

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

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Jul-09-2014 02:01 pm

Case Number: CGC-14-540444

Filing Date: Jul-09-2014 01:58 pm

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COMPLAINT

PETER H. TAYLOR VS. TWITTER INC., A DELAWARE CORPORATION et al

001C04545222

Instructions:

Please place this sheet on top of the document to be scanned.

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6 Attorneys for Plaintiff
7 Peter H. Taylor

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 IN AND FOR THE COUNTY OF SAN FRANCISCO
10 UNLIMITED JURISDICTION

11 PETER H. TAYLOR, an individual,
12 Plaintiff,

13 v.

14 TWITTER, INC., a Delaware Corporation,
15 DOES 1 through 10, inclusive,
16 Defendants.

CASE NO. CGC - 14 - 540444

COMPLAINT FOR DAMAGES

1. Age Discrimination
2. Disability Discrimination
3. Wrongful Termination in Violation of Public Policy

17
18 Plaintiff alleges as follows:

BY FAX

19 PARTIES

20 1. Defendant Twitter, Inc. ("Twitter") is a corporation organized and existing under the
21 laws of the State of Delaware, with its principal place of business in San Francisco, California.
22 Twitter has thousands of employees.

23 2. The true names and capacities of defendants named as Doe 1 through Doe 10,
24 inclusive, are presently unknown to plaintiff. Plaintiff will amend this complaint to set forth the
25 true names and capacities of these fictitious defendants when they are ascertained.

26 //

27 //

SUMMONS ISSUED
FILED
Superior Court of California
County of San Francisco

JUL - 9 2014

CLERK OF THE COURT

BY: [Signature] Deputy Clerk

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FIRST CAUSE OF ACTION

(Wrongful Termination/Age Discrimination)

3. Plaintiff realleges and incorporates by reference the allegations of paragraphs 1 and 2.

4. In January 2011, defendants employed plaintiff as the Manager of Data Center Deployment. Plaintiff's responsibilities included managing the expansion and the critical operations of defendants' data centers. His compensation included a salary and substantial stock options.

5. Plaintiff performed his job responsibilities in an exemplary manner. He saved defendants over 10 million dollars in the expansions of the data centers. He was on defendants' critical talent list, and he received 20,000 Restricted Stock Units ("RSU's") as a reward for his performance. Defendants evaluated plaintiff's performance as meeting or exceeding expectations throughout his employment.

6. On September 23, 2013, defendants terminated plaintiff's employment because of his age, as indicated by the following circumstances, among others: Plaintiff was 57 years old when he was terminated. He had performed and was performing his responsibilities in an exemplary manner. He received the RSU's just six months before his termination, and he received a meets-expectation evaluation just six weeks before his termination. He was terminated without warning, without notice, without explanation, and without an opportunity to discuss any concerns defendants might have. Plaintiff's supervisor made at least one critical remark about plaintiff's age. The persons defendants employ in positions similar to plaintiff's position are all substantially younger than plaintiff. Defendants replaced plaintiff with several employees in their 20's and 30's.

7. Defendants' termination of plaintiff's employment constitutes unlawful age discrimination in violation of the California Fair Employment and Housing Act ("FEHA").

8. On or about May 12, 2014, plaintiff filed with the California Department of Fair Employment and Housing ("DFEH") a complaint charging defendants with age discrimination in violation of the FEHA that included the wrongful termination of plaintiff's employment. On

1 May 16, 2014, DFEH issued plaintiff a right to sue letter.

2 9. Plaintiff suffered damages as a result of defendants' wrongful termination of his
3 employment. These damages include lost salary and substantial lost stock options, as well as
4 severe emotional and physical distress. The amount of these damages has not yet been
5 ascertained, but it far exceeds the jurisdictional limit of this court.

6 10. Defendant's wrongful termination of plaintiff was despicable conduct carried on by
7 defendants with a conscious disregard of plaintiff's rights. Defendants knew that their
8 termination of plaintiff would violate plaintiff's rights under the FEHA, but they terminated him
9 anyway.

10 **SECOND CAUSE OF ACTION**

11 **(Wrongful Termination/Disability Discrimination)**

12 11. Plaintiff realleges and incorporates by reference the allegations of paragraphs 1, 2, 4,
13 5, and 8 through 10.

14 12. Prior to April 2013, plaintiff and defendants agreed that defendants' data centers and
15 plaintiff's responsibilities had grown to the point that those responsibilities could no longer be
16 performed by one person and that defendants needed to assign additional persons to help plaintiff
17 with his responsibilities at the data center.

18 13. In April 2013, plaintiff fell ill. He was diagnosed with kidney stones. Plaintiff had
19 surgery to remove his kidney stones in May and August 2013 and visited his doctor a number of
20 times before and after his surgeries. Plaintiff scheduled his surgeries and doctor visits so that he
21 still worked full time for defendants, but he spent less time on that work than he normally did as
22 a result of these surgeries and visits.

23 14. Plaintiff's kidney stones were a physical disability under the California Fair
24 Employment and Housing Act ("FEHA"). They are a condition that affected his genitourinary
25 system and that made the performance of his work for defendants more difficult.

26 15. Plaintiff told defendants about his physical disability and requested that defendants
27 assign additional persons to help him with his responsibilities at the data center.
28

1 16. Defendants failed to engage in a timely, good faith interactive process with plaintiff
2 to determine an effective reasonable accommodation for plaintiff's physical disability.
3

4 17. Defendants also failed and refused to accommodate plaintiff's physical disability.
5 They did not assign the additional persons that defendants agreed were necessary to help plaintiff
6 with his responsibilities at the data center. Instead, they assigned plaintiff additional work and
7 demanded that he complete that work, as well as his other responsibilities, while he was disabled.

8 18. On September 23, 2013, defendants terminated plaintiff's employment because of his
9 physical disability. They sought to justify the termination on the ground that plaintiff had not
10 properly completed the additional work they assigned him. This additional work would have
11 been performed if defendants had accommodated plaintiff's disability by assigning the additional
12 persons that they agreed were necessary to help plaintiff with his responsibilities at the data
13 center. Also, plaintiff could have completed the additional work if he were not disabled.
14 Plaintiff was terminated without warning, without notice, without explanation, and without an
15 opportunity to discuss any concerns defendants might have. Defendants replaced plaintiff with
16 several employees shortly after his termination.

17 19. Defendants' failure to engage in an interactive process regarding an accommodation,
18 failure to accommodate plaintiff's disability, and termination of plaintiff's employment
19 constitute unlawful disability discrimination in violation of the California Fair Employment and
20 Housing Act ("FEHA").

21 20. On or about May 12, 2014, plaintiff filed with DFEH a complaint charging
22 defendants with disability discrimination in violation of the FEHA that included the denial of a
23 good faith interactive process, the denial of a reasonable accommodation, and the wrongful
24 termination of plaintiff's employment. On May 16, 2014, DFEH issued plaintiff a right to sue
25 letter.

26 **THIRD CAUSE OF ACTION**

27 **(Wrongful Termination in Violation of Public Policy)**

28 21. Plaintiffs reallege and incorporate by reference the allegations of paragraphs 1, 2, 4

1 through 7, 9, 10, and 12 through 19.

2 22. Defendants' wrongful termination of plaintiff's employment violated the public policy
3 embodied in the FEHA.

4 WHEREFORE, plaintiffs pray for judgment against defendants as follows:

- 5 1. For damages according to proof;
6 2. For prejudgment interest according to proof;
7 3. For punitive and exemplary damages;
8 4. For reasonable attorney's fees incurred in this action;
9 5. For cost of suit incurred in this action; and
10 6. For such other and further relief as the court may deem just and proper.

11 Dated: July 8, 2014

12 LAW OFFICES OF CARL LIPPENBERGER

13
14 by Carl Lippenberger
15 Carl Lippenberger
16 Attorney for Plaintiff
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SUMMONS
(CITACION JUDICIAL)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

TWITTER, INC., a Delaware Corporation, and DOES 1 through 10, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Peter H. Taylor, an individual

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desear el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

CASE NUMBER
(Número de caso)

Superior Court of the State of California, County of San Francisco
400 McAllister Street, San Francisco, CA 94102

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Carl Lippenberger, 591 Redwood Highway, Suite 2375, Mill Valley, CA 94941; 415-389-8900

DATE: JUL - 9 2014
(Fecha)

Clerk, by
(*Secretario*)

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

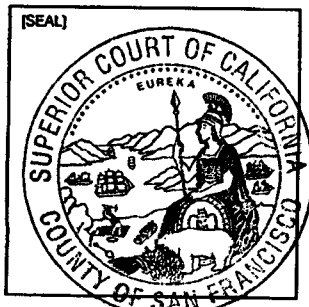
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☐ by personal delivery on (date):

BY FAX



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Carl Lippenberger (SBN 66606) Shelterpoint Business Center 591 Redwood Highway, Suite 2375 Mill Valley, CA 94941 TELEPHONE NO.: 415-389-8900 FAX NO.: 415-381-4301 ATTORNEY FOR (Name): Plaintiff		FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; letter-spacing: 0.5em;">FILED</div> Superior Court of California County of San Francisco <div style="font-size: 1.2em;">JUL - 9 2014</div> CLERK OF THE COURT BY: <u><i>[Signature]</i></u> Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME:		CASE NAME: Taylor v. Twitter, Inc.	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: <div style="font-size: 1.5em; font-weight: bold;">CGC - 14 - 540444</div>	
		JUDGE: DEPT:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other P/PI/D/W/D (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/PI/D/W/D (23) Non-P/PI/D/W/D (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/PI/D/W/D tort (35) Employment <input checked="" type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|

3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): **Three**

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: **July 8, 2014**

Carl Lippenberger

(TYPE OR PRINT NAME)

Carl Lippenberger
 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

BY FAX

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.