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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

STEPHANIE CZIFRA, an individual,

Plaintiff,

v.

KAISER FOUNDATION HEALTH PLAN,
INC., a California corporation; MICHELE
BLOOMQUIST, an individual; and DOES 1
through 50, inclusive,

Defendants.

Case No.:

COMPLAINT FOR DAMAGES

1. Disability Discrimination in Violation of Government Code Section 12940(A);
2. Failure to Accommodate;
3. Failure to Engage in the Interactive Process;
4. Harassment based on Disability;
5. Failure to Prevent Harassment/Discrimination in Violation of Government Code Section 12940(K);
6. Retaliation in Violation of Government Code Section 12940(H);
7. Wrongful Termination in Violation of Public Policy;
8. Intentional Infliction of Emotional Distress;
9. Failure to Pay All Wages Owed;
10. Failure to Provide Meal Periods;
11. Failure to Provide Rest Periods;
12. Failure to provide Accurate Itemized Wage Statements;
13. Failure to pay All Wages Due Upon Termination of Employment; and
14. Unfair Business Practices in Violation of Business & Professions Code Section 17200.

DEMAND FOR JURY TRIAL

1 Plaintiff STEPHANIE CZIFRA, ("Plaintiff" or "Ms. Czifra"), hereby respectfully alleges,
2 avers and complains as follows:

3 INTRODUCTION

4 1. Plaintiff brings this cause of action against her former employer, Defendant
5 KAISER FOUNDATION HEALTH PLAN, INC. ("Kaiser" or "KAISER"), and its agent
6 Defendant MICHELE BLOOMQUIST, an individual ("Bloomquist"), for damages arising out of
7 the employer's violation of the Labor Code. Specifically, Plaintiff sues for (1) disability
8 discrimination in violation of Government Code section 12940(A); (2) failure to accommodate;
9 (3) failure to engage in the interactive process; (4) harassment based on disability; (5) failure to
10 prevent harassment/discrimination in violation of Government Code section 12940(K); (6)
11 retaliation in violation of Government Code section 12940(H); (7) wrongful termination in
12 violation of public policy; (8) intentional infliction of emotional distress; (9) failure to pay all
13 wages owed; (10) failure to provide meal periods; (11) failure to provide rest periods; (12) failure
14 to provide accurate itemized wage statements; (13) failure to pay all wages due upon termination
15 of employment; and (14) unfair business practices in violation of Business & Professions Code
16 section 17200.

17 PARTIES

18 A. Plaintiff

19 2. Plaintiff is, and at all times herein mentioned, was a resident of the County of Los
20 Angeles in the State of California.

21 B. Defendants

22 3. Plaintiff is informed and believes, and based thereon alleges that Defendant Kaiser
23 is a California corporation, and was the employer of the Plaintiff during the relevant employment
24 period. On information and belief, Defendant Kaiser's principal place of business is located at
25 One Kaiser Plaza, Oakland, California, 94612, with satellite offices at 12200 Bellflower Blvd.,
26 Downey, California 90242, and based thereon alleges, that Defendant Kaiser is conducting
27 business in good standing in California.

28 4. Plaintiff is informed and believes, and based thereon alleges, that Defendant

1 Bloomquist is an individual, and was Defendant Kaiser's construction manager who made the
2 decision to terminate Plaintiff during the relevant employment period. On information and belief,
3 and based thereon, Plaintiff alleges that Defendant Bloomquist resides in the County of Los
4 Angeles and is a citizen of the State of California.

5 5. Plaintiff is not aware of the true names and/or capacities of those entities or
6 individuals sued herein as DOES 1 through 50, inclusive, and therefore sues these Defendants by
7 their fictitious names. Plaintiff is informed and believes, and based thereon alleges, that the
8 fictitiously named Defendants were the agents, servants and employees of each of the named
9 Defendants and, in doing the acts and things alleged, were at all times acting within the course
10 and scope of that agency, servitude, and employment and with the permission, consent, and
11 approval, or subsequent ratification, of each of the named Defendants. Reference to "Defendants"
12 includes the named Defendants and the DOE Defendants. Plaintiff will seek leave of this court to
13 amend this complaint to insert their true names and/or capacities when the same are ascertained.

14 6. Plaintiff is informed and believes, and based thereon alleges, that at all material
15 times, each of the Defendants were the agent and/or employee of each of the remaining
16 Defendants, and each of them were at all material times acting within the purpose and scope of
17 such agency and employment.

18 7. Plaintiff is informed and believes, and based thereon alleges, that at all material
19 times, one (1) or more of each named and/or unnamed Defendants were in some fashion, by
20 contract or otherwise, the predecessors, affiliates, alter egos, assigns, joint venturers, co-venturers
21 or partners of one (1) or more of the remaining named and /or unnamed Defendants, and as
22 hereinafter alleged, were acting within that capacity.

23 8. Plaintiff is further informed, and believes, and on that basis alleges that one (1) or
24 more of the remaining named and/or unnamed Defendants are the successors of one (1) or more
25 of the remaining named and/or unnamed Defendants. Such successors are liable for the
26 occurrences, damages, and injuries alleged herein to the same extent its predecessors are liable
27 for the alleged occurrences, damages and injuries.

28 9. Plaintiff alleges that Defendants acted as the employers and/or joint employers of

1 Plaintiff, and that they shared control of Plaintiff as an employee, either directly or indirectly.
2 This control included, but was not limited to, the authority to hire and fire, assign work tasks,
3 engage in day-to day supervision of employees, and control over employee records.

4 10. Plaintiff alleges that Defendants were the alter-egos of one (1) or more of the
5 remaining named and/or unnamed Defendants, and as hereinafter alleged, was acting for their
6 own benefit and/or the benefit of one or more of the remaining named and/or unnamed
7 Defendants. Plaintiff alleges that Defendants were acting on behalf of each other in the
8 establishment of, ratification of, and/or execution of the illegal practices and policies as set forth
9 in this pleading. Plaintiff is further informed and believes, and thereon alleges that all times
10 relevant hereto Defendants had decision-making responsibility for, and establishment and
11 execution of, illegal practices and policies for each other and are, therefore, liable on the causes
12 of action herein.

13 11. Plaintiff is further informed and believes, and on that basis alleges, that Defendants
14 failed to adhere to corporate and legal formalities. Plaintiff is informed and believes, and based
15 thereon alleges, that at all material times, one (1) or more of each unnamed Defendants was in
16 some fashion, by statute, law or otherwise, the agent, agency, branch, department or the like of
17 one (1) or more of the remaining named and/or unnamed Defendants for the acts alleged herein
18 and was acting within that capacity.

19 12. Plaintiff is further informed, and believes, and on that basis alleges, that there
20 exists a unity of interest and ownership between Defendants that the individuality and
21 separateness of those Defendants have ceased to exist. The business affairs of Defendants are,
22 and at all times relevant hereto were, so mixed and intermingled that the same cannot reasonably
23 be segregated, and the same are in inextricable confusion. Defendants were used as mere shells
24 and conduits for the conduct of certain other Defendants' affairs. The recognition of the separate
25 existence of Defendants would not promote justice, in that it would permit Defendants to insulate
26 themselves from liability to Plaintiff. Accordingly, Defendants constitute the alter egos of each
27 other, and the fiction of their separate existence must be disregarded at law and in equity, because
28 such disregard is necessary to avoid fraud and injustice to Plaintiff herein. Unless otherwise

1 specified herein, each DOE defendant was the agent and employee of each Defendant, and in
2 doing the things hereinafter mentioned, were at all times acting within the course and scope of
3 that agency and employment.

4 **JURISDICTION AND VENUE**

5 13. Jurisdiction is proper in this court by virtue of the California statutes, decisional
6 law, and regulations, and the local rules under the Los Angeles County Superior Court Rules
7 including, but not limited to, the rules governing the proper court in which to file an action for an
8 unlimited civil action.

9 14. Venue in this Court is proper in that the causes of action herein alleged took place
10 at Defendants' business address located in the County of Los Angeles, State of California.

11 **ADMINISTRATIVE PREREQUISITE**

12 15. At all times relevant, Kaiser regularly employed five (5) or more persons, bringing
13 Defendant within the provisions of Government Code, Section 12900, et seq., prohibiting
14 employers or their agents from discriminating against or harassing its employees, or from
15 allowing and fostering an environment where fellow employees could harass or discriminate
16 against other employees with impunity.

17 16. Plaintiff has exhausted her administrative remedies by timely filing a complaint
18 of discrimination and harassment concerning the claims alleged herein with the California
19 Department of Fair Employment and Housing ("DFEH"). The DFEH issued its Right-To-Sue
20 Notice on October 15, 2018, authorizing this lawsuit and Plaintiff timely filed this action within
21 the prescribed period subsequent to issuance of the Right-To-Sue Notice letter. Plaintiff has,
22 therefore, exhausted her administrative remedies and timely filed this action within the prescribed
23 period subject to issuance of the Right-To-Sue Notice letter. Attached hereto as "Exhibit A" is a
24 true and correct copy of the Right-To-Sue Notice letter, dated October 15, 2018.

25 **GENERAL ALLEGATIONS**

26 17. Ms. Czifra worked for Defendants from on or about September 24, 2001 until May
27 8, 2018, as a construction liaison clerk. Ms. Czifra's job duties included, but were not limited to,
28 supporting the administrative activities of the Construction Services Service Area team, including

1 data entry, processing of invoices, taking minutes of meetings, preparing miscellaneous
2 correspondence, maintaining project files, handling payroll, and ordering supplies. At the time of
3 her termination, Ms. Czifra's hourly rate was \$27.00.

4 18. In 2011, Ms. Czifra began to have issues with her new manager, Defendant
5 Michele Bloomquist. The issues began when Ms. Czifra placed an online order for business cards
6 for several employees. Subsequently, Defendant Bloomquist got into trouble with her immediate
7 supervisor for allowing Ms. Czifra to order the business cards online at work.

8 19. In retaliation, Ms. Czifra was moved to a different work location, then was moved
9 to the basement, and finally was relocated to a different location which was two miles away.

10 20. In addition, Ms. Czifra began to be written up for coming to work early and for
11 coming to work late after approved medical appointments. Ms. Czifra was the only employee
12 required to email Defendant Bloomquist whenever Ms. Czifra went to the restroom during the
13 day. Ms. Czifra was also the only employee required to clock-in and out when she took a rest
14 period. Defendant Bloomquist would reprimand Ms. Czifra through email making sure to include
15 other employees in the emails to intentionally embarrass and harass Ms. Czifra.

16 21. During her employment, Ms. Czifra was an exemplary employee and had not had
17 any performance issues.

18 22. Defendants would also attempt to discipline Ms. Czifra in disregard of Defendant
19 Kaiser's policies. For example, Defendants attempted to give Ms. Czifra Level 4 discipline write-
20 ups, and Ms. Czifra was forced to involve her union to ensure that her write-ups began at Level
21 1.

22 23. Ms. Czifra suffered several disabilities during her employment, requiring her to
23 seek medical attention and treatment. However, Defendants prohibited Ms. Czifra from using her
24 sick time for medical appointments and she was written up for doing so.

25 24. Eventually, Ms. Czifra was ordered by her physician to go on medical leave from
26 March 17, 2017 through March 27, 2017, and from May 5, 2017 through February 20, 2018.

27 25. In further retaliation for her disabilities and medical leaves, Defendants began to
28 intentionally deny Ms. Czifra's vacation requests, and instructed other employees to refrain from

1 communicating with Ms. Czifra at work. Defendants also proceeded to give Ms. Czifra extra work
2 and duties, and intentionally changed work deadlines, knowing that she was having difficulty
3 because of her disabilities.

4 26. All of the retaliation, discrimination, and harassment ultimately resulted in Ms.
5 Czifra suffering a panic attack at work. Ms. Czifra had to go to the emergency room to seek
6 treatment for her anxiety.

7 27. In addition, Ms. Czifra suffered from several Labor Code violations. For instance,
8 Defendant Kaiser would intentionally remove all overtime from some of Ms. Czifra's pay stubs,
9 even though she had worked and earned overtime wages during that pay period.

10 28. On average, Ms. Czifra worked approximately five (5) to ten (10) minutes of
11 overtime each work day. However, this overtime is not reflected in all of Ms. Czifra's pay stubs.
12 For example, the pay periods from October 3, 2016 through October 29, 2016, November 13,
13 2016 through November 19, 2016, and November 27, 2016 through December 23, 2016, all
14 reflect adjustments were made to Ms. Czifra's overtime hours and rate.

15 29. During her employment, Ms. Czifra was regularly denied her meal and rest
16 periods, or was forced to take her meal and rest periods late. Ms. Czifra did not receive all of her
17 meal and rest period premiums for missed, late, or interrupted meal and rest periods.

18 30. Ultimately, Defendants terminated Ms. Czifra's employment on May 8, 2018,
19 under the pretext that Ms. Czifra had problems with her job attendance. However, the real reason
20 she was terminated is because she was taking too much time off work because of her disabilities.

21 **FIRST CAUSE OF ACTION**

22 **Disability Discrimination Under the FEHA - Government Code Section 12940(a)**

23 **(Plaintiff against Defendant KAISER and DOES 1-50, Inclusive)**

24 31. Plaintiff realleges and incorporates by reference, paragraphs 1 through 29 as if
25 fully alleged herein.

26 32. At all times herein mentioned, Government Code, Section 12940(a) was in full
27 force and effect. This statute, known as the California Fair Employment and Housing Act
28 ("FEHA"), makes it unlawful for an employer in the State of California to harass, discriminate

1 against, or discharge an employee based on his physical disability or medical condition.

2 33. At all times herein mentioned, Defendant Kaiser was an employer covered under
3 FEHA because it employed at least five (5) employees during the relevant period of time.

4 34. In or around 2012 to 2013, Plaintiff was diagnosed with fibromyalgia, which
5 limited her ability to work. In or around October 2016, Plaintiff injured her knee while on the job,
6 further impacting her ability to work. In or around February 2017, Plaintiff was diagnosed with
7 carpal tunnel in her wrists, resulting from the typing she performed as part of her job duties.
8 Plaintiff's disabilities greatly limited her daily activities and impacted the way she walked.

9 35. Plaintiff's disabilities required her to seek medical attention and treatment. As
10 such, Plaintiff requested time off work for her medical visits. However, Defendant Kaiser would
11 deny these requests for time off, and began to write Plaintiff up for using her own sick time.

12 36. Subsequently, Plaintiff was given work restrictions, including, but not limited to,
13 limiting the amount of time Plaintiff spent standing and walking to 25% of her shift; limiting the
14 amount of bending at the waist to 25% of her shift; no twisting of the torso or spine; no climbing
15 ladders, using scaffolds; and no lifting, carrying, pushing, or pulling more than 10 pounds.

16 37. Defendant Kaiser intentionally refused to accommodate Plaintiff's work
17 restrictions. At all times relevant, Plaintiff was qualified to perform the essential duties of her
18 position, with a reasonable accommodation for her condition

19 38. Eventually, Plaintiff's disabilities resulted in her being placed on medical leaves
20 by her physician, including March 17, 2017 through March 27, 2017, and May 5, 2017 through
21 February 20, 2018.

22 39. Plaintiff's disability was a motivating reason for Plaintiff's termination on May 8,
23 2018.

24 40. As a direct result of this disability discrimination under the FEHA, Plaintiff has
25 sustained, and will continue to sustain for a period of time, compensatory damages, including, but
26 not limited to, a loss of income and lost future earning capacity, all to her damage in an amount
27 according to proof.

28 41. As a further direct result of this discrimination under the FEHA, Plaintiff has

1 sustained, and will continue to sustain for a period of time, severe physical, emotional, and mental
2 distress, and pain and suffering, all to her damage in an amount according to proof.

3 42. The acts and conduct of Defendant Kaiser, constituted “malice,” “oppression”
4 and/or “fraud” (as those terms are defined in California Civil Code Section 3294(c)), in that it
5 was intended by Defendant Kaiser to cause injury to Plaintiff or was despicable conduct which
6 was carried on by Defendant Kaiser with a willful and conscious disregard of the rights of
7 Plaintiff.

8 43. The acts of Defendant Kaiser, were done fraudulently, maliciously, and
9 oppressively, and with the advance knowledge, conscious disregard, authorization, or ratification
10 within the meaning of Civil Code Section 3294 on the part of the Defendant Kaiser’s officers,
11 directors, or managing agents of the corporation. The actions and conduct of Defendant Kaiser
12 was intended to cause injury to Plaintiff and constituted deceit and concealment of material facts
13 known to Defendants, and each of them, with the intention of the Defendant’s part to deprive
14 Plaintiff of property and legal rights, justifying an award of exemplary and punitive damages in
15 an amount according to proof.

16 44. Plaintiff is further entitled to attorneys’ fees pursuant to Government Code,
17 Section 12965(b).

18 **SECOND CAUSE OF ACTION**

19 **Failure to Accommodate under Gov. Code Section 12940 (m)**

20 **(Plaintiff against Defendant FGL and DOES 1-50, Inclusive)**

21 45. Plaintiff realleges and incorporates by reference, paragraphs 1 through 43 as if
22 fully alleged herein.

23 46. Under FEHA, it is unlawful for an employer to “fail to make reasonable
24 accommodation for the known or perceived physical disability.” (Gov. Code, § 12940 (m); See
25 *A.M. v. Albertsons, LLC* (2009) 178 Cal.App.4th 455, 458) (a single failure to accommodate –
26 being relieved of her duty to use the restroom for her disability is actionable under Govt. Code §
27 12940 (m)). Even if the employee’s medical condition does not constitute a qualified disability,
28 an employer must reasonably accommodate an employee whom it regarded as disabled. (*Gelfo v.*

1 *Lockheed Martin Corp.* (2006) 140 Cal.App.4th 34, 60–62.)

2 47. As early as 2012, Defendant Kaiser knew that Plaintiff suffered from disabilities.
3 Defendant Kaiser was further made aware of the status of Plaintiff's disabilities in October 2016
4 and February 2017, as Plaintiff had opened several workers' compensation cases and submitted
5 updated work status reports, which included updated diagnosis and work restrictions. Defendant
6 Kaiser was aware that upon returning to work, Plaintiff requested her work restrictions be
7 accommodated. Furthermore, Defendant Kaiser was aware that with a reasonable
8 accommodation, Plaintiff could perform the essential functions of her job. However, instead of
9 taking all steps to prevent unlawful discrimination, Defendant Kaiser, by and through its agents
10 and/or management, wrongfully terminated Plaintiff's employment on May 8, 2018.

11 48. As a direct result of this failure to accommodate, Plaintiff has sustained, and will
12 continue to sustain for a period of time, compensatory damages, including a loss of income and
13 lost future earning capacity, all to her damage in amount according to proof. Moreover, Plaintiff
14 has sustained, and will continue to sustain for a period of time, physical, emotional, and mental
15 distress, pain and suffering, all to her damage in an amount according to proof.

16 49. Plaintiff has sustained general and special damages within the jurisdictional limits
17 of this Court.

18 50. The acts and conduct of Defendants, and each of them, including, but not limited
19 to, Defendant Bloomquist, constituted "malice," "oppression," and/or "fraud" (as those terms are
20 defined in California Civil Code, Section 3294(c)), in that it was intended by Defendants, and
21 each of them, to cause injury to Plaintiff, or was despicable conduct which was carried on by
22 Defendants, and each of them, with a willful and conscious disregard of the rights of Plaintiff.

23 51. The acts of Defendants, and each of them, including, but not limited to, Defendant
24 Bloomquist, were done fraudulently, maliciously, and oppressively, and with the advance
25 knowledge, conscious disregard, authorization, or ratification within the meaning of Civil Code
26 Section 3294 on the part of the Defendants' officers, directors, or managing agents of the
27 corporation. The actions and conduct of Defendants, and each of them, were intended to cause
28 injury to Plaintiff and constituted deceit and concealment of material facts known to Defendants,

1 and each of them, with the intention of the Defendants' part to deprive Plaintiff of property and
2 legal rights, justifying an award of exemplary and punitive damages in an amount according to
3 proof.

4 52. Plaintiff is further entitled to attorneys' fees pursuant to Government Code
5 Section 12965(b).

6 **THIRD CAUSE OF ACTION**

7 **Failure to Engage in the Interactive Process in Violation of Gov. Code Section 12940(n)** 8 **(Plaintiff against Defendant KAISER and DOES 1-50, Inclusive)**

9 53. Plaintiff realleges and incorporates by reference, paragraphs 1 through 51 as if
10 fully alleged herein

11 54. FEHA requires an employer to engage in a timely, good faith, interactive process
12 with the employee to determine effective reasonable accommodations, if any, in response to a
13 request for a reasonable accommodation by an employee with a known physical disability or
14 medical condition. (Gov. Code § 12940 (n)). The interactive process "centers on the employee-
15 employer relationship so that capable employees can remain employed and so that their medical
16 problems can be accommodated." (*Prillman v. United Air Lines, Inc.* (1997) 53 Cal.App.4th 935,
17 950.)

18 55. From 2012 through Plaintiff's termination, Plaintiff suffered from disabilities for
19 which she sought medical treatment. Defendant Kaiser knew and/or was aware of Plaintiff's
20 disabilities. Plaintiff suffered from fibromyalgia, a knee injury, and carpal tunnel in her wrists,
21 which resulted in Plaintiff requiring work restrictions. Plaintiff notified Defendant Kaiser of her
22 physician's orders for "light" or restricted work duty as a reasonable accommodation. But
23 Defendant Kaiser failed or refused to engage in any timely or good faith interactive process with
24 Plaintiff and instead of accommodating Plaintiff, on May 8, 2018, Defendant Kaiser wrongfully
25 terminated Plaintiff's employment.

26 56. As a direct result of this failure to engage in the interactive process, Plaintiff has
27 sustained, and will continue to sustain for a period of time, compensatory damages, including a
28 loss of income and lost future earning capacity, all to her damage in amount according to proof.

Moreover, Plaintiff has sustained, and will continue to sustain for a period of time, physical, emotional, and mental distress, pain and suffering, all to her damage in an amount according to proof.

57. Plaintiff has sustained general and special damages within the jurisdictional limits of this Court.

58. The acts of Defendant Kaiser were done fraudulently, maliciously, and oppressively and with the advance knowledge, conscious disregard, authorization, or ratification within the meaning of Civil Code of Procedure Section 3294 on the part of the Defendants' officers, directors, or managing agents of the corporation. The actions and conduct of Defendant Kaiser was intended to cause injury to Plaintiff and constituted deceit and concealment of material facts known to Defendants with the intention of the Defendants' part to deprive Plaintiff of property and legal rights, justifying an award of exemplary and punitive damages in an amount according to proof.

59. Plaintiff is further entitled to attorney's fees pursuant to Government Code, Section 12965(b).

FOURTH CAUSE OF ACTION

Harassment on Basis of Disability in Violation of FEHA

(Plaintiff against Defendants KAISER, BLOOMQUIST, and DOES 1-50, Inclusive)

60. Plaintiff realleges and incorporates by reference, paragraphs 1 through 58 as if fully alleged herein.

61. The herein alleged facts establish that Plaintiff was an employee of Defendants. Plaintiff was subjected to unwanted harassing conduct because of, among other things, her actual and/or perceived disabilities. Additionally, Plaintiff observed and/or was aware of harassing conduct that took place in her work environment. For example, Defendant Bloomquist would instruct other employees not to speak or communicate with Plaintiff, thus preventing Plaintiff from being able to do her job. After being made aware of Plaintiff's disabilities, Defendants moved her to another work location, then moved her to the basement, and finally relocated her to a facility which was two miles away.

1 62. The harassing conduct was severe and pervasive. A reasonable person under the
2 same circumstances, would have considered the work environment to be hostile and abusive.
3 Plaintiff considered the work environment to be hostile and abusive. Defendant Bloomquist
4 participated in, assisted, and/or encouraged the harassing conduct. Additionally, Defendant
5 Kaiser's supervisors knew or should have known of the conduct, and failed to take immediate and
6 appropriate corrective action. Plaintiff was harmed. The harassing conduct herein complained of
7 was a substantial factor in causing said harm.

8 63. As a direct result of this harassment, Plaintiff has sustained, and will continue to
9 sustain for a period of time, compensatory damages including a loss of income and lost future
10 earning capacity, all to her damage in amount according to proof. Moreover, Plaintiff has
11 sustained, and will continue to sustain for a period of time, physical, emotional, and mental
12 distress, and pain and suffering, all to her damage in an amount according to proof.

13 64. Plaintiff has sustained general and special damages within the jurisdictional limits
14 of this Court.

15 65. The acts of Defendants were done fraudulently, maliciously, and oppressively, and
16 with the advance knowledge, conscious disregard, authorization, or ratification within the
17 meaning of Code of Civil Procedure Section 3294 on the part of Defendant Kaiser's officers,
18 directors, or managing agents of the corporation. The actions and conduct of Defendants, was
19 intended to cause injury to Plaintiff and constituted deceit and concealment of material facts
20 known to Defendants with the intention on the Defendants' part to deprive Plaintiff of property
21 and legal rights, justifying an award of exemplary and punitive damages in an amount according
22 to proof.

23 66. Plaintiff is further entitled to attorney's fees pursuant to Government Code Section
24 12965(b).

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1 **FIFTH CAUSE OF ACTION**

2 **Failure to Prevent Harassment/ Discrimination Pursuant to Gov. Code Section 12940(k)**
3 **(Plaintiff against Defendant KAISER and DOES 1-50, Inclusive)**

4 67. Plaintiff realleges and incorporates by reference, paragraphs 1 through 65 as if
5 fully alleged herein.

6 68. At all times herein mentioned, Government Code Section 12940(k) was in full
7 force and effect. This statute, in pertinent part, made it an unlawful employment practice in the
8 State of California for an employer to fail to take all reasonable steps necessary to prevent
9 discrimination and harassment from occurring in the workplace.

10 69. At all times herein mentioned, Plaintiff alleges that Defendant Kaiser failed to take
11 all reasonable steps to prevent retaliation based on Plaintiff's protected status of reporting her
12 disability to management. Defendant Kaiser had policies and procedures in place regarding
13 discrimination, harassment, and retaliation based on an employee's membership in a protected
14 class. These policies and procedures, in pertinent part, prohibit harassment, discrimination, and
15 retaliation based on disability. Defendant Kaiser knew in 2012 that Plaintiff suffered from
16 disabilities. Defendant KAISER also knew in October 2016 and February 2017, that Plaintiff had
17 requested accommodations upon her return to work, pursuant to work restrictions provided by her
18 physician. Furthermore, Defendant Kaiser was aware that with a reasonable accommodation,
19 Plaintiff could perform the essential functions of her job. Instead of taking all steps to prevent
20 unlawful discrimination, Defendant KAISER, by and through its agent and/or management,
21 Defendant Bloomquist, terminated Plaintiff's employment on May 8, 2018.

22 70. Plaintiff is informed and believes, and thereon alleges, that the aforesaid conduct
23 violated Defendant Kaiser's duty under the law as well as Defendant Kaiser's own business
24 policies to prevent harassment, discrimination, and retaliation in the workplace.

25 71. Defendant Kaiser's failure to prevent disability discrimination and maintain an
26 environment free from discrimination was a substantial factor in causing damage and injury to
27 Plaintiff as alleged herein.

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1 72. As a direct and proximate result of this failure to prevent discrimination,
2 harassment, and retaliation in the workplace under the FEHA described herein, Plaintiff has
3 sustained, and will continue to sustain for a period of time, compensatory damages, including, but
4 not limited to, a loss of income and lost future earning capacity, all to her damage in amount
5 according to proof.

6 73. As a further direct result of this failure to prevent discrimination, harassment, and
7 retaliation in the workplace under FEHA, Plaintiff has sustained, and will continue to sustain for
8 a period of time, physical, emotional, and mental distress, and pain and suffering, all to her
9 damage in an amount according to proof.

10 74. The acts of Defendants were done fraudulently, maliciously, and oppressively and
11 with the advance knowledge, conscious disregard, authorization, or ratification within the
12 meaning of Code of Civil Procedure 3294 on the part of the Defendant Kaiser's officers, directors,
13 or managing agents of the corporation. The actions and conduct of Defendant Kaiser was intended
14 to cause injury to Plaintiff and constituted deceit and concealment of material facts known to
15 Defendants with the intention of the Defendants' part to deprive Plaintiff of property and legal
16 rights, justifying an award of exemplary and punitive damages in an amount according to proof.

17 75. Plaintiff is further entitled to attorneys' fees pursuant to Government Code Section
18 12965(b).

19 **SIXTH CAUSE OF ACTION**

20 **Retaliation - Violation of Gov. Code Section 12940(h)**

21 **(Plaintiff against Defendant KAISER and DOES 1-50, Inclusive)**

22 76. Plaintiff realleges and incorporates by reference, paragraphs 1 through 74 as if
23 fully alleged herein.

24 77. At all times herein mentioned, Government Code Section 12940(h) was in full
25 force and effect. This statute makes it unlawful for an employer doing business in the State of
26 California to retaliate against an employee who had a known or perceived physical disability.

27 78. By the facts alleged hereinabove, Plaintiff engaged in protected activity including,
28 but not limited to, informing Defendant Kaiser of her disabilities in 2012, October 2016, and

February 2017, and requesting an accommodation for said disabilities.

79. Defendant Kaiser unlawfully retaliated against Plaintiff by terminating Plaintiff's employment on May 8, 2018, based on her disability and request for an accommodation.

80. As a direct result of this unlawful retaliation, Plaintiff has sustained, and will continue to sustain for a period of time, compensatory damages, including, but not limited to, loss of income and loss of future earning capacity, all to her damage in an amount according to proof.

81. As a further direct result of this unlawful retaliation, Plaintiff has sustained, and will continue to sustain for a period of time, severe physical, emotional, and mental distress, pain and suffering, all to her general damage in an amount according to proof.

82. The acts and conduct of Defendant Kaiser constituted "malice," "oppression," and/or "fraud" (as those terms are defined in Code of Civil Procedure 3294(c)), in that it was intended by Defendant Kaiser to cause injury to Plaintiff or was despicable conduct which was carried on by Defendants with a willful and conscious disregard of the rights of Plaintiff.

83. The acts of Defendant Kaiser were done fraudulently, maliciously, and oppressively and with the advance knowledge, conscious disregard, authorization, or ratification within the meaning of Code of Civil Procedure 3294 on the part of the Defendants' officers, directors, or managing agents of the corporation. The actions and conduct of Defendants was intended to cause injury to Plaintiff and constituted deceit and concealment of material facts known to Defendants with the intention of the Defendants' part to deprive Plaintiff of property and legal rights, justifying an award of exemplary and punitive damages in an amount according to proof.

84. Plaintiff is further entitled to attorney's fees pursuant to Government Code Section 12965(b).

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1 **SEVENTH CAUSE OF ACTION**

2 **Wrongful Termination in Violation of Public Policy**

3 **(Plaintiff against Defendant KAISER DOES 1-50, Inclusive)**

4 85. Plaintiff realleges and incorporates by reference, paragraphs 1 through 83 as if
5 fully alleged herein.

6 86. At all times mentioned, the public policy of the State of California, as codified
7 expressed and mandated in Government Code Section 12940 prohibits employers from
8 discriminating and retaliating against any individual on the basis of disability. The public policy
9 of the State of California is designed to protect all employees and to promote the welfare and
10 well-being of the community at large by prohibiting disability discrimination.

11 87. Defendant Kaiser knew, as early as 2012, that Plaintiff suffered from a disability.
12 Defendant Kaiser knew Plaintiff went out on medical leave from on or about March 17, 2017
13 through March 27, 2017 and from May 5, 2017 through February 20, 2018. Plaintiff requested
14 accommodations upon her return to work. Furthermore, Defendant Kaiser was aware that with a
15 reasonable accommodation, Plaintiff could perform the essential functions of her job. Moreover,
16 instead of taking all steps to prevent unlawful discrimination, Defendant Kaiser, by and through
17 its agent and/or management, wrongfully terminated Plaintiff's employment on May 8, 2018.

18 88. Defendant Kaiser's discharge of Plaintiff on May 8, 2018 violated the
19 aforementioned fundamental principles of public policy in that there is a substantial and
20 fundamental policy in the right to employment free of disability-based discrimination,
21 harassment, and retaliation as delineated in the FEHA.

22 89. As a direct result of this wrongful termination in violation of public policy under
23 the FEHA, Plaintiff has sustained, and will continue to sustain for a period of time, compensatory
24 damages, including, but not limited to, a loss of income and lost future earning capacity, all to her
25 damage in amount according to proof.

26 90. As a further direct result of this wrongful termination in violation of public policy
27 under the FEHA, Plaintiff has sustained and continues to sustain, non-economic damages and
28 emotional distress, including, but not limited to, loss of sleep, anxiety, tension, depression, and

1 special damages within the jurisdictional limits of this Court.

2 91. Plaintiff has sustained general and special damages within the jurisdictional limits
3 of this Court.

4 92. The acts of Defendant Kaiser were done fraudulently, maliciously, and
5 oppressively and with the advance knowledge, conscious disregard, authorization, or ratification
6 within the meaning of Code of Civil Procedure Section 3294 on the part of the Defendant Kaiser's
7 officers, directors, or managing agents of the corporation. The actions and conduct of Defendant
8 Kaiser was intended to cause injury to Plaintiff and constituted deceit and concealment of material
9 facts known to Defendant Kaiser with the intention of Defendant Kaiser's part to deprive Plaintiff
10 of property and legal rights, justifying an award of exemplary and punitive damages in an amount
11 according to proof.

12 **EIGHTH CAUSE OF ACTION**

13 **Intentional Infliction of Emotional Distress**

14 **(Plaintiff against Defendants KAISER and BLOOMQUIST and DOES 1-50,**
15 **Inclusive)**

16 93. Plaintiff realleges and incorporates by reference, paragraphs 1 through 91 as if
17 fully alleged herein.

18 94. The conduct of Defendants, by and through their agents and employees, as
19 described herein above, was intentional, malicious, despicable, extreme and outrageous, without
20 substantial justification, unprivileged, and was of the type and variety known to create severe
21 emotional and mental distress. Defendants knew of Plaintiff's disabilities and request for
22 accommodations. Defendants knew that Plaintiff's requests were not accommodated and that
23 Plaintiff was subjected to a hostile work environment. Despite said knowledge, Defendants
24 terminated her employment in retaliation for her work-related injuries.

25 95. As a result of Defendants' extreme and outrageous conduct described herein,
26 Plaintiff sustained severe emotional distress. Plaintiff felt totally blind-sided, humiliated, and
27 embarrassed by her employers' actions, and her self-esteem and reputation suffered. As a further
28 direct and proximate result of Defendants' wrongdoing, Plaintiff has sustained and will continue

1 to sustain for a period of time, physical, emotional, and mental distress, and pain and suffering,
2 all to her general damage in an amount according to proof.

3 96. As a direct result of this intentional infliction of severe emotional distress, Plaintiff
4 has sustained, and will continue to sustain for a period of time, compensatory damages in an
5 amount according to proof.

6 97. Defendants, ratified and approved the actions of its agents and employees, among
7 other things, not taking Plaintiff's disability accommodation requests seriously, and unlawfully
8 retaliating against her for said injuries by terminating her employment. These acts and conduct,
9 which were extreme, outrageous, intentional, malicious, and oppressive were designed to, and
10 did, injure Plaintiff in her health, strength and activity. Therefore, Plaintiff is entitled to an award
11 of punitive damages from Defendants in an amount according to proof.

12 98. The acts and conduct of Defendants, and each of them, constituted "malice,"
13 "oppression," and/or "fraud" (as those terms are defined in Code of Civil Procedure Section
14 3294(c)), in that it was intended by Defendants, and each of them, to cause injury to Plaintiff or
15 was despicable conduct which was carried on by Defendants, and each of them, with a willful and
16 conscious disregard of the rights of Plaintiff.

17 99. The acts of Defendants, and each of them, were done fraudulently, maliciously,
18 and oppressively and with the advance knowledge, conscious disregard, authorization, or
19 ratification within the meaning of Code of Civil Procedure Section 3294 on the part of the
20 Defendants' officers, directors, or managing agents of the corporation. The actions and conduct
21 of Defendants, and each of them, was intended to cause injury to Plaintiff and constituted deceit
22 and concealment of material facts known to Defendants, and each of them, with the intention of
23 the Defendants' part to deprive Plaintiff of property and legal rights, justifying an award of
24 exemplary and punitive damages in an amount according to proof.

25 100. Plaintiff is further entitled to attorney's fees pursuant to Government Code Section
26 12965(b).

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1 **NINTH CAUSE OF ACTION**

2 **Failure to Pay Wages Including Overtime**

3 **(Plaintiff against Defendant KAISER and DOES 1-50, Inclusive)**

4 101. Plaintiff realleges and incorporates by reference, paragraphs 1 through 99 as if
5 fully alleged herein.

6 102. Plaintiff worked for Defendant Kaiser and was not paid for all hours worked.
7 Defendant Kaiser failed to pay Plaintiff for all hours worked, in part, because Defendant Kaiser
8 unlawfully deducted wages from Plaintiff's paychecks, and because Defendant Kaiser failed to
9 pay lawful overtime rates when Plaintiff worked in excess of eight (8) and/or twelve (12) hours
10 per day and/or forty (40) hours per week. In fact, Defendant Kaiser would remove all overtime
11 from Plaintiff's pay, each time she worked overtime hours.

12 103. Plaintiff regularly worked over eight (8) hours per day and forty (40) hours per
13 week. Defendant failed to pay Plaintiff overtime premiums for hours worked in excess of eight
14 (8) hours per day and forty (40) hours per week for work performed for Defendant. Defendant
15 failed to schedule Plaintiff in such a manner that allowed Plaintiff to be relieved of her shifts
16 immediately, thereby causing Plaintiff to work in excess of eight (8) hours per day and/or forty
17 (40) hours per week. As such, Plaintiff seeks overtime in an amount according to proof.

18 104. Pursuant to Labor Code Section 1194, Plaintiff seeks the payment of all regular
19 time compensation and overtime compensation which she earned and accrued throughout her
20 employment, according to proof.

21 105. Defendant has willfully violated the Labor Code by failing to pay Plaintiff all
22 wages. Plaintiff was denied wages as a result of Defendant failing to make lawful meal and/or
23 rest periods available to Plaintiff and failing to compensate Plaintiff for all regular and overtime
24 hours worked. Further, Defendant has regularly violated the Labor Code with respect to meeting
25 the requirements of paying wages earned, including regular time and overtime when calculating
26 Plaintiff's regular rate of pay, as herein before alleged. Defendant has intentionally excluded
27 remuneration that must be included in Plaintiff's regular rate of pay in order to avoid payment of
28 wages and other benefits in violation of the Labor Code and the applicable IWC Wage Order(s).

1 Thereby, Defendant is able to reduce its overhead and operating expenses and gain an unfair
2 advantage over competitors who comply with state law.

3 106. Additionally, Plaintiff is entitled to attorneys' fees and costs pursuant to Labor
4 Code Sections 218.5, 226, 1194, and prejudgment interest.

5 **TENTH CAUSE OF ACTION**

6 **Failure to Provide Meal Periods or Compensation in Lieu Thereof**
7 **(Plaintiff against Defendant KAISER and DOES 1-50, Inclusive)**

8 107. Plaintiff realleges and incorporates by reference, paragraphs 1 through 105 as if
9 fully alleged herein.

10 108. Labor Code Sections 226.7 and 512 provide that no employer shall employ any
11 person for a work period of more than six (6) hours without providing a meal period of not less
12 than thirty (30) minutes within the fifth (5th) hour of work, or employ any person for a work period
13 of more than ten (10) hours without a second (2nd) meal period of not less than thirty (30) minutes.

14 109. Labor Code Section 226.7 provides that if an employer fails to provide an
15 employee a meal period in accordance with this section, the employer shall pay the employee one
16 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
17 period is not provided in accordance with this section.

18 110. Defendant Kaiser failed to schedule Plaintiff in a manner as to reasonably ensure
19 that Plaintiff could take such meal periods within the statutory timeframe. As a result, Plaintiff
20 was often forced to forego her meal periods, work during her meal periods and/or take meal
21 periods after the fifth (5th) hour of her shifts. In so doing, Defendant Kaiser has intentionally and
22 improperly denied meal periods to Plaintiff in violation of Labor Code Sections 226.7 and 512,
23 and other regulations and statutes.

24 111. At all times relevant hereto, Plaintiff has worked more than five (5) hours in a
25 workday.

26 112. At varying times relevant hereto, Plaintiff has worked more than ten (10) hours in
27 a workday.

28 113. At all times relevant hereto, Defendant Kaiser failed to schedule Plaintiff in a

1 manner so as to reasonably provide work free meal periods in accordance with Labor Code
2 Sections 226.7 and 512.

3 114. By virtue of Defendant Kaiser's failure to schedule Plaintiff in such a way as to
4 provide a timely and/or work free meal period to Plaintiff, Plaintiff has suffered, and will continue
5 to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional
6 limits of this Court and which will be ascertained according to proof at trial.

7 115. Plaintiff requests recovery of meal period compensation pursuant to Labor Code
8 Section 226.7 for the four (4) years prior to filing this complaint, as well as the assessment of any
9 statutory penalties against Defendant Kaiser in a sum as provided by the Labor Code and/or other
10 statutes.

11 **ELEVENTH CAUSE OF ACTION**

12 **Failure to Provide Rest Periods or Compensation in Lieu Thereof**

13 **(Plaintiff against Defendant KAISER and DOES 1-50, Inclusive)**

14 116. Plaintiff realleges and incorporates by reference, paragraphs 1 through 114 as if
15 fully alleged herein.

16 117. The IWC Wage Orders and Labor Code Section 226.7 provide that employers
17 must authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest
18 time per four (4) work hours or major fraction thereof.

19 118. Labor Code Section 226.7, subdivision (b) provides that if an employer fails to
20 provide an employee rest periods in accordance with this section, the employer shall pay the
21 employee one (1) hour of pay at the employees' regular rate of compensation for each workday
22 that the rest period is not provided.

23 119. Defendant Kaiser failed and/or refused to implement a relief system by which
24 Plaintiff could receive lawful rest breaks. Plaintiff did not receive her rest break(s) on most, if not
25 all, days worked. By and through its actions, Defendant Kaiser intentionally and improperly
26 denied rest periods to Plaintiff in violation of Labor Code Sections 226.7 and 512.

27 120. At all times relevant hereto, Plaintiff has worked more than four (4) hours in a
28 workday.

1 121. By virtue of Defendant Kaiser's unlawful failure to provide rest periods to
2 Plaintiff, Plaintiff has suffered, and will continue to suffer, damages in amounts which are
3 presently unknown, but which exceed the jurisdictional limits of this Court and which will be
4 ascertained according to proof at trial.

5 122. Plaintiff requests recovery of rest period compensation pursuant to Labor Code
6 Section 226.7 for the four (4) years prior to filing this complaint, as well as the assessment of any
7 statutory penalties against Defendant Kaiser in a sum as provided by the Labor Code and/or any
8 other statute.

9 **TWELFTH CAUSE OF ACTION**

10 **Failure to Provide Accurate Itemized Wage Statements**

11 **(Plaintiff against Defendant KAISER and DOES 1-50, Inclusive)**

12 123. Plaintiff realleges and incorporates by reference, paragraphs 1 through 121 as if
13 fully alleged herein.

14 124. Labor Code Section 1174, subdivision (d) requires an employer to keep at a central
15 location in California, or at the plant or establishment at which the employee is employed, payroll
16 records showing the hours worked daily by, and the wages paid to, each employee.

17 125. Labor Code Section 226, subdivision (a) requires an employer to provide
18 employees—either as a detachable part of the check, draft, or voucher paying the employee's
19 wages, or separately when wages are paid by personal check or cash—an accurate itemized wage
20 statement in writing showing "(1) gross wages earned, (2) total hours worked by the employee . .
21 . . , (4) all deductions . . . , (5) net wages, (6) the inclusive dates of the period for which the
22 employee is paid, (7) the name of the employee and only the last four digits of his or her social
23 security number or an employee identification number other than a social security number, (8)
24 the name and address of the legal entity that is the employer . . . , and (9) all applicable hourly
25 rates in effect during the pay period and corresponding number of hours worked at each hourly
26 rate by the employee"

27 126. Moreover, the IWC Wage Orders require that every employer shall keep accurate
28 information with respect to each employee, including time records showing when each employee

1 begins and ends each work period, the total daily hours worked by each employee and the total
2 hours worked in each payroll period, and applicable rates of pay.

3 127. Plaintiff is informed and believes that Defendant Kaiser willfully and intentionally
4 failed to make and/or keep records which accurately reflect the hours worked by Plaintiff.
5 Specifically, Plaintiff believes that Defendant Kaiser's records do not accurately reflect when
6 Plaintiff worked during her meal and rest periods and/or took untimely meal periods.
7 Furthermore, Defendant Kaiser's records do not reflect all hours worked.

8 128. Labor Code Section 226, subdivision (e) provides that if an employer knowingly
9 and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned,
10 the total hours worked by the employee and the applicable hourly overtime rates, causing the
11 employee injury, then the employee is entitled to recover the greater of all actual damages or fifty
12 dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for each subsequent
13 violation, up to four thousand dollars (\$4,000.00). Plaintiff is informed and believes that
14 Defendant Kaiser willfully failed to make or keep accurate records for Plaintiff.

15 129. Plaintiff is informed and believes that Defendant Kaiser's failure to keep accurate
16 payroll records, as described above, violated Labor Code Section 1174, subdivision (d) and
17 Section 226, subdivision (a), and the applicable IWC Wage Order(s). Pursuant to Labor Code
18 Section 2699, subdivision (f)(2), Plaintiff is entitled to penalties of \$100.00 for the initial
19 violation, and \$200.00 for each subsequent violation for every pay period during which these
20 records and information were not kept by Defendant Kaiser.

21 130. Plaintiff is informed and believes that Defendant Kaiser's failure to keep and
22 maintain accurate records and information, as described above, was willful, and Plaintiff is
23 entitled to statutory penalties pursuant to Labor Code Section 1174.5.

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1 **THIRTEENTH CAUSE OF ACTION**

2 **Failure to Pay Wages Due upon Termination**

3 **(Plaintiff against Defendant KAISER and DOES 1-50, Inclusive)**

4 131. Plaintiff realleges and incorporates by reference, paragraphs 1 through 129 as if
5 fully alleged herein.

6 132. Plaintiff was entitled to be promptly paid for all hours worked, including lawful
7 regular time compensation, overtime compensation, double-overtime compensation, and other
8 premiums, as required by Labor Code Sections 201, 202, and 203.

9 133. Plaintiff was not compensated for her unlawful and/or missed meal periods and
10 rest periods, and were not paid proper regular time compensation or overtime compensation in
11 accordance with the law because Defendant Kaiser refused to properly and promptly compensate
12 Plaintiff for all wages earned.

13 134. To date, Plaintiff has not been compensated for all hours worked.

14 135. Plaintiff seeks the payment of penalties pursuant to Labor Code Section 203,
15 according to proof.

16 **FOURTEENTH CAUSE OF ACTION**

17 **Unfair Business Practices**

18 **(Plaintiff against Defendant KAISER and DOES 1-50, Inclusive)**

19 136. Plaintiff realleges and incorporates by reference, paragraphs 1 through 134 as if
20 fully alleged herein.

21 137. Business and Professions Code Section 17200 et seq., (also referred to herein as
22 the "Unfair Competition Law") prohibits unfair competition in the form of any unlawful, unfair
23 or fraudulent business act or practice.

24 138. Business and Professions Code Section 17204 allows "any person who has
25 suffered injury in fact and has lost money or property as a result of such unfair competition" to
26 prosecute a civil action for violation of the Unfair Competition Law.

27 139. Labor Code Section 90.5, subdivision (a) states it is the public policy of California
28 to vigorously enforce minimum labor standards in order to ensure employees are not required to

1 work under substandard and unlawful conditions, and to protect employers who comply with the
2 law from those who attempt to gain competitive advantage at the expense of their workers by
3 failing to comply with minimum labor standards.

4 140. Beginning at an exact date unknown to Plaintiff, but at least since the date four
5 years prior to the filing of this suit, Defendant Kaiser has committed acts of unfair competition as
6 defined by the Unfair Competition Law, by engaging in the unlawful, unfair, and fraudulent
7 business practices and acts described in this complaint including but not limited to violations of
8 Labor Code Sections 201, 203, 204, 226, 226.7, 512, 1174, 1194, and 1194.2, as well as other
9 statutes.

10 141. The violations of these laws and regulations, in addition to the fundamental
11 California public policies protecting workers, serve as unlawful predicate acts and practices for
12 purposes of Business and Professions Code Section 17200 et seq.

13 142. The acts and practices described above constitute unfair, unlawful, and fraudulent
14 business practices, and unfair competition, within the meaning of Business and Professions Code
15 Section 17200 et seq. Among other things, the acts and practices have forced Plaintiff to labor for
16 many consecutive hours without receiving the meal and rest periods and overtime compensation
17 to which she was entitled by law, while enabling Defendant Kaiser to gain an unfair competitive
18 advantage over law-abiding employers and competitors.

19 143. As a result of Defendant Kaiser's acts, Plaintiff has suffered injury in fact by being
20 denied her meal and rest periods and full compensation for hours worked. Furthermore, as a
21 direct and proximate result of the aforementioned acts and practices, Plaintiff has lost money and
22 property in the form of lost wages in an amount to be proven at trial.

23 144. Business and Professions Code Section 17203 provides that a court may make
24 such orders or judgments as may be necessary to prevent the use or employment by any person
25 of any practice which constitutes unfair competition. Injunctive relief is necessary and appropriate
26 to prevent Defendant Kaiser from repeating its unlawful, unfair, and fraudulent business acts and
27 business practices alleged above.

28 ///

1 145. Business and Professions Code Section 17203 provides that the Court may restore
2 to any person in interest any money or property that may have been acquired by means of such
3 unfair competition. Plaintiff is entitled to restitution pursuant to Business and Professions Code
4 Section 17203 for wages and payments unlawfully withheld from Plaintiff, including the fair
5 value of the meal and rest periods taken away from her during the four-year period prior to the
6 filing of this complaint.

7 146. Business and Professions Code Section 17202 provides, "Notwithstanding section
8 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty,
9 forfeiture, or penal law in a case of unfair competition." Plaintiff is entitled to enforce all
10 applicable penalty provisions of the Labor Code pursuant to Business and Professions Code
11 Section 17202.

12 147. Plaintiff's success in this action will enforce important rights affecting the public
13 interest and, in that regard, Plaintiff sues on behalf of the general public as well as herself. Plaintiff
14 seeks and is entitled to restitution, civil penalties, declaratory and injunctive relief, and all other
15 equitable remedies owing to her.

16 148. Plaintiff herein takes it upon herself to enforce these laws and lawful claims. There
17 is a financial burden involved in pursuing this action. The action is seeking to vindicate a public
18 right, and it would be against the interests of justice to penalize Plaintiff forcing her to pay
19 attorneys' fees from the recovery in this action. Attorneys' fees are appropriate pursuant to Code
20 of Civil Procedure Section 1021.5 and otherwise.

21 **PRAYER FOR RELIEF**

22 **WHEREFORE**, Plaintiff prays for the following relief:

- 23 1. For compensatory damages in an amount according to proof;
24 2. For general damages in an amount according to proof;
25 3. For restitution of all monies due to Plaintiff, and disgorged profits from Defendant
26 Kaiser's unlawful business practices;
27 4. For waiting time penalties pursuant to Labor Code Section 203, on behalf of the
28 terminated or resigned employees;

5. For penalties pursuant to Labor Code Sections 226, 226(e), 226.7, 512 and 1194;
6. For attorney's fees and expenses under the FEHA and pursuant to the Labor Code;
7. For injunctive relief for the Unfair Business Practices in Violation of Business and Professions Code Section 17200;
8. For punitive damages in an amount according to proof;
9. For costs of the suit herein incurred; and
10. For such other and further relief as this Court may deem proper and just.

Dated: January 31, 2019

MAHONEY LAW GROUP, APC

By: 

Kevin Mahoney, Esq.

Atoy H. Wilson, Esq.

Attorneys for Plaintiff STEPHANIE
CZIFRA

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands trial by jury on all issues so triable in the Complaint.

3 Dated: January 31, 2019

4 **MAHONEY LAW GROUP, APC**

5
6 By: 

7 Kevin Mahoney, Esq.
8 Atoy H. Wilson, Esq.
9 Attorneys for Plaintiff STEPHANIE
10 CZIFRA
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Courthouse News Service

EXHIBIT A



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | email: contact.center@dfeh.ca.gov

DIRECTOR KEVIN KISH

October 15, 2018

Atoy Wilson
249 E. Ocean Blvd.
Long Beach, California 90802

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 201810-03896415
Right to Sue: Czifra / Kaiser Foundation Health Plan, Inc. et al.

Dear Atoy Wilson:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | email: contact.center@dfeh.ca.gov

DIRECTOR KEVIN KISH

October 15, 2018

RE: Notice of Filing of Discrimination Complaint

DFEH Matter Number: 201810-03896415

Right to Sue: Czifra / Kaiser Foundation Health Plan, Inc. et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. This case is not being investigated by DFEH and is being closed immediately. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to DFEH is requested or required.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | email: contact.center@dfeh.ca.gov

DIRECTOR KEVIN KISH

October 15, 2018

Stephanie Czifra
16141 Eucalyptus Ave. 16
Bellflower, California 90706

RE: Notice of Case Closure and Right to Sue

DFEH Matter Number: 201810-03896415

Right to Sue: Czifra / Kaiser Foundation Health Plan, Inc. et al.

Dear Stephanie Czifra,

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective October 15, 2018 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

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

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

Sincerely,

Department of Fair Employment and Housing

1 **COMPLAINT OF EMPLOYMENT DISCRIMINATION**
2 **BEFORE THE STATE OF CALIFORNIA**
3 **DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING**
4 **Under the California Fair Employment and Housing Act**
 (Gov. Code, § 12900 et seq.)

5 **In the Matter of the Complaint of**

6 Stephanie Czifra

DFEH No. 201810-03896415

7 Complainant,

8 vs.

9 Kaiser Foundation Health Plan, Inc.
10 One Kaiser Plaza
11 Oakland, California 94612

12 Michele Blomquist
13 12200 Bellflower Blvd.
14 Downey, California 90242

15 Respondents

16 1. Respondent **Kaiser Foundation Health Plan, Inc.** is an **employer** subject to suit
17 under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900
18 et seq.).

19 2. Complainant **Stephanie Czifra**, resides in the City of **Bellflower** State of
20 **California**.

21 3. Complainant alleges that on or about **July 27, 2018**, respondent took the following
22 adverse actions:

23 **Complainant was harassed** because of complainant's disability (physical or
24 mental).

25 **Complainant was discriminated against** because of complainant's disability
26 (physical or mental) and as a result of the discrimination was terminated, denied a
27 work environment free of discrimination and/or retaliation, denied reasonable
28 accommodation for a disability.

Complainant experienced retaliation because complainant reported or resisted
 any form of discrimination or harassment, requested or used a disability-related

1 accommodation and as a result was terminated, denied a work environment free of
2 discrimination and/or retaliation, denied reasonable accommodation for a disability.

3 **Additional Complaint Details:** During her employment and continuing, Claimant
4 was subjected to the following: discrimination and harassment based on physical
5 disability; discrimination, harassment, and retaliation based on Claimant's physical
6 disability due to Claimant's anxiety and emotional distress disorder and
7 Fibromyalgia; failure to accommodate; failure to engage in the interactive process;
8 failure to prevent discrimination and harassment; retaliation for Claimant's opposition
9 to discrimination and harassment; and for Claimant's wrongful termination in
10 violation of FEHA.

11 Claimant has suffered damages resulting from the discrimination, harassment, and
12 retaliation.
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1 VERIFICATION

2 I, **Atoy Wilson**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true.

5 On October 15, 2018, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Long Beach, CA**