT NAPEAR has embraced and followed the
21 seven (7) Principles of the Unitarian Church which are as follows:
22

- 23 i. The inherent worth and dignity of every person;
24 ii. Justice, equity and compassion in human relations;
25 iii. Acceptance of one another and encouragement to spiritual growth in our
26 congregations;
27 iv. A free and responsible search for truth and meaning;
28

1 v. The right of conscience and the use of the democratic process within our
2 congregations and in society at large;

3 vi. The goal of world community with peace, liberty and justice for all;

4 vii. Respect for the interdependent web of all existence of which we are a part.

5 8. In 1981, Plaintiff GRANT NAPEAR graduated from Bowling Green State
6 University with a Bachelor of Arts degree in Broadcast Journalism.

7
8 9. In July of 1987, Plaintiff GRANT NAPEAR was hired by the Sacramento local
9 television station commonly known as Channel 31 to work as the Sports Director and to anchor
10 the sports segment of the daily news broadcast, Monday through Friday.

11 10. In 1988, Plaintiff GRANT NAPEAR's job duties with Channel 31 were expanded
12 and he became the television play-by-play announcer for all televised basketball games played
13 by the Sacramento Kings, a part of the National Basketball Association.

14
15 11. In 1995, representatives from KHTK offered Plaintiff GRANT NAPEAR a new
16 position as an on-air talk show host for a sports radio talk show. Plaintiff GRANT NAPEAR
17 accepted the offer and created a radio talk show which began to air regionally throughout
18 Sacramento and the surrounding area from 4:00 p.m. until 7:00 p.m., Monday through Friday.

19
20 12. As part of his compensation for working as a radio talk show host, KHTK paid
21 Plaintiff GRANT NAPEAR an annual salary. In addition to his salary, KHTK also paid Plaintiff
22 GRANT NAPEAR compensation based upon advertising revenue paid by businesses to advertise
23 during his sport broadcast.

24
25 13. Within 1-2 years after starting his radio show, Plaintiff GRANT NAPEAR's radio
26 program became the number one talk show host in his market share.

1 14. Each year, beginning in 1995 until approximately 2018, KHTK offered Plaintiff
2 GRANT NAPEAR an annual employment contract in connection with his radio show which
3 aired daily, from 4:00 p.m. to 7:00 p.m., Monday through Friday.
4

5 15. At no time from 1995 through 2018 was Plaintiff GRANT NAPEAR ever
6 subjected to any formal or informal discipline or suspension for any reason by KHTK.

7 16. On or about September 21, 2018, Defendant BONNEVILLE INTERNATIONAL
8 CORPORATION purchased KHTK.

9 17. In 2019, Defendant BONNEVILLE INTERNATIONAL CORPORATION
10 renewed Plaintiff GRANT NAPEAR's Employment Contract for his 26th consecutive year as
11 the host of the GRANT NAPEAR SHOW WITH DOUG CHRISTIE. The term of the
12 Employment Contract was from August 1, 2019 through July 31, 2020.
13

14 18. Pursuant to his Employment Contract, Plaintiff GRANT NAPEAR's job was to
15 provide services as an On-Air Talent for KHTK-AM.
16

17 19. Plaintiff GRANT NAPEAR's Employment Contract obligated him to perform his
18 duties loyally and conscientiously at all times and to discharge all responsibilities and obligations
19 required of him to the best of his ability and experience and consistent with the highest standards
20 broadcast/media industry. Plaintiff GRANT NAPEAR agreed to faithfully adhere to and execute
21 all lawful policies established from time to time by Defendant BONNEVILLE
22 INTERNATIONAL CORPORATION, including without limitation the Company's policies
23 concerning equal employment opportunity and/or prohibiting of harassment and discrimination.
24

25 20. During his employment with Defendant BONNEVILLE INTERNATIONAL
26 CORPORATION, Plaintiff GRANT NAPEAR never violated any policies concerning equal
27 employment opportunity and/or prohibiting harassment and discrimination. Plaintiff GRANT
28

1 NAPEAR never was subject to any formal or informal discipline due to accusations of
2 misconduct arising from allegations of alleged harassment or discrimination, or any other form
3 of alleged immoral misconduct.

4
5 21. Pursuant to the terms of the Employment Contract with Defendant
6 BONNEVILLE INTERNATIONAL CORPORATION, Plaintiff GRANT NAPEAR agreed that
7 he would refrain from any offense or distasteful remarks or conduct, the broadcast of which
8 would not be in the public interest or could jeopardize the Company's federal license to operate
9 KHTK. Plaintiff GRANT NAPEAR also agreed to faithfully comply to the best of his ability
10 with all of the Company's directives relating to on-air material and the manner of delivering or
11 using on air material. Finally, Plaintiff GRANT NAPEAR agreed to act in conformity with the
12 public conventions and morals and not commit any act or do anything that would be an offense
13 involving moral turpitude under federal, state, or local law or which might bring either himself
14 or the Company into public disrepute, contempt, scandal, scorn, or ridicule or otherwise injure
15 the Company.
16

17
18 22. Notably, Defendant BONNEVILLE INTERNATIONAL CORPORATION never
19 furnished Plaintiff GRANT NAPEAR with any directives concerning on-air material or the
20 manner in which he delivered or used on-air material.

21
22 23. Plaintiff GRANT NAPEAR accepted Defendant BONNEVILLE
23 INTERNATIONAL CORPORATION's renewed Employment Contract and worked his 26th
24 consecutive year on the GRANT NAPEAR SHOW WITH DOUG CHRISTIE starting August 1,
25 2019. His Employment Contract was scheduled to expire on July 31, 2020, unless renewed.
26
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1 24. In May of 2020, Defendant BONNEVILLE INTERNATIONAL
2 CORPORATION notified Plaintiff GRANT NAPEAR of the Company's intention to renew
3 Plaintiff GRANT NAPEAR's Employment Contract for the succeeding year: 2020-2021.

4 25. Over the course of his 26-year broadcasting career, Plaintiff GRANT NAPEAR
5 became a prominent member of the media industry. Plaintiff interviewed hundreds and hundreds
6 of professional and Hall of Fame athletes in nearly all professional sports including professional
7 basketball players Chris Webber, Michael Jordan, Charles Barkley, Shaquille O'Neal, DeMarcus
8 Cousins; professional football players Joe Montana, Jerry Rice, Ronnie Lott, Steve Young, Aaron
9 Rodgers; professional baseball players John Smoltz, Mark McGwire, Will Clark, Jose Canseco,
10 Steve Garvey as well as Major League managers including Dusty Baker, Tony La Russa and
11 Sparky Anderson. Plaintiff GRANT NAPEAR often was selected to work for ESPN in a
12 broadcast capacity and often substituted for a nationally known broadcaster, Jim Rome, on the
13 Jim Rome Show.

14 26. As recently as 2017, the National Academy of Television Arts & Sciences
15 awarded Plaintiff GRANT NAPEAR with a second Emmy Award for his broadcasting of the
16 Sacramento Kings basketball games.

17 27. Although his Employment Contract did not bar him from doing so, Plaintiff
18 GRANT NAPEAR believed that discussing religion or politics during a sports broadcast was
19 inappropriate on-air material and for that reason, always kept his religious and political beliefs
20 to himself.

21 28. During his broadcast career with KHTK, Plaintiff GRANT NAPEAR co-founded
22 the Future Foundation Sacramento, an organization created to provide volunteer mentoring and
23 scholarship funding to over 100 local students who were financially challenged, in support of
24

1 their college education. Plaintiff GRANT NAPEAR himself mentored five (5) local Sacramento
2 students who went on to graduate from college.

3 **SOCIAL MEDIA PUBLICATION ON MAY 31, 2020**

4
5 29. On the night of Sunday, May 31, 2020, Plaintiff GRANT NAPEAR was in the
6 privacy of his own home watching regional and national news broadcasts televising events
7 involving protests over the death of George Floyd in Minnesota.

8 30. At approximately 8:30 p.m., Plaintiff GRANT NAPEAR received a tweet from
9 DeMarcus Cousins, a former Sacramento Kings Basketball player who asked him one question:
10 “What’s your take on BLM?”
11

12 31. Notably, DeMarcus Cousins’ tweet was not an unambiguous expression that
13 “Black Lives Matter.” What’s more, he did not solicit Plaintiff GRANT NAPEAR’s support for
14 Black Lives Matter. On the contrary, DeMarcus Cousins only asked Plaintiff GRANT NAPEAR
15 for his opinion, *i.e.*, what do you think of “Black Lives Matter”?
16

17 32. Plaintiff GRANT NAPEAR responded as follows: “Hey!!! How are you?
18 Thought you forgot about me. Haven’t heard from you in years. ALL LIVES
19 MATTER...EVERY SINGLE ONE.”

20 33. Plaintiff GRANT NAPEAR’s response to Demarcus Cousin’s inquiry was merely
21 an expression of Plaintiff’s opinion with regards to the sanctity of all lives and could not, by any
22 reasonable interpretation, be construed as a rejection, rebuke or repudiation of the belief that the
23 lives of Black people matter.
24

25 34. On Monday, June 1, 2020, Defendant BONNEVILLE INTERNATIONAL
26 CORPORATION’s representative, STEVE COTTINGIM, informed Plaintiff GRANT NAPEAR
27 that Plaintiff was suspended from his radio show.
28

1 35. Plaintiff GRANT NAPEAR asked for an opportunity to return to his radio show
2 and explain on the air that his tweet to DeMarcus Cousins was intended to be inclusive of Black
3 Lives Matter by the phrase “EVERY SINGLE ONE.” Defendant BONNEVILLE
4 INTERNATIONAL CORPORATION refused without any explanation or justification.
5

6 36. The next day, June 2, 2020, Defendant BONNEVILLE INTERNATIONAL
7 CORPORATION summarily fired Plaintiff GRANT NAPEAR, effective immediately, and
8 Plaintiff immediately was barred from the Company premises as if he were a criminal.
9

10 37. On June 3, 2020, Defendant BONNEVILLE INTERNATIONAL
11 CORPORATION informed the Plaintiff GRANT NAPEAR that his termination was “For Cause”
12 as defined by his Employment Contract at paragraph 6(c)(7), which states:

13 c. **Cause Defined.** For purposes of this Agreement, the term “Cause” shall be
14 defined as any of the following conduct by Employee, as determined by the
15 Company in its reasonable discretion:

16 vii. **Any act of material dishonesty, misconduct, or other conduct that
17 might discredit the goodwill, good name, or reputation of the Company.**

18 38. No one from Defendant BONNEVILLE INTERNATIONAL CORPORATION
19 ever informed Plaintiff GRANT NAPEAR whether he was terminated for “material dishonesty,”
20 “misconduct,” or “other conduct that might discredit the goodwill, good name or reputation of
21 the Company.” Moreover, no one told Plaintiff GRANT NAPEAR that his tweet to Demarcus
22 Cousins discredited the goodwill, good name or reputation of the Company.
23

24 39. Following his termination, Defendant BONNEVILLE INTERNATIONAL
25 CORPORAITON published on social media the following statement:

26 We were saddened by the comments Grant Napear recently made on Twitter.
27 While we appreciate Grant’s positive contributions to KHTK over the years, his
28 recent comments about the Black Lives Matter movement do not reflect the views
or values of Bonneville International Corporation. The timing of Grant’s tweet was

1 particularly insensitive. After reviewing the matter carefully, we have made the
2 difficult decision to part ways with Grant.

3 Bonneville's purpose is to build up, connect, inform and celebrate communities and
4 families. In the wake of George Floyd's tragic death and the events of the last
5 several days, it is crucial that we communicate the tremendous respect that we have
6 for the black community and any other groups or individuals who have cause to
7 feel marginalized. Bonneville remains committed to fostering calm and promoting
8 human dignity in the face of unrest. We plead to all to work together for peace and
9 mutual respect.

10 40. The reasonable and natural inference from Defendant BONNEVILLE
11 INTERNATIONAL CORPORATION's statement as shown above was that Plaintiff GRANT
12 NAPEAR was fired "for cause" because he is a racist and because he was "anti-BLM." The
13 statement "ALL LIVES MATTER EVERY SINGLE ONE" is, in fact, entirely non-racist,
14 factually true and inherently inoffensive. Moreover, Plaintiff's tweet regarding the sanctity of
15 all lives was a direct reflection and expression of Plaintiff GRANT NAPEAR's sincerely held
16 religious belief as a Unitarian Universalist that all lives matter.

17 41. Prior to May 31, 2020, Defendant BONNEVILLE INTERNATIONAL
18 CORPORATION never provided Plaintiff GRANT NAPEAR with any instruction or guidance,
19 as mandated by his Employment Contract, relative to his use of the phrase "ALL LIVES
20 MATTER EVERY SINGLE ONE."

21 42. Twitter, the internet-based social media platform Plaintiff GRANT NAPEAR
22 used to publish his tweet to DeMarcus Cousins, maintains and enforces strict rules and
23 regulations concerning content posted to its service. Twitter did not suspend or deactivate
24 Plaintiff GRANT NAPEAR's account due to his use of the phrase "ALL LIVES MATTER
25 EVERY SINGLE ONE."
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1 43. Plaintiff GRANT NAPEAR's termination was the subject of numerous national
2 stories in both print media and broadcast media. The stories which were broadcast directly
3 referenced Plaintiff GRANT NAPEAR, personally, and his use of the phrase "ALL LIVES
4 MATTER EVERY SINGLE ONE." In Sacramento, reports regarding Plaintiff GRANT
5 NAPEAR's termination were printed in the Sacramento Bee and broadcast on all the local
6 television and radio channels.

7
8 44. Bill Maher, on HBO's Real Time with Bill Maher, and Joe Rogan, the host of The
9 Joe Rogan Experience podcast, talked about Plaintiff GRANT NAPEAR's termination and the
10 apparent unfairness of Defendant BONNEVILLE INTERNATIONAL CORPORATION's hasty
11 decision.

12
13 45. Indeed, Plaintiff GRANT NAPEAR's termination has been held up in many
14 instances as an example of how the mere expression of protected speech, *i.e.*, an opinion or a
15 religious belief, can result in the termination of an employee from any career.

16
17 46. Plaintiff GRANT NAPEAR's expression of his opinion, as a member of the
18 Unitarian Universalist Church, that "ALL LIVES MATTER EVERY SINGLE ONE," was a true
19 and honest reflection and expression of Plaintiff's sincerely held religious beliefs as a member
20 of the Unitarian Church.

21
22 47. Plaintiff GRANT NAPEAR's opinion regarding the sanctity of all lives was not
23 an act of material dishonesty because his opinion did not involve such acts and statements as
24 lying, theft, making false entries on records and other actions showing a lack of truthfulness and
25 integrity.

26 48. Plaintiff GRANT NAPEAR's opinion regarding the sanctity of all lives was not
27 an act of misconduct. Defendant BONNEVILLE INTERNATIONAL CORPORATION never
28

1 provided Plaintiff GRANT NAPEAR with any guidance, restrictions or other instructions or
2 advice regarding how to respond to any questions regarding Black Lives Matter. The expression
3 of Plaintiff GRANT NAPEAR's opinion during off-duty hours was not a violation of any contract
4 term or provision.
5

6 49. Plaintiff GRANT NAPEAR alleges he was terminated because he is a Caucasian
7 male who published a phrase on social media that Defendant BONNEVILLE
8 INTERNATIONAL CORPORATION contends violated the Company's *ad hoc* (and
9 unpublished) policy supporting Black Lives Matter. In fact, Plaintiff's termination was a brazen,
10 unfair and wrong-headed act of discrimination and retaliation against Plaintiff GRANT
11 NAPEAR because of Plaintiff's Race, his Religion, his Gender, and his protected expression of
12 his personal political opinion.
13

14 50. Defendant BONNEVILLE INTERNATIONAL CORPORATION's decision to
15 falsely accuse Plaintiff GRANT NAPEAR of racist misconduct and publicly terminate his
16 employment on the grounds he engaged in "material dishonesty and/or misconduct which might
17 discredit the goodwill, good name or reputation of the Company" has completely and
18 permanently damaged Plaintiff GRANT NAPEAR's 26-year Emmy award winning career as a
19 sports broadcaster in particular, and also has had serious negative effects on Plaintiff's personal
20 life and his public reputation.
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FIRST CAUSE OF ACTION
(WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY)

51. As a first, separate, and distinct cause of action, Plaintiff GRANT NAPEAR complains about Defendant BONNEVILLE INTERNATIONAL CORPORATION and re-alleges all of the allegations in the Complaint, and incorporates them by reference into this cause of action as though fully set forth herein.

52. On or about June 2, 2020, Defendant BONNEVILLE INTERNATIONAL CORPORATION terminated Plaintiff GRANT NAPEAR in violation of the public policy set forth in the California Fair Employment and Housing Act, California Government Code section 12940, *et seq.*, California Labor Code sections 1101 and 1102.

53. Defendant BONNEVILLE INTERNATIONAL CORPORATION did the things hereinabove alleged, intentionally, oppressively, and maliciously with an evil and malevolent motive to injure Plaintiff. These acts, which resulted in Plaintiff's wrongful termination against public policy, were despicable, and ought not to be suffered by any member of the community.

54. As a direct, foreseeable and proximate result of Defendant's wrongful termination in violation of public policy, Plaintiff has suffered economic damages including back pay, front pay, equity, benefits and other compensation.

55. As a direct, foreseeable and proximate result of Defendant's unlawful actions, Plaintiff has suffered emotional distress, humiliation, shame and embarrassment, all to the Plaintiff's damage in an amount to be proven at the time of trial.

56. All actions of Defendant BONNEVILLE INTERNATIONAL CORPORATION, its employees and agents, and each of them as herein alleged, were known, ratified and approved by the officers or managing agents of Defendant BONNEVILLE INTERNATIONAL

CORPORATION. Therefore, Plaintiff is entitled to punitive or exemplary damages against Defendant BONNEVILLE INTERNATIONAL CORPORATION in an amount to be determined at the time of trial.

SECOND CAUSE OF ACTION
(DISCRIMINATION IN VIOLATION OF THE
CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT)

57. As a second, separate, and distinct cause of action, Plaintiff GRANT NAPEAR complains about Defendant BONNEVILLE INTERNATIONAL CORPORATION and re-alleges all of the allegations in the Complaint, and incorporates them by reference into this cause of action as though fully set forth herein.

58. At all times herein mentioned, California's Fair Employment and Housing Act ("FEHA"), California Government Code section 12940, *et seq.*, was in full force and effect and was fully binding upon Defendant BONNEVILLE INTERNATIONAL CORPORATION. Specifically, Government Code section 12940 prohibits an employer from discriminating against an employee on the basis of the employee's gender, race, religion, as well as other protected bases.

59. On or about June 2, 2020, Defendant BONNEVILLE INTERNATIONAL CORPORATION terminated Plaintiff GRANT NAPEAR in violation of California Government Code section 12940, *et seq.*, based on false and pretextual reasons. Plaintiff alleges that Defendant BONNEVILLE INTERNATIONAL CORPORATION's decision and to terminate Plaintiff's employment was substantially motivated by illegal animus based upon Plaintiff GRANT NAPEAR's Gender (male), Race (Caucasian) and Religion.

1 60. As a direct, foreseeable and proximate result of the Defendant's unlawful actions,
2 Plaintiff has suffered economic damages including back pay, front pay, equity, benefits and other
3 compensation.
4

5 61. As a direct, foreseeable and proximate result of Defendant's unlawful actions,
6 Plaintiff has suffered emotional distress, humiliation, shame and embarrassment, all to the
7 Plaintiff's damage in an amount to be proven at the time of trial.
8

9 62. All actions of Defendant BONNEVILLE INTERNATIONAL CORPORATION,
10 its employees and agents, and each of them as herein alleged, were known, ratified and approved
11 by the officers or managing agents of Defendant BONNEVILLE INTERNATIONAL
12 CORPORATION. Therefore, Plaintiff is entitled to punitive or exemplary damages against
13 Defendant BONNEVILLE INTERNATIONAL CORPORATION in an amount to be determined
14 at the time of trial.
15

16 **THIRD CAUSE OF ACTION**
17 **(RETALIATION IN VIOLATION OF THE**
18 **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT)**
19 **(Against All Defendants)**

20 63. As a third, separate, and distinct cause of action, Plaintiff GRANT NAPEAR
21 complains about Defendant BONNEVILLE INTERNATIONAL CORPORATION and re-
22 alleges all of the allegations in the Complaint, and incorporates them by reference into this cause
23 of action as though fully set forth herein.

24 64. At all times herein mentioned, California's Fair Employment and Housing Act
25 ("FEHA"), Government Code section 12940, *et seq.*, was in full force and effect and was fulling
26 binding upon Defendant BONNEVILLE INTERNATIONAL CORPORATION. Specifically,
27
28

1 Government Code section 12940 makes it an unlawful employment practice for an employer to
2 discriminate and/or retaliate against any person because the person has opposed any practices
3 forbidden by the FEHA, or because the person has engaged in activity protected by the FEHA.
4

5 65. During his employment with Defendant BONNEVILLE INTERNATIONAL
6 CORPORATION, Plaintiff GRANT NAPEAR engaged in conduct protected by the Fair
7 Employment and Housing Act by asserting his sincerely held religious belief that “ALL LIVES
8 MATTER EVERY SINGLE ONE,” as well as opposing other discriminatory, harassing and
9 retaliatory conduct in the workplace by Defendant BONNEVILLE INTERNATIONAL
10 CORPORATION.
11

12 66. In retaliation for his protected conduct, Defendant BONNEVILLE
13 INTERNATIONAL CORPORATION discriminated against Plaintiff GRANT NAPEAR
14 culminating in the wrongful termination of Plaintiff’s employment on June 2, 2020.
15

16 67. As a direct, foreseeable and proximate result of Defendant’s unlawful actions,
17 Plaintiff has suffered economic damages including back pay, front pay, equity, benefits and other
18 compensation.
19

20 68. As a direct, foreseeable and proximate result of Defendant’s unlawful actions,
21 Plaintiff has suffered emotional distress, humiliation, shame and embarrassment, all to the
22 Plaintiff’s damage in an amount to be proven at the time of trial.
23

24 69. All actions of Defendant BONNEVILLE INTERNATIONAL CORPORATION, its
25 employees and agents, and each of them as herein alleged, were known, ratified and approved by
26 the officers or managing agents of Defendant BONNEVILLE INTERNATIONAL
27 CORPORATION. Therefore, Plaintiff is entitled to punitive or exemplary damages against
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1 Defendant BONNEVILLE INTERNATIONAL CORPORATION in an amount to be determined
2 at the time of trial.

3 **FOURTH CAUSE OF ACTION**
4 **(RETALIATION IN VIOLATION**
5 **OF CALIFORNIA LABOR CODE SECTIONS 1101 AND 1102)**

6 70. As a fourth, separate, and distinct cause of action, Plaintiff GRANT NAPEAR
7 complains about Defendant BONNEVILLE INTERNATIONAL CORPORATION and re-
8 alleges all of the allegations in the Complaint, and incorporates them by reference into this cause
9 of action as though fully set forth herein.

10
11 71. In doing the things herein alleged, including the wrongful termination of Plaintiff
12 GRANT NAPEAR's employment and as otherwise to be proven at trial, Defendant
13 BONNEVILLE INTERNATIONAL CORPORATION violated Labor Code section 1101, which
14 provides that:

15
16 No employer shall make, adopt, or enforce any rule, regulation, or policy:

17 (a) Forbidding or preventing employees from engaging or participating in politics
18 or from becoming candidates for public office.

19 (b) Controlling or directing, or tending to control or direct the political activities
20 or affiliations of employees.

21 Additionally, Defendant BONNEVILLE INTERNATIONAL CORPORATION violated Labor
22 Code section 1101, which provides that:

23 No employer shall coerce or influence or attempt to coerce or influence his
24 employees through or by means of threat of discharge or loss of employment to
25 adopt or follow or refrain from adopting or following any particular course or line
of political action or political activity.

26 72. By retaliating against and terminating the employment of Plaintiff GRANT
27 NAPEAR for expressing that "ALL LIVES MATTER EVERY SINGLE ONE," Defendant
28

1 BONNEVILLE INTERNATIONAL CORPORATION violated Labor Code sections 1101 and
2 1102.

3 73. As a direct, foreseeable and proximate result of Defendant's unlawful actions,
4 Plaintiff has suffered economic damages including back pay, front pay, equity, benefits and other
5 compensation.
6

7 74. As a direct, foreseeable and proximate result of Defendant's unlawful actions,
8 Plaintiff has suffered emotional distress, humiliation, shame and embarrassment, all to the
9 Plaintiff's damage in an amount to be proven at the time of trial.
10

11 75. All actions of Defendant BONNEVILLE INTERNATIONAL CORPORATION, its
12 employees and agents, and each of them as herein alleged, were known, ratified and approved by
13 the officers or managing agents of Defendant BONNEVILLE INTERNATIONAL
14 CORPORATION. Therefore, Plaintiff is entitled to punitive or exemplary damages against
15 Defendant BONNEVILLE INTERNATIONAL CORPORATION in an amount to be determined
16 at the time of trial.
17

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff GRANT NAPEAR prays for judgment against Defendant
20 BONNEVILLE INTERNATIONAL CORPORATION as follows:
21

- 22 1. For money judgment for mental pain, anguish and emotional distress, according
23 to proof;
24
25 2. For a money judgment representing compensatory damages including lost past
26 and future wages and all other sums of money, including employment benefits,
27
28

1 together with interest on said amounts, and any other economic injury to Plaintiff,
2 according to proof;

- 3 3. For an award of punitive and/or exemplary damages against Defendant
4 BONNEVILLE INTERNATIONAL CORPORATION;
5
6 4. For costs of suit, including an award of attorney's fees pursuant to California
7 Government Code section 12940, *et seq.* and/or any applicable statutory basis;
8
9 5. For prejudgment interest, according to statute;
10 6. For any other relief that is just and proper.

11 **JURY TRIAL DEMANDED**

12 Plaintiff GRANT NAPEAR demands a trial of all issues by jury.

13 DATED: October 21, 2021

RUGGLES LAW FIRM

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15 By: /s/ Matthew J. Ruggles
16 MATTHEW J. RUGGLES
17 Attorney for Plaintiff
18 GRANT NAPEAR
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