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FILED
ALAMEDA COUNTY

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CLERK OF THE SUPERIOR COURT
 By Deputy

SUPERIOR COURT OF CALIFORNIA
 COUNTY OF ALAMEDA
 UNLIMITED JURISDICTION

RG14 714484

RHONDA ST. JULIAN-WALKER,

Plaintiff,

vs.

KAISER FOUNDATION HEALTH PLAN,
 INC; BEN PERRY, AND DOES 1-25
 INCLUSIVE,

Defendants.

CASE No.:

COMPLAINT FOR DAMAGES

1. RETALIATION IN VIOLATION OF FEHA
2. FAILURE TO PROVIDE REASONABLE ACCOMMODATIONS IN VIOLATION OF FEHA
3. FAILURE TO ENGAGE IN TIMELY GOOD FAITH INTERACTIVE PROCESS
4. DISABILITY-BASED HARASSMENT
5. DISCRIMINATION IN VIOLATION OF FEHA,
6. WRONGFUL RETALIATORY TERMINATION-VIOLATION OF FEHA
7. INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS
6. INVASION OF PRIVACY
7. INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS
8. INVASION OF PRIVACY
9. BREACH OF EMPLOYMENT CONTRACT
10. BREACH OF EMPLOYMENT CONTRACT'S IMPLIED-IN-FACT PROMISE NOT TO DISCHARGE WITHOUT GOOD CAUSE
11. BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
12. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

BY FAX

1 PLAINTIFF RHONDA ST. JULIAN-WALKER alleges as follows:

2 **INTRODUCTION**

3 1. PLAINTIFF ST. JULIAN-WALKER brings this COMPLAINT to vindicate her
4 constitutional, statutory and common law rights

5 2. PLAINTIFF RHONDA ST. JULIAN-WALKER (hereinafter "Ms. St. Julian-Walker")
6 alleges that DEFENDANTS KAISER FOUNDATION HEALTH PLAN, INC. (hereinafter
7 "KAISER") and BEN PERRY failed to provide her with reasonable accommodations for her
8 medical disability, failed and refused to engage in a timely and good faith interactive process to
9 determine reasonable accommodations for her disability, retaliated against her for engaging in
10 protected speech, and treated her differently from other employees based on her race, gender and
11 disability.

12 **VENUE**

13 3. Venue is proper in this judicial district because the DEFENDANT KAISER'S principal
14 place of business is in this judicial district.

15 **PARTIES**

16 4. PLAINTIFF, MS. ST. JULIAN-WALKER is an African American citizen of the United
17 States of America and is a resident of Fairfield, CA. At all times here in relevant, MS. ST.
18 JULIAN-WALKER was employed by KAISER.

19 5. KAISER is a California corporation, organized under the laws of the State of California,
20 doing business in California with its principal place of business in Oakland, California.

21 6. Plaintiff is informed, believes and based upon that information and belief alleges that
22 Defendant BEN PERRY, at all times herein relevant, was an employee, supervisor, manager, and
23 or managing agent of Defendants Kaiser.

24 **RESPONDEAT SUPERIOR**

25 7. All of the described conduct, acts, and failures to act are attributed to agents and
26 employees under the direction and control, and with the permission, consent and authorization of
27 KAISER. Said acts, conduct and failures to act were within the scope of such agency and
28

1 employment. At all times relevant herein, each participant was acting within the course and
2 scope of his or her employment.

3 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

4 8. Plaintiff has exhausted all administrative remedies with the Department of Fair
5 Employment and Housing ("DFEH") and/or the U.S. Equal Employment Opportunity
6 Commission ("EEOC"). On or around August 23, 2013, Plaintiff filed a timely administrative
7 charge with the EEOC and/or DFEH. She then amended that charge of discrimination on
8 December 31, 2013. She has filed this action within one year of receiving her DFEH rights-to-
9 sue-letter.

10 **STATEMENT OF FACTS**

11 9. KAISER hired Ms. St. Julian-Walker on January 21, 1993 as a medical billing clerk at
12 Kaiser Foundation Hospital. Other than a brief period of time away from Kaiser in 1999 and
13 2000, Kaiser has employed Ms. Walker for the past 20 years.

14 10. In or around October 2010, Ms. St. Julian-Walker began to experience neck pain as well
15 as right upper extremity discomfort. Kaiser provided her with modified duty from November 2,
16 2010 until February 7, 2011, at which time she returned to full duty. Three months after her
17 return to work, in February 2011, Ms. St. Julian-Walker began to experience numbness and
18 tingling in her hands. This lead to modified duty from April 26, 2011 to October 28, 2011. On
19 April 29, 2011, Ms. St. Julian-Walker was diagnosed with repetitive strain injury and carpal
20 tunnel syndrome.

21 11. On October 28, 2011, Ms. St. Julian-Walker underwent surgery to address the carpal
22 tunnel syndrome. After several weeks of recovery, her doctor released her to work on modified
23 duty on December 6, 2011.

24 12. Ms. St. Julian-Walker continued to work on modified duty until around March, 2012,
25 when she returned to working full time with some overtime. On June 6, 2012, Ms. St. Julian-
26 Walker received a comprehensive agreed-to medical-legal evaluation, attendant to a work
27 compensation claim, from Lucy Lin, M.D. Dr. Lin provided a copy of the report to Katie Lane at
28

1 the Kaiser Permanente Medical Care Program. In her report, Dr. Lin states the following under
2 the heading "WORK RESTRICTIONS":

3 Referable to the cervical spine, the applicant has preclusion from static
4 cervical posturing for more than four hours in an eight hour day.

5 Referable to the right upper extremity, the applicant has preclusion from
6 keyboarding more than six hours on an intermittent basis in an eight hour
7 day.

8 13. Under the heading "RETURN TO WORK" Dr. Lin states the following: I do not believe
9 the applicant will be able to return to her usual and customary job *unless* her employer is able to
10 comply with the restrictions I have outlined.

11 14. Upon Ms. St. Julian-walker's return to work, Kaiser failed to initiate any discussion or
12 other interactive process with Ms. St. Julian-Walker regarding the restrictions outlined in Dr.
13 Lin's report.

14 15. During the remainder of 2012 and into 2013, Ms. St. Julian-Walker worked full time and
15 even worked overtime hours. In or around October/November of 2012, Ms. St. Julian-Walker's
16 department came under review by Kaiser's quality control team, due to a backlog of claims in
17 need of processing.

18 16. In or around January 2013, Ms. St. Julian-Walker's manager, Ronni Rishwain, was
19 removed from her position and Ben Perry was appointed manager of the department.

20 17. On or around January 31, 2013, Ben Perry held a meeting regarding the backlog in the
21 department. At this meeting Mr. Perry implemented a temporary procedure in which all team
22 members were to neglect their desk and focus all the team's efforts on the backlog. This was
23 called the "blitz." At the time this was implemented, there was a backlog of approximately
24 35,000 claims.

25 18. On February 1st, 2013, Ms. St. Julian-Walker called in sick because of a painful flare up
26 of her wrist. On Monday, February 4th, Ms. St. Julian-Walker went to see her doctor who
27 excused her for February 1, 2013 through February 5, 2013, with a return to work on February 6,
28 2013. On Monday, February 4, 2013, Ms. St. Julian-Walker gave the doctor's note to Ronnie
Rishwain who then gave it to Ben Perry. Immediately thereafter, Ben Perry, Ronnie Rishwain
and Ms. St. Julian-Walker engaged in a conversation in Mr. Perry's office. During this

1 conversation, Mr. Perry asked if Ms. St. Julian-Walker knew whether she was "permanent
2 stationary." Mr. Perry then ordered Ms. St. Julian-Walker to go home, stating he was going to
3 send the paperwork to the Southern California disability coordinator. Up until that point, Ms. St.
4 Julian-Walker had been communicating with Rheem, the disability coordinator of Northern
5 California. During the meeting, Mr. Perry made a comment about the swelling in Ms. St. Julian-
6 Walker's hand. Mr. Perry also, unilaterally and without any discussion or processes, denied Mr.
7 St. Julian-Walker the opportunity to work overtime, as she had been doing, prior to February
8 2013. Mr. Perry informed me of his unilateral decision in a rude and hostile manner.

9 19. Ms. St. Julian-Walker returned to work on Wednesday, February 6, 2013, and once again
10 she had no contact with Mr. Perry or any Kaiser manager regarding her work conditions, the pain
11 in her hand, or any reasonable accommodations. Despite having firsthand knowledge of Ms. St.
12 Julian-Walker's condition, Respondents, and each of them, failed to engage in a timely good
13 faith interactive process.

14 20. On February 14, 2013, Ms. St. Julian-Walker delivered to Mr. Perry a doctor's note
15 stating that Ms. St. Julian-Walker's ability to work had changed from 5-6 hours to 6-7 hours per
16 day. Mr. Perry took the note, and Ms. St. Julian-Walker left his office to return to her desk. At
17 4pm on the same day, Felicia Ledet, union representative, came over to Ms. St. Julian-Walker's
18 desk and advised Ms. St. Julian-Walker that Ben Perry wanted to meet with her. Both Ms. St.
19 Julian-Walker and the union representative, Ledet, went into Mr. Perry's office. Mr. Perry was
20 present and Diane Niethamer, the Southern California human resource disability coordinator,
21 was present on speakerphone. Ms. Niethamer stated that Ms. St. Julian-Walker was not to report
22 to work the following day. Ms. Niethamer further stated incorrectly that according to Ms. St.
23 Julian-Walker's AME doctor, Lucy Lin, Ms. St. Julian-Walker was not supposed to return back
24 to work. This was contrary to Dr. Lin's report. Ms. St. Julian-Walker had been working for an
25 entire year without any issue. When Ms. St. Julian-Walker asked why Defendant was taking this
26 action since Ms. St. Julian-Walker had been working for a full year, Ms. Niethamer stated,
27 "because I am handling it now," or words to this effect. Also in response to Ms. St. Julian-
28 Walker's question, Ben Perry threw, in a hostile manner, Dr. Lin's report and the modification

1 letter towards Ms. St. Julian-Walker and said, "because of this," referring to the protected request
2 for a modification in her work schedule.

3 21. Ms. Niethamer then stated, "Your attorney and Kaiser agreed that you were not supposed
4 to return back to work," or words to this effect. At no time during the conversation did Mr.
5 Perry or Ms. Niethamer discuss the accommodations provided in Dr. Lin's report. At no time
6 during the meeting did Mr. Perry or Ms. Niethamer discuss reasonable accommodations for Ms.
7 St. Julian-Walker. At no time during the meeting did Mr. Perry or Ms. Niethamer discuss other
8 available jobs that Ms. St. Julian-Walker could transfer into. No part of the meeting was good-
9 faith or interactive. Ms. Niethamer began to explain that she was going to place Ms. St. Julian-
10 Walker on "transitional status." Ms. St. Julian-Walker understood that "transitional status"
11 meant that she was going to be terminated. At that point, hopeless to be accomplishing any good-
12 faith interaction, Ms. St. Julian-Walker stood up and walked out.

13 22. The hostility exhibited against her by her direct manager, Ben Perry, was so debilitating
14 to Ms. St. Julian-Walker that she suffered from a mental breakdown after leaving the meeting
15 and returning to her cubicle. In frustration, following the discriminatory suspension from work
16 without any interactive process or discussion of accommodation, Ms. St. Julian-Walker grabbed
17 a box to collect her belongings. In her emotionally fragile haste, she inadvertently knocked
18 several papers and files off her desk. As Ms. St. Julian-Walker bent down to pick up the papers
19 she had knocked to the floor, and while she was on her hands and knees, Ben Perry appeared
20 with his cell phone and proceeded to take pictures of Ms. St. Julian-Walker's rear as he was
21 bending over in her humiliated and vulnerable state. This caused even more humiliation and
22 emotional distress. Ms. St. Julian-Walker continued to clean out her cubicle, restored the papers
23 to their proper location and left. Once she was removed from the hostile environment, she was
24 again overcome with emotion and started crying.

25 23. Defendants placed Ms. St. Julian-Walker on an Industrial Leave of Absence following
26 the February 14, 2013 meeting. At no point did Respondents engage in a good-faith interactive
27 process to accommodate Ms. St. Julian-Walker. Ultimately Defendants terminated her
28

1 employment of 20 years on April 2, 2013, under a manufactured and false pretense. The
2 termination was retaliation for Ms. St. Julian-Walker engaging in protected activity.

3 24. Ms. St. Julian-Walker was treated differently, discriminatorily, from similarly situated
4 male employees, non-African American employees, and non-disabled employees.

5 **FIRST CAUSE OF ACTION**

6 **Retaliation under FEHA
(Against Defendant Kaiser)**

7 25. Ms. St. Julian-Walker incorporates by reference herein the preceding paragraphs of the
8 complaint as though set forth here in full.

9 26. Ms. St. Julian-Walker is disabled under FEHA based on her wrist injury. At all times
10 herein relevant she was capable of performing all of the necessary job duties with or without
11 accommodations. Defendant KAISER and Mr. Perry had full knowledge of the full extent of Ms.
12 St. Julian-Walker's disability.

13 27. On February 1, 2013 and later, on February 14, 2013, Ms. St. Julian-Walker engaged in
14 protected activity when she notified her employer of her medical condition and work restrictions.

15 28. Immediately following February 14, 2013, she was placed on leave without any
16 discussion of her ability to work and no interactive process regarding an accommodation. Given
17 the proximal connection between requesting time off and providing a new note regarding her
18 status and the hostile act of being sent home, the only possible conclusion is that there was a
19 causal nexus between her protected activity and the adverse employment action.

20 29. California Government Code § 12940(h) et seq., prohibits discrimination and retaliation
21 based on disability.

22 30. As direct and legal result of Defendant's retaliatory conduct as set forth herein, Ms. St.
23 Julian-Walker has suffered and continues to suffer substantial losses in earnings, significant loss
24 of reputation, professional injury, loss of promotional opportunities and other employment
25 benefits, lost wages, attorneys' fees, medical expenses, future earnings and benefits, costs of suit,
26 embarrassment and anguish, all to her damage in an amount according to proof.

27 Wherefore, Plaintiff prays for judgment as more fully set forth below.
28

SECOND CAUSE OF ACTION**Failure to Provide Reasonable Accommodations Under FEHA
(Against Defendant Kaiser)**

31. Ms. St. Julian-Walker incorporates by reference herein the preceding paragraphs of the complaint as though set forth here in full.

32. California Government Code § 12940 et seq., provide that it is an unlawful employment practice for an employer to fail to make or engage in reasonable accommodations for an employee with a disability and/or medical condition.

33. California Government Code § 12940 et seq., with regard to Plaintiff when it failed to provide Plaintiff with reasonable accommodations for a known disability and/or medical condition.

34. Ms. St. Julian-Walker suffers from a disability covered by FEHA. This disability was known to KAISER. Ms. St. Julian-Walker was able to perform the essential functions of the job with or without reasonable accommodations. Between March 2012 and February 2013, Ms. St. Julian-Walker performed all of her essential job functions without accommodations. It was precisely this lack of accommodations that resulted in a flare-up in February 2013.

35. On February 14, 2013, just two weeks after taking a short leave because of a flare-up, Defendant Kaiser put Ms. St. Julian-Walker on indefinite leave and placed her on "transitional status." There was no discussion of reasonable accommodations during the meeting or at any time before her managers sent her home.

36. As direct and legal result of Defendant's failure to provide reasonable accommodations as set forth herein, Ms. St. Julian-Walker has suffered loss of employment, loss of employment opportunities, loss of dignity, great humiliation, and emotional injuries manifesting in physical illness and emotional distress.

37. Defendant's actions have caused and continue to cause Plaintiff substantial losses in earnings, significant reputation and professional injury, loss of promotional opportunities and other employment benefits, lost wages, attorneys' fees, medical expenses, future earnings and

1 benefits, costs of suit, embarrassment and anguish, all to her damage in an amount according to
2 proof.

3 Wherefore, Plaintiff prays for judgment as more fully set forth below.

4
5 **THIRD CAUSE OF ACTION**

6 **Failure to Engage in Good Faith Interactive Process Under FEHA**
7 **(Against Defendant Kaiser)**

8 38. Ms. St. Julian-Walker incorporates by reference herein the preceding paragraphs of the
9 complaint as though set forth here in full.

10 39. California Government Code § 12940 et seq., provide that it is an unlawful employment
11 practice for an employer to fail to make or engage in the good faith interactive process to
12 determine reasonable accommodations for an employee with a disability and/or medical
13 condition.

14 40. Defendant violated California Government Code § 12940 et seq., with regard to Plaintiff
15 when it failed to engage Plaintiff in a good faith interactive process to determine reasonable
16 accommodations for a known disability and/or medical condition before putting Plaintiff on
17 leave, when she had been working for over a year under these conditions.

18 41. In February 2013, in direct response to a communication from Ms. St. Julian-Walker's
19 doctor regarding a requested modification to her schedule, Defendant told Ms. St. Julian-Walker
20 to go home and put her on leave, and ultimately terminated her. Defendant failed to engage in a
21 good faith interactive process regarding Ms. St. Julian-Walker's disability and required
22 accommodation.

23 42. As direct and legal result of Defendant's failure to engage in an interactive process as set
24 forth herein, Ms. St. Julian-Walker has suffered loss of employment opportunities, loss of
25 dignity, great humiliation, and emotional injuries manifesting in physical illness and emotional
26 distress.

27 Wherefore, Plaintiff prays for judgment as more fully set forth below.
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FOURTH CAUSE OF ACTION
Disability-Based Harassment in Violation of FEHA
(Against Defendants Kaiser AND Ben Perry)

43. Ms. St. Julian-Walker incorporates by reference herein the preceding paragraphs of the complaint as though set forth here in full.

44. California Government Code § 12940 provides that it is an unlawful employment practice for an employer, supervisor, or any person to harass any employee in the workplace on the basis of disability and/or medical condition, including creating a hostile work environment.

45. Defendants violated California Government Code § 12940 with regard to Plaintiff when they continuously and systematically harassed Plaintiff and created a hostile work environment for plaintiff on the basis of her disability and/or medical condition.

46. Defendants' conduct towards Plaintiff, as alleged above, constitutes an unlawful employment practice in violation of California Government Code §12940.

47. Ms. St. Julian-Walker is disabled and therefore a member of a protected class.

48. During her employment with KAISER Ms. St. Julian-Walker was subjected to unwelcome harassment. This harassment is based on Ms. St. Julian-Walker's disability and the perception by KAISER managers of Ms. St. Julian-Walker's limitations due to her disability.

49. The harassment affected the condition of Ms. St. Julian-Walker's employment by causing her to work in constant fear of reprimand and reprisal. Additionally, Defendants violated California Government Code § 12940 with regard to Plaintiff when they continuously and systematically harassed Plaintiff and created a hostile work environment for Plaintiff on the basis of her disability and/or medical condition.

50. Defendants' conduct towards Plaintiff, as alleged above, constitutes an unlawful employment practice in violation of California Government Code §12940.

51. As a direct and proximate result of Defendants' discriminatory acts, Plaintiff has suffered loss of employment opportunities, loss of dignity, great humiliation, and emotional injuries manifesting in physical illness and emotional distress.

52. Defendants' actions have caused and continue to cause Plaintiff substantial losses in earnings, significant reputation and professional injury, loss of promotional opportunities and

1 other employment benefits, lost wages, attorneys' fees, medical expenses, future earnings and
2 benefits, costs of suit, embarrassment and anguish, all to her damage in an amount according to
3 proof.

4 53. Defendants' acts as alleged herein were intentional, outrageous, despicable, oppressive
5 and fraudulent, and done with ill will and intent to injure Ms. St. Julian-Walker and to cause her
6 mental anguish, anxiety, and distress. Defendants' acts were done in conscious disregard of the
7 risk of severe emotional harm to Ms. St. Julian-Walker and were a substantial factor in causing
8 harm, damage, and injuries and were committed with the intent to injure, constituting oppression,
9 fraud and / or malice under California Civil Code § 3294, entitling Plaintiff to punitive damages.

10 Wherefore, Plaintiff prays for judgment as more fully set forth below.

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12 **FIFTH CAUSE OF ACTION**

13 **Discrimination FEHA**

14 **(Against Defendant Kaiser)**

15 54. Ms. St. Julian-Walker incorporates by reference herein the preceding paragraphs of the
16 complaint as though set forth here in full.

17 55. California Government Code § 12940 et seq., provide that it is an unlawful employment
18 practice for an employer to discriminate against any employee in compensation or in terms,
19 conditions, or privileges of employment based on an employee's disability.

20 56. Ms. St. Julian-Walker is disabled under FEHA, based on her wrist injury. At all times
21 herein relevant she was capable of performing all of her necessary job duties with or without
22 accommodations. Defendant Kaiser had full knowledge of the full extent of Ms. St. Julian-
Walker's disability.

23 57. Defendant Kaiser treated Ms. St. Julian-Walker different than similarly situated
24 employees because of her disability and her request for reasonable accommodation. Ms. St.
25 Julian-Walker is informed and believes, and based upon that information and belief, alleges that
26 other, similarly situated co-workers who took sick leave were not, thereafter, sent home on
27 industrial leave.

1 58. As a direct and legal result of Defendant's discrimination against Ms. St. Julian-Walker,
2 Ms. St. Julian-Walker has suffered loss of employment opportunities, loss of dignity, great
3 humiliation, and emotional injuries and emotional distress.

4 Wherefore, Plaintiff prays for judgment as more fully set forth below.

5 **SIXTH CAUSE OF ACTION**
6 **Wrongful Retaliatory DISCHARGE Under FEHA**
7 **(Against Defendant Kaiser)**

8 59. Ms. St. Julian-Walker incorporates by reference herein the proceeding paragraphs of the
9 complaint as though set forth here in full.

10 60. California Government Code § 12940 et seq., provide that it is an unlawful employment
11 practice for an employer to fail to make or engage in reasonable accommodations for an
12 employee with a disability and/or medical condition.

13 61. Defendant violated California Government Code § 12940 et seq., with regard to Plaintiff
14 when it failed to provide Plaintiff with reasonable accommodations for a known disability and/or
15 medical condition.

16 62. Ms. St. Julian-Walker is disabled under FEHA based on injury to her wrist. At all times
17 herein relevant she was capable of performing all of the necessary job duties with or without
18 accommodations. Defendant Kaiser had full knowledge of the full extent of Ms. St. Julian-
19 Walker's disability.

20 63. Instead of engaging with Ms. St. Julian-Walker in an interactive process and providing
21 her with an accommodation, Kaiser refused to allow Ms. St. Julian-Walker to work. When Ms.
22 St. Julian-Walker broke down after being put on indefinite leave and sent home, Kaiser used her
23 emotional breakdown as grounds for termination. Ms. St. Julian-Walker alleges on information
24 and belief that Ben Perry, who took photographs of Ms Walker on her hands and knees,
25 attempting to clean up her cubicle, was not disciplined in any way for this callous invasion of
26 privacy and humiliation.

27 64. As direct and legal result of Defendant's failure to engage in an interactive process as set
28 forth herein, Ms. St. Julian-Walker has suffered loss of employment opportunities, loss of

1 dignity, great humiliation, and emotional injuries manifesting in physical illness and emotional
2 distress.

3 65. Defendant's acts as alleged herein were intentional, outrageous, despicable, oppressive
4 and fraudulent, and done with ill will and intent to injure Ms. St. Julian-Walker and to cause her
5 mental anguish, anxiety, and distress. Defendant's acts were done in conscious disregard of the
6 risk of severe emotional harm to Ms. St. Julian-Walker and were a substantial factor in causing
7 harm, damage, and injuries and were committed with the intent to injure, constituting oppression,
8 fraud and / or malice under California Civil Code § 3294, entitling Plaintiff to punitive damages.

9 Wherefore, Plaintiff prays for judgment as more fully set forth below.

10 **SEVENTH CAUSE OF ACTION**
11 **Intentional Infliction of Emotional Distress**
12 **(Against All Defendants)**

13 66. Ms. St. Julian-Walker incorporates by reference herein the preceding paragraphs of the
14 complaint as though set forth here in full.

15 67. Defendant Ben Perry engaged in extreme and outrageous conduct by photographing Ms.
16 St. Julian-Walker while she was on her hands and knees, picking up papers and having an
17 emotional breakdown. Defendant Ben Perry was present when Ms. St. Julian-Walker was told
18 she could not continue working and had to go home, so he knew she was in a fragile emotional
19 state. Despite this knowledge, Defendant Ben Perry increased Ms. St. Julian-Walker's shame
20 and humiliation by photographing her in her emotional state.

21 68. Defendants' conduct was intentional and caused Ms. St. Julian-Walker to suffer severe
22 emotional distress.

23 69. Defendants' acts as alleged herein were intentional, outrageous, despicable, oppressive
24 and fraudulent, and done with ill will and intent to injure Ms. St. Julian-Walker and to cause her
25 mental anguish, anxiety, and distress. Defendants' acts were done in conscious disregard of the
26 risk of severe emotional harm to Ms. St. Julian-Walker and were a substantial factor in causing
27 harm, damage, and injuries and were committed with the intent to injure, constituting oppression,
28 fraud and / or malice under California Civil Code § 3294, entitling Plaintiff to punitive damages.

Wherefore, Plaintiff prays for judgment as more fully set forth below.

EIGHTH CAUSE OF ACTION**Invasion of Privacy
(Against All Defendants)**

70. Ms. St. Julian-Walker incorporates by reference herein the preceding paragraphs of the complaint as though set forth here in full.

71. Defendant Ben Perry invaded Ms. St. Julian-Walker's privacy by photographing Ms. St. Julian-Walker while she was on her hands and knees picking up papers and having an emotional breakdown. Defendant Ben Perry was present when Ms. St. Julian-Walker was told she could not continue working and had to go home, so he knew she was in a fragile emotional state. Despite this knowledge, Defendant Ben Perry increased Ms. St. Julian-Walker shame and Humiliation by photographing her in her emotional state.

72. Defendants' conduct was intentional and caused Ms. St. Julian-Walker to suffer severe emotional distress.

Wherefore, Plaintiff prays for judgment as more fully set forth below.

**NINTH CAUSE OF ACTION
Breach Of Employment Contract.
(Against Defendant Kaiser)**

73. Ms. St. Julian-Walker incorporates by reference herein the preceding paragraphs of the complaint as though set forth here in full.

74. Ms. St. Julian-Walker and Defendant Kaiser entered into an employment relationship.

75. The provisions of their employment contract were written, oral and created by the conduct of the parties.

76. Defendant Kaiser promised, by words or conduct, to discharge Ms. St. Julian-Walker only for good cause.

77. Ms. St. Julian-Walker substantially performed her job duties but Defendant Kaiser discharged Ms. St. Julian-Walker without good cause.

78. As direct and legal result of Defendant's breached employment contract as set forth herein, Ms. St. Julian-Walker has suffered loss of employment opportunities, loss of dignity, great humiliation, and emotional injuries manifesting in physical illness and emotional distress.

Wherefore, Plaintiff prays for judgment as more fully set forth below.

TENTH CAUSE OF ACTION
Breach of Employment Contract's Implied-in-Fact
Promise Not to Discharge Without Good Cause
(Against Defendant Kaiser)

79. Ms. St. Julian-Walker incorporates by reference herein the preceding paragraphs of the complaint as though set forth here in full.

80. Defendant Kaiser promised Ms. St. Julian-Walker to discharge or terminate her employment only for good cause, inducing reasonable reliance by Ms. St. Julian-Walker to conclude from Defendant Kaiser's words, practice and conduct, that she would be discharged or her employment terminated only for good cause.

81. Defendant Kaiser's promise to discharge or terminate her employment only for good cause were expressed in words, conduct, practices, including, but not limited to, the following:

(a) Defendant Kaiser's personnel policies and practices;

(b) Ms. St. Julian-Walker's length of service exceeding 20 years;

(c) Ms. St. Julian-Walker's salary increases and raises, commendations, positive evaluations, and promotions received.

(d) Defendant Kaiser's practice, as observed by Ms. St. Julian-Walker during her 20 year tenure, of discharging or terminating the employment of employees who engage in misconduct, causing harm to the employer.

(e) Defendant Kaiser's practice of promoting longevity with the company for employees who performed their duties and refrained from conduct injurious to the company.

82. Defendant Kaiser Breached the Employment Contract Implied-in-Fact Promise Not to Discharge Without Good Cause. As direct and legal result of Defendant's breached Employment Contract as set forth herein, Ms. St. Julian-Walker has suffered loss of employment opportunities, loss of dignity, great humiliation, and emotional injuries manifesting in physical illness and emotional distress.

Wherefore, Plaintiff prays for judgment as more fully set forth below.

ELEVENTH CAUSE OF ACTION
Breach of the Implied Covenant of Good Faith and
Fair Dealing
(Against Defendant Kaiser)

83. Ms. St. Julian-Walker incorporates by reference herein the preceding paragraphs of the complaint as though set forth here in full.

84. Defendant Kaiser breached the Implied Covenant of Good Faith and Fair Dealing because Ms. St. Julian-Walker and Defendant Kaiser entered into an employment relationship; and Ms. St. Julian-Walker substantially performed her job duties.

85. Defendant Kaiser engaged in discriminatory conduct as alleged herein which prevented Ms. St. Julian-Walker from receiving the benefits she was entitled to have received under the contract.

86. Defendant Kaiser's conduct was a failure to act fairly and in good faith; and Ms. St. Julian-Walker was harmed by Defendant Kaiser's conduct. Both parties to an employment relationship have a duty not to do anything that prevents the other party from receiving the benefits of their agreement. Good faith means honesty of purpose without any intention to mislead or to take unfair advantage of another. Generally speaking, it means being faithful to one's duty or obligation. Defendant's duty and obligations, both in their own anti-discrimination policies and under State and Federal Law, require Defendant Kaiser to protect Ms. St. Julian-Walker from discrimination, and to refrain from engaging in discriminatory practices.

87. Defendant Kaiser breached the Implied Covenant of Good Faith and Fair Dealing. As a direct and legal result of Defendant's breached employment contract as set forth herein, Ms. St. Julian-Walker has suffered loss of employment opportunities, loss of dignity, great humiliation, and emotional injuries manifesting in physical illness and emotional distress.

Wherefore, Plaintiff prays for judgment as more fully set forth below.

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TWELFTH CAUSE OF ACTION
Wrongful Termination in Violation of Public Policy
(Against Defendant Kaiser)

88. Ms. St. Julian-Walker incorporates by reference herein the preceding paragraphs of the complaint as though set forth here in full.

89. Defendant Kaiser wrongfully discharged Ms. St. Julian-Walker in Violation of Public Policy. Ms. St. Julian-Walker was discharged from employment for discriminatory reasons which violate public policy established under FEHA to provide employees with a work environment free of discrimination.

90. Defendant Kaiser's discharge of Ms. St. Julian-Walker was an actionable Wrongful Termination in Violation of Public Policy. As a direct and legal result of Defendant's breached employment contract as set forth herein, Ms. St. Julian-Walker has suffered loss of employment opportunities, loss of dignity, great humiliation, and emotional injuries manifesting in physical illness and emotional distress.

PRAYER FOR RELIEF

1. For judgment against Defendants, and each of them as follows:
2. For general damages in an amount according to proof;
3. To be reinstated as a Kaiser Employee;
4. For special damages in an amount according to proof;
5. For prejudgment interest in an amount according to proof;
6. For reasonable attorney's fees and cost of suit therein;
7. For statutory penalties and any other statutory relief;
8. For punitive damages.
9. For such other and further relief as the court may deem proper.

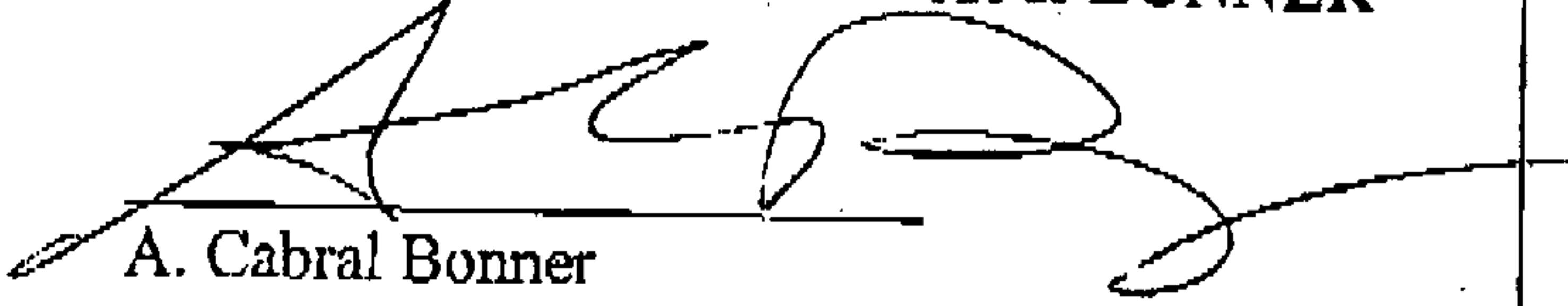
Plaintiff hereby demands a trial by jury.

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1 Dated: February 18, 2014

2 RESPECTFULLY SUBMITTED,
3 LAW OFFICES OF BONNER & BONNER

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5 A. Cabral Bonner
6 Attorney for Plaintiff
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COMPLAINT - 18