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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

AUG 20 2012

John A. Clarke, Executive Officer/Clerk  
BY Mary Flores, Deputy

Attorneys for PLAINTIFF, DEBRA LIZARRAGA

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

DEBRA LIZARRAGA,

Case No.

BC 490618

PLAINTIFF,

v.

COMPLAINT FOR DAMAGES FOR:

KAISER FOUNDATION HEALTH  
PLAN, INC., a Corporation; DONALD  
LOVEJOY, an individual and Does 1  
through 100 Inclusive.

Defendants.

1. Wrongful Termination in Violation of Public Policy
2. Disability Discrimination (Govt Code 12940)
3. Harassment Due to Disability (Govt Code 12940)
4. Failure to Engage in Interactive Process (Govt Code 12940)
5. Failure to Reasonably Accommodate Disability (Govt Code 12940(k))
6. Failure to Prevent Discrimination (Govt Code 12940(k))
7. Unlawful Retaliation
8. Common Law and Statutory Slander and Libel (Civ Code 43, 46(3))
9. Intentional Infliction of Emotional Distress
10. Failure to Provide or Allow Meal Period Breaks
11. Failure to Pay All Wages Including Overtime Compensation
12. Failure to Pay All Wages At Time of Termination
13. Violation of Labor Code 226(a)(2)
14. Waiting Time Penalties (Lab Code 2010-203)

CIT/CASE: BC490618 LEA/DEFH;  
RECEIPT #: CH9757076  
DATE PAID: 8/20/12  
PAYMENT: \$4,000.00  
RECEIVED: 03:45:45 PM  
CASH: 08/20/12  
CHECK: 08/20/12  
ANG: 08/20/12  
RD: 08/20/12

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2 **DEMAND FOR JURY TRIAL**

3 PLAINTIFF, DEBRA LIZARRAGA complains and alleges as follows:

4 **GENERAL ALLEGATIONS**

5 1. PLAINTIFF, DEBRA LIZARRAGA ("PLAINTIFF"), is a resident of the County  
6 of Los Angeles, State of California.

7 2. PLAINTIFF is informed and believes that at all times herein mentioned,  
8 Defendant, KAISER FOUNDATION HEALTH PLAN, INC. ("EMPLOYER") is a duly  
9 organized corporation doing business in Pasadena, California.

10 3. PLAINTIFF is informed and believes that at all times herein mentioned,  
11 Defendant, Donald LOVEJOY ("LOVEJOY") is an individual over the age of 18 and resides in  
12 the County of Orange, State of California.

13 4. PLAINTIFF is ignorant of the true names and capacities, whether individual,  
14 corporate, or associate, of those defendants fictitiously sued as DOES 1 through 100 inclusive and  
15 so PLAINTIFF sues them by these fictitious names. PLAINTIFF is informed and believes that  
16 each of the DOE defendants resides in the State of California and is in some manner responsible  
17 for the conduct alleged herein. Upon discovering the true names and capacities of these  
18 fictitiously named Defendants, PLAINTIFF will amend this complaint to show the true names  
19 and capacities of these fictitiously named defendants.

20 5. Unless otherwise alleged in this complaint, PLAINTIFF is informed, and on the  
21 basis of that information and belief alleges, that at all times herein mentioned, each of the  
22 remaining codefendants, in doing the things hereinafter alleged, were acting within the course,  
23 scope, and under the authority of their agency, employment, or representative capacity, with the  
24 consent of his/its codefendants.  
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**FACTUAL ALLEGATIONS**

6. PLAINTIFF was employed full time as a lead accountant by EMPLOYER at an annual salary of \$57,000 at EMPLOYER's Pasadena, California office from on or about August 7, 2000 to on or about February 21, 2012 at which time PLAINTIFF was wrongfully terminated due to her disability, for exercising her right to take medical/disability leave and for complaining about and opposing EMPLOYER's repeated acts of discrimination, harassment and retaliation.

7. At all times PLAINTIFF performed her job duties competently.

8. On or about October 1, 2008, PLAINTIFF was assigned to work in EMPLOYER's property accounting department ("Department") which was chronically and severely mismanaged, understaffed and failed to provide PLAINTIFF or the staff with adequate or necessary training.

9. As a result of the mismanagement, poor or non-existent training, understaffing, extremely heavy and demanding work load as well as conflicting and unrealistically short deadlines for completion of work assignments, PLAINTIFF was placed under enormous stress and was routinely required to work in excess of 8 hours per day and/or 40 hours per week without receiving any additional pay including premium pay.

10. Although PLAINTIFF diligently tried to perform her best under such adverse conditions, PLAINTIFF's complaints to management including her supervisor Cheryl Enriquez ("Enriquez") and manager, LOVEJOY regarding the aforementioned adverse working condition were completely disregarded and invariably met with the same response: "It [the work] needs to be done." In response to PLAINTIFF's complaints, Enriquez would invariably tell PLAINTIFF "Don needs it now."

11. Following a restructuring of the Department during late 2009, the lead accountants assumed responsibility to perform any and all work that the staff accountants were unable to

1 complete or perform. The staff accountants were similarly overloaded with work which invariably  
2 resulted in the lead accountants being forced to continually assume the additional work load.

3 12. During the first two years that PLAINTIFF worked in the Department, LOVEJOY  
4 barely spoke to or even acknowledged PLAINTIFF, speaking to PLAINTIFF only when  
5 absolutely necessary or in order to reprimand PLAINTIFF. LOVEJOY only spoke to  
6 PLAINTIFF after the first two years as a result of the paper that PLAINTIFF wrote and delivered  
7 to LOVEJOY and his director, Sharon Cassell ("Cassell") following PLAINTIFF's first stress  
8 leave towards the end of December 2010.  
9

10 13. LOVEJOY had told the office staff a joke about a "5 minute rule," where an employee  
11 waits to leave work after the boss has gone for 5 minutes. George Torgeson ("Torgeson") and  
12 PLAINTIFF both repeated LOVEJOY's joke. However, LOVEJOY only reprimanded  
13 PLAINTIFF, telling PLAINTIFF that since she was a lead accountant and was in a leadership  
14 position, she should not be repeating his joke.  
15

16 14. Despite Enriquez' patent lack of familiarity with PLAINTIFF's work assignments,  
17 Enriquez was constantly at PLAINTIFF's work station giving PLAINTIFF instructions.  
18

19 15. Due to the hectic pace in the Department and understaffing, during the last year of  
20 PLAINTIFF's employment, PLAINTIFF was not afforded and denied the opportunity to take  
21 mandatory meal period breaks and frequently forced to eat lunch at her desk while still working.  
22

23 16. PLAINTIFF often volunteered to capitalize larger equipment projects that Enriquez  
24 was prepared to assign to PLAINTIFF's co-workers, Torgeson or Sheng Wu ("Wu").  
25

26 17. During the transition period within the Department, PLAINTIFF sought to make  
27 herself more valuable to the Department by acquiring knowledge and expertise on the larger  
28 equipment projects as well as training others on new tasks.

18. Despite PLAINTIFF's best efforts to willingly take on new job assignments and

1 assist the Department in any way possible, Enriquez often accused PLAINTIFF of being  
2 uncooperative and unwilling to assist the operation of the Department.

3 19. Despite assuming responsibility for work that was often very tedious and time  
4 consuming, Enriquez would constantly go to PLAINTIFF's desk and tell her what to do. When  
5 PLAINTIFF objected to Enriquez' over supervising, Enriquez would denigrate PLAINTIFF by  
6 telling PLAINTIFF's co-workers, "You know how Deby is."

7  
8 20. Since PLAINTIFF was outspoken about her inordinately heavy work load and unfair  
9 criticism and over supervision, PLAINTIFF was subject to retaliation including being given an  
10 evaluation that was excessively and unfairly critical and unfairly degraded PLAINTIFF's work  
11 performance.

12  
13 21. Following the restructuring of the Department, management held a meeting to discuss  
14 the progress and state of the Department. During the meeting in response to management's  
15 request that PLAINTIFF offer her opinion as to how things were going in the Department,  
16 PLAINTIFF spoke out on behalf of herself and co-workers and informed management that there  
17 were so many conflicting deadlines and the work load was so heavy making it impossible for  
18 PLAINTIFF and her co-workers to be able to perform all of the work according to management's  
19 demands. As a result of being outspoken, in a later review PLAINTIFF was accused of "taking  
20 over and controlling the meeting."

21  
22 22. Due to the stress of working in this hostile work environment where PLAINTIFF was  
23 being severely overworked, overly scrutinize, monitored, unfairly attacked my management,  
24 PLAINTIFF developed severe chest pains and was forced to seek medical care for stress and  
25 anxiety.

26  
27 23. Later during a peer group meeting and shortly before the People Pulse Survey (an  
28 opportunity for the employees to rate the company, Department and management) and where the

1 employees were told to be as candid as possible, PLAINTIFF again spoke out about the  
2 unrealistic and conflicting deadlines that she and others were faced with. LOVEJOY arranged for  
3 PLAINTIFF's co-worker, Steven Williams ("Williams") to lead the meeting. Williams told the  
4 group that management had given the staff everything that they had complained about-training  
5 and reorganization and that there should be nothing to complain about. PLAINTIFF spoke up and  
6 announced to the group that the problem with conflicting deadlines and too much work remained.  
7 During the peer group meeting, PLAINTIFF asked the others why no one else filled out an  
8 anonymous card to inform management about the issues with excessive amounts of work and  
9 conflicting deadlines. PLAINTIFF's co-worker, Danny Moore ("Moore") told PLAINTIFF that  
10 he did not fill out the card because he simply had too much work to do. Although other staff  
11 members silently acknowledged and agreed with PLAINTIFF's complaints, PLAINTIFF's co-  
12 workers were afraid to speak out. Following the peer meeting, one of the male co-workers,  
13 either Williams or Torgeson informed management that PLAINTIFF was complaining about the  
14 workload.  
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16  
17 24. At least once per month, beginning or about December 2008 and continuing on  
18 through the last date that PLAINTIFF physically performed work for EMPLOYER on or about  
19 April 2011, PLAINTIFF would complain to Enriquez that the stress from being overworked,  
20 overly scrutinized and monitored was making her sick and PLAINTIFF experienced severe chest  
21 pains, felt that she was going to have a heart attack and having difficulty breathing, including  
22 asthmatic attacks. Each time, Enriquez would merely dismiss PLAINTIFF's complaints, refused  
23 to offer PLAINTIFF any type of accommodation and often make sarcastic and/or mocking  
24 comments toward PLAINTIFF about her medical condition/disabilities including saying "You're  
25 sick, you're sick." Enriquez conceded that everyone in the Department had too much work to do  
26 but that LOVEJOY would not do anything about it. Rather than reduce PLAINTIFF's workload  
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1 or the close scrutiny, Enriquez seemingly acknowledged that the workload was too much for  
2 PLAINTIFF, later told PLAINTIFF "do what you can do." Despite Enriquez' apparent softening  
3 of her demands, Enriquez would ignore her own words and continued to harass and pressure  
4 PLAINTIFF about her workload, telling PLAINTIFF "Is it done?" "I need work by 3 p.m.," "Don  
5 needs work right away," and other similar comments.  
6

7 25. Management consistently pressured PLAINTIFF and other staff to remain at work  
8 despite illnesses or health conditions. On or about the early part of 2009, one of PLAINTIFF's  
9 co-workers, Sheng Wu ("Wu") became very sick. PLAINTIFF was surprised to see Wu at work  
10 and Wu informed PLAINTIFF that management had forced her to report to work because Wu had  
11 too much work to do.  
12

13 26. During the large fires in the Pasadena area on or about September 2009, PLAINTIFF  
14 experienced difficulty breathing and had to go to the doctor which prompted Enriquez to mock  
15 PLAINTIFF telling her, "You can't breathe, you can't breathe." Enriquez would pressure  
16 PLAINTIFF to remain at work even when it was apparent that she was having great difficulty  
17 breathing.  
18

19 27. On or about January 2010, PLAINTIFF became sick, as a result of being in close  
20 proximity to Wu who was at work sick. As a result, PLAINTIFF experienced problems with  
21 asthma that took several weeks to control.  
22

23 28. Despite feeling very sick from the unrelenting asthmatic attacks, PLAINTIFF tried  
24 to return to work in order to complete the month end deadlines and informed Enriquez that once  
25 PLAINTIFF completed the month end work, PLAINTIFF would then return to the doctor.  
26 Enriquez insinuated to PLAINTIFF that despite her illness, PLAINTIFF should not leave work as  
27 Enriquez remained at PLAINTIFF's desk asking PLAINTIFF to show her how to do the work,  
28 despite the fact that PLAINTIFF had already shown Enriquez how to do the work and also gave

1 Enriquez the names of other staff who could do the work.

2 29. As PLAINTIFF's cough worsened, PLAINTIFF's co-workers complained to  
3 LOVEJOY about PLAINTIFF's loud hacking cough. Finally, LOVEJOY came to PLAINTIFF's  
4 desk and told PLAINTIFF that she needed to leave work immediately. When PLAINTIFF  
5 returned to work on or about February 2010, PLAINTIFF was still coughing. Although  
6 PLAINTIFF had submitted a doctor's note which released PLAINTIFF to return to work without  
7 restrictions, LOVEJOY insisted that PLAINTIFF required a doctor's note specifically stating that  
8 she was not contagious before he would permit PLAINTIFF to return to work.  
9

10 30. Although PLAINTIFF found LOVEJOY's requirements to be intrusive and invasion  
11 of her medical privacy, PLAINTIFF complied with LOVEJOY's demand by obtaining and  
12 submitting a note from her doctor which confirmed that PLAINTIFF's condition was not  
13 contagious.  
14

15 31. Due primarily to the asthma and related breathing problems, PLAINTIFF exercised  
16 her right to take medical/disability leave a substantial part of 2010.

17 32. On or about November 15, 2010, as a direct result of PLAINTIFF's disability,  
18 exercise of right to take medical leave/disability leave and complaints to management about  
19 overloading her with work and overly scrutinizing her work despite PLAINTIFF's disability,  
20 PLAINTIFF received a write up from Enriquez which falsely and unfairly accused PLAINTIFF  
21 of committing numerous violations, including pushing back work assignments.  
22

23 33. Management refused to consider PLAINTIFF's explanation or rebuttal to the false  
24 write up as PLAINTIFF informed management that she never pushed back her work assignments.  
25 On certain occasions when Enriquez would try and assign PLAINTIFF other employees' work,  
26 PLAINTIFF would inform Enriquez that she was overloaded with work and did not have  
27 sufficient time to help at that moment. Enriquez overlooked those many occasions where  
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1 PLAINTIFF had volunteered to help out the Department by taking on new work and filling in for  
2 other staff members who needed assistance with their work assignments.

3 34. On or about November 15, 2010, PLAINTIFF was placed on medical leave and  
4 referred to a work stress class and then returned to work on December 27, 2010.

5 35. On or about January 7, 2011, PLAINTIFF was placed on a Job Performance  
6 Improvement Action Plan ("PERFORMANCE PLAN") wherein PLAINTIFF was deliberately  
7 and falsely accused of being insubordinate and defiant for complaining about conflicting  
8 deadlines and unrealistic deadlines.

9 36. The PERFORMANCE PLAN called for regular follow up meetings with management  
10 to follow PLAINTIFF's progress and stated that management would meet with PLAINTIFF in 90  
11 days on or about March 20, 2011 to determine whether PLAINTIFF had satisfactorily met the  
12 requirements of the PERFORMANCE PLAN.

13 37. From December 27, 2010 until PLAINTIFF went on leave in April 2011,  
14 PLAINTIFF was overloaded with 3 areas of responsibility, Downey, Orange County and  
15 Regional Offices. LOVEJOY admitted to PLAINTIFF that she was assigned more work than her  
16 co-workers. At first LOVEJOY told PLAINTIFF that he would check in to her complaints about  
17 the excessive work load. However, LOVEJOY later told PLAINTIFF that it was not that much  
18 more work and he would not have to reassign some of her work. From about January 2011  
19 through on or about April 2011, PLAINTIFF also had to assume approximately one-half of the  
20 workload that her then co-worker, Elizabeth Montes de Oca ("Montes de Oca") had while Montes  
21 de Oca was on a medical/disability leave.

22 38. As a result of the workload, as well as management's constant over supervision and  
23 interference with PLAINTIFF's work, PLAINTIFF developed extreme stress, anxiety, chest  
24 pains, respiratory problems and was forced to go to the doctor as she believed that she may have  
25

1 been having a heart attack.

2 39. Despite the fact that PLAINTIFF's absences was medically related, on or about  
3 January 27, 2011, PLAINTIFF received a write up from Enriquez and LOVEJOY due to her  
4 "poor" attendance.

5 40. Despite obtaining approval for FMLA leave, Cassell told PLAINTIFF that it was  
6 unacceptable for PLAINTIFF to be sick as often as she had been. PLAINTIFF told Collins that she  
7 had asthma and could not breathe. Nonetheless, Collins reiterated that PLAINTIFF's absences  
8 were unacceptable.  
9

10 41. On or about February 2011, PLAINTIFF was holding her head up with her left hand  
11 and LOVEJOY checked with PLAINTIFF to see whether she was trying to "flip him" off.  
12

13 42. PLAINTIFF advised LOVEJOY that she would be willing to review the work but  
14 would return the errors back to co-worker Moore as it was Moore's work and the Department  
15 protocol called for the staff member who committed the error to be the one who would always be  
16 correct their work.

17 43. On March 24, 2011, PLAINTIFF discovered that Moore had an entire hospital of  
18 equipment to capitalize. PLAINTIFF informed LOVEJOY that she could help Moore all day on  
19 March 24, 2011 so that he could get his work done. PLAINTIFF had already scheduled a vacation  
20 day for March 25, 2011. PLAINTIFF informed LOVEJOY that the only way that she could  
21 review Moore's work would be to skip her vacation day. LOVEJOY told PLAINTIFF that would  
22 not be necessary and told PLAINTIFF to get other co-workers to review Moore's work. Both  
23 Noel Conde ("Conde") and Khanh Nyguen ("Nyguen") agreed to review Moore's work.  
24 Apparently, Torgeson reviewed the work but did not quite finish the review.  
25

26 44. On or about March 28, 2011 while PLAINTIFF was walking toward her desk, a co-  
27 worker Loanne ("Loanne") from a different Department suddenly approached PLAINTIFF  
28

1 yelling and brought PLAINTIFF that PLAINTIFF had coded something wrong. When  
2 PLAINTIFF said that she would look, Loanne grabbed the paper out of PLAINTIFF's hand and  
3 brought it to the supervisor Nyguen.

4 44. On or about April 7, 2011, LOVEJOY falsely accused PLAINTIFF of deliberately  
5 failing to perform a co-worker's work because PLAINTIFF purportedly knew that LOVEJOY  
6 would not be at work on March 28, 2011.

7  
8 45. Moore's work had been assigned to PLAINTIFF due to the fact that LOVEJOY  
9 claimed that he did not have time to do the review. PLAINTIFF was assigned the work unaware  
10 that the entire hospital of equipment had not been capitalized. Had PLAINTIFF been aware of  
11 this fact, PLAINTIFF would have divided the review work amongst all of the accountants.

12  
13 46. On our about April 7, 2011 PLAINTIFF complained to Cassell that LOVEJOY had  
14 falsely accused PLAINTIFF of not reviewing the work. PLAINTIFF reminded Cassell that the  
15 office protocol was that a reviewer never corrects the co-worker's work. The office policy had  
16 always been that the reviewer marks up the errors with a red pen and it is incumbent upon the  
17 person who is responsible to do the work to correct any such errors. PLAINTIFF told Cassell that  
18 all of the false accusations against her were "criminal." Cassell refused to consider PLAINTIFF's  
19 remarks and blindly defended LOVEJOY. Cassell also accused PLAINTIFF of refusing to help  
20 Loanne. PLAINTIFF told Cassell that she was unable to think straight after Loanne was yelling at  
21 her for no reason. PLAINTIFF told Cassell that Loanne did not have the right to yell at her to  
22 which Cassell responded, "Loanne must know how you are."

23  
24 47. PLAINTIFF went to the emergency room where she received stress medication and  
25 PLAINTIFF was placed on medical/disability leave on or about April 8, 2011.

26  
27 48. PLAINTIFF returned to work briefly on April 11, 2011 to complete a very long  
28 reclassification for Dave Chowdhury ("Chowdhury"). That same day, Cassell told PLAINTIFF

1 "We are going to see if we are going to terminate you." PLAINTIFF then left work and returned  
2 to the emergency room for severe chest pain as PLAINTIFF believed that she was having a heart  
3 attack.

4 49. Beginning on or about April 8, 2011 and continuing, PLAINTIFF was placed on  
5 medical/disability leave for 4-6 weeks at a time which was extended through January 30, 2012.  
6

7 50. On or about July 27, 2011, PLAINTIFF filed a workers compensation claim against  
8 EMPLOYER for internal injuries including psyche, stress, anxiety as well as right shoulder.

9 51. On or about January 23, 2012, PLAINTIFF attempted to contact Nguyen regarding her  
10 return to work. Since PLAINTIFF did not receive a return call, PLAINTIFF then contacted Barry  
11 Nelson ("Nelson") in the Human Resources Department on or about January 26, 2012 and  
12 Nelson told PLAINTIFF that EMPLOYER was not ready for PLAINTIFF's return and that  
13 EMPLOYER was placing PLAINTIFF on paid administrative leave until such time.  
14

15 52. Nelson called PLAINTIFF to meet with him and Cassel on or about early February  
16 2012. During the meeting, Nelson questioned PLAINTIFF about her version of what had  
17 transpired in the Department. PLAINTIFF related her account of the discrimination, harassment  
18 and retaliation that she had been subjected to during the past approximately 2 ½ years.  
19 Nelson and Cassell promised PLAINTIFF they would investigate her complaints.  
20

21 53. PLAINTIFF was once again sent home on paid administrative leave.

22 54. Nelson later called PLAINTIFF to return to work for a meeting on February 21, 2012.  
23 When PLAINTIFF appeared for the meeting with Nelson and Cassell, PLAINTIFF was advised  
24 that she was being terminated and was given a termination letter. Nelson and Cassell falsely  
25 represented to PLAINTIFF at the time that they had fully investigated PLAINTIFF's complaints.  
26

27 55. Defendants EMPLOYER and LOVEJOY's actions alleged above are sufficiently  
28 similar in kind and occurred with reasonably frequency and had not acquired a degree of

1 permanence such that defendants EMPLOYER and LOVEJOY should be held responsible for  
2 their acts of discrimination, harassment and retaliation commencing on or about 2008 through the  
3 duration of PLAINTIFF's employment.

4 56. On or about August 16, 2012, PLAINTIFF filed with the Department of Fair Housing  
5 and Employment charges against EMPLOYER for discrimination alleging that PLAINTIFF was  
6 fired due to her disability, for exercising her right to take medical/disability leave and for  
7 opposing her EMPLOYER's harassment, discrimination and retaliatory behavior based upon the  
8 foregoing. True and correct copies of these charges have been attached to this complaint, made a  
9 part hereof, and have been marked as Exhibit 1. On or about August 16, 2012 the Department of  
10 Fair Housing and Employment issued, to PLAINTIFF, a Notice of Case Closure and Right to Sue  
11 letter of which a true and correct copy has been attached hereto, marked as Exhibit 2, and made a  
12 part hereof.  
13  
14

#### 15 16 **FIRST CAUSE OF ACTION**

#### 17 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

18 (Against EMPLOYER and DOES 1 through 100)

19 57. PLAINTIFF hereby incorporates and re-alleges the allegations set forth in Paragraphs  
20 1 through 56 above as though fully stated herein.

21 58. Under California law, no employee, whether they are an at-will employee, or an  
22 employee under a written or other employment contract, can be terminated for a reason that is in  
23 violation of a fundamental public policy. In recent years, the California court has interpreted a  
24 fundamental public policy to be any articulable constitutional, statutory, or regulatory provision  
25 that is concerned with a matter effecting society at large rather than a purely personal or  
26 proprietary interest of the employee or the employer. Moreover, the public policy must be  
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1 fundamental, substantial, and well established at the time of discharge.

2 59. PLAINTIFF is informed, believes, and based thereon, alleges that EMPLOYER and  
3 DOES 1 through 100, and each of them, terminated PLAINTIFF in violation of public policy due  
4 her disability, for exercising her right to take medical/disability leave, for filing a workers  
5 compensation claim and for opposing EMPLOYER's harassment, discrimination and retaliation  
6 of PLAINTIFF for engaging in said protective activity. EMPLOYER and DOES 1 through 100  
7 acts in terminating PLAINTIFF for the above reasons violates the following statutes that affect  
8 society at large:  
9

10 a. California Labor Code §132(a) which prohibits employers from discriminating or  
11 retaliating against an employee for filing a workers compensation claim;

12 b. California Government Code § 12940 (a), which prohibits employers and supervisors  
13 from harassing, discriminating or retaliating against an employee who has a known disability and  
14 makes it unlawful for an employer to discriminate against a disabled employee in compensation  
15 or in terms, conditions or privileges of employment;

16 c. California Government Code § 12940(m)(n) which requires employers to initiate and  
17 engage in a timely, good faith interactive process with disabled employees to determine which  
18 accommodations will work and provide a reasonable accommodation to workers who are either  
19 disabled or "regarded as" disabled by the employer, even if they are not actually disabled;

20 d. California Government Code § 12940(k) which requires employers to take affirmative  
21 steps to prevent discrimination, harassment or retaliation in the workplace against disabled  
22 employees;

23 e. California Civil Code §§ 1709 and 1710 which impose liability upon one for deceit by  
24 one who willfully deceives another with intent to enter into a contract;

25 f. California Civil Code §§ 1572 and 1573 which impose liability for actual and  
26

1 constructive fraud;

2 g. California Civil Code §43 and 46(3) which protects persons from personal insult,  
3 defamation and from injury to one's personal relations and which prohibit false and unprivileged  
4 communications which tend to injure a person in respect to their office, profession, trade or  
5 business, either by imputing to one general disqualification in those respects which the office or  
6 other occupation peculiarly requires, or by imputing something with reference to her office,  
7 profession, trade, or business that has a natural tendency to lessen its profits;

8 h. California Business and Professions Code §17200 which prohibit unfair, unlawful or  
9 fraudulent business practices;

10 i. California Labor Code §1194 which requires Employers to pay employees premium pay  
11 for hours worked in excess of eight (8) hours in a workday and/or forty (40) hours in a given  
12 workweek;

13 j. California Labor Code §§201-203 which require prompt payment of all wages at the  
14 time of termination;

15 k. Phillips v. Gemini Moving Specialists, 63 Cal.App.4<sup>th</sup> 563, 570, 74 Cal.Rptr.2d 29, 33  
16 (2<sup>nd</sup> App. Dist. 1998), Gould v Maryland Sound Industries, 31 Cal.App. 4<sup>th</sup> 1067, 37 Cal. Rptr. 2d  
17 718 and Gantt v. Sentry Ins., 1 Cal. App. 4<sup>th</sup> 1083, 1095, 4 Cal. Rptr. 2d 874 (1992) concluding  
18 that California courts have long recognized that wage and hour laws concern the health and safety  
19 of workers and the general public health and general welfare of society. Thus, it is a public  
20 policy to promptly pay employees their wages due, and it is therefore a violation of public policy  
21 not to promptly pay employees all wages due and owing at the time of discharge;

22 l. California Labor Code §204(a) which provides that all wages, other than those  
23 mentioned in §§201, 202, 204.1, or 204.2, earned by any person in any employment are due and  
24 payable twice during each calendar month, on days designated in advance by the employer as the  
25

1 regular paydays or once a month on or before the 26<sup>th</sup> day of the month during which the labor  
2 was performed if the entire month's salaries, including the unearned portion between the date of  
3 payment and the last day of the month;

4 m. California Labor Code §215 makes it a misdemeanor for any person, or agent,  
5 manager, superintendent, or office thereof, who violates any provision of California Labor Code §  
6 204 for failing to pay PLAINTIFF all of her wages due and earned;

7 n. California Labor Code §226 which states that employer shall, at the time of each  
8 payment of wages, furnish each of his or her employees, with as a detachable part of the check,  
9 draft or voucher paying the employee's wages, or separately when wages are paid by personal  
10 check or cash, an accurate itemized statement in writing show in any applicable order of the  
11 Industrial Welfare Commission, all deductions, provide that all deductions made on written  
12 orders of the employee be aggregated and show as one item, net wages earned, the inclusive dates  
13 of the period for which the employee is paid. An employee suffering injury as a result of a  
14 knowing intentional failure by an employer to comply with subdivision (a) is entitled to recover  
15 the greater of all actual damages of fifty dollars (\$50) for the initial pay period in which a  
16 violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent  
17 pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled  
18 to an award for costs and reasonable attorney's fees for such violation;

19 o. California Labor Code §1102.5(c) which prohibits an employer from retaliating against  
20 an employee for refusing to participate in an activity that would result in violation of state or  
21 federal rule or regulation;

22 p. California Labor Code §1102.6 which California Labor Code §1102.6 which upon  
23 demonstration that there has been a violation of Labor Code 1102.5, shifts the burden on the  
24 employer to demonstrate by clear and convincing evidence that the alleged action would have  
25  
26  
27  
28



1 occurred for legitimate, independent reasons even if the employee had not engaged in activities  
2 protected by Section 1102.5;

3 q. California Labor Code §923 which provides that individual workers have the right to  
4 designate a representatives of their own choosing to negotiate the terms and conditions of their  
5 employment for the purpose of mutual aid or protection;

6 r. California Labor Code §218.5 for recovery of costs and attorney fees for relief  
7 associated with PLAINTIFF's prosecution of this cause of action under California Labor Code  
8 §§200, et seq;

9 s. California Government Code §12965(b) which provides for an award of attorneys fees  
10 and costs associated with PLAINTIFF's prosecution of the causes of action under California  
11 Government Code §12900 et seq.; and

12 t. All other state and federal statutes, regulations, administrative orders, and ordinances  
13 which effect society at large, and which discovery will reveal were violated.

14  
15  
16 60. PLAINTIFF alleges that EMPLOYER and DOES 1 through 100, and each of them,  
17 violated substantial, codified, public policies, affecting society at large, by violating the statutes  
18 and the California Constitution, as described in the above paragraphs, when EMPLOYER and  
19 DOES 1 through 100, and each of them, terminated PLAINTIFF in violation of public policy by  
20 terminating her because of her disability, for exercising her right to take medical/disability leave,  
21 and for opposing Employer's harassment, discrimination and retaliation for engaging in said  
22 protected activity. Specifically, the PLAINTIFF alleges that EMPLOYER and DOES 1 through  
23 100, and each of their violations of the above-referred statutes affect society at large by:

24  
25 a. allowing EMPLOYER and DOES 1 through 100, and each of their employees and  
26 supervisors to harass, discriminate and retaliate against their disabled employees, those  
27 employees who exercise their right to take disability/medical leave and who oppose an  
28

1 employer's harassment, discrimination and retaliation for engaging in protected activity;

2 b. allowing EMPLOYER and DOES 1 through 100, and each of their employees and  
3 supervisors to harass, discriminate and retaliate against their disabled employees who file workers  
4 compensation claims;

5 c. defrauding PLAINTIFF by representing to their employees that the EMPLOYER  
6 complies with the equal opportunity laws;

7 d. terminating an employee for having a disability, for exercising her right to take  
8 medical/disability leave and for opposing EMPLOYER's unlawful business practices;

9 e. terminating an employee for opposing discrimination, harassment and retaliation;

10 f. misclassifying PLAINTIFF as an exempt employee in an effort to deprive PLAINTIFF  
11 of compensation including premium pay;

12 g. failing to pay PLAINTIFF for all hours worked including at the required overtime and  
13 double time rates;

14 h. failing to pay PLAINTIFF all wages due and owing at the time of termination; and

15 i. engaging in unlawful business practices including terminating PLAINTIFF due to her  
16 disability, for exercising her right to take disability/medical leave, for filing a workers  
17 compensation claim and for opposing employer's harassment, discrimination and retaliation for  
18 engaging in a protected activity.

19  
20  
21 61. As a direct, foreseeable, and proximate result of the EMPLOYER and DOES 1  
22 through 100, and each of them, as described in this cause of action, the PLAINTIFF has suffered,  
23 and continues to suffer, severe emotional distress, substantial losses in salary, bonuses, job  
24 benefits, prevailing wages, and other employment benefits she would have received from  
25 EMPLOYER and DOES 1 through 100, and each of them, plus expenses incurred in obtaining  
26 substitute employment, as well as financial losses, all to the PLAINTIFF'S damage, in a sum  
27  
28

1 within the jurisdiction of this court, to be ascertained according to proof.  
2

3 **SECOND CAUSE OF ACTION**

4 **DISCRIMINATION BASED ON DISABILITY**

5 (Against EMPLOYER and DOES 1 through 100)

6  
7 62. PLAINTIFF hereby incorporates and re-alleges the allegations set forth in Paragraphs  
8 1 through 61 above as though fully stated herein.

9 63. PLAINTIFF is a member of a class protected from disability discrimination; those  
10 with and/or regarded by their employer as having a disability requiring disability leave and  
11 medical treatment, sometimes during working hours. PLAINTIFF suffers, or is perceived by  
12 Employer to suffer, from disabilities that interfere with and limit major life activities, including  
13 work. Defendant EMPLOYER discriminated against PLAINTIFF in the terms, conditions and  
14 existence of PLAINTIFF's employment based on PLAINTIFF's disabilities. EMPLOYER's  
15 misconduct violated Government Code § 12940, including subsection (a).  
16

17 64. EMPLOYER failed to engage in a timely, good faith, interactive process with  
18 PLAINTIFF to determine effective reasonable accommodations for her disability. This violated  
19 Govt. Code § 12940, including subsection (n).  
20

21 65. EMPLOYER failed to make reasonable accommodations for the disabilities of  
22 PLAINTIFF. This violated Govt. Code § 12940, including subsection (m).

23 66. EMPLOYER's wrongful conduct proximately caused PLAINTIFF to suffer general,  
24 special and statutory damages in an amount to be proven. PLAINTIFF has been required to hire  
25 an attorney and is entitled to recover reasonable attorney fees.  
26  
27  
28

**THIRD CAUSE OF ACTION**  
**HARASSMENT DUE TO DISABILITY**

(Against all Defendants)

67. PLAINTIFF hereby incorporates and re-alleges the allegations set forth in Paragraphs 1 through 66 above as though fully stated herein.

68. PLAINTIFF is a member of a class protected from disability discrimination or harassment due to disability; those with and/or regarded by their employer as having a disability requiring disability leave and medical treatment, sometimes during working hours. PLAINTIFF suffers, or is perceived by EMPLOYER to suffer, from disabilities that interfere with and limit major life activities, including work. Defendant EMPLOYER discriminated and harassed PLAINTIFF in the terms, conditions and existence of PLAINTIFF's employment based on PLAINTIFF's disabilities as alleged in paragraphs 6-54. EMPLOYER's misconduct violated Government Code § 12940, including subsection (a).

69. EMPLOYER failed to engage in a timely, good faith, interactive process with PLAINTIFF to determine effective reasonable accommodations for her disability. This violated Govt. Code § 12940, including subsection (n).

70. EMPLOYER failed to make reasonable accommodations for the disabilities of PLAINTIFF. This violated Govt. Code § 12940, including subsection (m).

71. EMPLOYER's wrongful conduct proximately caused PLAINTIFF to suffer general, special and statutory damages in an amount to be proven. PLAINTIFF has been required to hire an attorney and is entitled to recover reasonable attorney fees.

1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO ENGAGE IN TIMELY GOOD FAITH INTERACTIVE PROCESS**

3 **(CAL. GOVT CODE §§ 12926.1(e), 12940(n))**

4 **(Against EMPLOYER and DOES 1 through 100)**

5  
6 72. PLAINTIFF hereby incorporates and re-alleges the allegations set forth in Paragraphs  
7 1 through 71 above as though fully stated herein.

8 73. PLAINTIFF hereby brings this cause of EMPLOYER under California Government  
9 Code §§12926.1(e) and 12940(n) which requires employers to engage in a timely, good faith  
10 interactive process in response to a request for a reasonable accommodation by and employee  
11 with a known physical disability or where the employers perceives the employee to have a  
12 disability.

13  
14 74. EMPLOYER failed to make any effort to accommodate PLAINTIFF's disabilities.

15 75. Upon learning of PLAINTIFF's disabilities beginning on or about December 2008  
16 and continuing, EMPLOYER failed to engage in an interactive process with PLAINTIFF to  
17 identify and implement appropriate reasonable accommodations.

18 76. Instead, EMPLOYER retaliated against PLAINTIFF due to her disability, for  
19 exercising her right to take medical/disability leave and for opposing EMPLOYER's illegal  
20 harassment, discrimination and retaliation for engaging in protected activity by imposing various  
21 forms of discipline including reprimanding PLAINTIFF, imposing a PERFORMANCE PLAN on  
22 or about January 7, 2010, issuing a deliberately false written warning on or about January 27,  
23 2011 and by wrongfully terminating PLAINTIFF on or about February 21, 2012 and defaming  
24 PLAINTIFF by deliberately falsely accusing PLAINTIFF of engaging in unprofessional conduct  
25 and in failing to comply with the terms of the PERFORMANCE PLAN.

26  
27 77. As a direct, foreseeable, and proximate result of the action of EMPLOYER and  
28

1 DOES 1 through 100, and each of them, as described in this cause of EMPLOYER, the  
2 PLAINTIFF has suffered, and continues to suffer, severe emotional distress, substantial losses in  
3 salary, bonuses, job benefits, prevailing wages, and other employment benefits she would have  
4 received from EMPLOYER and DOES 1 through 100, and each of them, plus expenses incurred  
5 in obtaining substitute employment, as well as financial losses, all to the PLAINTIFF's damage,  
6 in a sum within the jurisdiction of this court, to be ascertained according to proof.  
7

8  
9 **FIFTH CAUSE OF ACTION**

10 **FAILURE TO REASONABLY ACCOMMODATE KNOWN DISABILITY**

11 **(CAL. GOVT CODE § 12940(m))**

12 **(Against EMPLOYER and DOES 1 through 100)**

13  
14 78. PLAINTIFF hereby incorporates and re-alleges the allegations set forth in Paragraphs  
15 1 through 77 above as though fully stated herein.

16 79. PLAINTIFF hereby brings this cause of action under California Government Code  
17 §12940(m) which requires employers to make a reasonable accommodation for known disability  
18 of its employees to enable them to perform a position's essential functions, unless doing so would  
19 cause undue hardship to the employer's operations.  
20

21 80. Although EMPLOYER was aware of PLAINTIFF's disability including her acute  
22 stress, anxiety, asthma and respiratory problems and right shoulder, EMPLOYER failed to make  
23 sufficient effort to accommodate PLAINTIFF's disability.

24 81. EMPLOYER retaliated against PLAINTIFF for exercising her right to take  
25 medical/disability leave by overloading her with work, pressuring PLAINTIFF to compete work  
26 assignments, ignoring PLAINTIFF's complaints regarding excessive workload and conflicting  
27

1 deadlines, overly scrutinizing PLAINTIFF, imposing unwarranted disciplinary actions and then  
2 by terminating PLAINTIFF.

3 82. As a direct, foreseeable, and proximate result of the actions of EMPLOYER and  
4 DOES 1 through 100, and each of them, as described in this cause of action, the PLAINTIFF has  
5 suffered, and continues to suffer, severe emotional distress, substantial losses in salary, bonuses,  
6 job benefits, prevailing wages, and other employment benefits she would have received from  
7 EMPLOYER and DOES 1 through 100, and each of them, plus expenses incurred in obtaining  
8 substitute employment, as well as financial losses, all to the PLAINTIFF's damage, in a sum  
9 within the jurisdiction of this court, to be ascertained according to proof.  
10

#### 11 12 **SIXTH CAUSE OF ACTION**

#### 13 **FAILURE TO PREVENT HARASSMENT AND DISCRIMINATION**

14 (Against EMPLOYER and DOES 1 through 100)

15 83. PLAINTIFF hereby incorporates and re-alleges the allegations set forth in Paragraphs  
16 1 through 82 above as though fully stated herein.

17 84. As discussed in detail above, PLAINTIFF, while performing her job duties, was  
18 forced to endure continual harassment, discrimination, and retaliation and was ultimately  
19 terminated based on her disability, for exercising her right to take medical/disability leave, for  
20 filing a workers compensation claim and for complaining about the harassment, discrimination  
21 and retaliation.  
22

23 85. Under FEHA, EMPLOYER and DOES 1 through 100, and each of them, were  
24 required to take reasonable steps to prevent harassment and discrimination in the workplace but  
25 failed to do so. Instead, PLAINTIFF was deprived of necessary assistance, subjected to further  
26 harassment and retaliation, and eventually terminated.  
27

1 86. As a direct, foreseeable, and proximate result of the conduct complained of in this  
2 cause of action, PLAINTIFF has suffered, and continues to suffer emotional distress, substantial  
3 losses in salary, bonuses, job benefits, and other employment benefits PLAINTIFF would have  
4 received from EMPLOYER and DOES 1 through 100, and each of them, plus expenses incurred  
5 in obtaining substitute employment and not being regularly employed for months, all to her  
6 damage in a sum within the jurisdiction of this court, to be ascertained according to proof.  
7

8  
9 **SEVENTH CAUSE OF ACTION**  
10 **RETALIATION FOR ENGAGING IN PROTECTED ACTIVITY**

11 (Against EMPLOYER and DOES 1 through 100)

12 87. PLAINTIFF hereby incorporates and re-alleges the allegations set forth in Paragraphs  
13 1 through 86 above as though fully stated herein.  
14

15 88. EMPLOYER was motivated to discriminate against PLAINTIFF on grounds that  
16 violate the FEHA, codified in the Government Code, in retaliation for having a disability, for  
17 exercising the right to take disability/medical leave, complaining about harassment,  
18 discrimination and retaliation in the workplace.

19 89. As a direct, foreseeable, and proximate result of the conduct complained of in this  
20 cause of EMPLOYER, the PLAINTIFF has suffered, and continues to suffer emotional distress,  
21 substantial losses in salary, bonuses, job benefits, and other employment benefits PLAINTIFF  
22 would have received from EMPLOYER and DOES 1 through 100, and each of them, plus  
23 expenses incurred in obtaining substitute employment, all to her damage in a sum within the  
24 jurisdiction of this court, to be ascertained according to proof.  
25

26 90. As a further proximate result of the aforementioned wrongful conduct, PLAINTIFF  
27 has had to employ the services of attorneys to pursue her legal rights, to PLAINTIFF'S damage in  
28



1 an amount unknown at this time, but according to proof at trial.

2  
3 **EIGHTH CAUSE OF ACTION**  
4 **COMMON LAW AND STATUTORY LIBEL AND SLANDER**

5 (Against EMPLOYER and DOES 1 through 100 All Defendants)

6  
7 91. PLAINTIFF hereby incorporates and re-alleges the allegations set forth in Paragraphs  
8 1 through 90 above as though fully stated herein.

9 92. EMPLOYER and DOES 1 through 100, and each of them, published false and  
10 malicious statements to others including internally regarding the reasons for PLAINTIFF's  
11 termination including disciplinary notices on or about November 15, 2010, January 27, 2011 and  
12 the termination notice on or about February 21, 2012 accusing PLAINTIFF of violating company  
13 policies, being "defiant, argumentative, loud, abrasive, confrontational and uncompromising."  
14 Further, EMPLOYER falsely stated that PLAINTIFF engaged in "unprofessional conduct" used  
15 profanity ("f..." this) in the workplace in violation of Civil Code Sections 43 and 46(3).  
16 Although EMPLOYER and DOES 1 through 100, and each of them, knew or should have known  
17 that PLAINTIFF did not violate company policy or engage in the aforementioned conduct,  
18 EMPLOYER and DOES 1 through 100, and each of them, published or caused to be published  
19 false statements accusing PLAINTIFF of violating company policy which justified  
20 EMPLOYER's decision to terminate PLAINTIFF.  
21

22  
23 93. By the actions described herein, EMPLOYER and DOES 1 through 100, and each of  
24 them, intentionally and with conscious disregard, attempted to strip PLAINTIFF of her dignity  
25 and reputation among her peers and throughout the industry.

26 94. As a direct, foreseeable, and proximate result of the conduct complained of in this  
27 cause of action, the PLAINTIFF has suffered, and continues to suffer emotional distress,  
28

1 substantial losses in salary, bonuses, job benefits, and other employment benefits PLAINTIFF  
2 would have received from EMPLOYER and DOES 1 through 100, and each of them, plus  
3 expenses incurred in obtaining substitute employment and not being regularly employed for  
4 months, all to her damage in a sum within the jurisdiction of this court, to be ascertained  
5 according to proof.

6  
7 95. As a further proximate result of the aforementioned wrongful conduct, PLAINTIFF  
8 has had to employ the services of attorneys to pursue her legal rights, to PLAINTIFF's damage in  
9 an amount unknown at this time, but according to proof at trial.

10 96. The grossly reckless, and/or intentional, malicious, and bad faith manner in which  
11 EMPLOYER and DOES 1 through 100, and each of them, engaged in those acts as described in  
12 this cause of action by willfully violating those statutes enumerated in this cause of action, the  
13 PLAINTIFF is entitled to punitive damages against EMPLOYER and DOES 1 through 100, and  
14 each of them, in an amount within the jurisdiction of this court, to be ascertained by the fact  
15 finder, that is sufficiently high to punish EMPLOYER and DOES 1 through 100, and each of  
16 them, deter them from engaging in such conduct again, and to make an example of them to  
17 others.  
18  
19

## 20 NINTH CAUSE OF ACTION

### 21 INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

22 (Against All Defendants)

23  
24 97. PLAINTIFF hereby incorporates and re-alleges the allegations set forth in Paragraphs  
25 1 through 96 above as though fully stated herein.

26 98. EMPLOYER and DOES 1 through 100, and each of them, acted outrageously,  
27 recklessly, and intentionally subjected PLAINTIFF to emotional distress by harassing and  
28

1 discriminating against PLAINTIFF on the basis of her disability, for exercising the right to take  
2 disability/medical leave, for filing a workers compensation claim and for opposing and  
3 complaining about the harassment, discrimination and retaliation.

4 99. In doing the acts herein alleged, in all parts of this complaint, EMPLOYER and  
5 DOES 1 through 100, and each of them, acted outrageously with the intent of causing (or with  
6 reckless disregard of the probability of causing) severe emotional distress to PLAINTIFF.  
7

8 100. EMPLOYER and DOES 1 through 100, and each of them, directly and proximately  
9 resulted in PLAINTIFF suffering and continuing to suffer, extreme and severe anguish,  
10 humiliation, embarrassment, emotional distress, mental suffering, nervousness, tension, anxiety,  
11 and depression, and causing PLAINTIFF to incur future medical bills, all to PLAINTIFF's  
12 detriment in a sum within the jurisdiction of this court, to be ascertained according to proof.  
13

14 101. As a direct, foreseeable, and proximate result of EMPLOYER and DOES 1 through  
15 100, and each of them, PLAINTIFF has suffered, and continues to suffer, substantial losses in job  
16 opportunities, career losses, salary, bonuses, job benefits, and other employment benefits she  
17 would have received had EMPLOYER and DOES 1 through 100, and each of them, not caused  
18 her such emotional suffering and grief, all to PLAINTIFF'S damage, in a sum within the  
19 jurisdiction of this court, to be ascertained according to proof.  
20

## 21 TENTH CAUSE OF ACTION

### 22 FAILURE TO PROVIDE OR ALLOW MEAL PERIOD BREAKS

23 (California Labor Code Sections 226.7, 512)

24 (Against EMPLOYER and DOES 1 through 100)

25 102. PLAINTIFF incorporates by reference and realleges paragraphs 1 through 101,  
26 inclusive, as though set forth fully herein.  
27

1 103. EMPLOYER routinely failed to provide and/or allow PLAINTIFF meal periods  
2 during her work shifts, and failed to compensate PLAINTIFF for said denied meal periods  
3 including a second meal period on those work days where PLAINTIFF worked ten hour shifts, as  
4 required by California Labor Code §§ 226.7, 512 and the other applicable sections of the  
5 Employment Laws and Regulations.  
6

7 104 As alleged herein, PLAINTIFF is not exempt from the meal period requirements of  
8 the Employment Laws and Regulations.

9 105. PLAINTIFF has been deprived of her rightfully earned compensation for meal  
10 periods as a direct and proximate result of EMPLOYER's corporate policies and failure and  
11 refusal to pay said compensation. PLAINTIFF is entitled to recovery of such amounts pursuant  
12 to California Labor Code §§226.7(b), 512, plus interest thereon, attorneys' fees and costs.  
13

#### 14 15 **ELEVENTH CAUSE OF ACTION**

#### 16 **FAILURE TO PAY ALL WAGES INCLUDING OVERTIME COMPENSATION**

17 **(California Labor Code Sections 510, 1194 and 1194.5)**

18 **(Against EMPLOYER and DOES 1 through 100)**

19 106. PLAINTIFF incorporates by reference and realleges paragraphs 1 through 105,  
20 inclusive, as though set forth fully herein.

21 107. During the four years preceding the filing of this complaint, PLAINTIFF routinely  
22 worked in excess of eight hours per day and/or forty hours per workweek. However,  
23 EMPLOYER consistently failed and/or refused to pay PLAINTIFF the overtime compensation  
24 required by the employment Laws and Regulations.  
25

26 108. During PLAINTIFF's employment with EMPLOYER, EMPLOYER had a  
27 consistent policy of: (1) permitting, encouraging, and/or requiring PLAINTIFF to work in excess  
28

1 of 8 hours per day and/or in excess of 40 hours per week without paying overtime compensation  
2 as required by California state wage and hour laws; (2) permitting, encouraging, and/or requiring  
3 PLAINTIFF to work in excess of 5 hours per day without taking an adequate break of at least  
4 thirty minutes and to work in excess of 10 hours per day without taking a second adequate  
5 meal break of at least 30 minutes; (3) permitting, encouraging, and/or requiring PLAINTIFF to  
6 work without taking required breaks; and (4) willfully failing to pay compensation owing  
7 (including unpaid overtime) in a prompt and timely manner upon termination of PLAINTIFF's  
8 employment.  
9

10 109. As alleged herein PLAINTIFF is not exempt from the overtime compensation  
11 requirements of the Employment Laws and Regulation.  
12

13 110. PLAINTIFF has been deprived of her rightfully earned overtime compensation as a  
14 direct and proximate result of EMPLOYER's corporate policies and failure and refusal to pay  
15 said compensation. PLAINTIFF is entitled to recovery of such amounts, plus interest, thereon,  
16 attorneys' fees and costs.  
17

## 18 TWELFTH CAUSE OF ACTION

### 19 FAILURE TO PAY ALL WAGES DUE AT TIME OF TERMINATION

20 (Against EMPLOYER and DOES 1 through 100)  
21

22 111. PLAINTIFF hereby incorporates and re-alleges the allegations set forth in  
23 Paragraphs 1 through 110 above as though fully stated herein.

24 112. PLAINTIFF has failed to timely compensate PLAINTIFF for the additional hours  
25 worked including those in excess of 8 hours per day and/or 40 hours per workweek.

26 113. PLAINTIFF seeks damage incurred for the underpayment of wages as well as  
27 reasonable attorney fees and costs incurred in the seeking reimbursement for said unpaid wages.  
28

1 114. PLAINTIFF is entitled to recovery of such amounts, plus interest, thereon together  
2 with attorneys' fees and costs incurred in prosecuting said claim.  
3

4 **THIRTEENTH CAUSE OF ACTION**

5 **VIOLATION OF LABOR CODE §226(a)(e)**

6 (Against EMPLOYER and DOES 1 through 100)  
7

8 115. PLAINTIFF hereby incorporates and re-alleges the allegations set forth in  
9 Paragraphs 1 through 114 above as though fully stated herein.

10 116. EMPLOYER failed to provide PLAINTIFF with accurate wage statements showing  
11 the correct gross wages earned, total hours worked, net wages earned, total hours worked and the  
12 correct hourly rate of pay as required by Labor Code 226(a).

13 117. EMPLOYER is not exempt from the requirements of the Employment Laws and  
14 Regulations.  
15

16 118. Based on EMPLOYER's conduct as alleged herein, EMPLOYER is liable for  
17 damages and statutory penalties pursuant to California Labor Code § 226(e).  
18

19 **FOURTEENTH CAUSE OF ACTION**

20 **WAITING TIME PENALTIES (CAL LAB CODE §201-203)**

21 (Against EMPLOYER and DOES 1 through 100)  
22

23 119. PLAINTIFF hereby incorporates and re-alleges the allegations set forth in  
24 Paragraphs 1 through 124 above as though fully stated herein.

25 118. EMPLOYER wrongfully withheld and failed to pay PLAINTIFF wages and other  
26 compensation which was due to PLAINTIFF including overtime compensation as required  
27 pursuant to the Employment Laws and Regulations.  
28

1 119. EMPLOYER failed to pay to PLAINTIFF all accrued wages and other  
2 compensation due to her immediately upon termination.

3 120. Based on EMPLOYER's conduct, EMPLOYER is liable for statutory penalties  
4 pursuant to California Labor Code §§ 201-203.

5 121. PLAINTIFF is entitled to an award of attorney fees and costs against EMPLOYER  
6 pursuant to Labor Code §218.5.

7 WHEREFORE, PLAINTIFF prays for the following relief, to be determined by a jury as  
8 follows:

9 1. For general damages both economic and non-economic in an amount according to  
10 proof, but in excess of the minimum jurisdiction of this court;

11 2. For special damages in an amount according to proof, but in the excess of the  
12 minimum jurisdiction of this court, in order to compensate the PLAINTIFF for her loss of past  
13 and future earnings, and all damages flowing from PLAINTIFF'S loss of earnings, loss of job  
14 security, failure to properly advance within his career, damage to her reputation;

15 3. For injunctive relief, enjoining EMPLOYER and DOES 1 through 100, and each  
16 of their, agents, successors and employees from engaging in each unlawful practice set forth  
17 above, and for such other injunctive relief as the Court may deem proper;

18 4. For all costs incurred in this suit;

19 5. For all interest as allowed by law;

20 6. For reasonable attorney's fees and costs, as allowed by law, including but not  
21 limited to lodestar multipliers, under the California Fair Employment and Housing Act,  
22 Government Code 12965(b) and Labor Code 218.5;

23 8. For civil penalties including Labor Code Sections 201-203, 226(a)(e), 226.7 and  
24 512 as allowed by law;

1           9.     For a statutory penalty of \$10,000 for violation of Labor code 1102.5; and

2           10.    For such other and further relief as the Court deems just and proper.

3                               **REQUEST FOR JURY TRIAL**

4           PLAINTIFF hereby requests a trial by jury for all claims and issues so triable.

5  
6   DATED: 9/20/12

LAW OFFICES OF BRIAN I. VOGEL

7  
8   By  \_\_\_\_\_

Brian I. Vogel

Attorneys for PLAINTIFF

DEBRA LIZARRAGA



Courthouse News Service

# Exhibit “1”



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

DIRECTOR PHYLLIS W. CHENG

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
(800) 884-1684 | Videophone (916) 226-5285 | TDD (800) 700-2320  
www.dfeh.ca.gov | email: contact.center@dfeh.ca.gov

August 16, 2012

RE: 28089-14048 - Vogel Brian - Right To Sue

Notice of Filing of Discrimination Complaint

Enclosed is a copy of a complaint that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. Complainant has requested an authorization to file a lawsuit. This complaint is not being investigated and is being closed immediately. A copy of the closing letter and right to sue is enclosed for your records.

NO RESPONSE TO DFEH IS REQUESTED OR REQUIRED.

Please see the next page for the Respondent(s) name and address

Courthouse News Service



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

DIRECTOR PHYLLIS W. CHENG

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
(800) 884-1984 | Videophone (916) 226-5285 | TDD (800) 700-2320  
www.dfeh.ca.gov | email: contact.center@dfeh.ca.gov

August 16, 2012

RE: 28089-14048 - Vogel Brian - Right To Sue

Notice of Filing of Discrimination Complaint

Donald Lovejoy Agent for Service for Kaiser  
Foundation Health Plan, Inc.

393 E. Walnut Avenue

Pasadena CA 91188

Donald Lovejoy

Kaiser Foundation Health Plan,  
Inc.  
393 E. Walnut Street

Pasadena CA 91188

Courthouse News Service



CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING  
EMPLOYMENT

COMPLAINT OF DISCRIMINATION UNDER THE PROVISIONS OF THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

DFEH INQUIRY NUMBER:  
28089-14048

COMPLAINANT NAME:  
Debra Lizarraga

TELEPHONE NUMBER:  
(818) 903-3947

ADDRESS:  
14325 Foothill Blvd.

CITY/STATE/ZIP:  
Sylmar, CA 91842

NAMED IS THE EMPLOYER, PERSON, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, OR  
STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME:

RESPONDENT NAME:  
Kaiser Foundation Health Plan, Inc.

AGENT FOR SERVICE NAME:  
Donald Lovejoy

TELEPHONE NUMBER:  
(877) 457-4772

ADDRESS (AGENT FOR SERVICE):  
393 E. Walnut Avenue

CITY/STATE/ZIP:  
Pasadena, CA 91188

NO. OF EMPLOYEES/MEMBERS:  
2500

DATE MOST RECENT DISCRIMINATION TOOK PLACE:  
Feb 21, 2012

TYPE OF EMPLOYER:  
Private Employer

CO-RESPONDENT(S):

NAME  
Donald Lovejoy  
Kaiser Foundation Health Plan, Inc.

ADDRESS  
393 E. Walnut Street Pasadena CA 91188

PHONE NUMBER  
(877) 457-4772

I wish to pursue this matter in court. I hereby request that the Department of Fair Employment and Housing provide a right to sue. I understand that if I want a federal right to sue notice, I must visit the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of the DFEH "Notice of Case Closure and Right to Sue," or within 300 days of the alleged discriminatory act, whichever is earlier.

I have not been coerced into making this request, nor do I make it based on fear of retaliation if I do not do so. I understand it is the Department of Fair Employment and Housing's policy to not process or reopen a complaint once the complaint has been closed on the basis of "Immediate Right to Sue."

By submitting this complaint, I am declaring under penalty of perjury under the laws of the State of California that, to the best of my knowledge, all information contained in this complaint is true and correct, except matters stated on my information and belief, and I declare that those matters I believe to be true.

Dated August 16, 2012 At Sylmar Verified By: Brian Vogel

DFEH-300-030 (07/12)  
DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

DATE FILED: Aug 16, 2012  
COMPLETED: Aug 16, 2012

STATE OF CALIFORNIA

Page 1/2



CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING  
EMPLOYMENT

COMPLAINT OF DISCRIMINATION UNDER THE PROVISIONS OF THE CALIFORNIA FAIR EMPLOYMENT AND  
HOUSING ACT

I ALLEGE THAT I EXPERIENCED:  
Discrimination, Harassment, Retaliation

ON OR BEFORE: Feb 21, 2012

BECAUSE OF MY Disability - including HIV and AIDS, Family Care or Medical Leave  
ACTUAL OR  
PERCEIVED:

AS A RESULT, I WAS: Denied a good faith interactive process, Denied a work environment free of discrimination  
and/or retaliation, Denied or forced to transfer, Denied reasonable accommodation, Denied  
reinstatement, Terminated

STATE WHAT YOU BELIEVE TO BE THE REASON(S) FOR DISCRIMINATION:

I was repeatedly discriminated, harassed and retaliated against due to my having a disability, for complaining about and opposing the unlawful discrimination and harassment, for exercising my right to take medical/disability leave and for filing a workers compensation claim as well as for complaining about unfair treatment to both myself as well as to my colleagues/co-workers. I was unjustly disciplined, criticized, subjected to a hostile work environment and terminated in retaliation for the foregoing. Despite my complaints to management and Human Resources and their promises to investigate, they failed to investigate or protect me from the harassment, discrimination and retaliation.

Courthouse News Service

28/20/12

DFEH-300-030 (07/12)  
DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

DATE FILED: Aug 16, 2012  
COMPLETED: Aug 16, 2012

STATE OF CALIFORNIA

Page 2/2

Courthouse News Service

# Exhibit “2”



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

DIRECTOR PHYLLIS W. CHENG

2218 Kausan Drive, Suite 100 | Elk Grove | CA | 95758  
(800) 884-1684 | Videophone (916) 226-5285 | TDD (800) 700-2320  
www.dfeh.ca.gov | email: contact.center@dfeh.ca.gov

August 16, 2012

Debra Lizarraga  
14325 Foothill Blvd.  
Sylmar, CA 91842

RE: 28089-14048 - Vogel Brian - Right To Sue

Notice of Case Closure and Right to Sue

Dear Debra Lizarraga:

This letter informs you that the above-referenced complaint that was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective August 16, 2012 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must visit the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

DFEH does not retain case files beyond three years after a complaint is filed, unless the case is still open at the end of the three-year period.

Sincerely,

Department of Fair Employment and Housing

cc: Donald Lovejoy, Agent for Service for Kaiser Foundation Health Plan, Inc.

Donald Lovejoy

Kaiser Foundation Health Plan, Inc.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Street number, and address): Brian I. Vogel, Esq./SBN: 130113 LAW OFFICES OF BRIAN I. VOGEL 30 N. Raymond Avenue, Suite 812 Pasadena, CA 91103 TELEPHONE NO.: (626) 796-7470 FAX NO.: (626) 796-7474 ATTORNEY FOR (Name): Plaintiff, Debra Lizarraga		FOR COURT USE ONLY  <b>FILED</b> SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES  AUG 20 2012  John A. Clarke, Executive Officer/Clerk BY <u>Mary Flores</u> , Deputy	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Stanley Mosk		CASE NUMBER: <b>BC490618</b>  JUDGE: DEPT:	
CASE NAME: Debra Lizarraga v. Kaiser Foundation			
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:
- |   |  |   |
|---|--|---|
| <b>Auto Tort</b><br><input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46)<br><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b><br><input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WD (23)<br><b>Non-PI/PD/WD (Other) Tort</b><br><input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-PI/PD/WD tort (35)<br><b>Employment</b><br><input checked="" type="checkbox"/> Wrongful termination (36)<br><input type="checkbox"/> Other employment (15) | <b>Contract</b><br><input type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37)<br><b>Real Property</b><br><input type="checkbox"/> Eminent domain/inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26)<br><b>Unlawful Detainer</b><br><input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38)<br><b>Judicial Review</b><br><input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <b>Provisionally Complex Civil Litigation</b><br>(Cal. Rules of Court, rules 3.400-3.403)<br><input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)<br><b>Enforcement of Judgment</b><br><input type="checkbox"/> Enforcement of judgment (20)<br><b>Miscellaneous Civil Complaint</b><br><input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42)<br><b>Miscellaneous Civil Petition</b><br><input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> Other petition (not specified above) (43) |
|---|--|---|
2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties<br>b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve<br>c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses<br>e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court<br>f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary     b. ☒ nonmonetary; declaratory or injunctive relief     c. ☒ punitive
4. Number of causes of action (specify): 15
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

 Date: 8/13/12  
 Brian I. Vogel

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2



# INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

### Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

### Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (not asbestos or toxic/environmental) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

### Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (not medical or legal)  
Other Non-PI/PD/WD Tort (35)

### Employment

Wrongful Termination (36)  
Other Employment (15)

### Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (not unlawful detainer or wrongful eviction)  
Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (not provisionally complex) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

### Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

### Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

### Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor  
Commissioner Appeals

### Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

### Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (non-domestic relations)  
Sister State Judgment  
Administrative Agency Award (not unpaid taxes)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

### Miscellaneous Civil Complaint

RICO (27)  
Other Complaint (not specified above) (42)  
Declaratory Relief Only  
Injunctive Relief Only (non-harassment)  
Mechanics Lien  
Other Commercial Complaint Case (non-tort/non-complex)  
Other Civil Complaint (non-tort/non-complex)

### Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition (not specified above) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

SHORT TITLE:

Lizafra v. Kaiser

CASE NUMBER

BC400018

**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

**Item I.** Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 5-7 ☐ HOURS/ ☒ DAYS

**Item II.** Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

**Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.
		<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.

SHORT TITLE:

Lizarraga v. Kaiser

CASE NUMBER

Non-Personal Injury/Property  
Damage/Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach - Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: Lizarraga v. Kaiser

CASE NUMBER

Judicial Review

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE:

Lizarraga v. Kaiser

CASE NUMBER

**Item III. Statement of Location:** Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

<b>REASON:</b> Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.  <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			<b>ADDRESS:</b> 393 E Walnut Ave
<b>CITY:</b> Pasadena	<b>STATE:</b> CA	<b>ZIP CODE:</b> 91188	

**Item IV. Declaration of Assignment:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central        District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: 8/13/12

(SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

08/20/12