

EMPLOYMENT LAW

RETALIATION

Discrimination

ARBITRATION: \$137,930.14
(\$30,000 non-economic damages;
\$12,964.14 in wages, etc.; \$94,966
in fees and costs).

CASE/NUMBER: Amy Robinson
v. Mantra Films, Inc., Troy
Robson / BC215050.

COURT/DATE: Case Not Filed /
March 24, 2006.

ARBITRATOR: Enrique Romero
(Ret.).

ATTORNEYS: Plaintiff - Karl
Gerber (Danz & Gerber, Sherman
Oaks).

Defendant - Michael Hambly (Law
Offices of Michael Hambly, Santa
Monica).

FACTS: Plaintiff Amy Robinson
worked as a telemarketer for
defendant Mantra Films, Inc. After
being fired by her supervisor,
defendant Troy Robson, she filed

suit and the matter was sent to
binding arbitration.

CLAIMANT'S CONTENTIONS:
According to counsel for
respondents, claimant contended
that while she was employed, her
supervisor harassed her because
of her being pregnant, in violation
of FEHA. She also contended
that her supervisor wrongfully
terminated her employment
because she was pregnant, in
violation of FEHA's prohibition
of pregnancy discrimination and
retaliation. Claimant also claimed
respondents should be liable for
intentional infliction of emotional
distress.

According to claimant, she also
contended that she had a bladder
infection due to a discriminatory
bathroom break policy, was
terminated for not being at work
on a day she had pregnancy-
related medical conditions, and
that her final paycheck was late.

**RESPONDENTS'
CONTENTIONS:** Respondents
contended that there was no
harassment of claimant while
she was employed and that her
employment was terminated due
to her unexcused absenteeism
and poor work performance.

DAMAGES: Claimant sought
compensatory damages for lost
wages and emotional distress, and
also sought punitive damages.

SETTLEMENT DISCUSSIONS:
Claimant's last offer, prior
to arbitration, was \$90,000.
Respondents offered \$10,000.

RESULT: According to counsel
for respondent, the arbitrator
found that supervisor Troy
Robson was not credible
including when it came to
explanations as to why he fired
Amy Robinson. On that basis
he found the respondents
liable for discrimination and

retaliation in violation of FEHA
and for wrongful termination.
The arbitrator also imposed a
statutory penalty for late receipt
of claimant's final paycheck. The
arbitrator found against claimant
and in favor of the respondents on
claimant's claims for harassment
under FEHA, intentional infliction
of emotional distress, and punitive
damages. The arbitrator found
that claimant had not proven by
clear and convincing evidence
that the respondents had acted
with malice or that Mr. Robson
was a managing agent of Mantra.

Final binding arbitration
award: regarding lost wages,
commissions, penalties, interest:
\$9,071.33 in lost wages, \$1,732.81
in LC 203 penalties, \$1,800
interest on claimant's backpay,
and \$360 on her LC 203 penalties,
for a total of \$12,964.14.

Claimant's request for correction
of interim award was denied.

Attorney's fees and costs:
\$85,366.25 in billed attorney's
fees, \$3,000 in additional
attorney's fees for work
performed post Interim
Arbitration Award, \$3,345 in
paralegal fees, and \$3,254.75 in
costs, for a total of \$94,966.

\$30,000 in non-economic
damages.

Grand total of award: \$137,930.14
in favor of claimant and against
both respondents, jointly and
severally.

OTHER INFORMATION:
According to claimant's counsel,
respondents brought post-
arbitration motions including a
motion to modify award to remove
liability against Robinson.

**ARBITRATOR/MEDIATOR
NOTES:** Two-day arbitration
hearing in January 2006.