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Jury Awards \$2.7 M Against Lawrence Livermore Lab For Wrongfully Terminating Long-Time Employees in 2008

PR Newswire

OAKLAND, Calif., May 13, 2013

OAKLAND, Calif., May 13, 2013 /PRNewswire/ -- After two months of trial, on May 10, 2013, an Alameda County jury returned a verdict in Andrews, et. al. v. Lawrence Livermore National Security, LLC., Case No. RG09453596 in favor of five plaintiffs in a lawsuit alleging that they were laid off in 2008 by Lawrence Livermore National Security, LLC (LLNS) in bad faith violation of their employment contracts. These first five Plaintiffs were selected by Judge Robert Freedman to be test cases in a lawsuit involving 130 Plaintiffs with similar claims. All the Plaintiffs are represented by Oakland's Gwilliam, Ivary, Chiosso, Cavalli & Brewer.

All 130 Plaintiffs also have claims for age discrimination, which will be tried in a later phase of the case. A hearing has been set for Thursday, May 16, 2013, to set a trial for the next phase of this case.

The jury found that plaintiffs Elaine Andrews, Marian Barraza, Mario Jimenez, Greg Olsen and James Torrice were unfairly selected for layoff under their contract with LLNS, a private entity headed by Bechtel and the University of California, which runs Lawrence Livermore National Laboratory under a contract with the federal government. All of the plaintiffs have a contract that says they can only be terminated for "reasonable cause." During the hard plaintiffs' attorneys J. Gary Gwilliam, Randall E. Strauss, and Robert J. Schwartz argued that LLNS did not have reasonable cause to select these particular employees under the lab's strict layoff rules, and that they acted in bad faith.

An Alameda County jury agreed and awarded:

- Elaine Andrews: \$242,711 for breach of the implied covenant of good faith and fair dealing;
- Marian Barrraza: \$443,299 for (1) breach of contract and (2) breach of the implied covenant of good faith and fair dealing
- Mario Jimenez: \$853,010 for (1) breach of contract and (2) breach of the implied covenant of good faith and fair dealing;
- Greg Olsen: \$704,234 for (1) breach of contract and (2) breach of the implied covenant of good faith and fair dealing; and
- James "Rocky" Torrice: \$485,783 for (1) breach of contract and (2) breach of the implied covenant of good faith and fair dealing.

These awards represent compensation for past and future economic damages only. The court had previously decided to try these contract claims separately. The plaintiffs' age discrimination claims will be tried at a later date, including claims of emotional distress.

"Now that the jury has found that LLNS acted in bad faith and did not have reasonable cause to select these loyal, long-term employees for layoff, we expect to be able to prove that the entire layoff was unfair to the lab's older workers," said co-lead trial counsel Randall E. Strauss.

Contact: Please feel free to contact Gary Gwilliam of Gwilliam, Ivary, Chiosso, Cavalli & Brewer for further comment at (510) 832-5411 ext. 233 or gqwilliam@giccb.com. A copy of the Jury Verdict form will be provided upon request.

SOURCE Gwilliam, Ivary, Chiosso, Cavalli & Brewer

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