No. S289581

IN THE
SUPREME COURT OF THE STATE OF CALIFORNIA

TODD HEARN,
Plaintiff and Petitioner,
vs.

PACIFIC GAS & ELECTRIC COMPANY,
Defendant and Respondent.

After a Decision by the Court of Appeal
First Appellate District, Division Three,
Case No. A167742 c/w
A167991;
Superior Court of the County of Napa,
Case No. 20CV000391, The Honorable
Cynthia P. Smith

APPLICATION FOR LEAVE TO FILE BRIEF FOR *AMICI CURIAE* CALIFORNIA EMPLOYMENT LAW COUNCIL AND CHAMBER OF COMMERCE OF THE UNITED STATES OF AMERICA IN SUPPORT OF RESPONDENT

PROSKAUER ROSE LLP
Anthony J. Oncidi (Cal. State Bar No. 118135)
Philippe A. Lebel (Cal. State Bar No. 274032)
Dixie M. Morrison (Cal. State Bar No. 341850)
2029 Century Park East, Suite 2400
Los Angeles, CA 90067-3010
Telephone: (310) 557-2900
Facsimile: (310) 557-2193
Emails: aoncidi@proskauer.com
plebel@proskauer.com
dmorrison@proskauer.com

Attorneys for *Amici Curiae*
CALIFORNIA EMPLOYMENT LAW COUNCIL and CHAMBER OF COMMERCE OF THE UNITED STATES OF AMERICA

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I. <u>STATEMENT OF INTEREST AND DISCLOSURES</u>

Amicus California Employment Law Council ("CELC") is a voluntary, non-profit organization that promotes the common interests of employers and the general public in fostering the development in California of reasonable, equitable, and progressive rules of employment law. CELC's membership includes approximately 50 private-sector employers in the State of California who collectively employ hundreds of thousands of Californians. CELC has been granted leave to participate as *amicus curiae* in many of California's most significant cases addressing employment law issues.[1]

Amicus the Chamber of Commerce of the United States of America (the "Chamber") is the world's largest business federation. It represents approximately 300,000 direct members and indirectly represents the interests of more than three million companies and professional organizations of every size, in every industry sector, and from every region of the country. An important function of the Chamber is to represent the interests of

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[1] *See, e.g., Hohenshelt v. Super. Ct.* (2025) 18 Cal.5th 310; *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 664; *Huerta v. CSI Electrical Contractors* (2024) 15 Cal.5th 908; *Adolph v. Uber Technologies, Inc.* (2023) 14 Cal.5th 1104; *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58; *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858; *Frlekin v. Apple Inc.* (2020) 8 Cal.5th 1038; *Troester v. Starbucks Corp.* (2018) 5 Cal.5th 829; *Alvarado v. Dart Container Corp. of California* (2018) 4 Cal.5th 542; *Kilby v. CVS Pharmacy, Inc.* (2016) 63 Cal.4th 1.

its members in matters before Congress, the Executive Branch, and the courts. To that end, the Chamber regularly files *amicus curiae* briefs in cases, like this one, that raise issues of concern to the nation's business community.[2]

Pursuant to California Rules of Court 8.520(f)(4)(A) and (B), *Amici* declare that no party or any counsel in the pending appeal either authored this brief in whole or in part or made a monetary contribution to fund the preparation or submission of the accompanying brief, nor did any person or entity make a monetary contribution intended to fund the preparation or submission of the accompanying brief other than *Amici*, their members, and their counsel in this appeal.

II. PROPOSED *AMICUS CURIAE* BRIEF

The central issue in this case—whether a discharged employee can seek tort damages for the same injury arising out of a wrongful-discharge claim—is of critical importance to California employers and, therefore, to CELC and the Chamber. The proposed *amicus curiae* brief will assist the Court in deciding this matter by highlighting both the policies and the

[2] *See, e.g.*, *Hohenshelt v. Super. Ct.* (2025) 18 Cal.5th 310; *Castellanos v. State of California* (2024) 16 Cal.5th 588; *Ramirez v. Charter Communications, Inc.* (2024) 16 Cal.5th 478; *Naranjo v. Spectrum Sec. Services, Inc.* (2024) 15 Cal.5th 1056; *Estrada v. Royalty Carpet Mills, Inc.* (2024) 15 Cal.5th 582; *Adolph v. Uber Technologies, Inc.* (2023) 14 Cal.5th 1104; *Kuciemba v. Victory Woodworks, Inc.* (2023) 14 Cal.5th 993; *Vazquez v. Jan-Pro Franchising Internat., Inc.* (2021) 10 Cal.5th 944; *Kim v. Reins Internat. California, Inc.* (2020) 9 Cal.5th 73; *Frlekin v. Apple Inc.* (2020) 8 Cal.5th 1038.

practicalities in favor of the current status of California law, which allows employers discretion not only in routine personnel decisions but also broad latitude to investigate suspected employee misconduct.

Pursuant to California Rule of Court 8.520(f)(1), *Amici* respectfully request permission to file this *amicus* brief in support of Respondent Pacific Gas & Electric Company in this matter. As explained above, each *Amicus* has a significant stake in the outcome of this case, given their mission to ensure fairness and predictability of laws for employers and businesses throughout California and the hundreds of thousands of employees they collectively employ. *Amici*'s collective experience with and expertise in both the practical aspects of business and employment matters and the specific nuances of California employment law allow them to assist this Court in evaluating this appeal and the lower courts' decisions.

Respectfully submitted,

Dated: December 19, 2025

PROSKAUER ROSE LLP
ANTHONY J. ONCIDI
PHILIPPE A. LEBEL
DIXIE M. MORRISON

By: ______________________
Philippe A. Lebel

Attorneys for *Amici Curiae*
CALIFORNIA EMPLOYMENT LAW COUNCIL and CHAMBER OF COMMERCE OF THE UNITED STATES OF AMERICA

BRIEF IN SUPPORT OF POSITION OF RESPONDENT AND *AMICI CURIAE* CALIFORNIA EMPLOYMENT LAW COUNCIL AND CHAMBER OF COMMERCE OF THE UNITED STATES OF AMERICA

Amici curiae California Employment Law Council ("CELC") and the Chamber of Commerce of the United States of America (the "Chamber") submit this brief,[3] along with the concurrently filed Application for Leave to File Brief, in support of Respondent Pacific Gas & Electric Company ("PG&E").[4]

I. **<u>INTRODUCTION</u>**

This case presents a question of exceptional importance to California's business community: whether routine employee misconduct investigations and any ensuing terminations can be

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[3] Collectively, CELC and the Chamber are referred to herein as "*Amici*."

[4] CELC is a voluntary, nonprofit organization that promotes the common interests of employers and the general public in fostering the development in California of reasonable, equitable, and progressive rules of employment law. CELC's membership includes approximately 50 private-sector employers in the State of California, which collectively employ hundreds of thousands of Californians. The Chamber is the world's largest business federation. The Chamber represents approximately 300,000 direct members and indirectly represents the interests of more than three million companies and professional organizations of every size, in every industry sector, and from every region of the country, including California. *Amici* have a significant stake in the outcome of this case, given each's mission to ensure fairness and predictability of laws for businesses and employers throughout California.

transformed into tort actions carrying devastating damages awards for injuries deriving *solely* from an employee's loss of employment. Put differently: where the *only* injury at issue is the loss of an employee's employment, can a former employee pursue tort liability for what is essentially a wrongful-termination cause of action?

The First Appellate District Court of Appeal (the "Court of Appeal") correctly held that they cannot in reversing the Trial Court's order denying PG&E's motion for judgment notwithstanding the verdict. As the Court of Appeal recognized, while "[t]ort claims, including defamation, may be brought by former employees against their employers" when they arise from independently tortious conduct, defamation claims that are merely "wrongful termination by another name" cannot. *Hearn v. Pacific Gas & Electric Co.* (2025) 108 Cal.App.5th 301, 303-04.

Reversal of the Court of Appeal's holding would upend decades of settled precedent—most notably, *Foley v. Interactive Data Corp*. (1988) 47 Cal.3d 654—that wisely limit the availability of tort remedies for claims arising out of termination decisions to prevent chilling legitimate employer discretion. For nearly 40 years since *Foley*, this Court has maintained a careful balance between employees' contractual rights and employers' ability to manage their workforces, consistently holding that damages for additional tort claims are not available for what should be solely wrongful termination claims. *See, e.g.*, *id.* at page 663; *Hunter v. Up-Right, Inc.* (1993) 6 Cal.4th 1174, 1185 (finding that fraud allegations "cannot serve as a predicate for tort damages otherwise unavailable under *Foley*"). Expanding tort remedies to encompass defamation or other tort claims arising from routine terminations not only would obliterate that balance—it also would expose every employer to the possibility of tort liability (and damages) each time an employer investigates an employee's potential misconduct or discharges an employee thereafter, creating uncertainty, inhibiting lawful (sometimes legally required) investigations, and deterring the very practices California law mandates and encourages to maintain safe workplaces.

The standard for a wrongful-discharge suit following an investigation is well settled: "Was the factual basis on which the employer concluded a dischargeable act had been committed reached honestly, *after an appropriate investigation* and for reasons that that are not arbitrary or pretextual?" *Cotran v. Rollins Hudig Hall Internat., Inc.* (1998) 17 Cal.4th 93, 107 (italics added). Opening the door to defamation or other torts as potential alternative sources of liability for a simple termination claim would drastically alter that standard.

Amici represent employers across California that rely on the predictability of established legal standards to make personnel decisions, conduct investigations, and ensure compliance with the State's employment laws. They urge this Court to affirm the Court of Appeal's decision and reaffirm the longstanding rule that tort damages are not available where an employee's alleged harm arises solely from termination of employment. A ruling in Appellant's Todd Hearn's ("Hearn" or

"Appellant") favor—reinstating the verdict on his defamation cause of action against PG&E—would erode decades of precedent, distort the careful framework this Court has constructed, and impose sweeping and unworkable obligations on California's employers.

Accordingly, *Amici* respectfully request that the Court affirm the Court of Appeal's sound decision.

II. THE COURT SHOULD AFFIRM THE COURT OF APPEAL'S DECISION

A. Reversing the Court of Appeal Will Unreasonably Restrain Employers and Eviscerate Long-Settled Precedent on Contractual vs. Tort Damages.

1. *The Possibility of Tort Damages in Every Routine Wrongful-Discharge Case Will Chill Employer Discretion and Destabilize Commerce.*

In advocating that the Court reinstate the jury's verdict on his defamation claim, Hearn asks the Court to permit him—and others—to recover in tort for the same termination decision the jury found was not a wrongful termination. Reinstating the verdict in Hearn's favor would detrimentally reshape the California employment landscape by constraining employers' traditional discretion over personnel matters, such as the decision to investigate possible employee misconduct or terminate an employee's employment (*e.g.*, as a result of an investigation). Even if an employer demonstrates that it had a legitimate, non-discriminatory, non-retaliatory reason for a discharge, it nonetheless would face a second possibility of liability by virtue of a potential defamation claim deriving from the *same underlying termination decision*.

This is precisely the outcome this Court sought to avoid in *Foley*. As this Court noted in *Hunter*, *Foley* "expressed [the] concern that introducing tort remedies in employment termination would unduly deprive employers of discretion to dismiss employees by raising fears that any dismissal might lead to tort recovery." *Hunter*, 6 Cal.4th at page 1181. *Foley* "emphasized that the expansion of tort remedies in the employment context carried potentially enormous consequences for the stability of the business community." *Id*.

Hunter and *Foley* were right. Reinstating the defamation verdict in Hearn's favor will leave employers exposed to a virtual tsunami of defamation and other tort claims in the vast majority of terminations where an employee disagrees with their employer's decision to discharge them—even where, as in this case, a jury does not even find that the employee's termination was wrongful. "In order to achieve [commercial] stability, it is . . . important that employers not be unduly deprived of discretion to dismiss an employee by the fear that doing so will give rise to potential tort recovery in every case." *Foley*, 47 Cal.3d at page 696. Reversal of the Court of Appeal and the "resultant costs and inhibition of employment decisionmaking" accordingly would be a devastating outcome for California employers. *Hunter*, 6 Cal.4th at page 1185.

Therefore, for the sake of preserving employers' discretion over routine personnel decisions, this Court should affirm the Court of Appeal's decision.

2. *Allowing Employees to Recover Tort Damages for Routine Terminations Would Dramatically Reshape the California Damages Framework.*

In this action, there was no external publication of any allegedly defamatory statement. *See Hearn*, 108 Cal.App.5th at page 310 (noting that the jury found that Hearn proved his defamation claim as to one of the investigator reports only).[5] As a result, the sole basis for any damages—and, in fact, the only damages awarded by the jury—stemmed from Hearn's loss of employment (*i.e.*, termination-related damages). *See id.*, 108 Cal.App.5th at pages 316-17 ("[T]he damages arising from PG&E's defamation were solely related to Hearn's termination. The record indicates Hearn declined to seek damages relating to any reputational injury distinct from his loss of employment."). This runs directly contrary to established precedent regarding the distinction between tort and contractual damages.

In *Rattagan v. Uber Technologies, Inc.* (2024) 17 Cal.5th 1, this Court held that a plaintiff may assert a tort claim "based on conduct occurring in the course of a contractual relationship" only where "the tortious conduct exposes the plaintiff to a risk of harm *beyond the reasonable contemplation of the parties when they*

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[5] *Amici* take the facts of this case from the Court of Appeal's decision below. *E.g.*, *Cruz v. Briseno* (2000) 22 Cal. 4th 568, 570 ("The following uncontradicted facts are taken largely from the Court of Appeal opinion.").

entered into the contract." *Id.* at pages 12-13 (italics added). This essential condition is not present where the only harm that an employee can allege as a result of the alleged tort precisely overlaps the same harm that would have arisen out of a wrongful-termination claim—*i.e.*, the loss of employment.

Because "the employment relationship is fundamentally contractual" and termination of employment is a routine outcome necessarily contemplated by the vast majority of employment relationships, reversing the Court of Appeal's decision would eviscerate both *Rattagan* and *Foley*'s reasoning that a "focus on available contract remedies offers the most appropriate method of expanding available relief for wrongful terminations." *Foley*, 47 Cal.3d at 696, 699; *see also Hine v. Dittrich* (1991) 228 Cal.App.3d 59, 64 (where plaintiff "***suffered no injury independent of his termination***, we read *Foley* as precluding [plaintiff's] tort action" for negligent supervision) (italics and bold added).

This Court's analysis in *Hunter* should continue to apply in the circumstances at issue here. In *Hunter*, the Court found the plaintiff's fraud claim "without substance" because "the result of [the employer's] misrepresentation is indistinguishable from an ordinary constructive wrongful termination. . . . Thus, [the employer] simply employed a falsehood to do what it otherwise could have accomplished directly." *Hunter*, 6 Cal.4th at page 1184.

Here, similarly, the results of the alleged defamation were the same as a run-of-the-mill wrongful discharge: PG&E terminated Hearn's employment. Even accepting for argument's sake that the alleged defamation in connection with PG&E's internal investigation of Hearn's potential misconduct was for the purpose of slandering Hearn so that he would be terminated, that too would be a case of PG&E "simply employ[ing] a falsehood to do what it otherwise could have accomplished directly."

It is for this reason that Hearn's situation—an entirely routine investigation and ensuing termination—does not match the alternative scenario considered in *Hunter*, where "a misrepresentation *not* aimed at effecting termination of employment, but instead designed to induce the employee to alter detrimentally his or her position *in some other respect*, might form a basis for a valid . . . claim." *Id*. at page 1185 (additional italics added). Where the only effect of purportedly tortious conduct in the course of an investigation is the employee's termination, there is simply no way to conjure harm "in some other respect" to that employee.

That is precisely the situation here, and the Court should, therefore, affirm the Court of Appeal's holding.[6]

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[6] To be clear, *Amici* do not suggest that an employer could never be held liable for defamation arising in the employment context, and such an extreme outcome would not be the result of affirming the Court of Appeal's ruling. *Amici* do not contest that employees could pursue defamation or other tort claims based on some *independent harm* from the employer's termination decision. However, where the sole injury is the employer's decision to undertake an investigation and, thereafter, terminate an employee's employment, the sole remedy should be a breach-of-contract, wrongful-termination, discrimination, or retaliation cause of action.

B. **Hearn's Unworkable Standard Would Impose an Impossible Burden on Employers Obligated to Investigate Suspected Misconduct.**

1. *California Law Requires Employers to Investigate Suspected Employee Misconduct.*

A decision reversing the Court of Appeal and reinstating the jury verdict would have a further devastating impact on California employers *and employees* alike. In addition to hamstringing employers' decisions to *terminate* employees due to fear of tort lawsuits, reversal also would chill employers' investigations of suspected employee misconduct—if the investigation's outcome potentially could result in an employee's termination.[7]

Each year, California employers investigate hundreds of thousands of instances of potential employee misconduct ranging from theft and safety violations to discrimination and harassment. These investigations benefit not only employers but also their employees and, in some cases, clientele. Prompt investigation of potential misconduct and, if necessary, corrective action serve not only to preserve standards of ethical conduct but also to comply with legal obligations, including relating to workplace safety and the prevention of unlawful discrimination, harassment, and retaliation.

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[7] Ironically, this chilling effect will increase in correlation with the severity of the alleged misconduct, as more egregious misconduct will, if substantiated, more likely result in a termination.

For example, under California law, an employer that receives a complaint of potential harassment or discrimination based on a legally protected characteristic has a legal duty to conduct a prompt and thorough investigation. *See, e.g.*, *Choochagi v. Barracuda Networks, Inc.* (2020) 60 Cal.App.5th 444, 462 ("The [Fair Employment and Housing Act] mandates that the defendants, acting in good faith, conduct an investigation that is appropriate under the circumstances."); *Cal. Fair Empl. & Hous. Com. v. Gemini Aluminum Corp.* (2004) 122 Cal.App.4th 1004, 1024 (finding that "prompt investigation of the discrimination claim" "is required in order to ensure a discrimination-free work environment"); *Metters v. Ralphs Grocery Co.* (2008) 161 Cal.App.4th 696, 703-04 ("When . . . the complaint is for discrimination under the FEHA, the employer's duty to investigate promptly is 'affirmative and mandatory[.]'") (citations omitted); *Am. Airlines v. Super. Ct.* (2003) 114 Cal.App.4th 881, 890 ("The affirmative and mandatory duty to ensure a discrimination-free work environment requires the employer to conduct a prompt investigation of a discrimination claim."); *Northrop Grumman Corp. v. Workers' Comp. Appeals Bd.* (2002) 103 Cal.App.4th 1021, 1036 ("[A]n employer, faced with an accusation made by a coworker that a supervisor has engaged in racial discrimination against a subordinate, has a legal obligation to investigate that claim.").[8]

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[8] In certain circumstances, where the investigation substantiates allegations of employee misconduct, "[t]he employer also has an obligation to take permanent remedial steps once it has completed its investigation." (E.D. Cal. 2013) *Ortiz v. Georgia*

Should this Court reinstate the verdict in Hearn's favor, California employers will be put in a near-impossible bind each time an employee lodges a complaint about a co-worker or they uncover some other form of potential employee misconduct. If the employer does not investigate, the complainant may file a lawsuit for failing to prevent misconduct,[9] or potentially illegal or unethical conduct could go undetected. If the employer opts to commence an investigation, substantiates wrongdoing, and terminates the employment of the target, however, it opens itself up to a defamation suit for any statements made in the course of that investigation—even if the employer was legally justified in its discharge decision, *as here*.

To see the absurdity and unintended consequences of allowing defamation liability for termination damages, one need look no further than the facts of this very case. The jury found that PG&E did not wrongfully terminate Hearn's employment. However, even though PG&E apparently was privileged to

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Pacific, 973 F.Supp.2d 1162, 1181 (citing (9th Cir. 2001) *Swenson v. Potter*, 271 F.3d 1184, 1188-89). Because these "permanent remedial steps" may include an employee's termination, reinstating the verdict in Hearn's favor would further open up employers to termination-connected tort liability—even where the investigation substantiated the employee's misconduct.

[9] *See* Cal. Gov't Code § 12940(k) (making unlawful an employer's "fail[ure] to take all reasonable steps necessary to prevent discrimination and harassment from occurring"); *see also, e.g.*, *Murillo v. Rite Stuff Foods, Inc.* (1998) 65 Cal.App.4th 833, 839, 852, superseded by statute on other grounds (Employer may be found to have ratified employee's tortious conduct where it "did nothing to investigate or remediate the situation[.]").

terminate Hearn's employment, the jury nonetheless found PG&E liable *for the same loss of employment damages* solely by virtue of the investigation that led to Hearn's termination. Thus, even though the jury apparently believed that Hearn *did* engage in some form of terminable wrongdoing (or, at minimum, that PG&E was privileged to terminate his employment based on that belief), its defamation verdict resulted in the company having to face the same legal consequence as if its termination decision *was* unlawful.

The potential negative consequences of permitting tort recovery for defamation claims based solely on ensuing termination decisions would be especially problematic in the case of an employee whose employment was terminated for sexual harassment. Both an employer and other employees have an interest in investigating and, where warranted, terminating the employment of employees who engaged in unlawful harassment. However, if a company must fear that it will face the possibility of defamation or other tort liability for termination-related damages based on statements made in the context of an investigation, it may be discouraged from taking the necessary steps to ensure a work environment free of harassment. For example, it may limit the scope of its investigation, just to avoid eliciting more potential statements in furtherance of potential defamation claims down the road.[10]

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[10] It is beside the point that California law protects as conditionally privileged common-interest communications made "without malice." Cal. Civ. Code § 47(c). The issue at hand is one of damages: Hearn's position puts employers in an impossible

Well-documented investigations serve an additional public policy besides simply complying with California law. The Court of Appeal in *Jensen v. Hewlett-Packard Co.* (1993) 14 Cal.App.4th 958, observed that performance "evaluations serve the important business purpose of documenting the employer's hiring, promotion, discipline and firing practices." *Id.* at page 964. This applies equally to internal investigations, particularly—to use *Jensen*'s words—"[i]n light of the multitude of laws designed to protect the employee from oppressive employment practices[.]" *Id.*

Allowing employees terminated as a result of an investigation to recover defamation damages for statements made in the course of that investigation accordingly would disincentivize employers from conducting thorough, well-documented investigations. Such a result would benefit neither California employers nor employees.

2. *A Ruling in Hearn's Favor Would Impose an Unworkable "Perfect" Investigation Standard on Employers.*

In a wrongful discharge suit, "[t]he proper inquiry for the jury . . . is '[w]as the factual basis on which the employer concluded a dischargeable act had been committed reached

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bind where employers are obligated to investigate reported misconduct but that very investigation is the vehicle by which the investigation subject can claim damages. And, in a lawsuit where a jury believes that the employer's investigator "got it wrong" in terms of recommending termination, it is difficult to fathom that the same jury will not also find that the investigator acted with malice in doing so.

honestly, *after an appropriate investigation* and for reasons that that are not arbitrary or pretextual?'" *Cotran*, 17 Cal.4th at page 107 (italics added); *see also Jameson v. Pacific Gas & Electric Co.* (2017) 16 Cal.App.5th 901, 910 ("The issue is not whether [the investigator's] conclusions were correct or whether her investigation could have been better or more comprehensive."); *Kodwavi v. Intercontinental Hotels Group Res., Inc.* (N.D. Cal. 2013) 966 F.Supp.2d 971, 984 (Where plaintiff was terminated for allegedly assaulting a coworker, "the truth of [the alleged assault] is not relevant . . . . Instead, the key inquiry is whether the [employer] had a good faith belief in the basis for the action it took.").

Allowing employees discharged following an investigation to pursue defamation liability for statements made in the course of that investigation would place an impossible perfection standard on employer investigations that is both untenable and contrary to established case law. When dealing with human beings, multiple witnesses, and diverging accounts, it is always a possibility that an investigator may communicate an inaccurate and, therefore, purportedly defamatory statement either in their own report or by passing on an interviewee's words.

However, it would be *against* both public policy and established California precedent to allow employees to seek defamation liability under such circumstances. While there is always a risk in investigations that "[s]ome employees will be discharged or demoted based on incorrect or false information from other employees that is not discovered by the employer through a good faith investigation," that "risk is outweighed by the vital need for all employees to have the freedom to act and exchange information[.]" *Sheppard v. Freeman* (1998) 67 Cal.App.4th 339, 346-47. The chilling effect of reinstating the verdict here would be particularly pronounced in emotionally charged scenarios like investigations into sexual harassment complaints. The Court of Appeal in *Bierbower v. FHP, Inc.* (1999) 70 Cal.App.4th 1, grasped this very danger when it recognized, "[t]o hold an employer liable for defamation because one employee must pass on a defamatory allegation of sexual harassment to another for investigation flies in the face of all sexual harassment law." *Id.* at page 7.

At the end of the day, "[a]ny investigation can be criticized, and a plaintiff can always assert that more should have been done, or done differently." *Jameson*, 16 Cal.App.5th at page 912. However, the courts of this state have long recognized that it would simply be unworkable to allow a plaintiff's *post hoc* "point[ing] to flaws in the investigation" to establish an employer's "bad faith" on those grounds alone. *King v. United Parcel Service, Inc.* (2007) 152 Cal.App.4th 426, 439; *see also Silva v. Lucky Stores, Inc.* (1998) 65 Cal.App.4th 256, 275 (affirming summary judgment for employer in wrongful-discharge case even though the investigation leading to the termination "was not perfect").

Here, reversing the Court of Appeal and reinstating the verdict in Hearn's favor would blow a hole in this established precedent by allowing discharged plaintiffs to end-run the more demanding wrongful-discharge standard simply by bringing a defamation claim instead. Such an outcome would not only run contrary to years of California precedent but would also wreak havoc on good-faith employment investigations throughout the state.

III. CONCLUSION

For the reasons stated above, *Amici* respectfully request that the Court affirm the Court of Appeal's ruling.

Dated: December 19, 2025

PROSKAUER ROSE LLP

ANTHONY J. ONCIDI
PHILIPPE A. LEBEL
DIXIE M. MORRISON

By: ______________________
Philippe A. Lebel

Attorneys for *Amici Curiae*
CALIFORNIA EMPLOYMENT LAW COUNCIL and CHAMBER OF COMMERCE OF THE UNITED STATES OF AMERICA

CERTIFICATE OF COMPLIANCE

The foregoing was prepared on a computer. A proportionally spaced typeface was used, as follows:

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Dated: December 19, 2025
Los Angeles, CA

PROSKAUER ROSE LLP

By: ______________________

Anthony J. Oncidi
Philippe A. Lebel
Dixie M. Morrison

2029 Century Park East, Suite 2400
Los Angeles, CA 90067
Tel: 310.557.2900
Fax: 310.557.2193
aoncidi@proskauer.com
plebel@proskauer.com
dmorrison@proskauer.com

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 2029 Century Park East, Suite 2400, Los Angeles, California 90067. On December 19, 2025. I served the foregoing document described as **APPLICATION FOR LEAVE TO FILE BRIEF FOR AMICI CURIAE CALIFORNIA EMPLOYMENT LAW COUNCIL AND CHAMBER OF COMMERCE OF THE UNITED STATES OF AMERICA IN SUPPORT OF RESPONDENT** on the interested parties below, using the following means:

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Robert Linton