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FILED
LOS ANGELES SUPERIOR COURT

MAR 4 2013

JOHN A. CLARKE, CLERK
BY MARY FLORES, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES - UNLIMITED JURISDICTION**

DANAIS MAHABIR, an individual,

Plaintiff,

vs.

KAISER PERMANENTE SOUTHERN
CALIFORNIA PERMANENTE
MEDICAL GROUP, a partnership;
FELICIA SINGLETON-BILLINGSLEY,
an individual; KATHLEEN KELLY-
BORISOFF, an individual, and DOES 1
through 10, inclusive,

Defendants.

Case No.:

BC502148

Complaint for:

1. Sex Discrimination (Pregnancy) in Violation of Govt. Code §§ 12940 et seq. (FEHA);
2. Disability Discrimination Based on A Pregnancy-Related Condition in Violation of Govt. Code §§ 12940 et seq. (FEHA);
3. Failure to Accommodate in Violation of Govt. Code §§ 12940 et seq. (FEHA);
4. Harassment in Violation of Govt. Code §§ 12940 et seq. (FEHA);
5. Failure to Prevent Discrimination and Harassment in Violation of Govt. Code § 12940 (j) and (k) (FEHA);
6. Wrongful Termination in Violation of Government Code § 12940 et seq. (FEHA);
7. Wrongful Termination in Violation of Public Policy
8. Defamation.

JURY TRIAL DEMENDED

Plaintiff, DANAIS MAHABIR, hereby brings her complaint against the above-named Defendants and states and alleges as follows:

PRELIMINARY ALLEGATIONS

1. Plaintiff is informed and believes and based thereon alleges that at all times mentioned herein Defendant KAISER PERMANENTE SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP (hereinafter "Defendant Kaiser" or collectively as "Defendants"), was, and

RECEIPT #: 104780527
DATE PAID: 03/04/13 01:30 PM
PAYMENT: \$55.00
RECEIVED: 310
CHECK \$435.00
CASH \$0.00
CHANGE \$0.00
CARD \$0.00

CITY/CASE: BC502148
LEADER#:

D-15
Richardel Frain

03/04/2013

1 is, a partnership, doing business in the State of California, County of Los Angeles, City of Los
2 Angeles.

3 2. Plaintiff is informed and believes and based thereon alleges that at all times mentioned
4 herein Defendant FELICIA SINGLETON-BILLINGSLEY (hereinafter "Defendant Singleton-
5 Billingsley" or collectively as "Defendants"), was, and is, an individual residing in the State of
6 California, was employed by Defendant Kaiser, and was Plaintiff's superior. Plaintiff is
7 informed and believes and based thereon alleges that at all times mentioned herein Defendant
8 KATHLEEN KELLY-BORISOFF (hereinafter "Defendant Kelly-Borisoff" or collectively as
9 "Defendants"), was, and is, an individual residing in the State of California, was employed by
10 Defendant Kaiser, and was Plaintiff's superior.

11 3. At all times herein mentioned, and at the time the cause of action arose, Plaintiff Danaïs
12 Mahabir (hereinafter "Plaintiff") was an individual and resident of the County of Los Angeles,
13 State of California, and was employed by Defendants in the County of Los Angeles.

14 4. Plaintiff is unaware of the true names and capacities of Defendants sued herein as Does 1
15 through 10, inclusive, and for that reason sues said Defendants by such fictitious names. Plaintiff
16 will file and serve an amendment to this complaint alleging the true names and capacities of said
17 fictitiously named Defendants if and when such true names and capacities become known to
18 Plaintiff.

19 5. Plaintiff is informed and believes, and based thereon alleges, that each of the fictitiously
20 named Defendants is responsible in some manner for, and proximately caused, the harm and
21 damages alleged herein below.

22 6. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
23 named herein acted as the employee, agent, spouse, partner, alter-ego and/or joint venture of
24 each of the other Defendants named herein and, in doing the acts and in carrying out the
25 wrongful conduct alleged herein, each of said Defendants acted within the scope of said
26
27
28

1 relationship and with the permission, consent and ratification of each of the other Defendants
2 named herein.

3
4 7. Hereinafter in the complaint, unless otherwise specified, reference to a Defendant or
5 Defendants shall refer to all Defendants, and each of them.

6 ***FACTUAL SUMMARY***

7 8. Plaintiff was transferred by Defendant Kaiser from an "Intermediate Clerk" in
8 Defendant's Pasadena location to a "Staffing Clerk" in Defendant's West Los Angeles location
9 on March 15, 2010, because of Plaintiff's pregnancy prevented heavy lifting.

10
11 9. Upon information and belief, Plaintiff alleges that in or about 2010, the Centralized Time
12 Keeping Department consisted of four employees: Lily Para Falcon, Maria Lisa Cruz, Kameron
13 Edwards and Plaintiff. This department shared the office with Business Systems employees,
14 consisting of: Adell Jessie, Violet, Adam B., Frank R. and Marisha Bolden.

15 10. As part of Centralized Time Keeping for Defendant Kaiser, Plaintiff reported to
16 Defendant Singleton-Billingsley. Around April 2010, Defendant Singleton-Billingsley
17 discouraged Plaintiff from participating in lunch meetings with Plaintiff's co-workers where
18 several procedures and information for Plaintiff's duties were discussed.

19
20 11. Plaintiff was most recently earning approximately \$41,038.40 per year.

21 12. Plaintiff's main duties in this position as "Staffing Clerk" included coding time cards for
22 eleven departments (about 500 employees), created reports and spreadsheets detailing employee
23 overtime, absences, leave of absences, and various other employee pay issues, and provided
24 administrative payroll support to Medical Group Departments. Plaintiff also reviewed employee
25 time card information to ensure that the total regular hours, overtime hours and differentials that
26 employee and/or departments had reported was appropriate and complied with existing
27 collective bargaining agreements, Federal and State regulations, and Kaiser Permanente policy;
28 authorized completed payroll; investigated and resolved payroll discrepancies in conjunction

1 with Regional Payroll, as required; assisted managers with payroll and/or timekeeping inquiries
2 or system difficulties; and created and submitted accurate reports to Department Administrators.

3 13. Over the course of her service to Defendant Kaiser, Plaintiff performed her duties in a
4 professional, satisfactory manner. In fact, Plaintiff did not have any written warnings or
5 disciplinary actions taken against her prior to her Family Leave, but rather, received positive
6 evaluation of her performance and even thank you cards for her great work product.

7
8 14. On August 5, 2010, Plaintiff began her Maternity Leave and gave birth to her child on
9 October 2, 2010. On December 7, 2010, Plaintiff received a voice mail from Defendant
10 Singleton-Billingsley requesting a return phone call. Plaintiff called back and was advised that
11 she would be receiving a 13% raise since she was the lowest paid in the department. Defendant
12 Singleton-Billingsley stated she hoped that the salary raise would entice Plaintiff to come back
13 early because it would start upon Plaintiff's return from Maternity Leave.

14 15. On Dec. 28, 2010, Plaintiff was scheduled to return to work. However, Plaintiff took an
15 additional two weeks to spend time with her baby. Plaintiff returned to work on January 10,
16 2011.

17 16. On January 10, 2011, Plaintiff returned to work early because she liked her job and
18 because of the pending salary raise she was promised.

19 17. On January 11, 2011, Plaintiff was called into a meeting that was to enforce rules of
20 errors. Plaintiff was told by management that they were "lenient towards [Plaintiff] since
21 [Plaintiff] just returned" and they needed to "re-train" her.

22 18. Upon Plaintiff's return, Plaintiff asked Defendant Singleton-Billingsley about her raise
23 and was told that she had already been given the raise. Plaintiff was told by Defendant
24 Singleton-Billingsley that it would take "couple of pay periods" (four weeks) to take effect.

25 19. In February 2011, Plaintiff called the Human Resource department and asked about the
26 time frames in which it takes for a salary raise to be updated. Plaintiff was advised that the raise
27 should be immediate once a manager submits the documents for that raise.
28

1 20. Plaintiff inquired a second time with the Human Resource department and was advised
2 that she was not going to receive a 13% raise but would get a 5% raise instead.

3 21. After two weeks from the second conversation with the Human Resource department,
4 Plaintiff was advised she would receive a raise but they didn't know at all when she would be
5 receiving that raise since it was up to her regional manager, Debbie Wolf, and department
6 administrator, Defendant Kelly-Borisoff.

7 22. Plaintiff also asked Defendant Singleton-Billingsley if there was an area she could use to
8 pump breast milk and was advised that Human Resources would check on it.

9 23. Plaintiff again asked Defendant Singleton-Billingsley for a place to pump her breast milk
10 and again was told that there was no place for Plaintiff to pump her breast milk. Plaintiff was
11 also told to continue to use the restroom for pumping her breast milk.

12 24. On or about the week of February 14, 2011, Elizabeth, who worked down the hall from
13 Plaintiff, heard Plaintiff pumping breast milk and asked if that was what Plaintiff was doing.
14 Plaintiff then informed Elizabeth that she was, indeed, pumping breast milk. Elizabeth then gave
15 Plaintiff a printout of the law stating that Plaintiff must be provided a space to pump breast milk.

16 25. On or about the week of February 14, 2011, Plaintiff then forwarded the information
17 Elizabeth gave her to Defendant Singleton-Billingsley. Defendant Singleton-Billingsley then
18 allowed Plaintiff to use Defendant Kelly-Borisoff's office since she was not going to be in the
19 office.

20 26. On or about and during the week of February 14, 2011, Plaintiff would on a daily basis
21 pick up the keys to Defendant Kelly-Borisoff's office from Defendant Singleton-Billingsley.
22 Eventually, Defendant Singleton-Billingsley allowed Plaintiff to use her office. After a week,
23 however, Plaintiff was advised to use the storage/supply room which she did.

24 27. On or about January 10, 2011 and throughout the duration of Plaintiff's employment
25 Defendant Singleton-Billingsley's required Plaintiff to give all of her requests for Baby Bonding
26 leave for the entire year in advance. Plaintiff provided all the dates for the months of March
27 through July in January.
28

1 28. Plaintiff is informed and believes, and on that basis alleges that Defendant Singleton-
2 Billingsley had been consulting with the Time System Coordinator, Marisha Bolden on how to
3 deny all of Plaintiff's time requested for Baby Bonding. Marsha Bolden informed this Plaintiff.

4 29. On or about March 16, 2011, Plaintiff was written up by Defendant Singleton-Billingsley
5 for "timekeeping 101 errors" and was told by Defendant Singleton-Billingsley that "you're like
6 my child and that I've spanked your hand enough, now you get a whooping - it's not that I don't
7 like you, I love you and I know you can do the job. It's like I want to shake you and say do your
8 job bitch."

9 30. Plaintiff is informed and believes, and on that basis allege that she was written up
10 because she kept asking Defendant Singleton-Billingsley about the salary raise that Plaintiff
11 never received. Plaintiff has never been written up before. Plaintiff believes that she was
12 written up because Defendant Singleton-Billingsley seemed to be irritated by Plaintiff's repeated
13 inquiries about the salary raise that Defendant Singleton-Billingsley promised Plaintiff for
14 returning early from her maternity leave.

15 31. Since returning to work on January 10, 2011, Plaintiff was told by Defendant Singleton-
16 Billingsley, "all Baby Bonding requests will be denied ... If you get pregnant again I will fire
17 you! ... You can't have anymore kids while you work for me, try me."

18 32. The above statements by Defendant Singleton-Billingsley was witnessed by two of
19 Plaintiff's co-workers, Kameron Edwards and Marisha Bolden.

20 33. On or about March 21, 2011 Plaintiff contacted Defendant Singleton-Billingsley's
21 Manager, Defendant Kelly-Borisoff, and asked if she could speak with Defendant Kelly-Borisoff
22 regarding Defendant Singleton-Billingsley. Defendant Kelly-Borisoff set a meeting for the
23 following week when she would be on-site.

24 34. Plaintiff is informed and believes, and on that basis believes that Defendant Kelly-
25 Borisoff was unfamiliar with the process and/or procedures of the timekeeping department and
26 relied on what Defendant Singleton-Billingsley told her as Defendant Kelly-Borisoff has not had
27 any training and/or background in dealing with Defendant Kaiser's timekeeping system.
28

1 35. During Plaintiff's meeting with Defendant Kelly-Borisoff, Defendant Singleton-
2 Billingsley entered the room. Defendant Kelly-Borisoff never informed Plaintiff that Defendant
3 Singleton-Billingsley would be present at the meeting Plaintiff requested about Defendant
4 Singleton-Billingsley. Nevertheless, Plaintiff proceeded to state the issues that she was facing
5 with Defendant Singleton-Billingsley.

6 36. At first, Defendant Singleton-Billingsley denied ever saying "You can't have anymore
7 kids or I will fire you, you can't get pregnant again and work for me." After about ten minutes,
8 however, Defendant Singleton-Billingsley then said she was just joking about saying said
9 statements.

10 37. Plaintiff was assured by Defendant Kelly-Borisoff that she would speak to Defendant
11 Singleton-Billingsley and that Plaintiff would not be denied any infant bonding time. Plaintiff
12 also informed Defendant Kelly-Borisoff that she was concerned about backlash from Defendant
13 Singleton-Billingsley. Defendant Kelly-Borisoff reassured Plaintiff that there will be no
14 backlash for her complaint against Defendant Singleton-Billingsley.

15 38. After this meeting, however, Plaintiff began being written up for very small items. For
16 example, Defendant Singleton-Billingsley wrote up Plaintiff for five errors in the time cards of
17 over 500 employees from 11 departments. Moreover, Plaintiff was written up for minor errors
18 such as when Plaintiff was written up for when employees clocked in early because of a
19 scheduling change.

20 39. Plaintiff is informed and believes and on that basis allege that she was written up by
21 Defendant Singleton-Billingsley in a deliberate attempt to make Plaintiff seem incompetent at
22 her job duties and create a pretext for wrongfully terminating Plaintiff.

23 40. On or about May or June 2011, Plaintiff was written up again by Defendant Singleton-
24 Billingsley and was told to attend meetings after every payroll close for two months as Plaintiff
25 was put on an "action plan." Defendant Singleton-Billingsley said these meetings were to help
26 Plaintiff improve her training. However, Defendant Singleton-Billingsley turned the meetings
27 into a way to scrutinize Plaintiff further. As a result, Plaintiff did not learn anything from
28 Defendant Singleton-Billingsley and also continued to incur more write-ups.

41. On or about August 2011, Plaintiff was sent to a training course and was told by Defendant Singleton-Billingsley the training course "wouldn't teach [Plaintiff] anything, it would only show [Plaintiff] system functions, but nothing to do with time cards and coding issues."

42. On or about August 1, 2011, Plaintiff was then given the workload of an employee, Lily Para Falcon, who was the most knowledgeable and who oversaw the most challenging departments within the company.

43. On or about September 16, 2011, Plaintiff received a final write up from Defendant Singleton-Billingsley and Defendant Kelly-Borisoff for the same reasons she was written up before. Plaintiff was told by Defendant Kelly-Borisoff that Defendant Kelly-Borisoff contacted the Human Resources department regarding Plaintiff's recent write ups. Defendant Kelly-Borisoff also told Plaintiff that Defendant Kelly-Borisoff decided not to fire Plaintiff because of the work she did in covering Lily Para Falcon's workload.

44. Plaintiff then informed Defendant Kelly-Borisoff and Defendant Singleton-Billingsley that perhaps the time department was not for her and that she would start looking for another job within the company to transfer to. Defendant Kelly-Borisoff and Defendant Singleton-Billingsley both agreed to this.

45. On or about October and November 2011, Plaintiff began interviewing. Plaintiff was allowed time off whenever she had an interview.

46. On or about November 17, 2011, Plaintiff discovered that her time-card was calculated and approved. This meant that Plaintiff would soon be terminated.

47. On or about November 22, 2011, Plaintiff had another interview scheduled for the following Tuesday with the Baldwin Park facility and one on December 5, 2011, with the facility in Harbor City.

48. During this time, Plaintiff was called out because of her doctor's notes stated she was sick and her tendentious in her hand was bothering her.

49. On or about December 6, 2011 at 12:32pm Plaintiff received a call from the Baldwin Park offering offering her the job. Also on or about December 6, 2011 at 8:30pm Plaintiff also

1 received a text message from Defendant Singleton-Billingsley stating that Defendant Singleton-
2 Billingsley received an email from Phillip Butt in employee relations at the Harbor City facility
3 that said he wanted to hire Plaintiff.

4 50. About a week later, Plaintiff received a call from Beatrice, a recruiting officer from the
5 Baldwin Park facility, stating that they would be retracting the offer because of Plaintiff's
6 previous write ups.

7 51. Plaintiff then called Phillip, the employee relations director from the Harbor City facility,
8 to follow up and Plaintiff was told that Defendant Singleton-Billingsley informed Philip that
9 Plaintiff accepted another position. Philip then informed Plaintiff that he had moved on to the
10 next candidate.

11 52. On or about December 19, 2011 and after Plaintiff discovered Defendant Singleton-
12 Billingsley's false statements, Plaintiff went on a disability leave of absence.

13 53. Plaintiff continued to go to interviews and was repeatedly told that she was going to be
14 hired. This included an interview with Janet Wainess of the Quality Insurance Department at the
15 Paramount facility, an interview for the Administrative Specialist Position in Internal Medicine
16 at the South Bay Medical Center, and an interview at the Vermont Facility. However, upon
17 speaking to Defendant Singleton-Billingsley, her perspective employers did not contact her
18 again for employment.

19 54. On or about October 22, 2012, Plaintiff returned to work from her disability leave and
20 was subsequently terminated that same day.

21 55. Plaintiff has exhausted her administrative remedies by filing complaints with the
22 Department of Fair Housing and Employment ("DFEH") on November 30, 2012. The DFEH
23 issued Plaintiff a right-to-sue letter on November 30, 2012.

24
25 ***FIRST CAUSE OF ACTION***

26 **SEX DISCRIMINATION (PREGNANCY) IN VIOLATION OF GOVERNMENT CODE**
27 **§ 12940 ET SEQ. [FAIR EMPLOYMENT AND HOUSING ACT (FEHA)]**

28 **(Against KAISER PERMANENTE, FELICIA SINGLETON-BILLINGSLEY,
KATHLEEN KELLY-BORISOFF, and Does 1-10)**

1 56. Plaintiff incorporates by reference Paragraphs 1 through 55 inclusive of this Complaint
2 as if fully set forth at this place.

3 57. At all times herein mentioned, California Government Code §§ 12940 *et seq.*, the Fair
4 Employment and Housing Act ("FEHA"), were in full force and effect and were binding on
5 Defendant and each of them, as Defendant regularly employed five (5) or more persons.
6

7 58. California Government Code § 12940(a) requires Defendant to refrain from
8 discriminating against any employee on the basis of sex. Per California Government Code
9 §12926(p), "sex" includes, but is not limited to, pregnancy, childbirth, or medical conditions
10 related to pregnancy or childbirth.

11 59. On or about October 22, 2012, Defendants terminated Plaintiff on the pretext that
12 Plaintiff incurred too many write ups during the her employment. In fact, Plaintiff was in charge
13 of over 500 employees from 11 different departments and only made five errors, which is about
14 a 1 percent error rate. Defendant Singleton-Billingsley subsequently wrote up on the basis of
15 these errors.

16 60. Plaintiff is informed and believes and on that basis allege that she was written up by
17 Defendant Singleton-Billingsley in a deliberate attempt to make Plaintiff seem incompetent at
18 her job duties and create a pretext for wrongfully terminating Plaintiff by Defendant Singleton-
19 Billingsley and Defendant Kelly-Borisoff.
20

21 61. The above said acts and omissions of Defendants, as alleged in the factual summary of
22 this Complaint, constituted sex (pregnancy) discrimination in violation of public policy and in
23 violation of California Government Code §§ 12940, *et seq.*

24 62. As a proximate result of the aforesaid acts of Defendants, Plaintiff has suffered actual,
25 consequential and incidental financial losses, including without limitation, loss of salary and
26 benefits, and the intangible loss of employment related opportunities in her field and damage to
27 her professional reputation, all in an amount subject to proof at the time of trial. Plaintiff claims
28

1 such amounts as damages pursuant to Civil Code § 3287 and/or § 3288 and/or any other
2 provision of law providing for prejudgment interest.

3 63. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has
4 suffered and continues to suffer emotional distress, humiliation, mental anguish and
5 embarrassment, as well as the manifestation of physical symptoms. Plaintiff is informed and
6 believes and thereupon alleges that she will continue to experience said physical and emotional
7 suffering for a period in the future not presently ascertainable, all in an amount subject to proof
8 at the time of trial.

9
10 64. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has
11 been forced to hire attorneys to prosecute her claims herein, and has incurred and is expected to
12 continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover
13 attorneys' fees and costs under California Government Code § 12965(b).

14 65. Defendant had in place policies and procedures that specifically prohibited and required
15 Defendant's managers, officers, and agents to prevent pregnancy discrimination, retaliation
16 based on sex, and sexual harassment/hostile work environment against and upon employees of
17 Defendant. Defendant Singleton-Billingsley and/or Defendant Kelly-Borisoff was a manager,
18 officer, and/or agent of Defendant Kaiser and was aware of Defendant Kaiser's policies and
19 procedures requiring Defendant Kaiser's managers, officers, and agents to prevent, and
20 investigate, sex discrimination, sexual harassment, and retaliation based on pregnancy against
21 and upon employees of Defendant Kaiser. However, Defendant Singleton-Billingsley and/or
22 Defendant Kelly-Borisoff chose to consciously and willfully ignore said policies and procedures
23 and therefore, Defendants' outrageous conduct was fraudulent, malicious, oppressive, and was
24 done in wanton disregard for the rights of Plaintiff and the rights and duties owed by each
25 Defendant to Plaintiff. Each Defendant aided, abetted, participated in, authorized, ratified, and/or
26 conspired to engage in the wrongful conduct alleged above. Plaintiff should, therefore, be
27 awarded exemplary and punitive damages against each Defendant in an amount to be established
28 that is appropriate to punish each Defendant and deter others from engaging in such conduct.

SECOND CAUSE OF ACTION

DISCRIMINATION BASED ON A PREGNANCY-RELATED CONDITION IN VIOLATION OF GOVT. CODE §§ 12940 *ET SEQ.* [FAIR EMPLOYMENT AND HOUSING ACT (FEHA)]

(Against KAISER PERMANENTE, FELICIA SINGLETON-BILLINGSLEY, KATHLEEN KELLY-BORISOFF, and Does 1-10)

66. Plaintiff incorporates by reference paragraphs 1 through 64 inclusive of this Complaint as if fully set forth at this place.

67. At all times herein mentioned, California Government Code §§ 12940 *et seq.* were in full force and effect and were binding on Defendant and each of them, as Defendant Kaiser regularly employed five (5) or more persons. Under the Fair Employment and Housing Act ("FEHA"), Government Code §§ 12940 *et seq.*, it is an unlawful employment practice for an employer because of the disability of a person, to refuse to hire or employ the person, to refuse to select the person for a training program leading to employment, to bar or discharge the person from employment or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment. It is unlawful, under the Fair Employment and Housing Act ("FEHA") Government Code section 12940 *et seq.*, because an employee's disability, to harass an employee.

68. Additionally, California Government Code § 12926(k)(5) and § 12940(m) protects individuals in the workplace who are perceived to have a disability or are regarded or treated by the employer as having a health impairment that has no present disabling effect but may become a physical disability as described in § 12926(k)(5) or § 12926(k)(2).

69. Plaintiff is informed and believes and on that basis alleges that Defendants discriminated against her by refusing to accommodate her disability and/or perceived disability with pregnancy leave, but rather, terminated Plaintiff as a result of the accommodation she asked for because of her pregnancy. Additionally, on or about March 16, 2011, Defendant Singleton-Billingsley wrote up Plaintiff, whereas in the past, Plaintiff was never written up for her job performance. Plaintiff was subsequently written up three more times by Defendant Singleton-Billingsley on false

1 pretenses and in an effort to conceal the unlawful termination of Plaintiff. Further, Defendant
2 Singleton-Billingsley made comments to Plaintiff insinuating that Plaintiff should not have any
3 more children.

4 70. On or around August 5, 2010 Plaintiff informed her superior, Defendant Singleton-
5 Billingsley, that she was pregnant. On or about October 22, 2012, Defendants terminated
6 Plaintiff on the pretext that she was written up too many times. However, based on the facts and
7 circumstances, Plaintiff believes and alleges that her termination was actually based on her
8 pregnant condition and her indication to Defendant Singleton-Billingsley that she required time
9 off for baby bonding time, doctor appointments and a location for breast-pumping.
10

11 71. On or about January 10, 2011 Defendant Singleton-Billingsley, as a result of the time
12 Plaintiff took off from work, told Plaintiff, "If you get pregnant again I will fire you! ... You
13 can't have anymore kids while you work for me, try me."

14 72. As a proximate result of the aforesaid acts of Defendants, and each of them, Plaintiff has
15 suffered actual, consequential and incidental financial losses, including without limitation, loss
16 of salary and benefits, and the intangible loss of employment related opportunities in her field
17 and damage to her professional reputation, all in an amount subject to proof at the time of trial.
18 Plaintiff claims such amounts as damages pursuant to Civil Code § 3287 and/or § 3288 and/or
19 any other provision of law providing for prejudgment interest.
20

21 73. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has
22 suffered and continues to suffer emotional distress, humiliation, mental anguish and
23 embarrassment, as well as the manifestation of physical symptoms. Plaintiff is informed and
24 believes and thereupon alleges that she will continue to experience said physical and emotional
25 suffering for a period in the future not presently ascertainable, all in an amount subject to proof
26 at the time of trial.

27 74. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has
28 been forced to hire attorneys to prosecute her claims herein, and has incurred and is expected to

1 continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover
2 attorneys' fees and costs under California Government Code § 12965(b).

3 75. Defendant had in place policies and procedures that specifically prohibited and required
4 Defendant's managers, officers, and agents to prevent disability and/or pregnancy-related
5 discrimination against and upon employees of Defendant. Defendant Singleton-Billingsley
6 and/or Defendant Kelly-Borisoff was a manager, officer, and/or agent of Defendant Kaiser and
7 was aware of Defendant Kaiser's policies and procedures requiring Defendant Kaiser's
8 managers, officers, and agents to prevent, and investigate, disability, sex, and pregnancy-related
9 discrimination of employees of Defendant Kaiser. However, Defendant Singleton-Billingsley
10 and/or Defendant Kelly-Borisoff chose to consciously and willfully ignore said policies and
11 procedures and therefore, Defendants' outrageous conduct was fraudulent, malicious,
12 oppressive, and was done in wanton disregard for the rights of Plaintiff and the rights and duties
13 owed by each Defendant to Plaintiff. Each Defendant aided, abetted, participated in, authorized,
14 ratified, and/or conspired to engage in the wrongful conduct alleged above. Plaintiff should,
15 therefore, be awarded exemplary and punitive damages against each Defendant in an amount to
16 be established that is appropriate to punish each Defendant and deter others from engaging in
17 such conduct.

18
19 ***THIRD CAUSE OF ACTION***

20 **FAILURE TO ACCOMMODATE IN VIOLATION OF GOVT. CODE §§ 12940 *ET SEQ.***

21 **(Against KAISER PERMANENTE, FELICIA SINGLETON-BILLINGSLEY,**
22 **and Does 1-10)**

23 76. Plaintiff restates and incorporates by this reference as if fully set forth herein Paragraphs
24 1 through 75 of this Complaint.

25
26 77. Defendant Kaiser is a business entity regularly employing at least the minimum number
27 of employees upon which certain legal duties and obligations arise under various laws and
28 statutes, including FEHA.

1 78. Plaintiff's physical disability limited her ability to engage in the major life activity of
2 working. Also, Plaintiff's physical condition of being pregnant was perceived as a disability by
3 Defendants, in that her pregnancy would develop into a health impairment limiting her ability to
4 engage in the major life activity of working in the future.

5 79. Although Defendants, and each of them, knew of Plaintiff's physical disability,
6 specifically, Plaintiff's pregnant condition, Defendants, and each of them, refused to
7 accommodate Plaintiff with a location to pump her breast milk, ordered her to use the bathroom
8 as a location for obtaining her breast milk, began unjustifiably writing up Plaintiff to prevent any
9 further leave for Baby Bonding Leave, and created a pretextual reason to terminate Plaintiff.
10 Rather than accommodating Plaintiff with pregnancy leave, Defendants fired Plaintiff in direct
11 contravention of FEHA, and specifically in violation of California Government Code § 12945.
12

13 80. On or about January 10, 2011 Defendant Singleton-Billingsley told Plaintiff, "All Baby
14 Bonding requests will be denied." Further, Defendant Singleton-Billingsley initially did not
15 allocate a space for Plaintiff to pump her breast milk. Plaintiff was eventually given Defendant
16 Kelly-Borisoff's office because Defendant Kelly-Borisoff was not going to be in the office.
17 However, after a week, Defendant Singleton-Billingsley moved Plaintiff from Defendant Kelly-
18 Borisoff's office to a storage closet.

19 81. Plaintiff alleges that she could have fully performed all duties and functions of her job in
20 an adequate, satisfactory and/or outstanding manner even continuing further into her post-
21 pregnancy, particularly if she was provided with reasonable accommodations such as time off
22 work to bond with her baby and attend her medical appointments.
23

24 82. As a direct and legal result of Defendants' discriminatory actions herein referenced,
25 Plaintiff has suffered and continues to suffer general and special damages, including, but not
26 limited to, substantial losses in earnings and other employment benefits, as well as emotional
27 distress, all to her damage in an amount according to proof.
28

1 83. In doing the acts alleged herein, Defendants acted willfully, intentionally and
2 maliciously, and in conscious disregard of the rights and safety of Plaintiff. Defendant Kaiser
3 had in place policies and procedures whereby supervisors, officers, directors, and employees
4 were required to follow in accommodating an employee's known physical disabilities.
5 Defendant Kaiser, through its agents and officers, namely Defendant Felicia Singleton-
6 Billingsley, consciously chose not to follow these known procedures, thereby entitling Plaintiff
7 to an award of exemplary and punitive damages pursuant to Civil Code § 3294 in an amount to
8 be proven at trial.

9
10 84. Plaintiff also incurred and continues to incur legal expenses and attorneys' fees. Plaintiff
11 is presently unaware of the precise amount of these expenses and fees. Plaintiff requests
12 attorneys' fees pursuant to Government Code § 12963(b).

13 **FOURTH CAUSE OF ACTION**

14 **HARASSMENT IN VIOLATION OF GOVT. CODE §§ 12940 ET SEQ. [FAIR**
15 **EMPLOYMENT AND HOUSING ACT (FEHA)]**

16 **(Against KAISER PERMANENTE, FELICIA SINGLETON-BILLINGSLEY,**
17 **KATHLEEN KELLY-BORISOFF, and Does 1-10)**

18 85. Plaintiff refers to the allegations contained in Paragraphs 1 through 84, inclusive, and
19 incorporates each by reference as though fully set forth at length herein.

20 86. At all times herein mentioned, California Government Code §§ 12940 *et seq.*, were in
21 full force and effect and were binding on Defendants, as Defendant Kaiser regularly employed
22 five (5) or more persons. The conduct of Defendants, as herein described above, constitutes
23 sexual harassment in violation of California Government Code § 12940(j). The harassment
24 complained of was based on sex (*i.e.*, pregnancy) and the harassment complained of was
25 sufficiently severe and/or pervasive so as to alter the conditions of employment and create an
26 abusive working environment.

27 87. Plaintiff informed Defendant Singleton-Billingsley of her pregnant condition in or
28 around March 16, 2010. Almost immediately, Plaintiff was singled out on the basis of her

1 pregnancy, in that Defendant Singleton-Billingsley suddenly began harassing Plaintiff and
2 subjecting her to a hostile work environment, as alleged in the Complaint above.

3 88. On or about March 16, 2011, Plaintiff was written up by Defendant Singleton-Billingsley
4 for alleged "timekeeping 101 errors" and was told by Defendant Singleton-Billingsley that
5 "you're like my child and that I've spanked your hand enough now you get a whooping – it's not
6 that I don't like you, I love you and I know you can do the job. It's like I want to shake you and
7 say do your job Bitch!"

8
9 89. Plaintiff is informed and on that basis believes that Defendant Singleton-Billingsley was
10 hostile towards Plaintiff because of Plaintiff's request for baby bonding time, need for disability
11 leave, and/or Plaintiff's need for a location to pump her breast milk.

12 90. Defendant Kaiser, through its agent, manager, and/or employee, was on actual and
13 constructive notice of the conduct described herein this Complaint.

14
15 91. As a proximate result of the aforesaid acts of Defendants, Plaintiff has suffered actual,
16 consequential and incidental financial losses, including without limitation, loss of salary and
17 benefits, and the intangible loss of employment related opportunities in her field and damage to
18 her professional reputation, all in an amount subject to proof at the time of trial. Plaintiff claims
19 such amounts as damages pursuant to California Civil Code § 3287 and/or § 3288 and/or any
20 other provision of law providing for prejudgment interest.

21 92. As a proximate result of the wrongful acts of Defendants, Plaintiff has suffered and
22 continues to suffer emotional distress, humiliation, mental anguish and embarrassment, as well
23 as the manifestation of physical symptoms. Plaintiff is informed and believes and thereupon
24 alleges that she will continue to experience said physical and emotional suffering for a period in
25 the future not presently ascertainable, all in an amount subject to proof at the time of trial.

26
27 93. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced to hire
28 attorneys to prosecute her claims herein, and has incurred and is expected to continue to incur

1 attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys' fees
2 and costs under California Government Code § 12965(b).

3 94. Defendant had in place policies and procedures that specifically prohibited and required
4 Defendant's managers, officers, and agents to prevent pregnancy discrimination and sexual
5 harassment/hostile work environment against and upon employees of Defendant on the basis of
6 their sex, disability, and/or pregnant condition, amongst other reasons. Defendant Singleton-
7 Billingsley was a manager, officer, and/or agent of Defendant Kaiser and was aware of
8 Defendant Kaiser's policies and procedures requiring Defendant Kaiser's managers, officers,
9 and agents to prevent, and investigate, sex discrimination, sexual harassment, and retaliation
10 based on pregnancy against and upon employees of Defendant Kaiser. However, Defendant
11 Singleton-Billingsley chose to consciously and willfully ignore said policies and procedures and
12 therefore, Defendants' outrageous conduct was fraudulent, malicious, oppressive, and was done
13 in wanton disregard for the rights of Plaintiff and the rights and duties owed by each Defendant
14 to Plaintiff. Each Defendant aided, abetted, participated in, authorized, ratified, and/or conspired
15 to engage in the wrongful conduct alleged above. Plaintiff should, therefore, be awarded
16 exemplary and punitive damages against each Defendant in an amount to be established that is
17 appropriate to punish each Defendant and deter others from engaging in such conduct.
18

19 ***FIFTH CAUSE OF ACTION***

20 **FAILURE TO PREVENT DISCRIMINATION AND HARASSMENT IN VIOLATION**
21 **OF GOVT. CODE § 12940 (j) and (k)**

22 **(Against KAISER PERMANENTE, FELICIA SINGLETON-BILLINGSLEY,**
23 **KATHLEEN KELLY-BORISOFF and Does 1-10)**

24 95. Plaintiff realleges and incorporates herein paragraphs 1 through 94 of this complaint as
25 though fully set forth.

26 96. At all times mentioned herein, California Government Code Sections 12940, et seq.,
27 including but not limited to Sections 12940 (j) and (k), were in full force and effect and were
28 binding upon Defendants and each of them. These sections impose on an employer a duty to take

1 immediate and appropriate corrective action to end discrimination and harassment and take all
2 reasonable steps necessary to prevent discrimination and harassment from occurring, among
3 other things.

4 97. On or about March 21, 2011 Plaintiff contacted Defendant Singleton-Billingsley's
5 Manager, Defendant Kelly-Borisoff, and asked if she could speak with Defendant Kelly-Borisoff
6 regarding the actions and statements of Defendant Singleton-Billingsley. Defendant Kelly-
7 Borisoff set a meeting for the following week when she would be on-site.
8

9 98. During Plaintiff's meeting with Defendant Kelly-Borisoff, Defendant Singleton-
10 Billingsley entered the room. Defendant Kelly-Borisoff never informed Plaintiff that Defendant
11 Singleton-Billingsley would be present at the requested meeting. Although intimidated by
12 Defendant Singleton-Billingsley's presence, Plaintiff proceeded to state the issues that she was
13 facing with Defendant Singleton-Billingsley.

14 99. At first, Defendant Singleton-Billingsley denied ever saying "You can't have anymore
15 kids or I will fire you, you can't get pregnant again and work for me." After about ten minutes,
16 however, Defendant Singleton-Billingsley then said she was just joking about saying said
17 statements.
18

19 100. Plaintiff was assured by Defendant Kelly-Borisoff that she would speak to Defendant
20 Singleton-Billingsley and that Plaintiff would not be denied any baby bonding time. Plaintiff
21 also informed Defendant Kelly-Borisoff that she was concerned about backlash from Defendant
22 Singleton-Billingsley. Defendant Kelly-Borisoff reassured Plaintiff that there will be no
23 backlash for her complaint against Defendant Singleton-Billingsley.

24 101. After Plaintiff's meeting with Defendant Kelly-Borisoff, however, Defendant Singleton-
25 Billingsley began writing up Plaintiff for very small items in an attempt to make Plaintiff seem
26 incompetent at her job.
27
28

1 102. Defendant Kaiser, and its agents, managers and employees, violated Government Code §
2 12940 (j) and (k) by failing to adequately supervise, control, discipline, and/or otherwise
3 penalize the conduct, acts, and failures to act as described herein.

4 103. Defendant Kaiser failed to fulfill its statutory duty to timely take immediate and
5 appropriate corrective action to end the discrimination and harassment by Defendant Singleton-
6 Billingsley. Defendant Kaiser also failed to take all reasonable steps necessary to prevent the
7 harassment and discrimination from occurring,
8

9 104. In failing and/or refusing to take immediate and appropriate corrective action to end the
10 discrimination and harassment, and in failing and/or refusing to take all reasonable steps
11 necessary to prevent harassment and discrimination from occurring, Defendants violated
12 California Government Code § 12940 (j) and (k), causing Plaintiff to suffer damages as set forth
13 above.

14 105. As a proximate result of the aforesaid acts of Defendants, and each of them, Plaintiff has
15 suffered actual, consequential and incidental financial losses, including without limitation, loss
16 of salary and benefits, and the intangible loss of employment related opportunities in her field
17 and damage to her professional reputation, all in an amount subject to proof at the time of trial.
18 Plaintiff claims such amounts as damages pursuant to California Civil Code § 3287 and/or §
19 3288 and/or any other provision of law providing for prejudgment interest.

20
21 106. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has
22 suffered and continues to suffer emotional distress, humiliation, mental anguish and
23 embarrassment, as well as the manifestation of physical symptoms. Plaintiff is informed and
24 believes and thereupon alleges that she will continue to experience said physical and emotional
25 suffering for a period in the future not presently ascertainable, all in an amount subject to proof
26 at the time of trial.

27 107. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has
28 been forced to hire attorneys to prosecute her claims herein, and has incurred and is expected to

1 continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover
2 attorneys' fees and costs under California Government Code § 12965(b).

3 108. Defendant Kaiser had in place policies and procedures that specifically prohibited and
4 required Defendant Kaiser's managers, officers, and agents to prevent discrimination, retaliation,
5 and harassment against and upon employees of Defendant Kaiser, based on the protected classes
6 identified in the California Fair Employment Housing Act. Both Defendant Singleton-
7 Billingsley and Defendant Kelly-Borisoff was a manager, officer, and/or agent of Defendant
8 Kaiser and were aware of Defendant Kaiser's policies and procedures requiring Defendant
9 Kaiser managers, officers, and agents to prevent discrimination, retaliation, and harassment
10 against and upon employees of Defendant Kaiser, based on the protected classes identified in the
11 California Fair Employment Housing Act. However, Defendant Singleton-Billingsley and
12 Defendant Kelly-Borisoff chose to consciously and willfully ignore said policies and procedures
13 and therefore, each of their outrageous conduct was fraudulent, malicious, oppressive, and was
14 done in wanton disregard for the rights of Plaintiff and the rights and duties owed by each
15 Defendant to Plaintiff. Each Defendant aided, abetted, participated in, authorized, ratified,
16 and/or conspired to engage in the wrongful conduct alleged above. Plaintiff should, therefore, be
17 awarded exemplary and punitive damages against each Defendant in an amount to be established
18 that is appropriate to punish each Defendant and deter others from engaging in such conduct.
19

20 ***SIXTH CAUSE OF ACTION***

21 **WRONGFUL TERMINATION IN VIOLATION OF GOVT. CODE §§ 12940(a), *ET SEQ.***
22 **[FAIR EMPLOYMENT AND HOUSING ACT (FEHA)]**

23 **(Against KAISER PERMANENTE, FELICIA SINGLETON-BILLINGSLEY,**
24 **KATHLEEN KELLY-BORISOFF, and Does 1-10)**

25 109. Plaintiff incorporates by reference paragraphs 1 through 108, inclusive of this Complaint
26 as if fully set forth at this place.

27 110. At all times herein mentioned, California Government Code §§ 12940 *et seq.* were in full
28 force and effect and were binding on Defendant and each of them, as Defendant regularly

1 employed five (5) or more persons. California Government Code §§ 12940 *et seq.* provides that
2 it is unlawful for an employer to discharge a person from employment or discriminate against
3 them in compensation or as to the terms, conditions or privileges of employment based on a
4 prohibited employment practice, as stated in California Government Code § 12940 (a)-(n).

5 111. On or about October 22, 2012, Plaintiff returned to work from her disability leave and
6 was subsequently terminated that same day.

7
8 112. Plaintiff is informed and believes and thereon alleges that she was terminated as a result
9 of her pregnancy and her subsequent time she spent away from work due to said pregnancy
10 and/or disability leave.

11 113. Defendant terminated Plaintiff in violation of FEHA.

12
13 114. As a proximate result of the aforesaid acts of Defendants, and each of them, Plaintiff has
14 suffered actual, consequential and incidental financial losses, including without limitation, loss
15 of salary and benefits, and the intangible loss of employment related opportunities in her field
16 and damage to her professional reputation, all in an amount subject to proof at the time of trial.
17 Plaintiff claims such amounts as damages pursuant to Civil Code § 3287 and/or § 3288 and/or
18 any other provision of law providing for prejudgment interest.

19 115. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has
20 suffered and continues to suffer emotional distress, humiliation, mental anguish and
21 embarrassment, as well as the manifestation of physical symptoms. Plaintiff is informed and
22 believes and thereupon alleges that she will continue to experience said physical and emotional
23 suffering for a period in the future not presently ascertainable, all in an amount subject to proof
24 at the time of trial.

25
26 116. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has
27 been forced to hire attorneys to prosecute her claims herein, and has incurred and is expected to
28 continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover
attorneys' fees and costs under California Government Code § 12965(b).

1 117. Defendant Kaiser had in place policies and procedures that specifically prohibited and
2 required Defendant Kaiser's managers, officers, and agents to prevent discrimination, retaliation,
3 and harassment against and upon employees of Defendant Kaiser, based on the protected classes
4 identified in the California Fair Employment Housing Act, California Government Code §§
5 12940, *et seq.* Defendant Singleton-Billingsley and/or Defendant Kelly-Borisoff was a manager,
6 officer, and/or agent of Defendant Kaiser and was aware of Defendant Kaiser's policies and
7 procedures requiring Defendant Kaiser's managers, officers, and agents to prevent, and
8 investigate discrimination, retaliation, and harassment against and upon employees of Defendant
9 Kaiser, based on the protected classes identified in the California Fair Employment Housing Act.
10 However, Defendant Singleton-Billingsley and/or Defendant Kelly-Borisoff chose to
11 consciously and willfully ignore said policies and procedures and therefore, their outrageous
12 conduct was fraudulent, malicious, oppressive, and was done in wanton disregard for the rights
13 of Plaintiff and the rights and duties owed by each Defendant to Plaintiff. Each Defendant
14 aided, abetted, participated in, authorized, ratified, and/or conspired to engage in the wrongful
15 conduct alleged above. Plaintiff should, therefore, be awarded exemplary and punitive damages
16 against each Defendant in an amount to be established that is appropriate to punish each
17 Defendant and deter others from engaging in such conduct.

18
19 **SEVENTH CAUSE OF ACTION**

20 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

21 **(Against KAISER PERMANENTE, FELICIA SINGLETON-BILLINGSLEY,**
22 **KATHLEEN KELLY-BORISOFF, and Does 1-10)**

23 118. Plaintiff incorporates by reference paragraphs 1 through 117, inclusive, of this Complaint
24 as if fully set forth at this place.

25 119. At all times mentioned, the public policy of the State of California, as codified, expressed
26 and mandated in Government Code § 12940, *et seq.*, is to prohibit employers from
27 discriminating, harassing and retaliating against any individual on the basis of, but not limited to,
28 sex, race, age, disability and national origin as identified in California Government Code §

1 12940 (a)-(o). This public policy of the State of California is designed to protect all employees
2 and to promote the welfare and well-being of the community at large. Accordingly, the actions
3 of Defendants, and each of them, in terminating Plaintiff on October 22, 2012, on the grounds
4 alleged and described herein were wrongful and in contravention of the express public policy of
5 the State of California, to wit, the policy set forth in California Government Code §§ 12940 *et*
6 *seq.*, and the laws and regulations promulgated thereunder.

7 120. On or about October 22, 2012, Plaintiff returned to work from her disability leave and
8 was subsequently terminated on that same day.

9
10 121. Plaintiff is informed and believes and on that basis alleges that she was terminated as a
11 result of her pregnancy, and/or her subsequent disability leave due to said pregnancy.

12 122. As a proximate result of the aforesaid acts of Defendants, and each of them, Plaintiff has
13 suffered actual, consequential and incidental financial losses, including without limitation, loss
14 of salary and benefits, and the intangible loss of employment related opportunities in her field
15 and damage to her professional reputation, all in an amount subject to proof at the time of trial.
16 Plaintiff claims such amounts as damages pursuant to Civil Code § 3287 and/or § 3288 and/or
17 any other provision of law providing for prejudgment interest.

18
19 123. As a proximate result of the wrongful acts of Defendants, and each of them, Plaintiff has
20 suffered and continues to suffer emotional distress, humiliation, mental anguish and
21 embarrassment, as well as the manifestation of physical symptoms. Plaintiff is informed and
22 believes and thereupon alleges that she will continue to experience said physical and emotional
23 suffering for a period in the future not presently ascertainable, all in an amount subject to proof
24 at the time of trial.

25 124. The acts taken toward Plaintiff were carried out by Defendant Singleton-Billingsley
26 and/or Defendant Kelly-Borisoff, each of which were one of Defendant's officers, directors,
27 and/or managing agents acting in a despicable, oppressive, fraudulent, malicious, deliberate,
28 egregious, and inexcusable manner and in conscious disregard for the rights and safety of

1 Plaintiff, and in direct violation of California law, thereby justifying an award of punitive
2 damages in a sum appropriate to punish and make an example of Defendants, and each of them.

3 125. Defendant Kaiser had in place policies and procedures that specifically required
4 Defendant Kaiser's managers, officers, and agents to prevent discrimination, retaliation, and
5 harassment against and upon employees of Defendant Kaiser, based on the protected classes
6 identified in the California Fair Employment Housing Act, California Government Code §§
7 12940, *et seq.* Defendant Singleton-Billingsley was a manager, officer, director, and/or agent of
8 Defendant Kaiser, as set forth with specificity above, and was aware of Defendant Kaiser's
9 policies and procedures requiring Defendant Kaiser's managers, officers, and agents to prevent,
10 and investigate disability discrimination, retaliation and harassment based on discrimination,
11 against and upon employees of Defendant Kaiser. Defendant Singleton-Billingsley and
12 Defendant Kelly-Borisoff's outrageous conduct was fraudulent, malicious, oppressive, and was
13 done in wanton disregard for the rights of Plaintiff and the rights and duties owed by each
14 Defendant to Plaintiff. Each Defendant aided, abetted, participated in, authorized, ratified,
15 and/or conspired to engage in the wrongful conduct alleged above. Plaintiff should, therefore, be
16 awarded exemplary and punitive damages against each Defendant in an amount to be established
17 that is appropriate to punish each Defendant and deter others from engaging in such conduct.
18

19 ***EIGHTH CAUSE OF ACTION***

20 **DEFAMATION**

21 **(Against FELICIA SINGLETON-BILLINGSLEY)**

22
23 126. Plaintiff repeats and realleges paragraphs 1 to 125 of the Complaint as if the same were
24 fully set forth herein and with the same full force and effect.

25 127. Plaintiff is informed and believes and thereon alleges that Defendant Singleton-
26 Billingsley lied about the reasons given for her termination. These statements were malicious
27 and/or were made with reckless disregard of their truth.
28

1 128. On or about December 6, 2011, Plaintiff received a call from the Baldwin Park facility
2 offering offering her employment. Also on or about December 6, 2011, at 8:30 pm, Plaintiff
3 received a text message from Defendant Singleton-Billingsley stating that Defendant Singleton-
4 Billingsley received an email from Phillip Butt in employee relations at the Harbor City facility
5 that said he wanted to hire Plaintiff.

6 129. About a week later, Plaintiff received a call from Beatrice, a recruiting officer from the
7 Baldwin Park facility, stating that they would be retracting the offer because of Plaintiff's
8 previous write ups by Defendant Singleton-Billingsley.

9 130. Plaintiff is informed and believes and thereon alleges that Defendant Singleton-
10 Billingsley stated false statements about Plaintiff's past employment performance to a
11 prospective employer, Beatrice from the Baldwin Park facility, that caused Plaintiff's
12 employment offer to be withdrawn.

13 131. Plaintiff also called Phillip Butt, the employee relations director from the Harbor City
14 facility, to follow up on her possible employment and Plaintiff was told that Defendant
15 Singleton-Billingsley informed Philip Butt that Plaintiff accepted another position, which was a
16 knowingly false statement by Defendant Singleton-Billingsley. Philip Butt informed Plaintiff
17 that he had moved on to the next candidate.

18 132. Plaintiff is informed and believes and thereon alleges that Defendant Singleton-
19 Billingsley told Plaintiff's prospective employer, Phillip Butt, that Plaintiff took accepted another
20 job in an attempt to prevent Plaintiff from being hired by said prospective employer.

21 133. As a proximate result of Defendant Singleton-Billingsley's conduct Plaintiff has been
22 damaged and continues to suffer substantial losses incurred in earnings, bonuses, deferred
23 compensation and other employment benefits.

24 134. As a further proximate result of Defendant Singleton-Billingsley's actions, Plaintiff has
25 suffered and continues to suffer emotional distress, mental anguish, embarrassment, humiliation
26 and anxiety all to her damage in an amount in excess of the minimum jurisdictional limits of this
27 court. Plaintiff will seek leave of court to amend his complaint to allege the correct amount at
28 the time of trial or according to proof at trial.

1 135. Defendant Singleton-Billingsley did the acts herein alleged maliciously, fraudulently and
2 oppressively, amounting to despicable conduct, and in conscious disregard of Plaintiff's rights.
3 The acts alleged herein were known to, authorized and ratified by Defendant Kaiser. Plaintiff is
4 thus entitled to recover punitive damages from Defendants, and each of them, in an amount
5 according to proof.

6 **WHEREFORE**, Plaintiff prays for judgment as follows:

- 7
- 8 1. For general damages according to proof;
 - 9 2. For special damages according to proof;
 - 10 3. For punitive damages according to proof;
 - 11 4. For attorney fees and costs of suit;
 - 12 5. For prejudgment and post-judgment interest according to law; and
 - 13 6. For such other and further relief as the court may deem just and proper.
- 14

15
16
17 **DEMAND FOR JURY TRIAL**

18 Plaintiff hereby demands a trial by jury.

19
20 DATED: February 20, 2013

LAW OFFICES OF GABRIEL H. AVINA

21
22 By: 

23 Gabriel H. Avina, Esq.

24 Attorney for Plaintiff
25
26
27
28

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county aforesaid; I am over the age of eighteen years and not a
4 party to the within entitled action; my business address is Law Offices of Gabriel H. Avina, 3781
Cimarron St., Los Angeles, California 90018.

5 On February __, 2013, I served the within **COMPLAINT FOR COMPENSATORY**
6 **AND PUNITIVE DAMAGES FOR:** on the interested parties in said action as follows:

7 () by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully
8 repaid, in the United States mail at Los Angeles, California, addressed as follows:

9
10
11 () BY FAX

12 () BY PERSONAL DELIVERY to: _____
13 _____

14 I am "readily familiar" with the firm's practice of collection and processing
15 correspondence for mail. It is deposited with the U.S. Postal Service in that same day in the
16 ordinary course of business. I am aware that on motion of the party served, service is presumed
invalid if postal cancellation date or postage meter date is more than one day after the date of
deposit for mailing in affidavit.

17 I declare that I am employed in an office of a member of the Bar of this Court at whose
18 direction service was made.

19 I declare under penalty of perjury under the laws of the State of California that the
20 foregoing is true and correct.

21 Executed on February __, 2013, at Los Angeles, California.
22 _____
23
24
25
26
27
28

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Gabriel H. Avina ESQ. (SBN # 216099) Law Offices of Gabriel H. Avina 3781 Cimarron Street Los Angeles, CA 90018 TELEPHONE NO.: (323) 299-1664 FAX NO. (Optional): (323) 315-5227 E-MAIL ADDRESS (Optional): gabrielavina@yahoo.com ATTORNEY FOR (Name): Danaïs Mahabir	FOR COURT USE ONLY
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: Los Angeles Superior Court	
PLAINTIFF/PETITIONER: Danaïs Mahabir	CASE NUMBER:
DEFENDANT/RESPONDENT: Kaiser, Felicia Billingsley, and Kathleen Borisoff	
PROOF OF SERVICE OF SUMMONS	

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. ☒ summons
 - b. ☒ complaint
 - c. ☐ Alternative Dispute Resolution (ADR) package
 - d. ☐ Civil Case Cover Sheet (served in complex cases only)
 - e. ☐ cross-complaint
 - f. ☐ other (specify documents):
3. a. Party served (specify name of party as shown on documents served):
Kaiser Permanente
- b. ☐ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
4. Address where the party was served:
6041 Cadillac Ave. Los Angeles, CA 90034
5. I served the party (check proper box)
 - a. ☐ by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): (2) at (time):
 - b. ☐ by substituted service. On (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):
 - (1) ☐ (business) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) ☐ (home) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) ☐ (physical address unknown) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): from (city): or ☐ a declaration of mailing is attached.
 - (5) ☐ I attach a declaration of diligence stating actions taken first to attempt personal service.

PLAINTIFF/PETITIONER: **Danais Mahabir**

CASE NUMBER:

DEFENDANT/RESPONDENT: **Kaiser, Felicia Billingsley, and Kathleen Borisoff**

5. c. ☐ **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
- (3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgment of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☐ **by other means** (specify means of service and authorizing code section):

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☐ as an individual defendant.
- b. ☐ as the person sued under the fictitious name of (specify):
- c. ☐ as occupant.
- d. ☐ On behalf of (specify):

under the following Code of Civil Procedure section:

- | | |
|---|---|
| <input type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. **Person who served papers**

- a. Name:
- b. Address:
- c. Telephone number:
- d. The fee for service was: \$
- e. I am:
- (1) ☐ not a registered California process server.
- (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
- (3) ☐ a registered California process server:
- (i) ☐ owner ☐ employee ☐ independent contractor.
- (ii) Registration No.:
- (iii) County:

8. ☐ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. ☐ I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date:

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

(SIGNATURE)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, bar number, and address):

FOR COURT USE ONLY

Gabriel H. Avina, Esq. (SBN: 216099)
 Law Offices of Gabriel H. Avina
 3781 Cimarron Street
 Los Angeles, CA 90018
 TELEPHONE NO.: (323) 299-1664
 ATTORNEY FOR (Name): Danais Mahabir

FAX NO.: (323) 315-5227

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS: 111 N. Hill Street

MAILING ADDRESS: Los Angeles, 90012
CITY AND ZIP CODE: Stanly Mosk

BRANCH NAME:

CASE NAME:

Mahabir v. Kaiser Permanente, Felicia Billingsley and Kathleen Borisoff

FILED
LOS ANGELES SUPERIOR COURT

MAR 4 2013

JOHN A. CLARKE, CLERK

BY MARY FLORES, DEPUTY

CASE NUMBER:

BC 50 21 48

JUDGE:

DEPT:

CIVIL CASE COVER SHEET

☒ **Unlimited** (Amount demanded exceeds \$25,000) ☐ **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation☐ **Counter** ☐ **Joinder**

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:

Auto Tort

☐ Auto (22)
☐ Uninsured motorist (46)

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

☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

☒ Wrongful termination (36)
☐ Other employment (15)

Contract

☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

☐ Eminent domain/Inverse condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment☐ Enforcement of judgment (20)**Miscellaneous Civil Complaint**

☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)
☐ 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. ☐ Large number of separately represented parties d. ☐ Large number of witnesses
 b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. ☐ Substantial amount of documentary evidence f. ☐ 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): Eight

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: Feb. 20, 2013
Gabriel H. Avina, Esq.

(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

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

Mahabir v. Kaiser Permanente, Felicia Billingsley, Kathleen Borisoff

CASE NUMBER

BC 50 21 48

**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 ☐ 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.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C 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.

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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 checked="" 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 checked="" 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: Mahabir v. Kaiser Permanente, Felicia Billingsley, Kathleen Borisoff

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above	
Judicial Review	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.	
Provisionally Complex Litigation	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	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.	
	Miscellaneous Civil Petitions	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.

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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.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.

☒ 1. ☒ 2. ☐ 3. ☒ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10.

ADDRESS:

Kaiser Permanente
6041 Cadillac Ave.
Los Angeles, CA 90034

CITY:

Los Angeles

STATE:

CA

ZIP CODE:

90012

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 Los Angeles 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:

Feb. 20, 2013


(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.