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CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

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11 FUTURE DB INTERNATIONAL INC.

12
13 **IN THE SUPERIOR COURT OF CALIFORNIA**
14 **FOR THE COUNTY OF SAN DIEGO**

15 FUTURE DB INTERNATIONAL INC., a
16 California Corporation,
17
18 Plaintiff,

19 v.

20 SAN DIEGO COUNTY REGIONAL
21 AIRPORT AUTHORITY and DOES 1-
22 100, Inclusive,
23
24 Defendants.

Case No.: **37-2018-00001531-CU-CR-CTL**

COMPLAINT FOR DAMAGES

1. **Violation Of The California Constitution (Article I, Section 31)**
2. **Violation Of The State Equal Protection Clause (Article I, Section 7)**
3. **Violation Of The Federal Equal Protection Clause (U.S. Const. Amend. XIV)**
4. **Violation Of Title VI (49 C.F.R., Section 21.5)**
5. **Breach of Contract**
6. **Breach of the Implied Covenant of Good Faith and Fair Dealing**

25 **COMES NOW** Plaintiff FUTURE DB INTERNATIONAL INC. ("Plaintiff") hereby files
26 its Complaint for Damages against Defendant SAN DIEGO COUNTY REGIONAL AIRPORT
27 AUTHORITY ("SDCRAA"), as follows:

28 **GENERAL ALLEGATIONS**

1. Plaintiff is now, and was at the time of the filing of this Complaint and at all intervening times, a company registered and domiciled in good standing in the state of California. Plaintiff is primarily engaged in the business of performing public works projects throughout California, including San Diego County.

1 against state agencies and public entities.” (*Regents of Univ. of Cal. V. Superior Court* (1970) 3
2 Cal 3rd 529, 534; *Harris v. Alcoholic Beverage Control Appeals Bd.* (1961) 197 Cal 2nd 759,
3 765.) Venue is proper in the County of San Diego because that is where the defendants are situated
4 and/or reside, and that is where the injuries occurred. (Code of Civ. Proc., §§ 394, 395.)

5 **INJURY TO PLAINTIFF**

6 8. In September 2016, SDCRAA advertised for public bids the project 104129-Clear
7 of A Taxiway B at SDIA (“the Public Works Project”).

8 9. On or about October 14, 2016, Plaintiff submitted its bid for the Public Works
9 Project in the total amount of \$4,775,162.11, which made Plaintiff the lowest responsible bidder
10 for the Public Works Project.

11 10. On or about November 28, 2016, Plaintiff was provided a Notice of Award to
12 perform the Public Works Project and, later, the parties executed a contract for the Public Works
13 Project.

14 11. However, once SDCRAA realized Plaintiff’s Project Manager was of Syrian
15 descent and Plaintiff employed several other individuals that were of Middle Eastern descent,
16 SDCRAA began engaging in discriminatory, harassing and retaliatory actions.

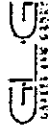
17 12. After SDCRAA realized that Plaintiff’s Project Manager was of Syrian descent,
18 SDCRAA explicitly informed Plaintiff’s President, Sam Katbi (“Mr. Katbi”), that it required
19 Plaintiff to replace the individual as Project Manager.

20 13. SDCRAA also explicitly informed Mr. Katbi that it required Plaintiff to replace
21 other employees that were of Middle Eastern descent from the Public Works Project.

22 14. When Plaintiff initially refused to demote or remove its Project Manager and other
23 employees that were of Middle Eastern descent, SDCRAA retaliated by obstructing Plaintiff’s
24 ability to perform the Public Works Project, which included denying required submittals, refusal to
25 issue further notices to proceed, and delaying processing and approval of required badging
26 paperwork.

27 15. On January 17, 2017, Mr. Katbi confronted SDCRAA’s agent, Ted Rigo (“Mr.
28 Rigo”), to complain about SDCRAA’s discriminatory demands, harassment and retaliatory actions.

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1 Instead of attempting to remedy the situation, Mr. Rigo engaged in further discrimination,
2 harassment and retaliation. In fact, Mr. Rigo explicitly expressed his dissatisfaction with
3 Plaintiff's employment of individuals of Middle Eastern descent on an airport-related project.

4 16. A few days later, January 24, 2017, SDCRAA's Director of Facilities Development,
5 Iraj Ghaemi ("Mr. Ghaemi") demanded a meeting with Mr. Katbi. At this meeting, Mr. Katbi
6 again complained about the discriminatory demands, harassment and retaliatory actions. However,
7 again refusing to remedy the situation, Mr. Ghaemi shockingly reaffirmed Mr. Rigo's statements.
8 In fact, Mr. Ghaemi made it clear that SDCRAA wanted no part of a contractor that employed
9 individuals of Middle Eastern descent to work on an airport-related project. Mr. Ghaemi further
10 informed Mr. Katbi that if Plaintiff did not agree to terminate the contract with SDCRAA,
11 SDCRAA would make it very difficult for Plaintiff to perform the Public Works Project.

12 17. Mr. Ghaemi also stated that "[w]e will be very frank with you, we are going to put
13 you under a microscope, and everyone from Washington to the Third Floor here at this airport are
14 having problems with this many Middle Easterners on the job."

15 18. Mr. Ghaemi further stated "[w]e will not make it easy, you either comply with our
16 demands or it will be a difficult job for you."

17 19. Given the Plaintiff had already expended a great deal of money, time and resources
18 on the Public Works Project, Mr. Katbi was desperate and attempted to comply with SDCRAA's
19 improper demands. Namely, Plaintiff vastly reduced the number of employees of Middle Eastern
20 descent that would be working in areas not open to the public at SDIA, and replaced its Project
21 Manager. Plaintiff also hired a new Project Manager who was not of Middle Eastern descent and
22 hired a security director who was not of Middle Eastern descent.

23 20. However, SDCRAA was still not satisfied as Plaintiff did not completely remove
24 Middle Easterners from the Public Works Project. Therefore, SDCRAA sought to remove Plaintiff
25 from the Public Works Project.

26 21. On February 15, 2017, SDCRAA notified Plaintiff it was terminating the contract
27 "for convenience."
28

1 30. SDCRAA's actions, as described above, violate the Equal Protection Clause of the
2 California Constitution because they improperly subject Plaintiff to discrimination on the basis of
3 race, ancestry, ethnicity, color, and national origin.

4 31. Plaintiff has been discriminated against by SDCRAA and DOES 1-100 due to the
5 race, ancestry, ethnicity, color, and national origin of Plaintiff's officers and employees, without a
6 rational basis.

7 32. Thus, SDCRAA and DOES 1-100 have violated the equal protection rights of
8 Plaintiff.

9 **THIRD CAUSE OF ACTION**

10 (Violation Of The Federal Equal Protection Clause - U.S. Const. Amend. XIV)

11 As to SDCRAA and Does 1-100, Inclusive

12 33. Plaintiff re-alleges and incorporate by reference Paragraphs 1-32 as though set forth
13 hereto in full.

14 34. SDCRAA's actions, as described above, violate the Equal Protection Clause of the
15 Fourteenth Amendment to the United States Constitution (U.S. Const. Amend. XIV) because
16 SDCRAA improperly subjected Plaintiff to discrimination on the basis of race, ethnicity, ancestry,
17 color, national origin, and religion.

18 35. Plaintiff has been discriminated against by SDCRAA and DOES 1-100 due to the
19 race, ancestry, ethnicity, ethnicity color, and national origin of Plaintiff's officers and employees,
20 without a rational basis.

21 36. Thus, SDCRAA and DOES 1-100 have violated the Equal Protection Clause of the
22 Fourteenth Amendment.

23 **FOURTH CAUSE OF ACTION**

24 (Violation Of Title VI - 49 C.F.R., Section 21.5)

25 As to SDCRAA and Does 1-100, Inclusive

26 37. Plaintiff re-alleges and incorporate by reference Paragraphs 1-36 as though set forth
27 hereto in full.

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1 38. 49 C.F.R., Section 21.5(a) states that “[n]o person in the United States shall, on the
2 grounds of race, color, or national origin be excluded from participation in, be denied the benefits
3 of, or be otherwise subjected to discrimination under, any program to which this part applies.”

4 39. SDCRAA’s actions, as described above, violate Title VI (49 C.F.R., Section 21.5)
5 because SDCRAA improperly subjected Plaintiff to discrimination on the basis of race, ethnicity,
6 ancestry, color, and national origin.

7 40. Plaintiff has been discriminated against by SDCRAA and DOES 1-100 due to the
8 race, ancestry, ethnicity, ethnicity color, and national origin of Plaintiff’s officers and employees,
9 without a rational basis.

10 41. Thus, SDCRAA and DOES 1-100 have violated Title VI (49 C.F.R., Section 21.5).

11 **FIFTH CAUSE OF ACTION**

12 **(BREACH OF CONTRACT)**

13 **As to SDCRAA and Does 1-100, Inclusive**

14 42. Plaintiff re-alleges and incorporates by reference Paragraphs 1-41 as though set
15 forth hereto in full.

16 43. Plaintiff and SDCRAA entered into an written agreement concerning the Public
17 Works Project.

18 44. At all times, Plaintiff complied with the agreement, yet SDCRAA did not by
19 engaging in the discrimination stated above and terminating the contract based on said
20 discrimination, which is not permitted pursuant to the agreement.

21 45. As a result of SDCRAA’s actions, Plaintiff has suffered damages in an amount
22 equal to the profits Plaintiff would have made if the contract was completed, and to be determined
23 according to proof at trial, plus interest thereon at the maximum legal rate, which amount will be
24 adjusted and increased for interest not yet billed.

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1 **SIXTH CAUSE OF ACTION**

2 **(BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING)**

3 **As to SDCRAA and Does 1-100, Inclusive**

4 46. Plaintiff re-alleges and incorporates by reference Paragraphs 1-45 as though set
5 forth hereto in full.

6 47. SDCRAA breached the implied covenant of good faith and fair dealing by engaging
7 in the discrimination stated above and terminating the contract based on said discrimination.

8 48. As a result of SDCRAA's actions, Plaintiff has suffered damages in an amount
9 equal to the profits Plaintiff would have made if the contract was completed, and to be determined
10 according to proof at trial, plus interest thereon at the maximum legal rate, which amount will be
11 adjusted and increased for interest not yet billed.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff prays for judgment against SDCRAA and DOES 1-100 as
14 follows:

15 **FIRST CAUSE OF ACTION**

- 16 1. For compensatory damages in an amount to be determined at trial;
17 2. For incidental and consequential damages to be determined at trial;
18 3. For prejudgment interest at the maximum rate permitted by law;
19 4. For punitive damages;
20 5. For attorneys' fees and costs; and
21 6. For such other and further relief as the Court deems just, equitable and proper.

22 **SECOND CAUSE OF ACTION**

- 23 1. For compensatory damages in an amount to be determined at trial;
24 2. For incidental and consequential damages to be determined at trial;
25 3. For prejudgment interest at the maximum rate permitted by law;
26 4. For punitive damages;
27 5. For attorneys' fees and costs; and
28 6. For such other and further relief as the Court deems just, equitable and proper.

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THIRD CAUSE OF ACTION

1. For compensatory damages in an amount to be determined at trial;
2. For incidental and consequential damages to be determined at trial;
3. For prejudgment interest at the maximum rate permitted by law;
4. For punitive damages;
5. For attorneys' fees and costs; and
6. For such other and further relief as the Court deems just, equitable and proper.

FOURTH CAUSE OF ACTION

1. For compensatory damages in an amount to be determined at trial;
2. For incidental and consequential damages to be determined at trial;
3. For prejudgment interest at the maximum rate permitted by law;
4. For punitive damages;
5. For attorneys' fees and costs; and
6. For such other and further relief as the Court deems just, equitable and proper.

FIFTH CAUSE OF ACTION

1. For compensatory damages in an amount to be determined at trial;
2. For incidental and consequential damages to be determined at trial;
3. For prejudgment interest at the maximum rate permitted by law;
4. For attorneys' fees and costs; and
5. For such other and further relief as the Court deems just, equitable and proper.

SIXTH CAUSE OF ACTION

1. For compensatory damages in an amount to be determined at trial;
2. For incidental and consequential damages to be determined at trial;
3. For prejudgment interest at the maximum rate permitted by law;
4. For attorneys' fees and costs; and
5. For such other and further relief as the Court deems just, equitable and proper.

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REQUEST FOR JURY TRIAL

Plaintiff requests a jury trial.

Dated: January 11, 2018

GAREEB LAW GROUP APC

By: _____


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