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Bartender fired after pregnancy leave; defense verdict. Los Angeles County.

Summary

Bartender says she was wrongfully terminated after a pregnancy leave; that the restaurant failed to reasonably accommodate her needs.

The Case

Case Name: Bernadette Gonzalez v. Briad Restaurant Group, LLC

Court and Case Number: : Los Angeles Superior Court/ BC509850

Date of Jury Verdict: Thursday, September 18, 2014

Date Action was Filed: Thursday, May 23, 2013

Type of Action: Employment, Wrongful Termination, Highlighted Verdicts

Judge or Arbitrator(s): Hon. Roy Paul

Plaintiffs:

Bernadette Gonzalez, 25

Defendants:

Briad Restaurant Group, L.L.C.

Type of Result: Jury Verdict

The Result

Gross Verdict: 0

Net Verdict: 0

0

Award as to each Defendant:

The jury found in favor of defendant Briad on all causes of action.

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Trial Time: Approximately 4 days

Jury Deliberation Time: Approximately 2.5 hours

The Attorneys

Attorney for the Plaintiff:

Law Offices of Lisa L Maki by Lisa Maki, Los Angeles.

Attorney for the Defendant:

Callahan Thompson Sherman & Caudill LLP by Kathleen Hartman, Irvine.

The Experts

Plaintiff's Medical Experts:

None.

Defendant's Medical Experts:

None.

Plaintiff's Technical Experts:

None.

Defendant's Technical Experts:

None.

Facts and Background

Facts and Background:

Plaintiff worked for defendant Briad Restaurant Group, LLC as a server and then as a bartender. Plaintiff had 3 different time periods of employment with defendant working at 2 different locations. She first started work in 2005. The last round of employment was from 2009 to her termination in June 2012.

In December 2011, plaintiff requested a leave of absence related to her pregnancy. Defendant granted the leave from December 24, 2011 through April 26, 2012, and then extended the leave through the end of May 2012.

When plaintiff's leave expired she did not return to work or contact the restaurant. Defendant terminated plaintiff on June 8, 2012. Plaintiff claimed she stayed in contact with the restaurant.

Plaintiff's Contentions:

The causes of action that were the subject of the jury trial were (1) discrimination, (2) retaliation, (3) failure to accommodate/engage in the interactive process, (4) failure to prevent discrimination, (5) wrongful termination, and (6) declaratory relief. Plaintiff also requested punitive damages.

Plaintiff claimed she was discriminated against based on sex, pregnancy, and disability. The "discriminatory animus" claimed by plaintiff was that when she was pregnant in 2005 her manager had asked her if she was going to keep the baby and marry the father. When she became pregnant in 2009 she claimed he again asked her the same questions. She took a leave of absence unrelated to her pregnancy and found out she was pregnant while on leave. She claims she came back from leave, had her hours cut, wasn't accommodated for lifting, had her hours cut again right before taking maternity leave, and then was terminated because of going on leave and being disabled.

Defendant's Contentions:



That Briad did not discriminate or retaliate against Ms. Gonzalez. That plaintiff was given all of the leave that she requested. That Briad tried to contact plaintiff after her leave had expired, but could not reach her. That defendant provided plaintiff with a lifting accommodation but that she apparently did not agree with the accommodation. That plaintiff did not tell anyone that the accommodation was not reasonable nor did she provide a doctor's note supporting her need for some other accommodation. Briad has procedures in place to prevent discrimination. That defendant only terminated plaintiff when her leave expired and it could not contact her and did not hear from her.

Demands and Offers

Plaintiff Final Demand before Trial: \$168,000

Defendant Final Offer before Trial: \$20,000

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