



March 24, 2011

Limitations Period For Bringing Wrongful Termination Claim Runs From Date Department Of Fair Employment And Housing Issues Right-To-Sue Notice, Not When Claimant Receives Notice

Michael Hall v. Goodwill Industries of Southern California

Court of Appeal, Second Appellate District, Division Eight (March 16, 2011)

In this case, the Appellate Court addressed the issue of whether the one-year statute of limitations to bring a civil action under Government Code § 12965(b) begins to run as of the date of the Right-To-Sue Notice issued to the claimant, or the receipt by the claimant of the Right-To-Sue Notice.

On December 2, 2004, Michael Hall ("Hall") filed a complaint with the Department of Fair Employment and Housing ("DFEH"), alleging he had been wrongfully terminated from his employment with Goodwill Industries of Southern California ("Goodwill") after he supported a co-worker who was being sexually harassed. Hall requested an immediate Right-To-Sue Notice, using his co-worker's attorney's address to receive mail from the DFEH. The DFEH issued the notice on December 24, 2004, and the attorney received it on December 31, 2004. Hall subsequently retained the attorney, who filed a civil complaint against Goodwill on December 30, 2005.

In March, 2007, Goodwill filed a motion for summary judgment, contending that Hall's action was untimely because he filed suit more than one year after the DFEH issued him a Right-To-Sue Notice. Hall contended the one-year limitations period began when he received the Right-To-Sue Notice, making his complaint timely. The trial court found the limitations period began upon the issuance of the



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notice, and granted summary judgment to Goodwill.

The Appellate Court affirmed. Government Code § 12965(b) states the Right-To-Sue Notice must indicate that the complainant may bring a civil action within one year from the date of that notice. The Appellate Court found that by specifically referring to the Right-To-Sue Notice that the DFEH must send to the complainant, the statute's language suggested the date of "that notice" started the one-year limitations period, not the date of receipt of the notice as Hall argued. Further, the legislative history of the provision included the removal of the word "receipt," previously contained in the statute, which was replaced with "from the date of" the notice. Therefore, given the history and the exact language of the statute, the Appellate Court found that the limitations period began when the notice was issued on December 24, 2004, and not when Hall received it.

COMMENT

This case clears up any confusion with regard to the limitations period for bringing a wrongful termination claim following the issuance of a Right-To-Sue Notice by the DFEH. The limitations period for bringing a wrongful termination claim runs from the date of the Right-To-Sue Notice, and *not* when the claimant receives the notice.

For a copy of the complete decision see:

[HTTP://WWW.COURTINFO.CA.GOV/OPINIONS/DOCUMENTS/B215860.PDF](http://www.courtinfo.ca.gov/opinions/documents/B215860.pdf)

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