

SUPREME COURT OF CALIFORNIA

Romano v. Rockwell International, Inc.

14 Cal. 4th 479 (Cal. 1996) · Decided December 16, 1996

SUMMARY

The California Supreme Court considers when statutes of limitations begin to run in a wrongful-termination action involving contract claims, tort claims, and claims under the California Fair Employment and Housing Act. The court holds that the limitations periods generally begin upon the employee’s actual termination rather than upon earlier notice that termination will occur. The court affirms the Court of Appeal’s reversal of summary judgment for the employer.

CASE DETAILS

COURT	Supreme Court of California
WRITING FOR THE COURT	George, C. J.; Mosk, J.; Baxter, J.; Werdegarr, J.; Chin, J.; Brown, J.; Kennard, J.
JURISDICTION	California
DECIDED	December 16, 1996
DISPOSITION	affirmed
PROCEDURAL POSTURE	Romano appealed from summary judgment entered for Rockwell on the ground that his wrongful-termination, FEHA, contract, and related claims were barred by the applicable statutes of limitations. The Court of Appeal reversed, and the California Supreme Court affirmed.
STANDARD OF REVIEW	The Supreme Court independently reviewed whether undisputed facts established that Rockwell was entitled to summary judgment and whether the claims accrued before the applicable limitations periods expired.
PRECEDENTIAL VALUE	published precedential opinion
PARTIES	William P. Romano v. Rockwell International, Inc.

TOPICS

- wrongful termination
- employment discrimination
- statute of limitations
- summary judgment
- statutory interpretation

PRACTICE AREAS

employment law

contracts

civil procedure

civil rights

QUESTIONS PRESENTED

1. When did Romano's contract claims for breach of an implied employment contract and breach of the implied covenant of good faith and fair dealing accrue for statute-of-limitations purposes?
2. When did Romano's FEHA retaliation and age-discrimination claims accrue under Government Code section 12960?
3. When did Romano's tort claim for wrongful termination in violation of public policy accrue?
4. Whether summary judgment was proper on the ground that the claims accrued when Rockwell notified Romano of the planned termination rather than when his employment actually ended.

HOLDINGS

1. Romano's implied-contract and implied-covenant claims accrued when his employment was actually terminated, not when Rockwell notified him that termination was planned. Even if the notice constituted an anticipatory repudiation, Romano could elect to disregard it and await actual performance or breach.
2. For FEHA claims alleging discriminatory or retaliatory discharge, the limitations period under Government Code section 12960 begins on the date of actual termination, not the date the employer communicates an intention to terminate the employee.
3. A Tameny wrongful-termination claim accrues when the employee is actually dismissed, because dismissal on an improper ground is the legally cognizable breach of the employer's duty.
4. Summary judgment for Rockwell was improper because the claims were timely when measured from Romano's actual termination; the Court of Appeal correctly reversed the trial court.

KEY QUOTATIONS

"We conclude, therefore, that the date that triggers the running of the limitations period under the FEHA is the date of actual termination." (495)

"Because a cause of action for wrongful discharge in violation of public policy accrues at the time of termination of employment, we conclude that the statute of limitations applicable to such a cause of action begins to run at the time of actual termination." (503)

FACTUAL BACKGROUND

Romano worked for Rockwell for 29 years and held a human-resources leadership position. In December 1988, Rockwell informed him that his employment was intended to end when he reached 85 service points, but Romano continued working, receiving his full salary and pursuing the possibility that the termination decision would be reversed. His employment ultimately ended on May 31, 1991, after which he filed an administrative FEHA complaint and then a civil action alleging retaliation, age discrimination, wrongful termination in violation of public policy, and contract-based claims.

PROCEDURAL HISTORY

Romano filed an administrative FEHA complaint on September 18, 1991, received a notice of case closure and right to sue, and filed a superior court complaint on December 9, 1991. The trial court granted Rockwell summary judgment, holding that the limitations periods began when Romano was notified of the planned termination on December 6, 1988. The Court of Appeal reversed, concluding that accrual occurred upon actual termination, and the Supreme Court affirmed.

DISPOSITION

affirmed

CASES CITED

- Mann v. Cracchiolo, 38 Cal. 3d 18, 35 (1985)
- Villa v. McFerren, 35 Cal. App. 4th 733, 741 (1995)
- Jambazian v. Borden, 25 Cal. App. 4th 836, 844 (1994)
- Torres v. Reardon, 3 Cal. App. 4th 831, 836 (1992)
- Spann v. Irwin Memorial Blood Centers, 34 Cal. App. 4th 644, 649 (1995)
- Spear v. California State Automobile Association, 2 Cal. 4th 1035, 1040, 1042 (1992)
- Jolly v. Eli Lilly & Co., 44 Cal. 3d 1103, 1111-1112 (1988)
- Davies v. Krasna, 14 Cal. 3d 502, 512-513 (1975)
- Adams v. Paul, 11 Cal. 4th 583, 592 (1995)
- Taylor v. Johnston, 15 Cal. 3d 130, 137 (1975)
- Gold Mining & Water Co. v. Swinerton, 23 Cal. 2d 19, 29 (1943)
- Story v. San Rafael Military Academy, 179 Cal. App. 2d 416, 417 (1960)
- Brewer v. Simpson, 53 Cal. 2d 567, 593 (1960)
- Trypucko v. Clark, 142 Cal. App. 3d Supp. 1, 7 (1983)
- Lambert v. Commonwealth Land Title Insurance Co., 53 Cal. 3d 1072, 1078 (1991)
- Marketing West, Inc. v. Sanyo Fisher (USA) Corp., 6 Cal. App. 4th 603, 614 (1992)
- Rojo v. Kliger, 52 Cal. 3d 65, 88 (1990)
- Martin v. Lockheed Missiles & Space Co., 29 Cal. App. 4th 1718, 1724 (1994)
- Accardi v. Superior Court, 17 Cal. App. 4th 341, 349 (1993)
- Denny v. Universal City Studios, Inc., 10 Cal. App. 4th 1226, 1232 (1992)
- Dyna-Med, Inc. v. Fair Employment & Housing Commission, 43 Cal. 3d 1379, 1386-1387 (1987)
- People v. Coronado, 12 Cal. 4th 145, 151 (1995)
- Robinson v. Fair Employment & Housing Commission, 2 Cal. 4th 226, 243 (1992)
- Usher v. American Airlines, Inc., 20 Cal. App. 4th 1520, 1525 (1993)
- Ross v. Stouffer Hotel Co. (Hawaii) Ltd., 76 Hawaii 454, 879 P.2d 1037, 1043-1045 (1994)
- Keelan v. Bell Communications, 289 N.J. Super. 531, 674 A.2d 603, 606-607 (App. Div. 1996)

- Allison v. Jumping Horse Ranch, Inc., 255 Mont. 410, 843 P.2d 753, 754-755 (1992)
- Harris v. Home Savings and Loan Association, 663 So. 2d 92, 94-96 (La. Ct. App. 1995)
- Janikowski v. Bendix Corp., 823 F.2d 945, 949-951 (6th Cir. 1987)
- Delaware State College v. Ricks, 449 U.S. 250 (1980)
- Chardon v. Fernandez, 454 U.S. 6 (1981)
- Turner v. Anheuser-Busch, Inc., 7 Cal. 4th 1238, 1245-1246 (1994)
- Flait v. North American Watch Corp., 3 Cal. App. 4th 467, 475-476 (1992)
- Mixon v. Fair Employment & Housing Commission, 192 Cal. App. 3d 1306, 1316 (1987)
- Regents of University of California v. Superior Court, 33 Cal. App. 4th 1710, 1716-1717, 1721-1723 (1995)
- Tameny v. Atlantic Richfield Co., 27 Cal. 3d 167, 170, 172, 178 (1980)
- Gantt v. Sentry Insurance, 1 Cal. 4th 1083, 1094 (1992)
- Foley v. Interactive Data Corp., 47 Cal. 3d 654, 668-669 (1988)
- Shoemaker v. Myers, 2 Cal. App. 4th 1407, 1427 (1992)
- Martin Marietta Corp. v. Lorenz, 823 P.2d 100, 115-116 (Colo. 1992)
- Skrbina v. Fleming Companies, 45 Cal. App. 4th 1353, 1366-1370 (1996)

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