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9 **UNITED STATES DISTRICT COURT**
10 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

11 Dan Rife, an individual,
12 Plaintiff,
13 v.
14 Cerner Corporation,
15 Defendant.

Case No. 23CV2303-W-MMP
ANSWER TO COMPLAINT
JURY TRIAL DEMANDED

16 Defendant Cerner Corporation (“Cerner” or “Defendant”) responds to the allegations in
17 Plaintiff’s Complaint as follows:

18 1. Paragraph 1 of the Complaint contains allegations to which no response is
19 required. To the extent an answer is required, Defendant denies the allegations in Paragraph 1
20 of the Complaint.

21 2. Defendant denies the allegations in Paragraph 2 of the Complaint.

22 3. Defendant denies the allegations in Paragraph 3 of the Complaint.

23 4. Defendant denies the allegations in Paragraph 4 of the Complaint.

24 5. Defendant denies the allegations in Paragraph 5 of the Complaint.

25 6. Defendant denies the allegations in Paragraph 6 of the Complaint.

26 7. Defendant denies the allegations in Paragraph 7 of the Complaint.

27 8. Defendant admits that Plaintiff was terminated from his position at Cerner
28 Corporation. Defendant denies the remaining allegations of Paragraph 8 of the Complaint.

1 **PARTIES - PLAINTIFF**

2 9. Defendant lacks information or belief sufficient to answer the allegations of
3 Paragraph 9, and basing its denial on this ground, denies each and every allegation thereof.

4 **PARTIES – DEFENDANT**

5 10. Defendant admits that it is a California Registered Corporate Agent registered to
6 conduct business in California, maintains its principal place of business at 8779 Hillcrest Road,
7 Kansas City, MO 64137, and employs more than five (5) employees.

8 **JURISDICTION AND VENUE**

9 11. Defendant admits the allegations in the Complaint raise federal questions under
10 federal law.

11 12. Defendant denies that this Court has subject matter jurisdiction over the federal
12 claims, as Plaintiff signed an arbitration agreement with Defendant that requires resolution of
13 claims such as these through the arbitration process.

14 13. Defendant denies that this Court has supplemental jurisdiction over the state
15 claims, as Plaintiff signed an arbitration agreement with Defendant that requires resolution of
16 claims such as these through the arbitration process.

17 14. Defendant denies that this Court has the authority to grant the requested relief, as
18 Plaintiff signed an arbitration agreement with Defendant that requires resolution of claims such
19 as these through the arbitration process.

20 15. Defendant denies that venue is proper in this Court, as Plaintiff signed an
21 arbitration agreement with Defendant that requires resolution of claims such as these through
22 the arbitration process.

23 **STATEMENT OF FACTS**

24 **A. MR. RIFE’S RELIGIOUS BELIEFS**

25 16. Defendant lacks information or belief sufficient to answer the allegations of
26 Paragraph 16, and basing its denial on this ground, denies each and every allegation thereof.

1 17. Defendant lacks information or belief sufficient to answer the allegations of
2 Paragraph 17, and basing its denial on this ground, denies each and every allegation thereof.

3 18. Defendant lacks information or belief sufficient to answer the allegations of
4 Paragraph 18, and basing its denial on this ground, denies each and every allegation thereof.

5 19. Defendant lacks information or belief sufficient to answer the allegations of
6 Paragraph 19, and basing its denial on this ground, denies each and every allegation thereof.

7 20. Defendant lacks information or belief sufficient to answer the allegations of
8 Paragraph 20, and basing its denial on this ground, denies each and every allegation thereof.

9 21. Defendant lacks information or belief sufficient to answer the allegations of
10 Paragraph 21, and basing its denial on this ground, denies each and every allegation thereof.

11 **B. MR. RIFE'S EMPLOYMENT HISTORY**

12 22. Defendant admits that Mr. Rife was originally employed by Palomar Health as a
13 workstation technician. To the extent allegations in Paragraph 22 extend beyond, or differ from,
14 the foregoing admission, those allegations are denied.

15 23. Defendant admits that in or around 2012, Palomar Health purchased a contract
16 with Defendant by which Defendant hired current Palomar Health employees, including
17 Mr. Rife. To the extent allegations in Paragraph 23 extend beyond, or differ from, the foregoing
18 admission, those allegations are denied.

19 24. Defendant admits that Mr. Rife became a full-time employee with Defendant as a
20 workstation technician in or around 2013. To the extent allegations in Paragraph 24 extend
21 beyond, or differ from, the foregoing admission, those allegations are denied.

22 25. Defendant admits that Mr. Rife was promoted to Systems Engineer in 2015 and
23 was later employed as a Senior Systems Engineer until his termination in November 2021. To
24 the extent allegations in Paragraph 25 extend beyond, or differ from, the foregoing admission,
25 those allegations are denied.

1 26. Defendant admits that Mr. Rife was responsible for creating, testing, and
2 deploying operating system packages and the application of packages to new and existing
3 devices as a Senior Systems Engineer. To the extent allegations in Paragraph 26 extend beyond,
4 or differ from, the foregoing admission, those allegations are denied.

5 27. Defendant admits that Mr. Rife tested new equipment, such as desktop computers,
6 laptops, and mobile devices as well as created new policies and procedures for facility
7 technology equipment use in his position as Senior Systems Engineer. To the extent allegations
8 in Paragraph 27 extend beyond, or differ from, the foregoing admission, those allegations are
9 denied.

10 28. Defendant denies the allegations in Paragraph 28 of the Complaint.

11 **C. DEFENDANT’S COVID-19 VACCINE POLICIES**

12 29. Defendant admits that its COVID-19 vaccination policy required employees to be
13 fully vaccinated against COVID-19 by September 30, 2021 or have an approved religious or
14 medical exemption on file on or before that date. To the extent allegations in Paragraph 29 extend
15 beyond, or differ from, the foregoing admission, those allegations are denied.

16 30. Defendant lacks information or belief sufficient to answer the allegations of
17 Paragraph 30, and basing its denial on this ground, denies each and every allegation thereof.

18 31. Defendant lacks information or belief sufficient to answer the allegations of
19 Paragraph 31, and basing its denial on this ground, denies each and every allegation thereof.

20 32. Defendant lacks information or belief sufficient to answer the allegations of
21 Paragraph 32, and basing its denial on this ground, denies each and every allegation thereof.

22 **D. DEFENDANT’S DENIAL OF REQUEST FOR A RELIGIOUS**
23 **ACCOMMODATION**

24 33. Defendant admits that on or about August 25, 2021, Plaintiff submitted a written
25 request for a religious exemption from Cerner’s COVID-19 policy—in the form of a
26 downloadable pre-written template from a website called Advocates for Faith & Freedom—and
27 explained his religious reasons for objecting to Cerner’s COVID-19 vaccine policy. To the extent

1 allegations in Paragraph 33 extend beyond, or differ from, the foregoing admission, those
2 allegations are denied.

3 34. Defendant admits that Plaintiff's written request for a religious exemption cited
4 the use of fetal cell lines derived from procured abortion in testing, development, or production
5 of the COVID-19 vaccines. To the extent allegations in Paragraph 34 extend beyond, or differ
6 from, the foregoing admission, those allegations are denied.

7 35. Defendant lacks information or belief sufficient to answer the allegations of
8 Paragraph 35, and basing its denial on this ground, denies each and every allegation thereof.

9 36. Defendant lacks information or belief sufficient to answer the allegations of
10 Paragraph 36, and basing its denial on this ground, denies each and every allegation thereof.

11 37. Defendant admits that Human Resources met with Plaintiff to discuss his request
12 for religious exemption in an attempt to find an accommodation. To the extent allegations in
13 Paragraph 37 extend beyond, or differ from, the foregoing admission, those allegations are
14 denied.

15 38. Defendant denies the allegations in Paragraph 38.

16 39. Defendant admits that Plaintiff received the email from Human Resources attached
17 as Exhibit A to Plaintiff's Complaint.

18 40. Defendant admits only that Plaintiff was informed by Human Resources that his
19 religious accommodation request did not qualify for an exemption under applicable law. To the
20 extent allegations in Paragraph 40 extend beyond, or differ from, the foregoing admission, those
21 allegations are denied.

22 41. Defendant admits only that, in accordance with Cerner's COVID-19 vaccination
23 policy, Plaintiff was given until September 30, 2021 to begin the vaccination series and that his
24 failure to do so would subject him to disciplinary action, up to and including termination. To the
25 extent allegations in Paragraph 41 extend beyond, or differ from, the foregoing admission, those
26 allegations are denied.

1 42. Defendant denies each and every, all and singular, of the allegations in Paragraph
2 42.

3 **E. DEFENDANT’S TERMINATION OF MR. RIFE’S EMPLOYMENT**

4 43. Defendant admits only that it did not request additional, written information
5 regarding Plaintiff’s religious beliefs after he submitted his accommodation request, as
6 Defendant interviewed Plaintiff to obtain additional information.

7 44. Defendant denies the allegations in Paragraph 44.

8 45. Defendant denies the allegations in Paragraph 45.

9 46. Defendant denies the allegations in Paragraph 46.

10 47. Defendant denies the allegations in Paragraph 47.

11 48. Defendant denies the allegations in Paragraph 48.

12 49. Defendant denies the allegations in Paragraph 49.

13 50. Defendant denies the allegations in Paragraph 50.

14 51. Defendant denies the allegations in Paragraph 51.

15 52. Defendant admits only that Plaintiff did not comply with Cerner’s COVID-19
16 vaccine mandate. Defendant lacks information or belief sufficient to answer the remaining
17 allegations of Paragraph 52, and basing its denial on this ground, denies each and every
18 allegation thereof.

19 53. Defendant admits that Plaintiff was terminated on or about November 2, 2021 for
20 failing to comply with Cerner’s COVID-19 vaccination policy.

21 54. Defendant lacks information or belief sufficient to answer the allegations of
22 Paragraph 54, and basing its denial on this ground, denies each and every allegation thereof.

23 55. Defendant lacks information or belief sufficient to answer the allegations of
24 Paragraph 55, and basing its denial on this ground, denies each and every allegation thereof.

1 90. Paragraph 90 contains one or more legal conclusions to which no response is
2 required. To the extent an answer is required, Defendant denies the allegations in Paragraph 90
3 of the Complaint.

4 91. Paragraph 91 contains one or more legal conclusions to which no response is
5 required. To the extent an answer is required, Defendant denies the allegations in Paragraph 91
6 of the Complaint.

7 92. Defendant denies the allegations in Paragraph 92 of the Complaint.

8 93. Defendant denies the allegations in Paragraph 93 of the Complaint.

9 94. Defendant denies the allegations in Paragraph 94 of the Complaint.

10 95. Defendant denies the allegations in Paragraph 95 of the Complaint.

11 **FIFTH CAUSE OF ACTION**

12 **Violation of California’s Fair Employment and Housing Act**
13 **(Cal. Gov’t Code § 12940)**
14 **Failure to Accommodate**

15 96. Defendants incorporate by reference and re-allege its responses in each and every
16 preceding paragraph of this Answer as though fully set forth herein.

17 97. Paragraph 97 contains one or more legal conclusions to which no response is
18 required. To the extent an answer is required, Defendant denies the allegations in Paragraph 97
19 of the Complaint.

20 98. Paragraph 98 contains one or more legal conclusions to which no response is
21 required. To the extent an answer is required, Defendant denies the allegations in Paragraph 98
22 of the Complaint.

23 99. Paragraph 99 contains one or more legal conclusions to which no response is
24 required. To the extent an answer is required, Defendant denies the allegations in Paragraph 99
25 of the Complaint.

26 100. Defendant lacks information or belief sufficient to answer the allegations of
27 Paragraph 100, and basing its denial on this ground, denies each and every allegation thereof.

28 101. Defendant denies the allegations in Paragraph 101 of the Complaint.

1 102. Defendant denies the allegations in Paragraph 102 of the Complaint.

2 103. Defendant denies the allegations in Paragraph 103 of the Complaint.

3 104. Defendant denies the allegations in Paragraph 104 of the Complaint.

4 **AFFIRMATIVE DEFENSES**

5 1. Plaintiff's Complaint is subject to dismissal for lack of jurisdiction due to the fact
6 that Plaintiff signed an arbitration agreement, which encompasses all of the allegations in
7 Plaintiff's Complaint and all causes of action therein. Cerner reserves the right to file a Motion
8 to Compel Arbitration.

9 2. One or more claims of the Complaint fail to state complaints sufficient to constitute
10 any cause of action against Cerner.

11 3. One or more claims of the Complaint are barred by the applicable statute of
12 limitations, or any contractual statute of limitations set forth in Plaintiffs' employment
13 agreements.

14 4. Defendant is entitled to an offset for any monies received by Plaintiff from any
15 source in compensation for any alleged economic damages and any alleged non-economic
16 damages, under the common law doctrine of offset and under the doctrine prohibiting double
17 recovery set forth under *Witt v. Jackson*, 57 Cal.2d 57 (1961) and its progeny.

18 5. The claims alleged in the Complaint are barred, in whole or in part, by the doctrines
19 of res judicata and collateral estoppel, to the extent that Plaintiff and any allegedly aggrieved
20 employee has asserted in any prior legal or administrative proceeding that he or she was entitled
21 to recovery for the claims asserted in the Complaint, and did not prevail on such claims.

22 6. The claims in the Complaint are barred, in whole or in part, because Plaintiff failed
23 to exhaust his administrative remedies and otherwise failed to comply with the statutory
24 prerequisites to bringing this action.

25 7. Defendant's alleged conduct, which is expressly denied, was not the proximate
26 cause of Plaintiff's alleged injuries and damages.

1 18. Plaintiff's claim for punitive or exemplary damages is deficient insofar as
2 Defendant's conduct, even as alleged (but expressly denied), does not meet the standard for an
3 award of punitive damages under California law.

4 **RESERVATION OF RIGHTS**

5 Defendant presently has insufficient knowledge or information on which to form a belief
6 as to whether it may have additional, as yet unstated, affirmative defenses available. Defendant
7 reserves the right to assert additional defenses if discovery indicates that any additional defenses
8 would be appropriate. Defendant further reserves the right to bring a motion to compel Plaintiff
9 to resolve this matter through the arbitration process pursuant to a valid and enforceable
10 arbitration agreement signed by Plaintiff and Cerner.

11 **PRAYER**

12 WHEREFORE, Defendant prays for judgment as follows:

- 13 A. That Plaintiff take nothing by his Complaint;
14 B. That the Complaint herein be dismissed in its entirety with prejudice;
15 C. That Cerner recover its costs of suit incurred herein, including reasonable
16 attorney fees; and
17 D. That the court award such other and further relief as it deems just and proper.
18 E. Defendant demands a jury trial on all claims to which such right exists, in the
19 alternative, if this case is not compelled into arbitration per the parties' contractual
20 agreement.

21 RESPECTFULLY SUBMITTED this 1st day of February, 2024.

22 **STINSON LLP**

23
24 By 

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