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10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF SACRAMENTO — GORDON D. SCHABER COURTHOUSE
13

14 Sean Doherty,

15 Plaintiff,

16 vs.

17 California State Assembly;
18 Assembly Rules Committee;
19 State of California;
20 Devon Mathis;
21 Tosha Cherry;
22 Elizabeth Foster; and
23 DOES 1 through 25, inclusive;

24 Defendants.

Case No.:

Complaint for Damages

1. Termination in Violation of Public Policy
2. Intentional Infliction of Emotion Distress
3. Negligent Infliction of Emotional Distress
4. Breach of Contract

BY FAX

25 On information and belief, Plaintiff Sean Doherty alleges as follows:

26 1. To help cure dysfunction in his office, Assemblyman Devon Mathis lured Plaintiff Sean
27 Doherty away from his more lucrative consulting practice with the promise of long-term
28 employment. Doherty realized that the dysfunctions ran all the way to top. Fixing the problems in
Mathis' office required that Doherty prevent Mathis from misusing state resources, engaging in
sexual harassment, and other improper, inappropriate, and illegal behavior. Mathis pushed back
against this effort, retaliated against Doherty, and broke his promise by terminating Doherty's

1 employment.

2 PARTIES

3 2. Plaintiff **Sean Doherty** is an individual residing in the County of Sacramento, State of
4 California. At all relevant times, Doherty was employed by Assemblyman Devon Mathis and the
5 California State Assembly, Assembly Rules Committee in Sacramento County.

6 3. Defendant **California State Assembly** is a legislative body of Defendant **State of**
7 **California** and lower house of the California State Legislature. Defendant **Assembly Rules**
8 **Committee** is an Assembly sub-committee charged with oversight and management of the
9 Assembly as a whole. For the purpose of this Complaint, these entities are one and the same, and
10 unless context suggests otherwise, a reference to one is a reference to the others.

11 4. Defendant **Devon Mathis** is an individual residing in Sacramento and Tulare Counties.
12 Mathis is an elected member of the California State Assembly from the 26th District, which
13 includes most of Tulare County, all of Inyo County, and a small portion of Kern County. Mathis
14 is sued individually and in his official capacity as a Member of the Assembly.

15 5. Defendant **Tosha Cherry** is an individual residing in Yolo County. She is the Human
16 Resources Director for the California State Assembly, and as such, she does business in
17 Sacramento County. Cherry is sued in her individual and official capacities.

18 6. Defendant **Elizabeth "Liz" Foster** is an individual residing in Sacramento County. She
19 is a Human Resources Consultant for the California State Assembly. Foster is sued in her
20 individual and official capacities.

21 7. The true names of Defendant DOES 1 through 25, inclusive, are unknown to Plaintiff,
22 who therefore brings this action against DOES 1 through 25, inclusive, by such fictitious names
23 and will seek leave of Court to show their true names, identities, and capacities when they have
24 been ascertained.
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1 8. Except as otherwise alleged, Plaintiff is informed and believes that all defendants and/or
2 their employees and agents were each other's agents and were, at all relevant times, acting in the
3 course of their agency relationship.

4 **JURISDICTION AND VENUE**

5 9. This action arises out of Plaintiff's employment with the California State Assembly.

6 10. On November 7, 2017, Doherty filed an administrative claim with the State's Department
7 of General Services for the claims described herein. DGS subsequently denied his claim so he
8 could initiate legal action to resolve the complex issues he presented. The DGS rejection was
9 dated December 21, 2017 and this action is timely filed within six months of that date.

10 11. The Sacramento County Superior Court is the proper venue because the acts complained
11 of which are the subject of this Complaint, have all occurred or will all occur in the County of
12 Sacramento, State of California.

13 12. The Sacramento County Superior Court is the proper venue because all Defendants are
14 located and/or do business in the County of Sacramento.

15 13. Venue against the State of California and/or its officers is proper in the County of
16 Sacramento.

17 14. The relief sought is within the jurisdiction of this Court.

18 **SUMMARY**

19 15. Assemblyman Devon Mathis (R-Visalia) was elected to the State Assembly from the 26th
20 Assembly District in November 2014. He received 53 percent of the general election vote in his
21 campaign to replace former Assemblywoman Connie Conway, who left office due to term limits.

22 16. In the 26th Assembly District, Republican voters comprise approximately 42 percent of
23 the registered voters, and the district is considered a "safe" Republican seat. However, under the
24 state's top-two primary system, capitol pundits anticipated that Mathis would face a difficult
25 reelection in 2016 due to a primary challenge and the real possibility of facing-off against another
26 Republican in the general election.
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1 17. Mathis' potential election difficulties stemmed from his growing reputation that he was
2 disorganized, had womanizing problems, and drank too much. His office was seen as ineffective.

3 18. Doherty had previously worked for the State Assembly and has more than thirty years of
4 government experience at the state and federal level. In or around April 2015, Mathis hired Sean
5 Doherty to improve his operation. Mathis lured Doherty away from his more lucrative consulting
6 practice with the promise of long-term employment and the expectation that Doherty's right to a
7 pension and lifetime health insurance, based largely on Doherty's prior Assembly employment,
8 would vest just a few years into his service with Assemblyman Mathis.

9 19. After joining Mathis' office, Doherty learned that Mathis' problems extended beyond his
10 alcoholism. During his tenure with Assemblyman Mathis, Doherty observed or learned of
11 Mathis' inappropriate relationships with staff, allegations and incidents of sexual harassment and
12 assault, discrimination against female employees, and misuse of state resources.

13 20. On at least four separate occasions, Doherty sought assistance from the Assembly Rules
14 Committee in his attempts to reign in Mathis' improper behavior. He specifically sought
15 assistance from Human Resources Director Tosha Cherry and Human Resources Consultant
16 Elizabeth "Liz" Foster. They did not help. Instead, Cherry and Foster told Doherty to solve
17 these problems on his own and recommended that Doherty advise Mathis to seek counseling for
18 the PTSD that resulted from his military service. Doherty was concerned that such a
19 recommendation, coming from him, would exacerbate Mathis' problems.
20

21 21. As directed by Human Resources and without their assistance, Doherty attempted to
22 reign-in Mathis' improper activities but was unsuccessful. Doherty is informed and believes that
23 either Cherry, Foster, or Debra Gravert, the Assembly's Chief Administrative Officer informed
24 Mathis of Doherty's complaints. This hampered Doherty's efforts to improve Mathis' behavior,
25 created a hostile work environment, and resulted in the retaliation that ultimately led to
26 Doherty's wrongful termination.

27 22. As a result of the retaliation, hostile work environment, and subsequent termination,
28 Doherty has suffered economic and noneconomic damages.

1 23. Moreover, Defendants' conduct was despicable and done in conscious disregard of not
2 only Doherty's rights but also the rights of every Assembly employee affected by Mathis'
3 conduct. Cherry and Foster not only tolerated the harassment and discrimination but also served
4 to protect the perpetrator at the victims' expense. This conduct is so contemptible that it would
5 be looked down upon and despised by reasonable people and subjected Doherty and everyone
6 else Mathis affected to cruel and unjust hardship. In sum, this conduct describes the type of
7 malice, fraud, and oppression necessary to substantiate an award of punitive damages against the
8 individually named Defendants.

9 **EXAMPLES OF MATHIS' INAPPROPRIATE BEHAVIOR**

10 **A. Mathis behaved inappropriately and sexually harassed Assembly employees.**

11 24. Mathis attempted to maintain inappropriately close relationships with his staff, treating
12 them as friends and drinking-buddies, rather than subordinates.

13 25. One example of Mathis' inappropriate closeness was his insistence on living with Doherty
14 and Doherty's family. Mathis moved into Doherty's basement guest room / apartment in
15 February 2016 for what was supposed to be a two-month period. The reason was the fact that
16 Veterans Affairs (VA) was garnishing some of Mathis' disability benefits because Mathis did not
17 report income he received for two months' of active duty service in the California National
18 Guard. Mathis claimed that he needed help for those two months and could not afford to
19 maintain separate Sacramento lodging while the VA was garnishing his benefit. The two months
20 turned into close to nine months as Mathis remained in the Doherty home until the September
21 end of the 2016 session. Mathis was an unwelcome guest. He treated Doherty's wife like his
22 maid, did not contribute to household expenses for food; and made Doherty's daughters
23 uncomfortable. He was not allowed to return when the Assembly reconvened the following
24 January, but by that time, Mathis seemed to have formed the belief that he was entitled to live
25 with his Chief of Staff, as if it was his right, and Doherty's refusal to continue that relationship
26 contributed to the break-down of their relationship.
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1 26. But Doherty was not the only Mathis staffer who that did not welcome Mathis'
2 inappropriate closeness. There were others who did not want to regularly spend evenings away
3 from their families and extra-curricular activities drinking with their alcoholic boss, who in
4 Doherty's case, was 15 years his junior. Over Doherty's objections, Mathis established a
5 permanent schedule for everyone on his staff to accompany him at evening events where most
6 attendees were drinking. There were no exceptions, even for staffers with families, who attended
7 night school, or did not drink and did not like being around alcohol.

8 27. Early in Doherty's tenure with Assemblyman Mathis, he attended an after-work
9 reception with Mathis and Justin Turner, Mathis' Legislative Director. At the event, Mathis was
10 very close with a Rules Committee employee. Too close. When they left, Doherty was driving
11 Mathis and Turner back to the Capitol, but Mathis offered to give the Rules Committee
12 employee a ride to her apartment. Upon dropping her off, Doherty observed Mathis and the
13 Rules Committee employee kissing. When Mathis returned to the vehicle, Doherty asked, "What
14 are you doing?" Mathis responded that he couldn't help it because "she came onto him."
15 Doherty reminded Mathis that he was married and that fraternization with Rules Committee
16 employees could create problems between Mathis and his colleagues as well as Rules Committee
17 administrators. While that contact appeared consensual, there were other incidents that were not.
18 Further, Mathis' assertion that the Rules Committee employee "came on to him," is typical of
19 Mathis' response to similar incidents where the contact was not welcomed.

20 28. At 2016's Cordial Caucus, the Scheduler for an Assembly Member approached Doherty
21 and informed him that Mathis was drunk and needed to be brought under control. She said
22 "[Mathis] needs to stop grabbing my ass; every time he's around, he's hitting on me."
23

24 29. Another Assembly staffer told Doherty about another incident between Mathis and
25 another Assembly Scheduler that took place at the 2016 Legislative Softball Game. A few days
26 after the game, Doherty asked the Scheduler if he could talk to her about what happened at the
27 game. She said that Mathis approached her and said that they could "get busy" after Doherty
28 left. The Scheduler did not welcome this advance and informed Doherty that if Mathis did it to

1 her, he must be doing it to others. Doherty is informed and believes that Mathis' belief that he
2 could "get busy" after Doherty left is consistent with Doherty's attempts to reign-in Mathis'
3 inappropriate conduct whenever he was present.

4 **B. Mathis sexually assaulted an Assembly employee.**

5 30. On Wednesday, April 27, 2016, Mathis insisted that Doherty accompany him for drinks
6 after work along with Justin Turner, Mathis' Legislative Director, and Turner's wife. Another
7 Scheduler accompanied them that evening.

8 31. At approximately 9:00 that evening, Doherty tried to leave, but Mathis insisted that he
9 stay. By 10:00, Doherty left and encouraged everyone else to do the same because an Assembly
10 session was scheduled for early the following morning.

11 32. Turner later told Doherty about the events that transpired after he left.

12 33. Sometime later, Mathis, Turner, Turner's wife, and the Scheduler returned to Turner's
13 condo where they continued drinking. The young Scheduler, under encouragement from Mathis,
14 drank more than she could handle and vomited before passing out. Turner's wife put her to bed
15 in their guest room.
16

17 34. A while later, Mathis excused himself to use the restroom. When he had not returned
18 after approximately 15 minutes, Turner's wife checked on him and found Mathis fondling the
19 Scheduler who he had partially undressed. The Scheduler woke up during the commotion and
20 asked, "Was he fingering me?"

21 35. Doherty confronted Mathis about this incident, and Mathis did not deny it. Instead,
22 Mathis told Doherty that "she wanted it."

23 36. Doherty attempted to contact the Scheduler to see if there was anything he could do. By
24 the time he reached her, she had left Assembly employment and expressed her desire for Doherty
25 to do nothing. She wanted to move on. Based on this discussion, Doherty is informed and
26 believes that she wanted to remain silent out of fear that she would be blacklisted from
27 employment opportunities relating to state government.
28

1 37. Turner eventually recanted the allegation. Around the same time, he received a raise and
2 promotion in Mathis' office. Mathis later justified the fact that Turner was paid more than a
3 female employee with comparable duties because Turner "had his back" with respect to the
4 April 27, 2016 incident.

5 **C. Mathis misused state resources.**

6 38. During his tenure as Mathis' Chief of Staff, Doherty reported one of Mathis' part-time
7 employees to the Rules Committee for taking an unauthorized vacation. The employee was one
8 of Mathis' college buddies and posted on social media reports about his cruise to Mexico and the
9 Caribbean. The Rules Committee docked the employee's pay for the time spent away from work.

10 39. Mathis intervened and informed the Rules Committee that the employee had been
11 working in the Visalia District Office even though Mathis knew that this assertion was false. The
12 Rules Committee, despite possessing evidence of the vacation, restored the employee's pay. The
13 employee in question was paid wages as if he was working and did not use accrued vacation time
14 for the trip.

15 **D. Mathis discriminated against female employees.**

16 40. Mathis' response to his college buddy's unauthorized vacation contrasts with his
17 treatment of a female Field Representative Doherty promoted to District Director.

18 41. Mathis had agreed to the promotion, but he did not want to give the employee the
19 accompanying raise because she was female, and according to Mathis, didn't need the money
20 because she had a rich boyfriend.

21 42. Doherty expected that the Rules Committee would give her the raise regardless, but one
22 problem was that Mathis was on pace to exceed his annual budget. When Doherty told Mathis
23 that Rules might give her the raise and cut his budget accordingly, Mathis responded, "Yeah
24 right!"

25
26 **RETALIATION AGAINST DOHERTY**

27 43. Doherty regularly tried to control Mathis' behavior by confronting Mathis about it
28 directly. Before Mathis' 2016 reelection, Doherty had some success because Mathis was afraid of

1 his reelection prospects. However, after Mathis was reelected with 63 percent of the vote, he
2 decided he was invincible and bullet-proof. At that point, Doherty's ability to reign-in Mathis'
3 behavior was limited.

4 44. During his tenure, Doherty sought assistance from the Assembly Rules Committee on
5 several occasions. He met with Tosha Cherry and Elizabeth "Liz" Foster, and both refused to
6 help.

7 45. In the earliest meetings, Cherry gave Doherty the option of proceeding formally or
8 informally. When he was told that he would probably be terminated if he filed a formal complaint,
9 Doherty tried the informal option. At this time, it became apparent to Doherty that his continued
10 employment in the Assembly was contingent upon his remaining silent about Mathis'
11 misconduct. In hindsight, Doherty is informed and believes that the Rules Committee's informal
12 option was a do-nothing option.

13 46. This belief and the Rules Committee's response to Doherty's complaint is consistent
14 with the Assembly's unwritten policy of punishing those who might bring to light behavior that
15 would tarnish the Assembly's reputation rather than punishing those who actually engage in
16 inappropriate behavior.

17 47. In the end, the behavior that Doherty hoped would improve working conditions for
18 himself and other Assembly employees affected by Mathis' conduct was counter-productive.
19 Doherty's termination and Defendants' conduct preceded the #metoo movement by 6-18 months
20 after which the unwritten policy itself attracted more negative attention than the policy's
21 intended protections.

22 48. Furthermore, while Doherty's confrontations with Mathis had a negative effect on their
23 relationship, their relationship started to deteriorate more rapidly after Doherty talked to Rules
24 about Mathis' behavior. Based on this, Doherty is informed and believes that Mathis knew about
25 his complaints to the Rules Committee. Doherty is informed and believes that Tosha Cherry,
26 Elizabeth "Liz" Foster, and/or Debra Gravert, the Assembly's Chief Administrative Officer,
27 notified Mathis about Doherty's complaints.
28

1 49. Compounding Doherty's harm was the Assembly's release of two un-founded sexual
2 harassment complaints against Doherty on February 2, 2018 even though the Assembly neither
3 investigated nor acted on the complaints. Doherty denied and continues to deny the complaints,
4 one of which he first learned of with the February 2nd release. Doherty is informed and believes
5 that the complaints were made by a Mathis ally or someone under Mathis' control for the
6 purpose of inoculating Mathis against the claims raised in this action.

7 50. Doherty is further informed and believes that the Assembly has not released all
8 complaints and selectively released only those that serve the political objectives of legislative
9 leadership. By way of example, Doherty is aware of at least one formal complaint against Mathis
10 that was omitted from the Assembly's media release.

11 **FIRST CAUSE OF ACTION**
12 **Wrongful Termination in Violation of Public Policy**
13 **(Against State & Mathis)**

14 51. Petitioner realleges and incorporates by reference each preceding paragraph except for
15 paragraphs 49 and 50.

16 52. From approximately April 2016 until May 10, 2017, Doherty was employed by
17 Assemblyman Devon Mathis and the California State Assembly. Doherty's employment ended
18 with his wrongful termination.

19 53. Substantial motivating reasons for Doherty's discharge include:

- 20 a. Doherty's complaints to the Rules Committee about Mathis' sexual harassment;
21 b. Doherty's refusal to allow Mathis to live in his basement;
22 c. Doherty's confrontations with Mathis about his sexual harassment;
23 d. Doherty's attempts to restrain Mathis' sexual harassment, misuse of state
24 resources, and other improper behavior;
25 e. Doherty's report to the Rules Committee that one of Mathis' part-time
26 employees — one of his college buddies — took an unauthorized vacation to
27 Mexico and the Caribbean; and
28

1 f. Doherty's attempts to prevent Mathis from discriminating against a female
2 employee by, among other things, paying her less than she was entitled to.

3 54. Public policy prohibits sexual harassment in the work place and encourages employees,
4 especially those in supervisory positions, to speak out and take action to end such practices.

5 55. Public policy prohibits the payment of wages to state employees unless they are working.
6 Indeed, receiving wages without doing work is a criminal act.

7 56. Public policy prohibits retaliation against employees who report the type of behavior that
8 is the subject of this Complaint.

9 57. As a result of his termination, Doherty has suffered economic and noneconomic damages.
10 His economic damages include lost wages and benefits, including the loss of the pension and
11 lifetime medical benefits Doherty would have received had his Assembly employment continued
12 for just three more years.

13
14 **SECOND CAUSE OF ACTION**
15 **Intentional Infliction of Emotional Distress**
16 **(Against all Defendants)**

17 58. Petitioner realleges and incorporates by reference each preceding paragraph except for
18 paragraphs 49 and 50.

19 59. Together, Defendants' conduct, as described in this Complaint, is outrageous, exceeding
20 all possible bounds of decency.

21 60. As to Mathis, his outrageous conduct includes not only the instances of sexual
22 harassment and assault but also his misuse of state resources and, most importantly, his
23 retaliation against the Chief of Staff who tried to correct his behavior. Mathis' underlying
24 conduct is intolerable in a civilized community, and his retaliatory conduct directed at Doherty is
25 doubly so.

26 61. For their part, Tosha Cherry and Elizabeth "Liz" Foster, as Assembly Human Resources
27 administrators, knew or should have known that Mathis' conduct violated Assembly rules and
28 procedures. Moreover, they knew or should have known that Doherty, in his role as Chief of

1 Staff, was (at least in the context of Assembly rules) a mandatory reporter of Mathis' misconduct.
2 Their outrageous conduct included telling Doherty that he would be terminated if he filed a
3 formal complaint and otherwise failing to even try and help him reign-in Mathis' misconduct. If
4 Cherry and/or Foster could not help Doherty control Mathis, no one could. Since they were the
5 last line of defense, their conduct is similarly intolerable in a civilized community.

6 62. While Cherry and Foster acted in accordance with their own personal interests, they also
7 acted in their capacity as agents of the Assembly as a whole. While their personal conduct was
8 despicable, it was not so far outside the bounds of the reasonable scope of their employment as to
9 absolve the Assembly of liability for their actions. As such, the Assembly is liable for their
10 conduct as well.

11 63. Since Cherry and Foster's actions served to protect Mathis from harassment claims and
12 Assembly policies punish accusers rather than bad actors, it could be deemed that the Assembly
13 approves of Mathis' conduct. To this end, the Assembly is liable for Mathis' conduct as well.
14

15 64. Common experience suggests that any employee in Doherty's situation would have been
16 particularly vulnerable to the distress Defendants' caused. Doherty was forced to balance
17 compliance with the law and applicable rules, protection of state resources and employees, and
18 simply ensuring that Assemblyman Mathis acted within reasonable bounds of decency against his
19 personal need to provide for his family and seven children and his reasonable belief that if he left
20 Mathis' office, Mathis' conduct would only get worse. Doherty felt a duty to protect not only his
21 family, but also targeted employees in the Assembly who, if he left, would no longer have him as a
22 buffer to deflect Mathis' harassment.

23 65. Cherry and Foster acted with reckless disregard for the potential emotional distress
24 Doherty might suffer because they disregarded their training as well as Assembly rules and
25 procedures to further their own interests without any thought or concern about the consequences
26 of their actions.

27 66. However, suggesting that Mathis acted with reckless disregard for this possibility puts his
28 conduct into the best possible light. Doherty is informed and believes that Mathis engaged in this

1 conduct with the *intent* of causing Doherty to suffer emotional distress. Mathis believes he is
2 invincible and can do whatever he wants without consequence. Cherry and Foster's approving
3 conduct helped reinforce this belief. To this end, Mathis resented Doherty's attempts to control
4 his behavior. On this point, Mathis engaged in the described activities with the specific intent of
5 causing harm knowing not only that emotional distress would probably result from his actions,
6 but also hoping for that result.

7 67. As a result of Defendants' conduct, Doherty suffered severe emotional distress that
8 started in 2016 and continues to this day. Defendants' conduct has triggered a range of long-
9 lasting emotions including anguish, nervousness, grief, anxiety, worry, shock, humiliation, and
10 more. Defendant's conduct has affected not only his livelihood during his Assembly employment,
11 but also his ongoing ability to support his family. This has caused Doherty to suffer economic
12 damages, including but not limited to loss of wages and other employment benefits, as well as
13 noneconomic damages.

14
15 **THIRD CAUSE OF ACTION**
16 **Negligent Infliction of Emotional Distress**
17 **(Against all Defendants)**

18 68. Petitioner realleges and incorporates by reference each preceding paragraph expect
19 paragraphs 47 and 48.

20 69. As his immediate supervisor, if not his employer, Mathis owed Doherty several duties
21 that are best summarized as including but not being limited to the duty not to sexually harass
22 employees and not retaliate against Doherty for his attempts to stop the harassment. As his
23 employer's human resources agents, Cherry and Foster's duties generally required that they act
24 on Doherty's complaints and help him deal with the problems he faced rather than help Mathis
25 continue his inappropriate conduct.

26 70. Defendants breached these duties when they retaliated against Doherty for (A)
27 attempting to correct Mathis' illegal and/or improper conduct and (B) attempting to follow
28 Assembly rules and polices to report illegal and/or improper conduct. Moreover, Mathis

1 breached his duty by engaging and continuing to engage in the conduct described in this
2 Complaint, and Cherry and Foster breached the duty by allowing the behavior to continue after
3 Doherty's reports.

4 71. Defendants' breach of their duties caused Doherty to suffer the severe emotional distress
5 and damages described in paragraph 67, above.

6 **FOURTH CAUSE OF ACTION**
7 **Breach of Contract**
8 **(Against State & Mathis)**

9 72. Petitioner realleges and incorporates by reference each preceding paragraph except for
10 paragraphs 49 and 50.

11 73. Consistent with Labor Code section 2922, Assembly employees are generally at-will
12 employees.

13 74. However, Mathis was able to induce Doherty to leave a more lucrative consulting practice
14 in exchange for the promise of long-term employment whereby Mathis would not arbitrarily,
15 unreasonably, or otherwise without cause terminate Doherty's employment.

16 75. Doherty specifically bargained for this promise because he was just a few years away from
17 vesting with a pension and lifetime medical benefits. More than his salary, this is the benefit
18 Doherty sought when he accepted employment in Mathis' office. To this end, Doherty's
19 acceptance of Mathis' employment offer was conditioned upon this promise. But for Mathis'
20 promise of long-term employment, Doherty would not have accepted the position.

21 76. As a former Assembly employee, Doherty knew that Mathis had the authority to enter
22 into this agreement on behalf of the Assembly, at least as long as Mathis served in the Assembly
23 because even though all employees are Rules Committee employees, the Rules Committee does
24 not arbitrarily terminate employees. Whenever an Assembly employee is terminated arbitrarily,
25 the termination is done at the request of the supervising Member.
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1 77. Those were the circumstances of Doherty's termination, which came not as a result of
2 disciplinary action by the Rules Committee, but upon Devon Mathis' request. In this regard,
3 Mathis breached the contract he created when he hired Doherty as his Chief of Staff in 2016.
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PRAYER FOR RELIEF

Wherefore, Plaintiff prays that the Court award:

1. Breach of contract damages, according to proof, from Mathis and the State Assembly;
2. General tort damages, according to proof, jointly and severally from all defendants;
3. Special tort damages, according to proof, jointly and severally from all defendants;
4. Statutory damages, from all defendants, as permitted by law;
5. Punitive damages against the individually named defendants;
6. Plaintiff's costs of suit and reasonable attorneys' fees; and
7. Such other and further relief as the Court deems proper.

DATE: April 13, 2018

Respectfully Submitted,
LAW OFFICE OF CHAD D. MORGAN

By:


Chad D. Morgan Esq.
Attorney for Plaintiff, Sean Doherty

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DOWNTOWN COURTHOUSE
SUPERIOR COURT OF CALIFORNIA
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