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FILED
Superior Court of California
County of Los Angeles

SEP 11 2014

Sherri R. Carter, Executive Officer/Clerk
By [Signature] Deputy
Shaunya Bolden

ATTORNEYS FOR PLAINTIFF JERRY J. MEANS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES-CENTRAL DISTRICT-UNLIMITED**

JERRY J. MEANS, an Individual,

Plaintiff,

v.

KAISER FOUNDATION HOSPITALS, INC.,
A CALIFORNIA CORPORATION; KAISER
PERMANENTE, INC., A CALIFORNIA
CORPORATION; CDI CORPORATION, A
CALIFORNIA CORPORATION;
INTERNATIONAL BUSINESS MACHINES,
INC., (IBM); A NEW YORK
CORPORATION; LAZ GARCIA, AN
INDIVIDUAL; JASON ROTH, AN
INDIVIDUAL; AND DOES 1-100, Inclusive.

Defendants.

LASC CASE NO. **BC 557305**

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF**

1. Discrimination Because of Age in
Violation of FEHA - Government
Code §12940(a)
2. Discrimination Because of Race in
Violation of FEHA - Government
Code §12940(a)
3. Retaliation in Violation of FEHA -
Government Code §12940 (h) & 2 Cal.
Code Regs. §7285, et seq.
4. Harassment in Violation of FEHA -
Government Code §12940(g) & 2 Cal.
Code Regs. §7285, et seq.
5. Failure to Prevent Harassment,
Discrimination and/or Retaliation in
Violation of FEHA - Government Code
§12940(k)
6. Failure to Take Immediate and
Appropriate Corrective Action to
Prevent Harassment and Discrimination and/or
Retaliation in Violation of FEHA -
Government Code §12940(k)
7. Aiding, Abetting, Inciting, Compelling,
Coercing and/or Conspiring in
Violation of FEHA - Government Code
§12940(i);

CIT/CASE: BC557305
LEAD/DEF#:

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COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

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8. Fraudulent Inducement;
9. Violation of Labor Code § 970;
10. Promissory Estoppel;
11. Breach of Contract;
12. Intentional Misrepresentation;
13. Negligent Misrepresentation;
14. Tortious Interference with Contract;
15. Slander Per Se;
16. Libel Per Se;
17. Wrongful Termination In Violation of Public Policies;
18. Intentional and/or Negligent Infliction of Emotional Distress;
19. Unfair Business Practices in Violation of Cal. Bus. & Prof. Code § 17200, et seq.

JURY TRIAL DEMANDED

Plaintiff, JERRY J. MEANS, complains against Defendants, and each of them, demands a trial by jury of all issues and for all causes of action, and hereby alleges, based upon information and belief, the following:

PARTIES

1. At all relevant times herein, Plaintiff JERRY MEANS (hereafter "Plaintiff" or "MR. MEANS"), is an African-American male, over the age of forty (40), is, and was, an individual residing within the State of California.

2. At all relevant times herein, DEFENDANTS KAISER FOUNDATION HOSPITALS, INC. AND/OR KAISER PERMANENTE, INC., (HEREINAFTER JOINTLY

1 REFERRED TO AS "DEFENDANTS KAISER" AND/OR "KAISER") are and were a
2 California Corporation, domiciled and with its' principal place of business located at 393 East
3 Walnut Street, Pasadena, CA. 91188, and were and are doing business in the State of
4 California, County of Los Angeles. At all times material herein, KAISER qualified as an
5 "Employer" under the Fair Employment & Housing Act ("FEHA") at Government Code
6 §12926(d).

7 4. At all relevant times herein, DEFENDANTS CDI CORPORATION ,
8 (HEREINAFTER JOINTLY REFERRED TO AS "DEFENDANTS CDI" AND/OR "CDI") are
9 and were a California Corporation, domiciled and with its' principal place of business located at
10 18831 Von Karman Avenue, Irvine, CA. 92612, and were and are doing business in the State
11 of California, County of Los Angeles. At all times material herein, DEFENDANT CDI
12 qualified as an "Employer" under the Fair Employment & Housing Act ("FEHA") at
13 Government Code §12926(d).

14 5. At all relevant times herein, DEFENDANTS INTERNATIONAL BUSINESS
15 MACHINES, INC. (IBM) , (HEREINAFTER JOINTLY REFERRED TO AS " IBM" AND/OR
16 "DEFENDANS IBM" OR "DEFENDANT EMPLOYERS) is and was a New York
17 Corporation, domiciled in New York, with its' principal place of business uncertain at this time,
18 but last located at New Orchard Road, Armonk, New York, 10504, and doing business in the
19 State of California. County of Los Angeles at all times relevant. At all times material herein,
20 IBM qualified as an "Employer" under the Fair Employment & Housing Act ("FEHA") at
21 Government Code §12926(d).

22 6. At all relevant times herein, DEFENDANT LAZ GARCIA ("GARCIA) is, and
23 was, an individual residing in the County of Los Angeles and employed by DEFENDANTS
24 KAISER. and acting within the course and scope of such employment, holding the title, duties
25 and position of Manager for the EMPLOYER DEFENDANTS, was a managing agent of
26 EMPLOYER DEFENDANTS, and a supervisor/manager of Plaintiff.

27 7. At all relevant times herein, DEFENDANT JASON ROTH ("ROTH") is, and
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1 was, an individual residing in the County of Los Angeles and employed by DEFENDANTS
2 KAISER AND IBM and acting within the course and scope of such employment, holding the
3 title, duties and position of a Manager of EMPLOYER DEFENDANTS, was a managing agent
4 of EMPLOYER DEFENDANTS, and a supervisor/manager of Plaintiff.

5 8. In addition to the Defendants named above, Plaintiff sues fictitiously Defendants
6 DOES 1 through 100, inclusive, pursuant to Code of Civil Procedure §474, because their names,
7 capacities, status, or facts showing them to be liable are not presently known. Plaintiff is
8 informed and believes, and thereon alleges that defendants, and each of them, designated herein
9 as DOES 1 through 100, are responsible in some manner for the occurrences and happenings
10 herein alleged, and that Plaintiff's damages, as herein alleged, were and are the direct and
11 proximate result of the actions of said defendants, and each of them. Plaintiff will amend this
12 complaint to show their true names and capacities, together with appropriate charging language,
13 when such information has been ascertained.

14 9. Plaintiff further alleges that the EMPLOYER DEFENDANTS, DEFENDANT
15 GARCIA AND ROTH, INDIVIDUALLY AND JOINTLY, and DOES 1-100, inclusive, are, and
16 at all relevant times were, agents of one another and acting within the course and scope of said
17 agency.

18 10. Plaintiff reserves the right to amend his charges and causes of action to plead
19 agency between EMPLOYER DEFENDANTS, GARCIA AND ROTH and DOES 1-100,
20 inclusive, and any of them, at any time that he ascertains facts supporting such agency between
21 such Defendants.

22 JURISDICTION AND VENUE

23 11. The amount of Plaintiff's claims exceeds the minimal jurisdictional dollar amount
24 for this Court of unlimited jurisdiction.

25 12. One or more of the Defendants resides within and/or does business within the
26 State of California, County of Los Angeles, making this Court the proper venue for Plaintiff's
27 claims.

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3 **ADMINISTRATIVE REMEDIES**

4 13. Plaintiff has satisfied all private, administrative and judicial prerequisites to the
5 institution of this action.

6 14. Plaintiff timely filed charges with the Department of Fair Employment and
7 Housing ("DFEH") against the named Defendants, and each of them, for the wrongful acts
8 alleged herein, and was issued a right-to-sue letter by the DFEH on or about March 18, 2014. To
9 the extent required, Plaintiff has served these administrative charges and the right-to-sue letter(s)
10 on DEFENDANTS KAISER, CDI, IBM, ROTH AND GARCIA.

11 15. This action is not preempted by the California Workers' Compensation Act
12 because claims brought under the California Fair Employment and Housing Act ("FEHA") –
13 including without limitation age, race discrimination, harassment, and retaliation – are not risks
14 or conditions of employment subject to workers' compensation law.

15 16. This action is not preempted or subjected to any employment arbitration
16 agreement and/or collective bargaining agreement, the National Labor Relations Act, or other
17 federal law because these claims arise out of violations of the public policies of the State of
18 California as set forth in the California Constitution, the California Labor Code, the California
19 Fair Employment & Housing Act at Government Code §12900, *et seq.* and other state laws.

20 **FACTS COMMON TO ALL CAUSES OF ACTION**

21 17. Plaintiff is a fifty-three (53) year old African –American male, and experienced
22 Information Technology ("IT") manager with a Bachelor of Science in Business Management
23 and Certification regarding Information Technology Infrastructure Library (ITIL) Version 3 .
24 Plaintiff has been employed in the Information Technology industry as a specialist, manager
25 and supervisor for at least twenty(20) years. Plaintiff had enjoyed an impeccable work record
26 and demonstrated work ethic for all employers for whom he had worked during this period.
27 Plaintiff had worked consistently and without interruption in service with various multi-million
28 dollar corporations in the information technology industry and until about September 11, 2013,

1 when he was wrongfully terminated by his former employers, DEFENDANTS KAISER, IBM
2 AND CDI.

3 18. On or about July, 2013, CDI Corporation, Inc. , a staffing agency, doing
4 business in this state along with named employer Defendants IBM and Kaiser, contacted
5 Plaintiff regarding employment in the Los Angeles area and in Southern California, regarding
6 several open positions as a Situation/Recovery Manager at one the facilities operated then by
7 Defendants Kaiser/IBM and staffed by CDI, and the same location where Plaintiff had
8 previously worked from 2001 through 2008.

9 19. At the time, Plaintiff held an executive position at FiServe in Johns Creek,
10 Georgia as one of the Situation Managers earning a salary in excess of \$103, 000 along with
11 various fringe benefits and bonuses. Plaintiff was also leasing a home in Georgia and was still
12 bound by the leasing contract at the time that CDI contacted Plaintiff and during the period of
13 negotiations for terms and conditions, offer, acceptance and set up for the position offered in at
14 the Kaiser/IBM facility in the Los Angeles area in Southern California.

15 20. Within the month that followed, CDI Corporation, Inc. negotiated contract terms
16 including annual monetary compensation of approximately \$165, 235 and offered and agreed to
17 other employment related fringe benefits and placement at the Kaiser/IBM facility in Southern
18 California with Defendants Kaiser Permanente and IBM.

19 21. During several conversations with CDI, IBM/Kaiser Managers, relocation and
20 travel plans were made so that Plaintiff Means could begin working on or about August 12,
21 2013.

22 22. Plaintiff, who had worked at the same facility prior to Kaiser contracting out the IT
23 work to IBM, was thrilled at the opportunity to return to his "old job" having been completely
24 familiar and experienced with the same work. In addition, Plaintiff was thrilled to be back in Los
25 Angeles to be with this children and family. After several interviews, confirming all clearances,
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1 travel arrangements, and start date, Plaintiff provided adequate notice to his then former
2 employer FiServe Corporation in Georgia.

3 23. When Plaintiff arrived at the Kaiser facility, he reported to Kaiser/IBM Manager,
4 Jason Roth, but was not given the customary work tools as provided to other employees in the
5 same department and doing the same work, including a desk nor a laptop to work, nor assigned
6 to any specific task other than to "watch" over other co-workers, some of which were his former
7 co-workers and subordinates when he last worked for Kaiser Permanente (Plaintiff had left KP
8 on good terms sometime in the latter part of 2008) . Plaintiff had hired and supervised some of
9 these former co-workers and employees who were primarily White and younger than Plaintiff.
10 When Plaintiff inquired as to why he was not given specific assignments, and/or laptop to work,
11 he was told to be patient and that all had been ordered and forthcoming.
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13 24. Plaintiff had relocated his entire home in Georgia and leased a condo near the
14 Kaiser Facility.

15 25. Plaintiff was not given a badge by Defendants at the time of his start date on
16 August 12, 2013, and rather had to leave his drivers license with security. Plaintiff was also not
17 given a system or sign on ID, as is customary, and could not work.

18 26. On or about September 11, 2013, and while Plaintiff was at work, he received a
19 call from CDI and informed that IBM had informed CDI that a KAISER Vice-President ordered
20 the termination and physical removal of Plaintiff from the worksite immediately and without
21 notice or explanation. When Plaintiff asked for an explanation he was not given one. Upon
22 information and belief, Plaintiff believes that the Defendants Vice President who ordered the
23 termination and physical removal was Individual Defendants Garcia and/or Roth, with the
24 ratification and endorsement of Defendant employers, KAISER, IBM AND CDI. Upon
25 information and belief, Plaintiff alleges that ALL DEFENDANTS, including INDIVIDUAL
26 DEFENDANTS GARCIA AND/OR ROTH engaged in discrimination, fraudulent conduct, and
27 interference with the contractual rights of Plaintiff, and did so with ill will and scorn and without
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1 any legitimate business purpose, and did so, to defame, humiliate, beat down Plaintiff due to his
2 protected class as an African-American male over the age of forty(40).

3 27. Defendant CDI and IBM promised to secure an alternate job assignment
4 consistent with their agreement, however, Plaintiff never heard back from any of the Defendants
5 and to the present date. It was clear then that Defendants had induced Plaintiff to leave his
6 former position in Georgia only to breach their agreements with him, to violate discrimination
7 laws and to illegal fire him without cause or explanation.

8 28. Defendant employers and individual Defendants Roth and Garcia harassed
9 and defamed Plaintiff by ordering his physical removal from the premises, ordering him to
10 relinquish his ID badge which he had obtained the day before, and terminating Plaintiff without
11 any cause after forcing him to leave his lucrative position in Georgia.

12 29. Defendant employers failed to investigate, promptly remedy and/or ratified
13 the conduct of Defendants Roth and Garcia.

14 30. Defendant employers discriminated against, retaliated against and harassed Plaintiff
15 MEANS when he complained of the discrimination and harassment by Defendants Roth and
16 Garcia.

17 31. Defendant employers breached their common law contract and implied/
18 expressed covenants of good faith and fair dealing obligations regarding Plaintiff's employment.
19 MR. MEANS was induced to accept employment as a result of Defendants, and each of them,
20 promissory fraud and fraudulent misrepresentations to the effect that, inter alia, that Defendants
21 were committed to a non-discriminatory work environment and business policies and would
22 therefore afford all employees with equal treatment and the full panoply of rights and
23 entitlements irrespective of his age and/or race or for him having filed and/or made any
24 complaints regarding the hostile and unsafe working conditions at DEFENDANTS facilities.

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1 32. Plaintiff, MR. MEANS, in fact, was defamed and subjected to infliction of
2 emotional distress by harassing Plaintiff, suspending him and ultimately firing him in the
3 presence of his co-workers and management, all without good cause, inter alia: (1) in violation
4 of the prohibitions against, age and race discrimination set forth in Section 12940(a) of the
5 California Government Code ("FEHA"); (2) in violation of the prohibitions against and the
6 requirement to investigate and race and age-based harassment set forth in Section 12940(a)(j)(k)
7 of FEHA; (3) in violation of fundamental public policy, including (a) Sections 970, 1102, et
8 seq., 2856, 6400 and 6310(b) of the California Labor Code, (b) Section 527.8 of the California
9 Code of Civil Procedure, (c) Sections 51.7 and 52.1 of the California Civil Code, (d) California
10 Constitution, Article 1; (4) in retaliation for his complaints of age, race and gender
11 discrimination and harassment in violation of Section 12940(h) of FEHA; (5) in retaliation for
12 his complaints of violations of the fundamental public policies embodied in (a) Sections 232.5,
13 1102.5, 6400 and 6310(b) of the California Labor Code, (b) Sections 51.7 and 52.1 of the
14 California Civil Code and (6) without just cause and in breach of pre- and post-hire
15 representations and Plaintiff's employment contract requiring good cause for discharge and in
16 violation of California Civil Code Section 1710 for promissory fraud and deceit and in violation
17 of California Labor Code §970 as set forth herein.

18 33. Plaintiff is a member of a protected class within the meaning of the FEHA at
19 Government Code §12900, *et seq.* EMPLOYER DEFENDANTS proceeded to discriminate
20 against, harass, and to retaliate against Plaintiff because of his age, gender and because he
21 questioned his employer's wrongful conduct. Plaintiff has opposed employment practices
22 forbidden under the FEHA, including without limitation, age, race, gender discrimination,
23 retaliation, and harassment, failure to investigate and prevent discrimination, harassment and
24 retaliation of Plaintiff, based on his age and race (African-American) and gender (male).

25 34. In engaging in this wrongful conduct, the Defendants, and each of them, engaged
26 in a deliberate campaign to fraudulently induce Plaintiff to leave his job in Georgia to relocate to
27 Southern California, only to terminate him without cause, just one month after he was hired; to
28 degrade, humiliate, defame and break the spirit of Plaintiff causing him extreme emotional
distress and loss of past and future income by their harassment/discrimination of him and
ultimately and illegally terminating his employment with Defendants.

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2 **FIRST CAUSE OF ACTION**

3 **Unlawful Discrimination Because of Age**

4 **In Violation of the Fair Employment & Housing Act**

5 **Government Code §12940(a)**

6 **Against DEFENDANTS KAISER, IBM AND CDI AND DOES 1-100**

7 35. Plaintiff realleges and incorporates by reference as though fully set forth herein
8 the allegations contained in paragraphs 1 through 34 of this Complaint.

9 36. At all relevant times, Plaintiff was a member of the protected class – over 40
10 years of age.

11 37. At all relevant times, EMPLOYER DEFENDANTS and DOES 1-100, inclusive,
12 were employers in the State of California, as defined in the FEHA at Government Code §12926.

13 38. At all relevant times, said Defendants, and each of them, were aware that
14 Plaintiff was over the age of 40 years.

15 39. At all relevant times, Plaintiff's protected status was a motivating reason for said
16 Defendants' treatment of Plaintiff.

17 40. Said Defendants discriminated against Plaintiff on the basis of his age in
18 violation of the FEHA at Government Code §12940(a), in a number of ways, including without
19 limitation the following: (1) terminating and defaming Plaintiff in the presence of his co-
20 workers and management (2) by humiliating and belittling Plaintiff, both orally and in writing,
21 because of his protected status and at any time he tried to assert his rights or that of his co-
22 workers or question the lawfulness of his employer's conduct notwithstanding his demonstrated
23 good performance and no evidence of wrongdoing or incompetence.

24 41. As a direct, foreseeable and proximate result of the aforementioned wrongful
25 conduct of said Defendants, and each of them, Plaintiff has suffered and continues to sustain
26 substantial losses in earnings and other employment benefits, and other consequential economic
27 losses, in an amount according to proof at the time of trial.

1 42. As a direct, foreseeable and proximate result of the aforementioned wrongful
2 conduct of said Defendants, and each of them, Plaintiff has suffered humiliation, emotional
3 distress, and mental and physical pain and anguish, all to his damage in an amount according to
4 proof at the time of trial.

5 43. The above described acts by said Defendants, by and through their managing
6 agents, officers or directors, were engaged in with a deliberate, cold, callous, fraudulent and
7 intentional manner in order to injure and damage Plaintiff. Such acts were despicable, and
8 constitute malice, fraud and/or oppression within the meaning of Civil Code §3294. In doing the
9 things herein alleged, said Defendants, and each of them, were guilty of oppression, fraud and
10 malice, and insofar as the things alleged were attributable to employees of EMPLOYER
11 DEFENDANTS, said employees were employed by EMPLOYER DEFENDANTS with advance
12 knowledge of the unfitness of the employees and they were employed with a conscious disregard
13 for the rights of others; or EMPLOYER DEFENDANTS authorized or ratified the wrongful
14 conduct; or there was advance knowledge, conscious disregard, authorization, ratification or act
15 of oppression, fraud or malice on the part of an officer, director or managing agent of
16 EMPLOYER DEFENDANTS, all entitling Plaintiff to the recovery of exemplary and punitive
17 damages in an amount to be proven at the time of trial.

18 44. Plaintiff has also incurred and continues to incur attorneys' fees and legal
19 expenses in an amount according to proof at the time of trial.

20 **SECOND CAUSE OF ACTION**

21 **Unlawful Discrimination Because of Race and Gender**

22 **In Violation of the Fair Employment & Housing Act**

23 **Government Code §12940(a)**

24 **AGAINST DEENDANTS KAISER, IBM AND CDI AND DOES 1-100**

25 45. Plaintiff realleges and incorporates by reference as though fully set forth herein
26 the allegations contained in paragraphs 1 through 44 of this Complaint.

27 46. At all relevant times, Plaintiff was a member of the protected class – African-
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1 American male

2 47. At all relevant times, EMPLOYER DEFENDANTS and DOES 1-100, inclusive,
3 were employers in the State of California, as defined in the FEHA at Government Code §12926.

4 48 At all relevant times, said Defendants, and each of them, were aware of Plaintiff's
5 race/gender(African-American male).

6 49. At all relevant times, Plaintiff's protected status was/were a motivating reason for
7 said Defendants' treatment of Plaintiff.

8 50. Said Defendants discriminated against Plaintiff on the basis of his race/gender
9 (African-American male), in violation of the FEHA at Government Code §12940(a), in a
10 number of ways, including without limitation the following: (1) abruptly and illegally
11 terminating Plaintiff in the presence of his subordinates, his co-workers and management (2) by
12 humiliating and belittling Plaintiff, both orally and in writing, because of his protected status and
13 at any time he tried to assert his rights or question the lawfulness of his employer's conduct and
14 (3) defaming Plaintiff, notwithstanding his good performance and no evidence of wrongdoing or
15 incompetence.

16 51. As a direct, foreseeable and proximate result of the aforementioned wrongful
17 conduct of said Defendants, and each of them, Plaintiff has suffered and continues to sustain
18 substantial losses in earnings and other employment benefits, and other consequential economic
19 losses, in an amount according to proof at the time of trial.

20 52. As a direct, foreseeable and proximate result of the aforementioned wrongful
21 conduct of said Defendants, and each of them, Plaintiff has suffered humiliation, emotional
22 distress, and mental and physical pain and anguish, all to his damage in an amount according to
23 proof at the time of trial.

24 53. The above described acts by said Defendants, by and through their managing
25 agents, officers or directors, were engaged in with a deliberate, cold, callous, fraudulent and
26 intentional manner in order to injure and damage Plaintiff. Such acts were despicable, and
27 constitute malice, fraud and/or oppression within the meaning of Civil Code §3294. In doing the

1 things herein alleged, said Defendants, and each of them, were guilty of oppression, fraud and
2 malice, and insofar as the things alleged were attributable to employees of EMPLOYER
3 DEFENDANTS, said employees were employed by EMPLOYER DEFENDANTS with advance
4 knowledge of the unfitness of the employees and they were employed with a conscious
5 disregard for the rights of others; or EMPLOYER DEFENDANTS authorized or ratified the
6 wrongful conduct; or there was advance knowledge, conscious disregard, authorization,
7 ratification or act of oppression, fraud or malice on the part of an officer, director or managing
8 agent of EMPLOYER DEFENDANTS, all entitling Plaintiff to the recovery of exemplary and
9 punitive damages in an amount to be proven at the time of trial.

10 54. Plaintiff has also incurred and continues to incur attorneys' fees and legal
11 expenses in an amount according to proof at the time of trial.

12 **THIRD CAUSE OF ACTION**

13 **Harassment and Hostile Work Environment In Violation of the Fair Employment &
14 Housing Act**

15 **Government Code §12940(j); Title 2 Cal. Code of Regs. §7287.6**

16 **(Against ALL DEFENDANTS and DOES 1-100)**

17 55. Plaintiff realleges and incorporates by reference as though fully set forth herein
18 the allegations contained in paragraphs 1 through 54 of this Complaint.

19 56. At all relevant times, Plaintiff was and is a African-American male over the age
20 of forty(40) and was covered under the FEHA at Government Code §12900, et seq. Plaintiff
21 was subjected to a pattern and practice of unlawful harassment based upon his age, race and
22 gender, in violation of the FEHA at Government Code §12940(j). Such conduct was part of an
23 ongoing and continuing pattern of conduct. Such conduct caused Plaintiff to perceive and render
24 his work environment as intimidating, hostile, abusive or offensive based on his age/race and
25 gender. Plaintiff complained about the harassing conduct to Defendants, but the harassing
26 conduct continued and even escalated after his complaints.

27 57. At all relevant times, EMPLOYER DEFENDANTS and DOES 1-100, inclusive,
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1 were employers in the State of California, as defined in the FEHA at Government Code §12926,
2 and subject to liability for unlawful harassment in violation of the FEHA pursuant to
3 Government Code §12940(j), including the obligation to take all reasonable steps to prevent
4 harassment. Said Defendants are liable for harassment of Plaintiff because such harassment was
5 engaged in by supervisors (including without limitation DEFENDANT EMPLOYERS, ROTH
6 AND GARCIA) and/or because EMPLOYER DEFENDANTS, or its supervisors, knew or
7 should have known of the conduct and failed to take immediate and appropriate corrective
8 action.

9 58. At all relevant times, DEFENDANTS ROTH AND GARCIA and DOES 1-100 were
10 employed by one or more of the EMPLOYER DEFENDANTS, and is therefore subject to
11 personal liability for their unlawful harassment of Plaintiff in violation of the FEHA, pursuant to
12 Government Code §12940(j)(3), and said Defendants, and each of them, participated in, assisted
13 or encouraged the harassing conduct.

14 59. At all relevant times, Defendants, and each of them, were aware of Plaintiff's age
15 race and gender.

16 60. At all relevant times, said Defendants, and each of them, created a work
17 environment that was hostile or abusive by engaging in harassing conduct that was severe or
18 pervasive, within the meaning of the FEHA including without limitation the following: by
19 refusing to issue him a proper badge and ID, by refusing to assign any work whatsoever, by
20 refusing to provide Plaintiff with the necessary work tools as basic as a desk and laptop, nor a
21 sign in or system ID, making him look incompetent, notwithstanding his far more superior skills
22 than this white and younger counter-parts. Plaintiff was only one of few African-Americans who
23 had achieved the level of experience and skill possessed by Plaintiff.

24 61. As a direct, foreseeable and proximate result of the aforementioned wrongful
25 conduct of said Defendants, and each of them, Plaintiff has suffered and continues to sustain
26 substantial losses in earnings and other employment benefits, and other consequential economic
27 losses, in an amount according to proof at the time of trial.

62. As a direct, foreseeable and proximate result of the aforementioned wrongful conduct of said Defendants, and each of them, Plaintiff has suffered humiliation, emotional distress, and mental and physical pain and anguish, all to his damage in an amount according to proof at the time of trial.

63. The above described acts by DEFENDANT EMPLOYERS AND INDIVIDUAL DEFENDANTS ROTH AND GARCIA, or in the case of EMPLOYER DEFENDANTS by and through their managing agents, officers or directors, were engaged in with a deliberate, cold, callous, fraudulent and intentional manner in order to injure and damage Plaintiff. Such acts were despicable, and constitute malice, fraud and/or oppression within the meaning of Civil Code §3294. In doing the things herein alleged, Defendants, and each of them, were guilty of oppression, fraud and malice, and insofar as the things alleged were attributable to employees of EMPLOYER DEFENDANTS, said employees were employed by EMPLOYER DEFENDANTS with advance knowledge of the unfitness of the employees and they were employed with a conscious disregard for the rights of others; or EMPLOYER DEFENDANTS authorized or ratified the wrongful conduct; or there was advance knowledge, conscious disregard, authorization, ratification or act of oppression, fraud or malice on the part of an officer, director or managing agent of EMPLOYER DEFENDANTS, all entitling Plaintiff to the recovery of exemplary and punitive damages in an amount to be proven at the time of trial.

64. Plaintiff has also incurred and continues to incur attorneys' fees and legal expenses in an amount according to proof at the time of trial.

FOURTH CAUSE OF ACTION

Retaliation in Violation of the Fair Employment & Housing Act

Government Code §12940(h) & 2 Cal. Code Regs. §7287.8

Against ALL DEFENDANTS and DOES 1-100

65. Plaintiff realleges and incorporates by reference as though fully set forth herein the allegations contained in paragraphs 1 through 64 of this Complaint.

66. At all relevant times, Plaintiff was a member of a protected class and associated

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1 with members of a protected class based on his age, race and gender (African-American male
2 and was covered under the FEHA at Government Code §12900, et seq. Plaintiff was subjected
3 to a pattern and practice of unlawful retaliation because of his age, race, gender (African-
4 American male), and/or complaints about unlawful practices by Defendants, in violation of the
5 FEHA at Government Code §12940(h) and Title 2 of the California Code of Regulations
6 §7287.8.

7 67. At all relevant times, EMPLOYER DEFENDANTS and DOES 1-100, inclusive,
8 were employers in the State of California, as defined in the FEHA at Government Code §12926.

9 68. At all relevant times, said Defendants, and each of them, were aware of Plaintiff's
10 age, race and gender, and/or complaints about Defendants' unlawful practices.

11 69. During his employment, Plaintiff opposed unlawful employment practices of said
12 Defendants, within the meaning of the FEHA at Government Code §12940(h). Said Defendants
13 retaliated against Plaintiff by subjecting Plaintiff to ridicule, to disparate treatment as compared
14 to younger employees and/or non-African-American, non-male employees, discharging,
15 expelling, or otherwise discriminating against him, and such conduct was a substantial factor in
16 causing Plaintiff's harm.

17 70. As a direct, foreseeable and proximate result of the aforementioned wrongful
18 conduct of said Defendants, and each of them, Plaintiff has suffered and continues to sustain
19 substantial losses in earnings and other employment benefits, and other consequential economic
20 losses, in an amount according to proof at the time of trial.

21 71. As a direct, foreseeable and proximate result of the aforementioned wrongful
22 conduct of said Defendants, and each of them, Plaintiff has suffered humiliation, emotional
23 distress, and mental and physical pain and anguish, all to his damage in an amount according to
24 proof at the time of trial.

25 72. The above described acts by said Defendants, or in the case of EMPLOYER
26 DEFENDANTS by and through their managing agents, officers or directors, were engaged in
27 with a deliberate, cold, callous, fraudulent and intentional manner in order to injure and damage
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1 Plaintiff. Such acts were despicable, and constitute malice, fraud and/or oppression within the
2 meaning of Civil Code §3294. In doing the things herein alleged, said Defendants, and each of
3 them, were guilty of oppression, fraud and malice, and insofar as the things alleged were
4 attributable to employees of EMPLOYER DEFENDANTS, said employees were employed by
5 EMPLOYER DEFENDANTS with advance knowledge of the unfitness of the employees and
6 they were employed with a conscious disregard for the rights of others; or EMPLOYER
7 DEFENDANTS authorized or ratified the wrongful conduct; or there was advance knowledge,
8 conscious disregard, authorization, ratification or act of oppression, fraud or malice on the part of
9 an officer, director or managing agent of EMPLOYER DEFENDANTS, all entitling Plaintiff to
10 the recovery of exemplary and punitive damages in an amount to be proven at the time of trial.

11 73. Plaintiff has also incurred and continues to incur attorneys' fees and legal
12 expenses in an amount according to proof at the time of trial.

13 **FIFTH CAUSE OF ACTION**

14 **Failure to Prevent Harassment, Discrimination and Retaliation**

15 **In Violation of the Fair Employment & Housing Act**

16 **Government Code §12940(k)**

17 **Against DEFENDANTS KAISER, IBM AND CDI DOES 1-100**

18 74. Plaintiff realleges and incorporates by reference as though fully set forth herein
19 the allegations contained in paragraphs 1 through 73 of this Complaint.

20 75. At all relevant times, Plaintiff was a member of a protected class: over the age of
21 forty(40) years and African-American male and was covered under the Fair Employment and
22 Housing Act (the "FEHA"); Government Code §12900, et seq.

23 76. At all relevant times, EMPLOYER DEFENDANTS and DOES 1-100, inclusive,
24 were employers doing business in the State of California, as defined in the FEHA at Government
25 Code §12926.

26 77. Plaintiff was subjected to harassment, discrimination and retaliation because he
27 was over the age of forty(40), African-American male and because he objected to unlawful
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1 employment practices.

2 78. EMPLOYER DEFENDANTS and DOES 1-100, inclusive, failed to take
3 reasonable steps to prevent further harassment, discrimination and retaliation, and this failure
4 was a substantial factor in causing Plaintiff harm.

5 79. Said Defendants, and each of them, ratified the harassment of Plaintiff when they,
6 without limitation, failed to correct the discrimination, harassment and retaliation, and ultimately
7 abruptly affected his employment and career.

8 80. As a direct, foreseeable and proximate result of the aforementioned wrongful
9 conduct of said Defendants, and each of them, Plaintiff has suffered and continues to sustain
10 substantial losses in earnings and other employment benefits, and other consequential economic
11 losses, in an amount according to proof at the time of trial.

12 81. As a direct, foreseeable and proximate result of the aforementioned wrongful
13 conduct of said Defendants, and each of them, Plaintiff has suffered humiliation, emotional
14 distress, and mental and physical pain and anguish, all to his damage in an amount according to
15 proof at the time of trial.

16 82. The above described acts by DEFENDANT EMPLOYERS, ROTH AND
17 GARCIA, or in the case of EMPLOYER DEFENDANTS by and through their managing agents,
18 officers or directors, were engaged in with a deliberate, cold, callous, fraudulent and intentional
19 manner in order to injure and damage Plaintiff. Such acts were despicable, and constitute
20 malice, fraud and/or oppression within the meaning of Civil Code §3294. In doing the things
21 herein alleged, Defendants, and each of them, were guilty of oppression, fraud and malice, and
22 insofar as the things alleged were attributable to employees of EMPLOYER DEFENDANTS,
23 said employees were employed by EMPLOYER DEFENDANTS with advance knowledge of the
24 unfitness of the employees and they were employed with a conscious disregard for the rights of
25 others; or EMPLOYER DEFENDANTS authorized or ratified the wrongful conduct; or there
26 was advance knowledge, conscious disregard, authorization, ratification or act of oppression,
27 fraud or malice on the part of an officer, director or managing agent of EMPLOYER
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1 DEFENDANTS, all entitling Plaintiff to the recovery of exemplary and punitive damages in an
2 amount to be proven at the time of trial.

3 83. Plaintiff has also incurred and continues to incur attorneys' fees and legal
4 expenses in an amount according to proof at the time of trial.

5 **SIXTH CAUSE OF ACTION**

6 **Failure to Take Immediate and Corrective Action**
7 **In Violation of the Fair Employment & Housing Act**

8 **Government Code §12940(j)**

9 **Against DEFENDANT KAISER, IBM AND CDI and DOES 1-100**

10 84. Plaintiff realleges and incorporates by reference as though fully set forth herein
11 the allegations contained in paragraphs 1 through 83 of this Complaint.

12 85. At all relevant times, Plaintiff was a member of a protected class: African-
13 American male over the age of 40, and was covered under the Fair Employment and Housing
14 Act (the "FEHA"); Government Code §12900, et seq.

15 86. At all relevant times, EMPLOYER DEFENDANTS and DOES 1-100, inclusive,
16 were employers in the State of California, as defined in the FEHA at Government Code §12926.

17 87. Plaintiff was subjected to harassment, discrimination and retaliation because he
18 was a African-American male over the age of forty, and because he objected to unlawful
19 employment practices.

20 88. EMPLOYER DEFENDANTS and DOES 1-100, inclusive, failed to take
21 reasonable steps to take immediate and corrective action so as to prevent further harassment,
22 discrimination and retaliation, and this failure was a substantial factor in causing Plaintiff harm.

23 89. Said Defendants, and each of them, ratified the harassment of Plaintiff when they,
24 without limitation, failed to prevent and/or correct the discrimination and ultimately terminated
25 his employment.

26 90. As a direct, foreseeable and proximate result of the aforementioned wrongful
27 conduct of said Defendants, and each of them, Plaintiff has suffered and continues to sustain
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1 substantial losses in earnings and other employment benefits, and other consequential economic
2 losses, in an amount according to proof at the time of trial.

3 91. As a direct, foreseeable and proximate result of the aforementioned wrongful
4 conduct of said Defendants, and each of them, Plaintiff has suffered humiliation, emotional
5 distress, and mental and physical pain and anguish, all to his damages in an amount according to
6 proof at the time of trial.

7 92. The above described acts by DEFENDANT EMPLOYERS, ROTH AND
8 GARCIA, or in the case of EMPLOYER DEFENDANTS by and through their managing agents,
9 officers or directors, were engaged in, with a conspiratorial, deliberate, cold, callous, fraudulent
10 and intentional manner in order to injure and damage Plaintiff. Such acts were despicable, and
11 constitute malice, fraud and/or oppression within the meaning of Civil Code §3294. In doing the
12 things herein alleged, Defendants, and each of them, were guilty of oppression, fraud and malice,
13 and insofar as the things alleged were attributable to employees of EMPLOYER
14 DEFENDANTS, said employees were employed by EMPLOYER DEFENDANTS with advance
15 knowledge of the unfitness of the employees and they were employed with a conscious disregard
16 for the rights of others; or EMPLOYER DEFENDANTS authorized or ratified the wrongful
17 conduct; or there was advance knowledge, conscious disregard, authorization, ratification or act
18 of oppression, fraud or malice on the part of an officer, director or managing agent of
19 EMPLOYER DEFENDANTS, all entitling Plaintiff to the recovery of exemplary and punitive
20 damages in an amount to be proven at the time of trial.

21 93. Plaintiff has also incurred and continues to incur attorneys' fees and legal
22 expenses in an amount according to proof at the time of trial.

23 **SEVENTH CAUSE OF ACTION**

24 **Aiding, Abetting, Inciting, Compelling or Coercing**

25 **Violations of the Fair Employment and Housing Act**

26 **Government Code §12940(i) and 2 Cal. Code Regs. §7287.7**

27 **Against ALL DEFENDANTS and DOES 1-100**

1 94. Plaintiff realleges and incorporates by reference as though fully set forth herein
2 the allegations contained in paragraphs 1 through 93 of this Complaint.

3 95. At all relevant times, Plaintiff was a member of a protected class: over the age of
4 forty(40) , a African-American male, and complained of discrimination to management and was
5 retaliated against - and was covered under the Fair Employment and Housing Act (the "FEHA");
6 Government Code §12900, et seq. .

7 96. At all relevant times, Defendant employers and Roth and Garcia, and DOES 1-
8 100, and each of them, was a "person" within the meaning of Government Code §12925(d)
9 subject to liability for conspiring, aiding, abetting, inciting, compelling or coercing the doing of
10 any acts forbidden under the FEHA, or attempting to do so, pursuant to Government Code
11 §12940(i) and 2 Cal. Code Regs. §7287.7.

12 97. At all relevant times, DEFENDANT EMPLOYERS, ROTH AND GARCIA, and
13 DOES 1-100, inclusive, were aware of Plaintiff's age, race and gender (African-American male)
14 and of his complaints of illegal conduct by Defendants.

15 98. Defendant EMPLOYERS, AND INDIVIDUAL DEFENDANTS ROTH AND
16 GARCIA, and DOES 1-100, inclusive, conspired, aided, abetted, incited, compelled or coerced
17 the doing of acts forbidden by the FEHA, or attempted to do so, in many ways, including without
18 limitation the following: Conspiring, Aiding, abetting, inciting, compelling or coercing
19 EMPLOYER DEFENDANTS and conspiring with the other Defendants to violate Plaintiff's
20 rights under the FEHA;

21 99. In engaging in the aforementioned wrongful conduct, DEFENDANT
22 EMPLOYERS; ROTH AND GARCIA, AND DOES 1 THROUGH 100, CONSPIRED , aided,
23 abetted, incited, compelled and/or coerced EMPLOYER DEFENDANTS (including its agents
24 and/or employees) in the doing of acts forbidden under the FEHA in prohibition of Government
25 Code §12940(i), including without limitation: (1) discrimination because of his age, race and
26 gender; (2) harassment and (3) retaliation.

27 100. As a direct, foreseeable and proximate result of the aforementioned wrongful
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1 conduct of said Defendants, and each of them, Plaintiff has suffered and continues to sustain
2 substantial losses in earnings and other employment benefits, and other economic losses, in an
3 amount according to proof at the time of trial.

4 101.. As a direct, foreseeable and proximate result of the aforementioned wrongful
5 conduct of said Defendants, and each of them, Plaintiff has suffered humiliation, emotional
6 distress, and mental and physical pain and anguish, all to his damages in an amount according to
7 proof at the time of trial.

8 102 The above described acts by DEFENDANT EMPLOYERS, ROTH AND
9 GARCIA, AND DOES 1-100, or by and through their managing agents, officers or directors,
10 were engaged in with a deliberate, cold, callous, fraudulent and intentional manner in order to
11 injure and damage Plaintiff. Such acts were despicable, and constitute malice, fraud and/or
12 oppression within the meaning of Civil Code §3294. In doing the things herein alleged,
13 Defendants, and each of them, were guilty of oppression, fraud and malice, and insofar as the
14 things alleged were attributable to employees of Defendants, said employees were employed by
15 Defendants, with advance knowledge of the unfitness of the employees and they were employed
16 with a conscious disregard for the rights of others; or Defendants authorized or ratified the
17 wrongful conduct; or there was advance knowledge, conscious disregard, authorization,
18 ratification or act of oppression, fraud or malice on the part of an officer, director or managing
19 agent of Defendants, all entitling Plaintiff to the recovery of exemplary and punitive damages in
20 an amount to be proven at the time of trial.

21 103. Plaintiff has also incurred and continues to incur attorneys' fees and legal
22 expenses in an amount according to proof at the time of trial.

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24 **EIGHTH CAUSE OF ACTION**
25 **FRAUDULENT INDUCEMENT**
26 **AGAINST DEFENDANTS AND DOES 1 THROUGH 100**

27 104. Plaintiff realleges and incorporates by reference paragraphs 1 through 103
28 inclusive, as though set forth in full herein.

1 105. In doing the things alleged above and in making the statements, representations,
2 and promises related to employment with Defendants, in Southern California, Defendants made
3 material misrepresentations to Plaintiff with the intention of inducing Plaintiff to rely on such
4 statements, representations and promises, or made such statements in reckless disregard for their
5 truth and/or not having any reasonable basis to believe them to be true. Plaintiff had no reason to
6 believe that the statements, representations, and promises were falsely made based on the fact
7 that he was being hired specifically for his skills, expertise, and vast experience in the
8 information technology area, and having specific experience having previously worked at the
9 same facility and doing the same work. In reliance thereon, plaintiff left an extremely profitable
10 and lucrative position as a Data Center Incidents Manager at FiServe Corporation in Georgia and
11 relocated to Southern California. Plaintiff took the action he did as stated herein to his detriment.
12

13 106. As a proximate result of the conduct alleged, plaintiff has suffered a loss
14 of income, loss of future income, and benefits that he would have otherwise have been entitled to
15 all his detriment according to proof at trial.

16 107. As a proximate result of the Defendant's misconduct, Plaintiff
17 was injured in his health, strength, and activity and shock to his nervous system and person. All
18 of which injuries have caused and continue to cause plaintiff great mental and nervous pain and
19 suffering.

20 108. As more fully stated by the facts alleged above, the wrongful conduct committed
21 by defendants were done with a conscious disregard of plaintiff's right's with the intent to vex,
22 injure and annoy Plaintiff so as to cause the injuries sustained by plaintiff which amount to
23 oppression, fraud and malice , as stated in California Civil Code §3294. Plaintiff, is therefore
24 entitled to punitive damages in an amount to punish defendants and/or make an example of
25 defendants to curb such conduct in the future.

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NINTH CAUSE OF ACTION
VIOLATION OF CALIFORNIA LABOR CODE §970
AGAINST DEFENDANTS AND DOES 1 THROUGH 100

109. Plaintiff realleges and incorporates by reference paragraphs 1 through 108 inclusive, as though set forth in full herein.

110. In doing the things alleged above and in making the statements, representations, and promises related to employment with Defendants, in Southern California, Defendants, and each of them, influenced, persuaded, or engaged plaintiff to move from Georgia, where Plaintiff had a lucrative job in Georgia to the Los Angeles area in Southern California, to work for Defendants, and each of them, through or by means of knowingly false representations, spoken or written, concerning the kind, character and existence of such work, and the length of time such work would last.

111. As a proximate result of the conduct alleged, plaintiff has suffered a loss of income, loss of future income, and benefits that he would have otherwise have been entitled to all his detriment according to proof at trial.

112. As a proximate result of the Defendant's misconduct, Plaintiff was injured in his health, strength, and activity and shock to his nervous system and person. All of which injuries have caused and continue to cause plaintiff great mental and nervous pain and suffering.

113. Plaintiff is entitled to double damages resulting from the misrepresentations pursuant to Labor Code §972.

114. As more fully stated by the facts alleged above, the wrongful conduct committed by defendants were done with a conscious disregard of plaintiff's right's with the intent to vex, injure and annoy Plaintiff so as to cause the injuries sustained by plaintiff which amount to oppression, fraud and malice, as stated in California Civil Code §3294. Plaintiff, is therefore entitled to punitive damages in an amount to punish defendants and/or make an example of defendants to curb such conduct in the future.

TENTH CAUSE OF ACTION
PROMISSORY ESTOPPEL
AGAINST DEFENDANTS AND DOES 1 THROUGH 100

115. Plaintiff realleges and incorporates by reference paragraphs 1 through 114 inclusive, as though set forth in full herein.

116. In doing the things alleged above and in making the statements, representations, and promises related to employment with Defendants, in Southern California, Defendants, and each of them, influenced, persuaded, or engaged plaintiff to move from Georgia, where Plaintiff had a lucrative job in Georgia to the Los Angeles area in Southern California, to work for Defendants, and each of them, through or by means of knowingly false representations, spoken or written, concerning the kind, character and existence of such work, and the length of time such work would last.

117. Defendants in doing the things alleged above, promised an employment position to Plaintiff which was certain in its terms and conditions. Plaintiff reasonably relied on such promise as Plaintiff had no reason to believe that the Defendants would not fulfill the promise. In reliance on said promise, Plaintiff resigned from this position at FiServe Corporation in Georgia, moved to Southern California area and began his employment with the Defendants.

118. As stated above, shortly thereafter Defendants terminated Plaintiff's employment thereby causing Plaintiff injury to Plaintiff in the form of the loss of income, past, present and future.

ELEVENTH CAUSE OF ACTION
BREACH OF CONTRACT
AGAINST DEFENDANTS AND DOES 1 THROUGH 100

119. Plaintiff realleges and incorporates by reference paragraphs 1 through 118 inclusive, as though set forth in full herein.

120. In all contracts, including an oral agreement as is the case here, there is an implied covenant by each party not to do anything that will deprive the other party thereto of the benefits of the contract. This covenant not only imposes upon each contracting party the duty to refrain

1 from doing anything which would render performance of the contract impossible by any act of
2 that party's own, but also the duty to do everything the contract presupposed that party would do
3 to accomplish the purpose of the contract.

4 121. Plaintiff has performed all conditions , covenants, and promises pursuant to the
5 aforementioned written and/or oral agreement except to the extent that such performance was
6 excused or made impossible to do by the actions of defendants.

7 122. Defendants abruptly terminated plaintiff approximately one month after hiring
8 him, and no explanation has ever been given. Defendant breached the agreement, by, among
9 other things, terminating Plaintiff without cause, by not providing plaintiff with a sixty(60) days
10 notice prior to termination, by not paying Plaintiff two months salary in lieu of providing notice,
11 by not paying one month's salary as severance, denying plaintiff other benefits under the
12 Agreement, and in other ways..

13 123. As a result of Defendants' breach of its Agreement with Plaintiff, said Plaintiff
14 has sustained compensatory and consequential damages in an amount to be proved at trial,
15 together with interest thereon at the maximum rate permitted by law.

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17 **TWELFTH CAUSE OF ACTION**
18 **INTENTIONAL MISREPRESENTATION**
19 **AGAINST DEFENDANTS AND DOES 1 THROUGH 100**

20 124. Plaintiff realleges and incorporates by reference paragraphs 1 through 123
21 inclusive, as though set forth in full herein.

22 125. In connection with the relocation process and offer of employment, defendants
23 through their officers and managing agents, made the statements as referenced above. The
24 foregoing representations were false, and known to be false when made because the true facts at
25 the time were that in fact, Defendants and each of them, did not want to hire Plaintiff, an
26 African-American male over the age of 40, notwithstanding his vast amount of superior
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1 experience and skill, and rather chose to hire and retain white and younger employees
2 notwithstanding their promises to Plaintiff.

3 126. When Defendants made the foregoing representations, it knew them to be false or
4 made them with a reckless disregard to their truthfulness with the intention to have plaintiff act
5 in reliance on said representations in the manner herein alleged, or with the expectation that
6 plaintiff would so act. This is so because Defendants had wanted to hire younger and white
7 employees before they offered plaintiff the position and plaintiff accepted and defendants never
8 changed or altered their desire or intention to hire white and younger employees, notwithstanding
9 the promises made to Plaintiff, upon which he reasonably and justifiably relied.

10 127. Plaintiff at the time of the representations were made and at the time he took the
11 actions herein alleged, were ignorant of the falsity of said representations and believed them to
12 be true. Plaintiff did not discover the falsity of said representations until the date of his abrupt
13 and unexplained termination.

14 128. In actual and reasonable reliance upon defendant's conduct, and thus as a
15 proximate result of Defendants misrepresentations, plaintiff has sustained compensatory and
16 consequential damages in an amount to be proved at trial, together with interest thereon at the
17 maximum rate permitted by law.

18 129. In committing the acts alleged herein, defendant acted willfully, maliciously,
19 Oppressively, and in wanton disregard of plaintiff's interest and rights. Because of this , plaintiff
20 is entitled to punitive and/or exemplary damages against defendants.

21 130. The aforementioned conduct of Defendants was an intentional misrepresentation,
22 deceit, or concealment of a material fact(s) known to the defendants with the intention on the
23 part of the Defendants and thereby depriving plaintiff of property or legal rights or otherwise
24 causing injury, and was despicable conduct that subjected plaintiff to a cruel and unjust hardship
25 in conscious disregard of plaintiff's rights, so as to justify an award of punitive damages.
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THIRTEENTH CAUSE OF ACTION
INTENTIONAL MISREPRESENTATION
AGAINST DEFENDANTS AND DOES 1 THROUGH 100

131. Plaintiff realleges and incorporates by reference paragraphs 1 through 130 inclusive, as though set forth in full herein.

132. In connection with the relocation process and offer of employment, defendants through their officers and managing agents, made the statements as referenced above. The foregoing representations were false, and known to be false when made because the true facts at the time were that in fact, Defendants and each of them, did not want to hire Plaintiff, an African-American male over the age of 40, notwithstanding his vast amount of superior experience and skill, and rather chose to hire and retain white and younger employees notwithstanding their promises to Plaintiff.

133. When Defendants made the foregoing representations, they did not have reasonable ground for believing them to be true. The aforesaid representations were made with the intent to induce Plaintiff to leave his lucrative position in Georgia and relocate to Southern California. Plaintiff was unaware of the falsity of the representations, acted in reliance upon the truth of the representations, and was justified in relying upon such representations. Said representations were made at the time when Defendants knew it preferred to hire younger and white employees and never changed or altered their desire or intention to hire these younger and white employees rather than Plaintiff.

134. As a proximate result of the conduct alleged herein, plaintiff resigned from his position in Georgia, relocated to Southern California, suffered damages when he was improperly and unjustifiably terminated just a little over a month after he was hired, and was otherwise damaged according to proof of trial.

1 135. As a proximate result of the conduct alleged, plaintiff was injured to his health,
2 strength, and activity and shock to his nervous system and person. All of which injuries have
3 caused and continued to cause plaintiff great mental and nervous pain and suffering.

4 136. The aforementioned conduct of Defendants was an intentional misrepresentation,
5 deceit, or concealment of a material fact(s) known to the defendants with the intention on the
6 part of the Defendants and thereby depriving plaintiff of property or legal rights or otherwise
7 causing injury, and was despicable conduct that subjected plaintiff to a cruel and unjust hardship
8 in conscious disregard of plaintiff's rights, so as to justify an award of punitive damages.

9 **FOURTEENTH CAUSE OF ACTION**

10 **TORTIOUS INTERFERENCE WITH CONTRACT AGAINST ALL**

11 **DEFENDANTS, INCLUDING INDIVIDUAL DEFENDANTS GARCIA AND ROTH**

12
13 137. Plaintiff restates and incorporates by reference each and every allegation contained
14 in paragraphs 1 through 136 , inclusive, as though fully set forth herein.

15 138. Before Plaintiff as abruptly terminated on September 11, 2013, Plaintiff had valid
16 existing contracts with CDI CORPORATION, KAISER AND/OR IBM.

17 139. Plaintiff is informed and believes that during the time that Defendants terminated
18 Plaintiff, Defendants knew that Plaintiff had existing contractual relationships with CDI
19 CORPORATION, KAISER AND/OR IBM.

20 140. When Defendants terminated Plaintiff, Defendants knew that such action(s) would
21 disrupt and/or interfere with Plaintiff's contractual relationships with CDI CORPORATION,
22 KAISER AND/OR IBM. Defendants further knew that in terminating Plaintiff, they were
23 substantially certain that such action(s) would interfere with Plaintiff's contractual relationships
24 with CDI,KAISER AND/OR IBM.

25 141. If Defendants had not wrongfully terminated , Plaintiff's contractual relationships
26 with CDI, IBM AND/OR KAISER. would have been, and would continue to be, performed.
27 Therefore, Defendants' WRONGUL TERMINATION of Plaintiff proximately caused the
28 failure of performance of these contracts.

1 142. As a direct and foreseeable result of the aforesaid acts of said Defendants, Plaintiff
2 has lost and will continue to lose income and benefits in an amount to be proven at the time of
3 trial. Plaintiff claims such amount as damages together with pre-judgment interest pursuant to
4 Civil Code section 3287 and/or any other provision of law providing for pre-judgment interest.

5 143. As a result of the aforesaid acts of Defendants, Plaintiff claims general damages for
6 mental and emotional distress and aggravation in an amount to be proven at the time of trial.

7 144. The above described acts of Defendants were engaged in with a deliberate, cold,
8 callous, fraudulent and intentional manner in order to injure and damage Plaintiff and/or with a
9 conscious disregard of Plaintiff and his rights. Such acts were despicable, and constitute malice,
10 fraud and/or oppression within the meaning of Civil Code section 3294. Plaintiff requests an
11 assessment of punitive damages against the individual Defendants, in an amount to be proven at
12 time of trial.

13 **FIFTEENTH CAUSE OF ACTION**
14 **FOR SLANDER PER SE**
15 **AGAINST DEFENDANTS AND DOES 1 THROUGH 100**

16 145. Plaintiff realleges and incorporates by reference paragraphs 1 through 144
17 inclusive, as though set forth in full herein.

18 146. Plaintiff has enjoyed a career in the Information Technology industry for the last
19 and over twenty (20) years having established exemplary business customer relations with many
20 of the most prestigious corporations primarily in the Southern California area. During his
21 employment, Plaintiff demonstrated exemplary work ethic and quality of service and was well
22 respected amongst his peers with whom he had worked for over twenty (20) years, within the
23 information technology industry.

24 147. Plaintiff has at all times enjoyed an outstanding reputation for excellence of
25 job performance and for honesty, integrity and loyalty in connection with his employments and
26 affiliations.

27 148. Since on or about September 11, 2013, and after, through the
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1 present_EMPLOYER_DEFENDANTS, through its' officers, directors, manager employees and
2 agents, and Does 1 through 100, published orally, within EMPLOYER DEFENDANTS and to
3 third parties, a variety of false and defamatory statements, including that: (1) Plaintiff was
4 incompetent manager, supervisor, employee of Defendants, knowing these allegations to be
5 false.

6 149. Since on or about September 11, 2013, and after, through present, Defendants and
7 Roth and Garcia, and certain Does, published orally, within EMPLOYER DEFENDANTS and
8 to third parties, the false and defamatory statements as set forth in the paragraphs above.

9 150. The foregoing publications were false, including because Plaintiff had
10 demonstrated while on the job precisely that which the Defendants claimed Plaintiff lacked.

11 151. The Defendants knew these publications were false and published these
12 statements with malice, ill will and the intent to vex, annoy, harm and injure Plaintiff.

13 152. The foregoing publications were made of and concerning Plaintiff and were so
14 reasonably understood by those who read and heard the publications.

15 153. These foregoing publications were libelous on their face inasmuch as they clearly
16 stated that Plaintiff was not competent or trustworthy in his profession or otherwise.

17 154. Those who saw and heard the publications reasonably understood them in a way
18 that defamed Plaintiff.

19 155. As a proximate result of the Defendant's misconduct, Plaintiff has suffered the
20 harms, injuries, and damages set forth above.

21 156. The Defendants acted with conscious and reckless disregard of Plaintiff's rights
22 and with malice, oppression and fraud. Thus, Plaintiff is entitled to an award of punitive
23 damages.
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SIXTEENTH CAUSE OF ACTION
FOR LIBEL PER SE
AGAINST DEFENDANTS AND DOES 1 THROUGH 100

157. Plaintiff realleges and incorporates by reference paragraphs 1 through 156, inclusive, as though set forth in full herein.

158. Plaintiff resides in Southern California and has worked in the Information Technology industry for the last and almost twenty (20) years having established exemplary business customer relations with many of the most prestigious and Fortune 500 corporations as clients. During his employment, Plaintiff demonstrated exemplary work ethic and quality of service and was respected amongst his peers with whom he had worked for almost twenty (20) years, within the food industry.

159. Plaintiff has at all times enjoyed an outstanding reputation for excellence of job performance and for honesty, integrity and loyalty in connection with his employments and affiliations.

160. Since on or about September 11, 2013, and after, through the present, EMPLOYER DEFENDANTS, through its' officers, directors, manager employees and agents, and Does 1 through 100, published in written form, within EMPLOYER DEFENDANT and to third parties, a variety of false and defamatory statements, including that: (1) Plaintiff was an incompetent and undeserving employee knowing these allegations to be false.

161. Since on or about September 11, 2013, and after, through present, Defendant EMPLOYERS, ROTH AND GARCIA, , and certain Does, published orally and in writing, within EMPLOYER DEFENDANTS and to third parties, the false and defamatory statements as set forth in the paragraphs above.

162. The foregoing publications were false, including because Plaintiff had demonstrated while on the job precisely that which the Defendants claimed Plaintiff lacked.

1 163. The Defendants knew these publications were false and published these
2 statements with malice, ill will and the intent to vex, annoy, harm and injure Plaintiff.

3 164. The foregoing publications were made of and concerning Plaintiff and were so
4 reasonably understood by those who read and heard the publications.

5 165. These foregoing publications were libelous on their face inasmuch as they clearly
6 exposed that Plaintiff was not competent or trustworthy in his profession or otherwise.

7 166. Those who saw and heard the publications reasonably understood them in a way
8 that defamed Plaintiff.

9 167. As a proximate result of the Defendant's misconduct, Plaintiff has suffered the
10 harms, injuries, and damages set forth above.

11 168. The Defendants acted with conscious and reckless disregard of Plaintiff's rights
12 and with malice, oppression and fraud. Thus, Plaintiff is entitled to an award of punitive
13 damages.
14

15 **SEVENTEENTH CAUSE OF ACTION FOR**
16 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
17 **AGAINST DEFENDANTS KAISER, IBM AND CDI**
18 **AND DOES 1 THROUGH 100**

19 169. Plaintiff incorporates paragraphs 1 through 168 set forth above as if set
20 forth herein in full.

21 170. The Fair Employment and Housing Act prohibits suspending, discharging
22 and/or taking any adverse action against an employee based on his/her protected status,
23 the violation of which constitutes a cause of action for wrongful termination in the violation of
24 public policies ie. violation of the FEHA, various sections of the Labor Code and the California
25 Constitution as set forth in the paragraphs above.

26 171. Section 232.5 of the California Labor Code provides in part "No employer
27 may do any of the following: (a) Require, as a condition of employment, that an employee
28 refrain from disclosing information about the employer's working conditions.... (c) Discharge,
formally discipline, or otherwise discriminate against an employee who discloses information

1 about the employer's working conditions. "Section 232.5 thus sets forth California's
2 fundamental public policy prohibiting: (1) any requirement that an employee refrain from
3 disclosing information about the employer's working conditions or (2) the discharge or
4 discipline of or discrimination against an employee who discloses information about the
5 employer's working conditions." The California Labor Code also prohibits employers from
6 hiring employees, luring them to come to California to work, by misrepresenting facts, and the
7 terms and conditions of the employment contract and/or relationship, causing Plaintiff to leave
8 his lucrative job, to relocate to California, across country, and then firing them with no intention
9 of hiring or retaining them in the promised job. (Cal. Lab. Code §970).

10 172. Plaintiff disclosed his adverse working conditions and protested against
11 and complained of the breach of the foregoing fundamental public policies by Defendants as set
12 forth in the paragraphs above.

13 173. Plaintiff was defamed, denied progressive discipline and appropriate
14 investigations and fired, inter alia, in violation of the FEHA, Section 232.5 and 1102.5 of the
15 California Labor Code, and in retaliation for his disclosures, complaints, and protests concerning
16 the adverse working conditions to which he was subjected, ie. the defamations, discrimination,
17 harassment by Defendant, and each of them.

18 174. At all times, Plaintiff reasonably believed that Defendants were violating
19 Sections 1102.5, 232.5 and 970 of the California Labor Code.

20 175. Plaintiff has suffered the adverse employment actions referred to in paragraphs
21 set forth above.

22 176. Defendants' retaliatory conduct was a substantial factor in causing
23 Plaintiff's harm.

24 177. As a proximate result of Defendant's misconduct, Plaintiff has suffered
25 the injuries described above. The Defendants acted with conscious and reckless disregard of
26 Plaintiff's rights and with malice, oppression and fraud. Thus, Plaintiff is entitled to an award of
27 punitive damages.

28 ///

///

///

1 **EIGHTEENTH CAUSE OF ACTION FOR**
2 **INTENTIONAL AND/OR NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**
3 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100**

4 178. Plaintiff realleges and incorporates by reference paragraphs 1 through 177,
5 inclusive, as though set forth in full herein.

6 179. Defendants engaged in extreme and outrageous conduct against Plaintiff
7 including but not limited to conspiratorial and intentional acts of age, race, and gender
8 discrimination, harassment and retaliation for exercising his rights under FEHA, and other
9 despicable conduct by Defendants, and each of them, as set forth above, including violating Cal
10 Labor Code Section 970, et seq., other employment related statutes, and sections of the Labor
11 Code, California Constitution, and the Civil Code, as set forth above. Defendants' misconduct
12 was malicious, if not, at least negligent, and done for the purpose of causing Plaintiff to suffer
13 humiliation, mental anguish and emotional distress. As a result, Plaintiff suffered severe
14 emotional distress. The conduct of Defendants, and each of them, was offensive, oppressive and
15 reprehensible, with a wanton and reckless disregard of the consequences to Plaintiff.

16 180. The above said acts of Defendants constitute intentional infliction of emotional
17 distress, which was a proximate cause in Plaintiff's damages as stated below.

18 181. The damage allegations of paragraphs set forth above, inclusive, are incorporated
19 herein by reference and for the purpose of this cause of action shall refer to each Defendant's
20 acts which constitute intentional infliction of emotional distress

21 **NINETEENTH CAUSE OF ACTION**
22 **FOR UNFAIR BUSINESS PRACTICES**
23 **(VIOLATION OF BUSINESS & PROFESSIONS CODE §17200, ET SEQ.)**
24 **AGAINST DEFENDANT EMPLOYERS KAISER, CDI AND IBM**
25 **AND DOES 1 THROUGH 100**

26 182. Plaintiff realleges and incorporates by reference paragraphs 1 through 181,
27 inclusive, as though set forth in full herein.

1 183. This claim is brought by Plaintiff on behalf of himself and other employees
2 similarly situated and the general public, pursuant to Business and Professions Code §17200, et
3 seq., which prohibits unlawful and unfair business practices. The conduct of Defendants as
4 alleged herein has been deleterious to Plaintiff and to the general public. Plaintiff seeks to
5 enforce important rights affecting the public interest within the meaning of California Code of
6 Civil Procedure §1021 and other laws.

7 184. Plaintiff and other current and former employees similarly situated are "persons"
8 within the meaning of California Business & Professions Code §17204, and therefore have
9 standing to bring this suit for injunctive relief and restitution.

10 185. Through the conduct alleged herein, Defendants, and each of them have acted
11 contrary to law and public policies and have engaged in unlawful and unfair business practices in
12 violation of Business and Professions Code, by depriving Plaintiff and all persons similarly
13 situated, of rights, benefits and privileges guaranteed to all employees under the law. As a result,
14 Defendants have been unjustly enriched.

15 186. As the proximate result of the aforementioned acts, Defendants have received
16 funds that rightfully belong to Plaintiff and other workers similarly situated, and the general
17 public.

18 187. Plaintiff and all other interested persons are entitled to and do seek such relief as
19 may be necessary to restore to them the money and property which Defendants have acquired, or
20 of which they have been deprived by means of the Defendants' unfair and fraudulent business
21 practices. Plaintiff seeks disgorgement of profits resulting from such practices and restitution,
22 according to proof.

23 188. Pursuant to Code of Civil Procedure § 1021.5 and any other applicable section or
24 law, Plaintiff requests reasonable attorneys' fees and costs.

25 **WHEREFORE, Plaintiff seeks judgment against Defendants, and each of them, for:**

26 a. All actual, compensatory consequential and incidental financial losses,
27
28

1 including but not limited to loss of earnings, according to proof, together with prejudgment
2 interest pursuant to Civil Code Section 3287 and/or 3288;

3 b. General damages in a sum in excess of the jurisdictional minimum of the Superior
4 Court;

5 c. Special damages according to proof;

6 d. Double damages according to proof for violation of Cal. Labor Code § 970 et seq;

7 e. Plaintiff is also entitled to injunctive relief and an order requiring Defendants
8 to disgorge the ill-gotten gains obtained by engaging in the above-mentioned unlawful business
9 practices and to provide restitution to all persons who have suffered damages or injury as a result
10 of these unlawful business practices during the applicable limitations period;

11 f. Punitive damages in a sum in excess of the jurisdictional minimum of the
12 Superior Court;

13 g. All applicable penalties;

14 h. Attorneys' fees and costs of suit incurred; and

15 i. Such other relief that the Court deems just and proper.

16 Respectfully submitted:

17 DATED: September 5, 2014

18 THE MIRANDA-MORALES LAW FIRM

19 By: 

20 RITA M. MORALES, ESQ.

21 ATTORNEYS FOR PLAINTIFF JERRY J. MEANS

22 **JURY TRIAL DEMANDED**

23 Plaintiff, JERRY J. MEANS, hereby demands a trial by jury.

24 Dated: September 5, 2014

25 THE MIRANDA MORALES LAW FIRM

26 By: 

27 RITA M. MORALES, ESQ.

28 ATTORNEYS FOR PLAINTIFF JERRY J. MEANS

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Bar number, and address): RITA MORALES, ESQ (SBN 127777) MIRANDA MORALES LAW FIRM 1500 Rosecrans Avenue, Ste. 500 Manhattan Beach, CA. 90266 TELEPHONE NO.: 310.451.6222 FAX NO.: ATTORNEY FOR (Name): PLAINTIFF JERRY J. MEANS		FOR COURT USE ONLY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 NORTH HILL ST. MAILING ADDRESS: CITY AND ZIP CODE: LOS ANGELES, CA. 90012 BRANCH NAME: CENTRAL DISTRICT-UNLIMITED		CASE NUMBER: EC 5 57 305 JUDGE: DEPT:	
CASE NAME:			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded) exceeds \$25,000 </td> <td style="width: 50%; padding: 5px;"> <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) </td> </tr> </table>			CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded) exceeds \$25,000
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded) exceeds \$25,000	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) </td> <td style="width: 50%;"></td> </tr> </table>		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> 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 <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input checked="" type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input checked="" type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 19
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: 9/5/2014

RITA MORALES

(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

SHORT TITLE:

MEANS V. KAISER FOUNDATION HOSPITALS, INC. ET AL

CASE NUMBER

BC 557 305

**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 7-10 ☐ 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)

- Class actions must be filed in the Stanley Mosk Courthouse, central district.
- May be filed in central (other county, or no bodily injury/property damage).
- Location where cause of action arose.
- Location where bodily injury, death or damage occurred.
- Location where performance required or defendant resides.
- Location of property or permanently garaged vehicle.
- Location where petitioner resides.
- Location wherein defendant/respondent functions wholly.
- Location where one or more of the parties reside.
- 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	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 <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

SHORT TITLE:

MEANS V. KAISER FOUNDATION HOSPITALS, INC. ET AL

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"/> A6329 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input checked="" type="checkbox"/> A6005 Civil Rights/Discrimination	1. <u>2</u> <u>3</u>
Defamation (13)	<input checked="" type="checkbox"/> A6010 Defamation (slander/libel)	1. <u>2</u> <u>3</u>
Fraud (16)	<input checked="" type="checkbox"/> A6013 Fraud (no contract)	1. <u>2</u> <u>3</u>
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6350 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6225 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1. <u>2</u> <u>3</u>
Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1. <u>2</u> <u>3</u> 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach - Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input checked="" type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1. <u>2</u> <u>3</u> <u>5</u> 1. <u>2</u> <u>3</u> <u>5</u> 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: MEANS V. KAISER FOUNDATION HOSPITALS, INC. ET AL	CASE NUMBER:
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Judicial Review

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6106 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input checked="" type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE:

MEANS V. KAISER FOUNDATION HOSPITALS, INC. ET AL


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. <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input checked="" type="checkbox"/> 8. <input checked="" type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: 393 E. Walnut Street
CITY: PASADENA	STATE: CA	ZIP CODE: 91188	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the LOS ANGELES courthouse in the CENTRAL DISTRICT 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: 9/5/2014


 (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.