

LOS ANGELES

Daily Journal

— SINCE 1888 —

THURSDAY,
APRIL 12, 2007
VOL. 120 NO. 71
\$ 2.50

© 2007 Daily Journal Corporation. All Rights Reserved

\$4 Million Paid to Fired Man Seals the Deal for No Appeal

By Anne Marie Ruff
Daily Journal Staff Writer

Anthony Person spent two years crafting a deal to buy the commercial security company Brassfield Communications, for which financiers and partners rewarded him with a 20 percent stake and the position of president and chief operating officer.

But 14 months after the \$6 million deal closed, and just seven days after securing a \$3 million loan to the Commerce-based company, with his own home no less, Person was inexplicably fired.

According to Person's lawyer, Paul Greenwald, the partners gave several reasons for firing Person. They said the company was lagging financially and that staff morale was low. They accused him of overseeing improper billing procedures,

using a company credit card for personal expenses and stealing \$184 to buy a mirror.

When Person tried to return to work, his partners accused him of trespassing, according to Greenwald of Greenwald & Hoffman in Santa Ana.

Person believed his was a case of wrongful termination, and so with his wife, Glenda, he sued his former partners Anthony Giangrande, Harold Stadler and Les Crodgen, listing 13 counts of fraud and breach of contract.

The three partners countersued, alleging Person owed the company \$200,000, the value of his stock.

A Los Angeles jury dismissed the claims in the countersuit and agreed Person's firing was unwarranted. On Feb. 15, after two and a half days of deliberations, jurors awarded the

See Page 4 — \$4 MILLION

\$4 Million Paid to Fired Man Seals the Deal for No Appeal

Continued from page 1

Persons \$4 million in compensatory and punitive damages.

"The incredible thing was we got the verdict against the individuals, not the company," Greenwald said.

According to court documents, Giangrande had a net worth of \$25 million.

The award is believed to be one of the largest monetary judgments in a civil wrongful termination case not involving racial bias or sexual discrimination in California.

In an unusual twist for a verdict of this size, the defendants last month paid the award in full, eliminating the possibility of an appeal or a court-mandated reduction in amount.

Defense counsel Charles Swartz of Cornman & Swartz in Irvine said the payment "was a business decision only. It was not based on the merits of the case. We believed we

had good grounds for appeal."

Greenwald disagreed — the reasons for termination given by the defense, he said, were specious and easily dismissed.

Further, he said, Giangrande's videotaped deposition was particularly damaging to the defense.

Greenwald said he regularly records all his depositions and edits them himself for trial. In this case, he recorded Giangrande saying they had considered a severance package for Person, but the defendants were "looking for the cheapest way to get rid of him."

The defendants also said they considered firing Person six months before they actually did. Greenwald alleges they had to defer their plan until they could secure a loan to refinance nearly half the company's purchase price.

Swartz noted that while his clients paid the award, no judgment had been entered against them.