
Decision for the plaintiff on wrongful termination claim

In a March 2004 case involving a former employee, the Denver District Court ruled for the plaintiff on a wrongful termination in violation of public policy charge. The court ruled for the defendant on a breach of employment contract charge. The plaintiff was awarded \$40,562 in actual damages and \$27,040 in punitive damages.

The Case

The plaintiff, Donald J. Kruda, sued his former employer, Evergreen Resources, Inc., for wrongful termination in violation of public policy, breach of employment contract for a definite period of time, and punitive damages. Kruda is a Canadian citizen who is an expert on coil tubing. The defendant is an oil and gas exploration company.

Kruda alleged that the defendant entered into an employment contract that had a term of four years, a set salary, and a provision for 5,000 shares of Evergreen stock as an incentive. He alleged that the defendant said it would obtain a work visa for him so he could work in the United States. The defendant never obtained a work visa for the plaintiff, so Kruda went back to Canada to wait for the visa.

The defendant terminated Kruda's employment by a letter dated October 15, 2001. The plaintiff claimed that the defendant breached the employment contract by failing to obtain a work visa, by directing him to enter the United States without a work visa, by lying to immigration officials about the nature of his visit, and by terminating his employment when he refused to work in the United States without a work visa.

The defendant alleged that the plaintiff was an independent contractor who was responsible for obtaining his own work visa. The defendant also denied that there was an employment contract for a fixed period of time and denied violating any laws. The company alleged that it never asked the plaintiff to violate any laws and the plaintiff failed to identify any laws that had been violated.

The court decided for the defendant on the breach of employment contract. The jury found that there was an employment contract, but it did not provide that the contract would last for four years.

The court decided for the plaintiff on the wrongful termination in violation of public policy claim and awarded the plaintiff \$40,562 in actual damages and \$27,040 in punitive damages.

What This Case Means to Counties

The Denver District Court ruled for the plaintiff on the wrongful termination in violation of public policy claim, applying U.S. law to enforce public policy governing employment relationships – even under oral or written contracts. To avoid wrongful termination lawsuits, counties should honor all of the details of an employment contract, and make sure every point is thoroughly addressed, preferably in a written contract.

Colorado's public policy wrongful discharge claim protects employees who refuse to violate civil and criminal laws.

For more information, contact CTSI at 303-861-0507.