

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Gregory S. Lewis v. SF Bay Area Rapid Transit District (BART)

Lewis v. San Francisco Bay Area Rapid Transit District (BART), No. 25-cv-00869-RS (N.D. Cal. Sept. 12, 2025) · No. 25-cv-00869-RS · Decided September 12, 2025

SUMMARY

The United States District Court for the Northern District of California granted BART’s motion to dismiss portions of Gregory S. Lewis’s First Amended Complaint. The court dismissed claims against parties included in the caption by apparent typographical error and dismissed the wrongful termination or constructive discharge claim because Lewis alleged that he remained employed by BART. The dismissals were granted with leave to amend by October 13, 2025.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	Richard Seeborg
JURISDICTION	United States District Court for the Northern District of California
DECIDED	September 12, 2025
DOCKET	25-cv-00869-RS
DISPOSITION	dismissed
PROCEDURAL POSTURE	Defendant moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss claims in Plaintiff’s First Amended Complaint.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true and construes the pleadings in the light most favorable to the nonmoving party. The complaint must contain sufficient factual allegations to state a claim that is plausible on its face. Pro se pleadings are construed liberally.
PRECEDENTIAL VALUE	Unknown; federal district court order, with no published reporter citation.
PARTIES	Gregory S. Lewis v. SF Bay Area Rapid Transit District (BART)

TOPICS

- ada / disability
- wrongful termination
- constructive discharge
- motions to dismiss
- pleadings

PRACTICE AREAS

employment law

disability discrimination

civil procedure

QUESTIONS PRESENTED

1. Whether claims against the Office of the General Counsel for San Francisco BART and attorneys Sam Dawood and Simran Mahal should be dismissed when those parties appeared only in the caption because of a typographical error and no supporting facts were alleged against them.
2. Whether Lewis plausibly stated claims for wrongful termination or constructive discharge while alleging that he remained employed by BART.

HOLDINGS

1. Claims against the Office of the General Counsel for San Francisco BART, Sam Dawood, and Simran Mahal must be dismissed because the parties appeared only in the caption and the First Amended Complaint alleged no facts supporting claims against them.
2. A plaintiff who alleges that he remains employed has not plausibly stated a wrongful-termination or constructive-discharge claim because wrongful termination requires termination and constructive discharge requires that the plaintiff be driven to quit.
3. Dismissal of the challenged claims should be without prejudice and with leave to amend because amendment was not evidently futile.

KEY QUOTATIONS

“As an individual still employed by BART, Plaintiff has not been terminated nor driven to quit, necessary elements for wrongful termination and constructive discharge respectively.” (at 5)

FACTUAL BACKGROUND

Lewis, an electrician still employed by BART, alleged that physical restrictions related to back and leg conditions prevented him from performing some electrician duties and that BART failed to accommodate him or engage in a good-faith interactive process. He claimed that BART did not offer medical separation and required him either to obtain a full release or accommodated restrictions, retire, resign, or return to work. Although he asserted wrongful termination or constructive discharge, he alleged that he remained employed by BART and sought reinstatement.

PROCEDURAL HISTORY

Lewis initially sued BART and individual defendants alleging disability discrimination and related claims. The court dismissed the original complaint and granted leave to amend, except as to certain claims against the individual defendants. Lewis then filed a First Amended Complaint, and BART moved to dismiss claims against parties mistakenly listed in the caption and the wrongful-termination/constructive-discharge claim. The court granted the motion and dismissed those claims with leave to amend by October 13, 2025.

DISPOSITION

dismissed

CASES CITED

- Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 570 (2007)
- Conley v. Gibson, 355 U.S. 41, 47 (1957)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- UMG Recordings, Inc. v. Shelter Capital Partners LLC, 718 F.3d 1006, 1014 (9th Cir. 2013)
- Knievel v. ESPN, 393 F.3d 1068, 1072 (9th Cir. 2005)
- Hebbe v. Pliler, 627 F.3d 338, 342 (9th Cir. 2010)
- Lucas v. Department of Corrections, 66 F.3d 245, 248 (9th Cir. 1995)
- Dumas v. Kipp, 90 F.3d 386, 393 (9th Cir. 1996)
- Zucco Partners LLC v. Digimarc Corp., 552 F.3d 981, 1007 (9th Cir. 2009)
- In re Vantive Corp. Securities Litigation, 283 F.3d 1079, 1097-98 (9th Cir. 2002)
- Garcia-Brower v. Premier Automotive Imports of CA, LLC, 269 Cal. Rptr. 3d 856, 865 (Cal. App. 1st Dist. 2020)
- Turner v. Anheuser-Busch, Inc., 876 P.2d 1022, 1031 (Cal. 1994)
- Wagner v. Sanders Associates, Inc., 638 F. Supp. 742, 745 (C.D. Cal. 1986)