

VERDICTS & SETTLEMENTS

THURSDAY, JULY 31, 2003

EMPLOYMENT LAW

Wrongful Termination

California Family Rights Act

VERDICT: \$1,450,000

RESULT DATE: July 31, 2003

03-JV_1127

CASE/NUMBER: *Klaus Wang v. Sony*
(BC220918)

JUDGE:

Hon. Ricardo A. Torres
L.A. Superior Central

ATTORNEY:

Plaintiff — Charles T. Mathews,
Jeffrey A. Rager (**Mathews & Rager, LLP,**
Pasadena).
Defendant — Richard Marquez, Jeremy A.
Roth (Littler Mendelson, P.C., San Diego).

FACTS:

The plaintiff had been employed at Sony for over 14 years as a technician. In August 1999, the plaintiff informed his supervisors that he was having back problems and that he was facing back surgery because he felt that he could not work in his current position. As a result, the plaintiff exercised his right to take leave under the California Family Rights Act (CFRA) on Sep. 20, 1999. On Sep. 16, 1999, the defendant recommended his termination. On Nov. 8, 1999, the plaintiff was released to return to work. Upon his return to work, he was terminated. The plaintiff was 54 years old at the time of his termination and had he worked for three more months, he would

have vested in medical benefits until the age of 65.

CONTENTIONS:

The plaintiff contended that the defendant retaliated against him for taking medical leave in violation of CFRA. The defendant contended that the plaintiff's poor performance, namely customer returns, was well documented and that they had recommended his termination prior to the plaintiff taking medical leave.

JURY TRIAL:

Length, seven days; Poll, 10-2 (Sony's affirmative defense that plaintiff would have been terminated even had he not taken medical leave); Deliberation, one day

SETTLEMENT DISCUSSIONS:

The plaintiff demanded \$600,000; the defendant offered \$76,000.

OTHER INFORMATION:

The case was originally dismissed via demurrer and summary judgment. The plaintiff appealed and the Court of Appeal reversed as to the granting of the demurrer as to the plaintiff's claim of retaliation in violation of CFRA. After the jury's initial verdict in favor of the plaintiff, the case was settled on confidential terms before any amount of punitive damages was determined, if any, and in lieu of any appeals.