THE LAW GUYS, APC

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VIA FIRST CLASS MAIL

March 24, 2025

City of San Jose
200 E. Santa Clara Street
San Jose, CA 95113

Anthony Loek v. City of San Jose

To Whom It May Concern:

The purpose of this letter is to inform you that Mr. Anthony "Tony" Loek has retained The Law Guys, APC regarding the disability discrimination, failure to accommodate, and wrongful termination he experienced during his employment with the City of San Jose. Mr. Loek, who is on the autism spectrum, was offered a position as a Warehouse Worker I, and from the outset, he engaged in good faith efforts to ensure a successful transition by requesting reasonable accommodations based on his disability. Rather than being supported, he was misled, ignored, and ultimately had his job offer rescinded in direct violation of California's Fair Employment and Housing Act. Accordingly, Mr. Loek seeks damages for the harm he has suffered, as detailed below.

BACKGROUND

Mr. Anthony "Tony" Loek was employed by the City of San Jose as a Warehouse Worker I, earning $33.88 per hour. This was not his first time working for the City, he had previously been employed in 2021 for four months in a non-clinical COVID vaccine site role, classified as a temporary, at-will position. In 2024, Mr. Loek was thrilled to be offered a new position with the City. He received a formal offer letter in September 2024, with a scheduled start date of October 15, 2024. He viewed this as a renewed opportunity to build a long-term public service career with an employer he respected.

As someone on the autism spectrum, Mr. Loek has always been transparent about his disability and how it affects his learning and workplace experience. Prior to his start date, he proactively requested reasonable accommodations to ensure his success in the new role. These accommodations included: (1) additional time to learn new tasks; (2) one-on-one training for safe pallet jack operation; and (3) autism education for supervisory staff so they could better support neurodiverse employees like himself. At no point did Mr. Loek request accommodations that would cause undue hardship to the City. Rather, he asked for thoughtful, evidence-based support that aligned with well-established

best practices for accommodating individuals with disabilities under the Americans with Disabilities Act (ADA) and California's Fair Employment and Housing Act (FEHA).

Before formally beginning employment, Mr. Loek provided documentation from a job developer and psychiatrist, clearly outlining his autism diagnosis and specifying the accommodations he would need. However, the City of San Jose initially refused to accept this documentation, insisting, contrary to EEOC guidance, that only a letter from a medical doctor would suffice to initiate the accommodation process. This was not only an incorrect interpretation of the law, but a deeply frustrating and demoralizing position for Mr. Loek, who had done everything right. According to the EEOC, job developers, licensed professionals, and other non-physician providers can all provide sufficient documentation to support accommodation requests, and the emphasis should be on engaging in an interactive process, not creating unnecessary red tape.

Despite these setbacks, Mr. Loek remained cooperative and persistent. In December 2024, he requested a meeting with the staff member assigned to process his accommodation request. He was told that his original psychiatrist's letter did not clearly spell out the specific accommodations requested, their expected duration, or whether the condition was permanent. Mr. Loek respectfully explained that autism is a lifelong neurodevelopmental disability and that accommodations would likely be ongoing. Following this meeting, he returned to his psychiatrist, who issued a more detailed letter that addressed the City's questions and reiterated the necessity and appropriateness of the requested accommodations.

In January 2025, Mr. Loek finally received confirmation that three of his five requested accommodations had been approved. He was told to expect a follow-up email confirming his adjusted schedule and final onboarding details. He was informed that his start date would likely be around February 17, 2025 (the week of President's Day) or the following pay period starting March 3, 2025. However, no email ever came.

After three more weeks passed with no communication, Mr. Loek followed up—only to receive a shocking email later that same day from a newly appointed director in the Department of Human Resources. Without warning or the courtesy of a phone call, this new director informed him that his offer of employment was being rescinded due to "misrepresentation of his prior separation from the City." This justification was both vague and utterly false.

In 2021, Mr. Loek had served as a non-clinical COVID vaccine site worker, a temporary at-will position that ended when the COVID site program wound down. On his 2024 application, when asked about the reason for separation from his prior City employment, Mr. Loek accurately wrote: "Position was temporary." There was no misrepresentation, he was entirely truthful and forthcoming. In fact, he passed all background and onboarding checks, and no concern was ever raised until he began advocating for his accommodations. He later obtained a copy of his personnel file, which listed his 2021 separation as "involuntary," but provided no explanation in the space designated for additional details. In the absence of a documented disciplinary or performance-based separation,

describing the end of a temporary, at-will job as "temporary" is not only accurate, it is legally acceptable.

Before retaining counsel, Mr. Loek contacted both Legal Aid at Work and the California Civil Rights Department (CRD), who independently confirmed that his application was not misleading. He was advised that the City's stated reason for rescinding his offer was legally baseless and appeared to be a smokescreen for unlawful disability discrimination. It is telling that the rescission occurred only after he had successfully navigated the interactive process, provided the requested documentation, and had his accommodations approved. The sudden reversal, from approval to rescission, with no further discussion or opportunity to respond, reveals the true motivation behind the City's actions.

Mr. Loek has now been robbed of a meaningful opportunity to return to public service and contribute his skills in a role he was excited about and prepared to perform. He has suffered emotional distress, professional harm, and a devastating loss of trust in a public employer that failed him at every step. Rather than embracing neurodiversity and fulfilling its duty to engage in good faith with disabled employees, the City of San Jose acted with indifference and discrimination. Mr. Loek's story is not just one of lost opportunity, it is a clear example of a systemic failure to uphold the law and honor the dignity of disabled workers.

He now seeks full legal accountability for the City's actions, including claims for disability discrimination, failure to accommodate, failure to engage in the interactive process, and wrongful termination in violation of public policy. Mr. Loek has shown extraordinary diligence, integrity, and perseverance in pursuing fairness. He is not asking for special treatment—only for the rights and respect that California law promises to every worker, regardless of disability.

LEGAL CLAIMS

I. Disability Based Discrimination in Violation of the Fair Employment and Housing Act

Pursuant to California's Fair Employment and Housing Act ("FEHA"), it is illegal to discriminate against a qualified individual with a disability because of that disability with respect to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment. (Brundage v. Hahn (1997) 57 Cal. App. 4th 228, 235; 42 U.S.C. § 12101 et seq.) Under the FEHA, a disability includes a physical or mental impairment that substantially limits one or more of the major life activities of such an individual. (Id.)

In this case, Mr. Anthony "Tony" Loek was subjected to unlawful disability discrimination in violation of the Fair Employment and Housing Act (FEHA). Mr. Loek, who is autistic and disclosed his disability in good faith during the pre-employment process, was offered a Warehouse Worker I position with the City of San Jose in 2024. He proactively engaged in the interactive process and

submitted documentation supporting his request for reasonable accommodations, including additional time to learn tasks, one-on-one training, and autism awareness education for his supervisors. These requests were modest, well-supported, and tailored to ensure Mr. Loek could succeed in the role without causing undue hardship to the employer. In January 2025, the City approved several of his accommodations and indicated that onboarding would soon follow. However, without further communication or a meaningful opportunity to respond, Mr. Loek was blindsided in February 2025 by a sudden rescission of his job offer by a newly appointed director who cited "misrepresentation" of his prior City employment—a baseless and pretextual excuse unsupported by fact or law. The truth is that Mr. Loek had accurately reported his prior role as "temporary," consistent with his at-will status in 2021, and had cleared all background checks. The only material change between accommodation approval and the rescission was the assertion of his legal rights under FEHA. The City's conduct—rescinding an offer after granting accommodations and using an invented justification to mask discriminatory motives—violates both FEHA's requirement to engage in the interactive process and its prohibition on adverse action based on disability. Mr. Loek was not denied employment for cause or misconduct—he was excluded because of his disability and his efforts to ensure a fair and inclusive workplace. The City of San Jose is fully liable for the emotional, professional, and financial harm inflicted upon Mr. Loek.

II. Failure to Accommodate in Violation of the Fair Employment and Housing Act

Pursuant to California's Fair Employment and Housing Act, an employer must make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability, whether that individual is an applicant or an employee. (Brundage v. Hahn (1997) 57 Cal. App. 4th 228, 235; 42 U.S.C. § 12101 et seq.) "Reasonable accommodations" are those that would not impose an undue hardship on the operation of the employer's business. (Id.) Moreover, it is unlawful for an employer "to fail to engage in a timely, good faith, interactive process with the employee or applicant to determine effective reasonable accommodations." (Cal. Gov't Code § 12940(n)).

In this case, Mr. Loek fully and proactively engaged in the interactive process, as required under the Fair Employment and Housing Act (FEHA), by requesting reasonable accommodations tailored to his needs as an autistic employee. His requested accommodations—additional time to learn new tasks and individualized training—were both reasonable and practicable, and were expressly approved by the City of San Jose in January 2025. However, despite its approval, the City failed to implement the accommodations, failed to provide written confirmation of next steps, and ultimately abandoned the process altogether. Weeks later, with no prior warning or dialogue, the City rescinded Mr. Loek's job offer after a new director took over—citing a vague and pretextual justification unrelated to his qualifications or conduct. This series of events illustrates a fundamental breakdown of the City's legal obligation to provide reasonable accommodations and to engage in a good-faith, timely interactive process. FEHA mandates more than lip service—it requires concrete action to support employees with disabilities. Here, the City's reversal and inaction not only denied Mr. Loek the support he was legally entitled to but sent a clear message that asserting one's rights would be met with exclusion. Mr. Loek was not requesting special treatment—he was requesting a level playing field,

and the City's failure to honor its commitments constitutes a clear and egregious violation of California law.

III. Wrongful Termination in Violation of the Fair Employment and Housing Act

A wrongful termination from employment is actionable when the termination contravenes a fundamental public policy. (Tameny v. Atlantic Richfield Co. (1980) 27 Cal.3d 167, 172.) A wrongful or retaliatory discharge in violation of California's Fair Employment and Housing Act has been found to contravene a fundamental public policy. (Rojo v. Kliger (1990) 52 Cal. 3d 65, 91.) Consistent with Tameny and its progeny, a wrongful discharge claim based on discrimination constitutes a common law wrongful discharge. (Id.)

In this case, Mr. Loek was wrongfully terminated in violation of fundamental public policy after the City of San Jose unjustly rescinded his employment offer solely due to his disability. Following a formal offer of employment for the Warehouse Worker I position—a role he had previously held with competence—Mr. Loek lawfully requested reasonable accommodations to support him as an autistic employee. These accommodations, which were modest, feasible, and fully within the scope of the City's obligations under FEHA, were initially approved in January 2025. However, without warning or justification, a newly appointed director—who had no prior interaction with Mr. Loek and no firsthand knowledge of his qualifications or performance—unilaterally revoked both the approved accommodations and his job offer. The City's decision was not based on any misconduct or inability to perform the role, but rather on Mr. Loek's disability and his exercise of protected rights. This abrupt and discriminatory termination offends California's deeply rooted public policy against disability discrimination in employment. Under well-established case law, including Tameny v. Atlantic Richfield Co. and Rojo v. Kliger, such a retaliatory discharge based on protected characteristics or the assertion of statutory rights constitutes an actionable wrongful termination in violation of public policy. Mr. Loek had every legal and moral right to request support, and instead of honoring those rights, the City punished him for asserting them—making it fully liable under California law.

OFFER TO SETTLE

In an effort to fully and finally end this ordeal, my client is optimistic that the parties can reach a mutually acceptable agreement. In the event that my client is not afforded a reasonable and equitable settlement, he will insist on a thorough investigation into all of the facts and circumstances surrounding these events, including but not limited to making available to this office the full record of his employment.

In order to settle his claims, thereby preventing the need for a more formal and costly means of resolution, my client believes that a reasonable and equitable settlement would include the following: (1) a redaction of any negative comments and information in his personnel files and (2) compensation in the amount of **$95,000.00.**

FURTHER HANDLING

This letter should be treated as formal notice of my representation of Mr. Loek. Accordingly, all future correspondence and communications regarding this matter should be addressed to this office. Please contact this office at your earliest convenience to discuss the above settlement request. If this matter is not settled by mutual agreement within the next 30 days, my client will have no alternative but to explore all available legal remedies.

Thank you for your anticipated prompt attention and professional courtesy in this matter.

Respectfully,

THE LAW GUYS, APC

Andrew Athanassious

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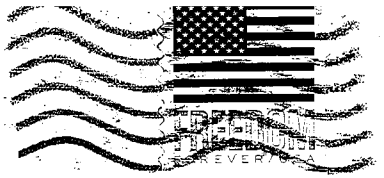

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