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VANESSA MARIE BLANCO

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

VANESSA MARIE BLANCO

CASE No.:

19STCV31410

COMPLAINT FOR:

Plaintiff,

vs.

KAISER FOUNDATION HEALTH PLAN, INC.,
a corporation, and Does 1 through 10, Inclusive

Defendants.

- (1) DISABILITY DISCRIMINATION -
- FAILURE TO ACCOMMODATE
- (2) DISABILITY DISCRIMINATION -
- WRONGFUL TERMINATION
- (3) RETALIATION IN VIOLATION OF
- FEHA;
- (4) DISABILITY DISCRIMINATION -
- FAILURE TO ENGAGE IN THE
- INTERACTIVE PROCESS;
- (5) RETALIATION IN VIOLATION OF
- PDLL AND FEHA
- (6) RETALIATION IN VIOLATION OF
- CFRA;
- (7) VIOLATION OF CFRA;
- (8) WRONGFUL TERMINATION IN
- VIOLATION OF PUBLIC POLICY;
- (9) FAILURE TO PREVENT AND/OR
- REMEDY DISCRIMINATION
- AND/OR RETALIATION;
- (10) INTENTIONAL INFLICTION OF
- EMOTIONAL DISTRESS

1 Plaintiff complains and alleges as follows:

- 2 1. Plaintiff, VANESSA MARIE BLANCO, was an employee of KAISER FOUNDATION
3 HEALTH PLAN, INC. She was employed with Defendant in the County of Los Angeles.
- 4 2. Plaintiff is informed and believes and thereon alleges that Defendant, KAISER FOUNDATION
5 HEALTH PLAN, INC. (KAISER) is a corporation organized and existing under the laws of
6 California with its principal place of business located at 393 East Walnut Street, Pasadena, CA
7 91188.
- 8 4. The true names and capacities of the defendants named herein as Does 1 through 10, inclusive,
9 whether individual, corporate, associate or otherwise, are unknown to plaintiff who therefore
10 sues such defendants by fictitious names pursuant to California Code Civil Procedure section
11 474. Plaintiff is informed and believes that all of the Doe defendants are California residents.
12 Plaintiff will amend this Complaint to show such true names and capacities when they have been
13 determined.
- 14 5. Plaintiff is informed and believes, and thereby alleges that each of the defendants herein was at
15 all times relevant hereto the agent, employee or representative of the remaining defendants and
16 was acting at least in part, within the course and scope of such relationship in doing the things
17 herein alleged.
- 18 6. Plaintiff is informed and believes, and thereby alleges that each of the Defendants was acting in
19 a single or joint employer, agency, employer, and/or alter ego capacity such that they are liable
20 for the acts of their agents and/or employees.

21 BACKGROUND FACTS COMMON TO ALL CAUSES OF ACTION

- 22 3. Vanessa Blanco began working for Kaiser on or about January 24, 2000.
- 23 4. During her tenure with the Company, Ms. Blanco was promoted multiple times, starting in
24 Hospital Administration at the Fontana Medical Center but rising all the way to the level of
25 Director of National Environmentally Preferable Purchasing ("EPP") Program as of 2012. In this
26 position, she worked remotely from home because it was a national role.
- 27 5. In this job her job responsibilities included: (I) setting overall strategic direction for and
28 developing execution strategies for the EPP program; (ii) performance management and

1 reporting (including utilization reviews, industry award applications, and environmental
2 attestations for federal and state requirements); (iii) developing EPP program infrastructure
3 plans; (iv) stakeholder engagement; (v) industry engagement and collaboration; (vi) internal
4 program communications; (vii) external communications/media program content liaison; (viii)
5 programmatic education and training; (ix) national sourcing support (including EPP responses
6 to Requests for Proposals (RFPs) and scoring), supplier engagement, customer experience,
7 reward and recognition; and (x) serving as a liaison to the Company's environmental grant
8 project and co-chair of the National Safer Chemicals Subcommittee.

9 6. In 2012, Ms. Blanco received a rating of "Successful Performance" from her supervisor David
10 Hearn. He expressed his belief that, "Vanessa did a fantastic job this year of stretching herself
11 in the developmental role I created for her. She successfully handled many complex situations
12 from staff on leave to tense executive level discussions, to major strategy shifts, all with
13 creativity, calm, and focus on delivery. She is now and will be a huge asset to KP."

14 7. In 2013, her manager, Clifford Skivington, gave Ms. Blanco an Overall Rating of "Successful
15 Performance." He commented, "I consider Vanessa as highly successful given the fact she
16 inherited the environmentally preferred purchasing program, and was placed under a microscope
17 by those within the organization who were favorably aligned with her predecessor. Vanessa set
18 about winning over those who viewed her with suspicion after taking on the program and will
19 continue to take the program to new heights."

20 8. From 2014-2015, Ms. Blanco's supervisor, Kenneth Mudge gave her Overall Ratings of
21 "Successful Performance."

22 9. In 2016, Ms. Blanco received an Overall Rating of "Successful Performance" from her
23 supervisor, Kenneth Mudge. He stated, "Vanessa had a successful year in 2016. She managed
24 a complex workload, in the midst of helping to create and deploy a series of industry leading
25 goals to improve environmental performance."

26 10. In 2016, at the age of 42, Ms. Blanco took a pregnancy leave. On October 25, 2016, she gave
27 birth to her daughter. The pregnancy took its toll on Ms. Blanco, and she tore muscles in her
28 back and neck. An MRI revealed 3 disc bulges and degenerative arthritis.

- 1 11. Notwithstanding her injuries, Ms. Blanco dutifully returned to work in January 2017. At this
2 time, she encountered a new manager, Beverly Norman-Cooper, who decided to gradually take
3 away her work from home job.
- 4 12. On January 10, 2017, Ms. Norman-Cooper said Ms. Blanco had to travel to Southern California
5 headquarters in Pasadena (where Ms. Norman Cooper was not located) to help Ms. Blanco "get
6 in the thick of things."
- 7 13. A week later, Ms. Norman-Cooper increased the obligation of commuting to work to 2-3 per
8 week.
- 9 14. This requirement to travel to work was completely unnecessary to perform the essential functions
10 of the job. Moreover, Ms. Blanco was injured, and had a new baby who had been diagnosed with
11 hydronephrosis, a serious health condition.
- 12 15. In an email in January 2017, Ms. Norman-Cooper identified in writing the reasons she felt that
13 Ms. Blanco needed to be in the office a few days a week, including to (i) allow "face-time" with
14 stakeholders, (ii) ensure "the team" was "on the ground" to address things that come up "in the
15 moment," and (iii) ensure equity among team members (others of whom were apparently also
16 required to work in an office).
- 17 16. However, these stated reasons for needing Ms. Blanco to work in-office were not supported by
18 the realities of the job. With regard to wanting face-time with stakeholders, Ms. Blanco rarely
19 if ever would be able to have face-time with stakeholders at the office – meetings would have
20 to be scheduled with any stakeholders of importance, Ms. Blanco would spend many of her
21 in-office days on web-ex's and conference calls, and Ms. Blanco would regularly not be in the
22 office on the in-office days due to other work responsibilities. Further, Ms. Blanco needed to
23 interact with stakeholders across the country, not at one specific location – her job was national.
24 With regard to Ms. Norman-Cooper's stated reason of wanting "the team...on the ground,"
25 anything that came up "in the moment" did not require her to be in an office - she was more than
26 capable of handling any immediate tasks from her home office. Importantly, Ms. Norman
27 Cooper did not need Ms. Blanco in an office for purposes of supervision since Ms.
28 Norman-Cooper herself was not in the offices where Ms. Blanco was being asked to visit.

1 Finally, with regard to ensuring "equity among team members", Ms. Blanco was the only
2 Director in the department and the only one in her position, so ensuring equity between her and
3 other employees who had lower seniority and different responsibilities simply did not make
4 sense.

5 17. Nonetheless, Ms. Blanco was a team player, and therefore she responded professionally and
6 reasonably to Ms. Norman-Cooper's new work expectation, while simultaneously asking Ms.
7 Norman-Cooper for some flexibility with respect thereto. After some back-and-forth between
8 Ms. Norman-Cooper and Ms. Blanco, the two agreed in writing on or around January 20, 2017
9 that Ms. Blanco would work 1 day in Pasadena and 1 day at a facility closer to Ms. Blanco's
10 residence in Rancho Cucamonga.

11 18. A few weeks later, however, on or around February 14, 2017, Ms. Norman-Cooper again
12 changed her expectation, stating that she needed Ms. Blanco in-office 4 days a week, with at least
13 2 days in Pasadena, and the other 2 days permitted to be at a facility near Ms. Blanco's residence.
14 In order to comply with Ms. Norman-Cooper's changing expectations, over the next few months,
15 Ms. Blanco worked to find a location close to her home to work 2 days per week, and she also
16 regularly would go to Pasadena when she could for the other 2 in-office days. She encountered
17 difficulty however finding a facility near her home that could work. She also would during
18 certain weeks be unable to make it to Pasadena, due to other work-related obligations such as
19 back-to-back meetings, doctors' appointments for her sick baby (as Ms. Blanco's baby was
20 diagnosed with two additional medical conditions requiring treatment – plagiocephaly and
21 torticollis), or use of accrued paid time off (PTO).

22 19. As referenced above, over the course of 2017, Ms. Blanco developed and/or aggravated serious
23 health conditions / disabilities that limited her ability to engage in major life activities. These
24 health conditions included, without limitation, cervical, lumbar and spinal spondylosis. As a
25 result of these conditions, Ms. Blanco needed to attend doctor's appointments and physical
26 therapy appointments, starting around the late Spring, early Summer of 2017. Because of the
27 need to attend these appointments, Ms. Blanco required accommodation and flexibility regarding
28 the days and times she needed to be in-office in Pasadena. In brief, there were days where she

1 could not travel to Pasadena because she needed to attend doctor's appointments in or around
2 Fontana and traffic and other constraints would prevent her from both attending those
3 appointments and traveling to the Pasadena office (an estimated 90 mile round trip between
4 doctor appointments and Pasadena).

5 20. Throughout the summer of 2017, Ms. Blanco was careful to keep Ms. Norman-Cooper apprised
6 of her health conditions and need for reasonable accommodations due to her disability and due
7 to her daughter's serious health conditions.

8 21. On or around September 26, 2017, in response to a request from Teresa Duggan, a Company
9 human resources representative, Ms. Blanco submitted a formal doctor's note stating her medical
10 restrictions: that she work a desk job and avoid prolonged driving or airplane travel.

11 22. Kaiser requested further detail and clarification regarding these restrictions, so Ms. Blanco had
12 her doctor submit a revised note on October 2, 2017. The note prescribed (i) physical therapy
13 once each week; (ii) to avoid prolonged driving or limit driving to work a desk job to 1-2 days
14 per week (with a work desk job from home 3-4 days per week); and (iii) no airplane travel.

15 23. On or around September 29, 2017, after Ms. Blanco had submitted the first of the foregoing
16 doctor's notes, in a 1-on-1 phone call meeting between Ms. Blanco and Ms. Norman-Cooper, Ms.
17 Norman-Cooper told Ms. Blanco that her preference was for Ms. Blanco to be in "optimal
18 health" to do her job and encouraged Ms. Blanco to go on a leave for "one month or six weeks
19 totally off" so Ms. Blanco "could be 100%" healthy upon return.

20 24. Despite this direction to take time off so she could be fully healed before returned to work, Ms.
21 Blanco continued to work in accordance with her restrictions. Between September 26, 2017 and
22 December 12, 2017, Ms. Blanco worked 1-2 days per week in the Pasadena office and the other
23 days from home, consistent with her doctor's orders that limited the amount of extended drive
24 times. These orders were extended until December 17, 2017.

25 25. During this time, in another 1-on-1 phone call meeting between Ms. Blanco and Ms.
26 Norman-Cooper, Ms. Norman-Cooper again stated to Ms. Blanco that she wanted her to be
27 "optimally healthy." To be clear, these comments were not reflecting Ms. Norman-Cooper's
28 concern for Ms. Blanco's well-being – they were clear expressions of Ms. Norman-Cooper's

- 1 displeasure with the need to provide reasonable disability accommodations to Ms. Blanco, and
2 her hope that Ms. Blanco could be "100%" so that the Company could stop accommodating her.
- 3 26. On or around December 12, 2017, Ms. Blanco's doctor removed her work restrictions, effective
4 as of December 17, 2017. While her doctor noted that she still had to attend physical therapy
5 appointments and should not immediately transition to full commute or travel work schedule,
6 she removed her clear restrictions on travel. Upon learning of the removal of the restriction, Ms.
7 Norman-Cooper immediately contacted Ms. Blanco and informed her that she now needed to be
8 in office in Pasadena 4 days per week. This was of course different from the previous
9 arrangement (prior to her medical accommodations) which was for Ms. Blanco to be in Pasadena
10 2 days per week and a closer location 2 days per week.
- 11 27. Surprised with this requirement changing again, Ms. Blanco questioned the new expectation and
12 asked for further consideration on the issue. This resulted in another 1-on-1 phone call meeting
13 between Ms. Blanco and Ms. Norman-Cooper on or around December 15, 2017. During the
14 meeting, Ms. Norman-Cooper raised her voice with Ms. Blanco, stating that she was "tired of
15 talking about schedules to ad nauseam" and demanded to know when Ms. Blanco's appointments
16 would cease.
- 17 28. After further discussions, Ms. Blanco and Ms. Norman-Cooper agreed that beginning on January
18 9, 2018, Ms. Blanco would work 3 days in Pasadena, and 1 day at a facility near Ms. Blanco's
19 home, but that they would agree on a more specific 2018 plan thereafter.
- 20 29. On January 12, 2018, Ms. Norman-Cooper and Ms. Blanco agreed on a more specific 2018 plan:
21 Ms. Blanco would work 2 days in Pasadena and 2 days at a facility near Ms. Blanco's home (e.g.,
22 Fontana Medical Center). Thereafter, Ms. Blanco began to work in accordance with this plan.
23 Specifically, she generally worked 2 days per week in office in Pasadena, and 2 days per week
24 at the Fontana Medical Center. As Ms. Blanco had regularly done, she continued to be diligent
25 in keeping Ms. Norman-Cooper informed of any exceptions and obtained Ms. Norman-Cooper's
26 approval/acknowledgment in writing.
- 27 30. On or around February 20, 2018, Ms. Blanco's specialist reinstated her previous work
28 restrictions, with an addition of limitations on extensive sitting or standing. Upon receiving the

1 doctor's note, Ms. Blanco promptly submitted the note to Kaiser. Between February 20, 2018
2 and March 14, 2018, Ms. Blanco alternated between working from home and at the nearby
3 Fontana Medical Center. During this period, she heard nothing from the Company regarding her
4 restrictions or accommodations, Kaiser clearly could have accommodated her once again.

5 31. Yet, in Ms. Blanco's 2017 Performance Review, presented in 2018, Ms. Norman-Cooper
6 expressed her frustration at having to accommodate Ms. Blanco. She noted that Ms. Blanco
7 presented "persistent challenges." She listed the accommodation as an example, stating that Ms.
8 Blanco's handling of the situation lacked "emotional intelligence." She stated, "I had to change
9 Vanessa's work arrangement. For several years, she had been allowed to work almost
10 exclusively from home. I advised her that she needed to be onsite at least 3 days a week because
11 the new strategy required cultivating senior leader/stakeholders in Pasadena."

12 32. Ms. Norman-Cooper further explained her angst toward's Ms. Blanco's accommodation stating,
13 "We landed on a compromise that also accommodated other challenges. But as recently as
14 December 2017, Vanessa stated that she was hired as the EPP Director with 'no office schedule'
15 and that she 'accepted the job knowing it was full time remote with travel as needed for key
16 meetings and speaking arrangements.' The back-and-forth (also known as the interactive
17 process) has been time-consuming, counterproductive, and fails to meet my expectations of a
18 Director level leader who should understand the need to adapt to changed organizational needs."
19 Ms. Norman-Cooper closed with "heavy lifting is required for 2018."

20 33. On March 14, 2018, Kaiser withdrew the accommodations that were given to Ms. Blanco. She
21 was involuntarily forced on a medical leave. Kaiser has a one-year medical leave allowance for
22 their employees. They knew by placing her on leave, and refusing to accommodate her, that she
23 would ultimately be fired under the ruse of an expiration of her medical leave. The problem is
24 that she could work with accommodation.

25 34. During the intervening year, Kaiser continued to refuse to allow Ms. Blanco to return to work.
26 No discussion was had with her to explore accommodations other than putting her on a forced
27 medical leave, nor was there a legitimate explanation of why Kaiser could not accommodate her
28 at that time.

35. Transparently, on March 4, 2019, Ms. Blanco was terminated while she was still on leave, on the basis that she had exceeded the Company's general 12-month leave maximum.

First Cause of Action

Disability Discrimination - Failure to Make Reasonable Accommodation

in Violation of FEHA (Govt. Code, § 12940(n))

(Against all Defendants)

36. Plaintiff repeats and realleges by reference each and every allegation contained in the preceding paragraphs and incorporates the same herein as though fully set forth.

37. At all times herein relevant, there was an employer/employee, agency, or other qualified relationship between plaintiff and the defendants.

38. It is illegal to discriminate against an individual based upon her disabilities pursuant to California Government Code section 12940 et seq.

39. Plaintiff is/was an individual with disabilities

40. Plaintiff is/was an individual who was associated with a person with a disability pursuant to Government Code section 12926(o) and *Castro-Ramirez v. Dependable Highway Express, Inc.* (2016) 246 Cal.App.4th 180.

41. At all relevant times, Plaintiff's daughter had disabilities.

42. Defendants were aware of or should have known of the Plaintiff and her daughter's disabilities. Plaintiff requested and/or Defendants should have offered reasonable accommodations for the disabilities.

43. Defendants did not provide reasonable accommodations.

44. Defendants have a pattern and practice of failing to accommodate employees with disabilities.

45. Moreover, Defendants' facially neutral policy of nondiscrimination in employment decisions has an unfavorable impact on those employees who are in a similar position to Plaintiff.

46. As a proximate result of Defendants' discrimination against Plaintiff, Plaintiff has suffered and continues to suffer substantial losses in earnings, and other employment and retirement benefits and has suffered and continues to suffer embarrassment, humiliation and mental anguish all to her damage in an amount according to proof.

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

5 48. As a result of Defendants' discriminatory acts as alleged herein, Plaintiff is entitled to reasonable
6 attorneys' fees and costs of said suit as provided by California Government Code section 12965,
7 subsection (b).

8 49. Plaintiff filed timely charges of discrimination with the California Department of Fair
9 Employment and Housing ("DFEH") and EEOC and received a Notice of Case Closure
10 informing her of her right to sue. Therefore, plaintiff has exhausted all of her administrative
11 remedies. (See Exhibit A hereto.)

12 13 **Second Cause of Action**

14 **Disability Discrimination in Violation of FEHA - Wrongful Termination**

15 **(Govt. Code, § 12940(a))**

16 **(Against all Defendants)**

17 50. Plaintiff repeats and realleges by reference each and every allegation contained in the preceding
18 paragraphs and incorporates the same herein as though fully set forth.

19 51. At all times herein relevant, there was an employer/employee, agency, or other qualified
20 relationship between plaintiff and the defendants.

21 52. It is illegal to discriminate against an individual based upon her disabilities pursuant to California
22 Government Code section 12940 et seq.

23 53. Plaintiff is/was an individual with disabilities.

24 54. Plaintiff is/was an individual who was associated with a person with a disability pursuant to
25 Government Code section 12926(o) and *Castro-Ramirez v. Dependable Highway Express, Inc.*
26 (2016) 246 Cal.App.4th 180.

27 55. At all relevant times, Plaintiff's daughter had disabilities.

28 56. Defendants were aware of or should have known of the Plaintiff and her daughter's disabilities.

1 Plaintiff requested and/or Defendants should have offered reasonable accommodations for the
2 disabilities.

3 57. Defendants retaliated against, discriminated against, and subjected Plaintiff to adverse
4 employment actions. A substantial motivating factor in the Defendants' actions were Plaintiff's
5 disabilities.

6 58. Defendants have a pattern and practice of discriminating against those with disabilities.

7 59. Moreover, Defendants' facially neutral policy of nondiscrimination in employment decisions has
8 an unfavorable impact on those employees who are in a similar position to plaintiff.

9 60. As a proximate result of Defendants' discrimination against Plaintiff, Plaintiff has suffered and
10 continues to suffer substantial losses in earnings, and other employment and retirement benefits
11 and has suffered and continues to suffer embarrassment, humiliation and mental anguish all to
12 her damage in an amount according to proof.

13 61. Defendants did the acts herein alleged maliciously, fraudulently and oppressively, amounting to
14 despicable conduct, and in conscious disregard of Plaintiff's rights. The acts alleged herein were
15 known to, authorized and ratified by Defendants. Plaintiff is thus entitled to recover punitive
16 damages from Defendants, and each of them, in an amount according to proof.

17 62. As a result of Defendants' discriminatory acts as alleged herein, Plaintiff is entitled to reasonable
18 attorneys' fees and costs of said suit as provided by California Government Code section 12965,
19 subsection (b).

20 63. Plaintiff filed timely charges of discrimination with the California Department of Fair
21 Employment and Housing ("DFEH") and EEOC and received a Notice of Case Closure
22 informing her of her right to sue. Therefore, plaintiff has exhausted all of her administrative
23 remedies. (See Exhibit A hereto.)

24 **Third Cause of Action**

25 **Retaliation in Violation of FEHA**

26 **(Against all Defendants)**

27 64. Plaintiff repeats and realleges by reference each and every allegation contained in the preceding
28 paragraphs and incorporates the same herein as though fully set forth.

65. At all times herein relevant there was an employer/employee relationship between the plaintiff and the defendants.

66. It is against the law to discriminate against an employee for requesting accommodations for her and her daughter's disabilities. It is against the law to retaliate against an employee for making protected complaints of discrimination, harassment, and retaliation.

67. Plaintiff's requests for accommodation and complaints of discrimination, harassment, and retaliation were substantial motivating factors in her termination.

68. As a proximate result of Defendants' retaliation against Plaintiff, Plaintiff has suffered and continues to suffer substantial losses in earnings, and other employment and retirement benefits and has suffered and continues to suffer embarrassment, humiliation and mental anguish all to her damage in an amount according to proof.

69. Defendants did the acts herein alleged maliciously, fraudulently and oppressively, amounting to despicable conduct, and in conscious disregard of Plaintiff's rights. The acts alleged herein were known to, authorized and ratified by Defendants. Plaintiff is thus entitled to recover punitive damages from Defendants, and each of them, in an amount according to proof.

70. As a result of Defendants' retaliatory acts as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as provided by California Government Code section 12965, section (b).

71. Plaintiff filed timely charges of retaliation with the California Department of Fair Employment and Housing ("DFEH") and received a Notice of Case Closure informing her of her right to sue. Therefore, plaintiff has exhausted all of her administrative remedies. (See Exhibit A hereto.)

Fourth Cause of Action

Disability Discrimination - Failure to Engage in the Interactive Process

in Violation of FEHA

(Against All Defendants)

72. Plaintiff repeats and realleges by reference each and every allegation contained in the preceding paragraphs and incorporates the same herein as though fully set forth.

73. At all times herein relevant, there was an employer/employee, agency, or other qualified

relationship between plaintiff and the defendants.

74. It is illegal to discriminate against an individual based upon her disabilities pursuant to California Government Code section 12940 et seq.

75. Plaintiff is/was an individual with disabilities.

76. Plaintiff is/was an individual who was associated with a person with a disability pursuant to Government Code section 12926(o) and *Castro-Ramirez v. Dependable Highway Express, Inc.* (2016) 246 Cal.App.4th 180.

77. At all relevant times, Plaintiff's daughter had disabilities.

78. Defendants were aware of or should have known of the Plaintiff and her daughter's disabilities. Plaintiff requested and/or Defendants should have offered reasonable accommodations for the disabilities.

79. Defendants had an obligation to engage in good faith in the interactive process to determine an effective reasonable accommodation for these disabilities.

80. Defendants failed to engage in a timely, good faith in this interactive process.

81. Defendants have a pattern and practice of failing to engage in a good faith interactive process.

82. Moreover, Defendants' facially neutral policy of nondiscrimination in employment decisions has an unfavorable impact on those employees who are in a similar position to Plaintiff.

83. As a proximate result of Defendants' discrimination against Plaintiff, Plaintiff has suffered and continues to suffer substantial losses in earnings, and other employment and retirement benefits and has suffered and continues to suffer embarrassment, humiliation and mental anguish all to her damage in an amount according to proof.

84. Defendants did the acts herein alleged maliciously, fraudulently and oppressively, amounting to despicable conduct, and in conscious disregard of Plaintiff's rights. The acts alleged herein were known to, authorized and ratified by Defendants. Plaintiff is thus entitled to recover punitive damages from Defendants, and each of them, in an amount according to proof.

85. As a result of Defendants' discriminatory acts as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as provided by California Government Code section 12965, subsection (b).

1 86. Plaintiff filed timely charges of discrimination with the California Department of Fair
2 Employment and Housing (“DFEH”) and EEOC and received a Notice of Case Closure
3 informing her of her right to sue. Therefore, Plaintiff has exhausted all of her administrative
4 remedies. (See Exhibit A hereto.)

5 **Fifth Cause of Action**

6 **Retaliation in Violation of PDDL and FEHA (Gov. Code §§ 12940, 12945 et seq.)**

7 **(Against All Defendants)**

8 87. Plaintiff repeats and realleges by reference each and every allegation contained in the preceding
9 paragraphs and incorporates the same herein as though fully set forth.

10 88. Plaintiff was at all times material hereto an employee covered by California Government Code
11 §12945 et seq. prohibiting retaliation for both requesting and/or taking pregnancy leave under
12 the Fair Employment and Housing Act and the Pregnancy Disability Leave Law.

13 89. Defendants were at all times material hereto an employer within the meaning of the California
14 Government Code and, as such, barred from retaliating against an employee for requesting
15 medical leave under the Fair Employment and Housing Act and the Pregnancy Disability Leave
16 Law.

17 90. Plaintiff requested leave under the Fair Employment and Housing Act and the Pregnancy
18 Disability Leave Law.

19 91. Defendants’ terminated Plaintiff. A substantial motivating factor in the adverse employment
20 action was Plaintiff’s request and/or taking of leave relating to her pregnancy.

21 92. Defendants have a pattern and practice of retaliating against persons who request pregnancy
22 leave.

23 93. Moreover, Defendants’ facially neutral policy of nondiscrimination in employment decisions has
24 disparate impact on those employees who are in a similar position to Plaintiff.

25 94. As a proximate result of Defendants’ discrimination against Plaintiff, Plaintiff has suffered and
26 continues to suffer substantial losses in earnings, and other employment and retirement benefits
27 and has suffered and continues to suffer embarrassment, humiliation and mental anguish all to
28 her damage in an amount according to proof.

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

5 96. As a result of Defendants' discriminatory acts as alleged herein, Plaintiff is entitled to reasonable
6 attorneys' fees and costs of said suit as provided by California Government Code section 12965,
7 subsection (b).

8 97. Plaintiff filed timely charges of discrimination with the California Department of Fair
9 Employment and Housing ("DFEH") and received a Notice of Case Closure informing her of her
10 right to sue. Therefore, plaintiff has exhausted all of her administrative remedies. (See Exhibit
11 A hereto.)

12 **Sixth Cause of Action**

13 **Retaliation in Violation of CFRA**

14 **(Govt. Code, § 12945.2 et seq.)**

15 **(Against All Defendants)**

16 98. Plaintiff repeats and realleges the aforementioned paragraphs as if the same were fully set forth
17 herein and with the same full force and effect.

18 99. Plaintiff was at all times material hereto an employee covered by California Government Code
19 Section 12945.2 et seq. prohibiting retaliation for both requesting and/or taking medical leave
20 under the California Family Rights Act.

21 100. Defendants were at all times material hereto an employer within the meaning of the California
22 Government Code and, as such, barred from retaliating against an employee for requesting
23 medical leave under the California Family Rights Act.

24 101. Plaintiff was at all times material hereto an employee covered by California Government Code
25 §12945.2 et seq.

26 102. At all relevant times, Defendants employed over fifty employees. Defendants were thus an
27 employer covered by CFRA. (Govt. Code, § 12945.2, subd. (c)(1).)

28 103. As a result of a serious health condition, Plaintiff notified Defendants of her medical conditions

necessitating a leave, and her desire to take time off to treat that medical condition.

104. After notifying the employer of the serious medical conditions and need for leave and/or taking said leave, Plaintiff was terminated. Her assertion of her CFRA rights were a substantial motivating factor in the adverse employment actions described above.

105. Defendants have a pattern and practice of retaliating against persons who request medical leave.

106. Moreover, Defendants' facially neutral policy of non-retaliation in employment decisions has an unfavorable impact on those employees who are in a similar position to Plaintiff.

107. As a proximate result of Defendants' retaliation against Plaintiff, Plaintiff has suffered and continues to suffer substantial losses in earnings, and other employment and retirement benefits and has suffered and continues to suffer embarrassment, humiliation and mental anguish all to her damage in an amount according to proof.

108. Defendants did the acts herein alleged maliciously, fraudulently and oppressively, amounting to despicable conduct, and in conscious disregard of Plaintiff's rights. The acts alleged herein were known to, authorized and ratified by Defendants. Plaintiff is thus entitled to recover punitive damages from Defendants, and each of them, in an amount according to proof.

109. As a result of Defendants' retaliatory acts as alleged herein, Plaintiff is entitled to reasonable attorneys' fees and costs of said suit as provided by California Government Code section 12965, subsection (b).

110. Plaintiff filed timely charges of discrimination with the California Department of Fair Employment and Housing ("DFEH") and EEOC and received a Notice of Case Closure informing her of her right to sue. Therefore, Plaintiff has exhausted all of her administrative remedies. (See Exhibit A hereto.)

Seventh Cause of Action

Violation of CFRA

(Cal. Gov. Code § 12945.2; 2 Cal. Code Regs. §§ 7297.4, 7297.9, 11091)

(Against All Defendants)

111. Plaintiff repeats and incorporates all paragraphs contained in this complaint as if the same were fully set forth herein and with the same full force and effect.

- 1 112. Plaintiff was at all times material hereto an employee covered by California Government Code
2 §12945.2 et seq. and 2 Cal. Code Regs. §§ 7297.4, 7297.9, 11091 et seq.
- 3 113. Defendants were at all times material hereto an employer within the meaning of the California
4 Government Code.
- 5 114. As a full-time employee, Plaintiff was eligible to take leave under the California Family Rights
6 Act (CFRA) (Govt. Code, § 12945.2.)
- 7 115. At all relevant times, Defendants employed over fifty employees. Defendants were thus an
8 employer covered by CFRA. (Govt. Code, § 12945.2, subd. (c)(1).)
- 9 116. As a result of a serious health condition and her daughter, Plaintiff informed Defendants of the
10 medical conditions that should have triggered Defendants knowledge of her need for intermittent
11 leave.
- 12 117. Defendants interfered with her right to take medical leave. Defendants did not provide plaintiff
13 with the required CFRA paperwork. Defendants failed to give reasonable advance notice of their
14 notice requirements. Defendants did not respond to medical information given to them with the
15 appropriate measures. Defendants failed to offer plaintiff intermittent medical leave. Defendants
16 failed to designate the leave a qualifying or non-qualifying.
- 17 118. As a proximate result of Defendants' actions against plaintiff, plaintiff has suffered and
18 continues to suffer substantial losses in earnings, and other employment and retirement benefits
19 and has suffered and continues to suffer embarrassment, humiliation and mental anguish all to
20 her damage in an amount according to proof.
- 21 119. Defendants did the acts herein alleged maliciously, fraudulently and oppressively, amounting to
22 despicable conduct, and in conscious disregard of plaintiff's rights. The acts alleged herein were
23 known to, authorized and ratified by Defendants. Plaintiff is thus entitled to recover punitive
24 damages from Defendants, and each of them, in an amount according to proof.
- 25 120. As a result of Defendants' acts as alleged herein, plaintiff is entitled to reasonable attorneys' fees
26 and costs of said suit as provided by California Government Code section 12965, subsection (b).

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1 121. Plaintiff filed timely charges with the California Department of Fair Employment and Housing
2 (“DFEH”) and received a Notice of Case Closure informing her of her right to sue. Therefore,
3 plaintiff has exhausted all of her administrative remedies. (See Exhibit A hereto.)

4 **Eighth Cause of Action**

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

6 **(Against All Defendants)**

7 122. Plaintiff repeats and realleges by reference each and every allegation contained in the preceding
8 paragraphs and incorporates the same herein as though fully set forth.

9 123. At all times herein relevant there was an employer/employee relationship between Plaintiff and
10 Defendants.

11 124. Plaintiff was terminated as a result of the Defendants’ violation of fundamental public policies.
12 Plaintiff’s disabilities and requests for accommodation were a substantial motivating factor in
13 her termination. Plaintiff’s complaints about the failure to accommodate and her taking of
14 pregnancy leave were also substantial motivating factors in her termination. This discrimination
15 and retaliation are against fundamental California Public Policy.

16 125. As a proximate result of Defendants’ retaliation against Plaintiff, Plaintiff has suffered and
17 continues to suffer substantial losses in earnings, and other employment and retirement benefits
18 and have suffered and continues to suffer embarrassment, humiliation and mental anguish all to
19 her damage in an amount according to proof.

20 126. Plaintiff is informed and believes and based thereon alleges that the outrageous conduct of
21 Defendants described above was done with malice, fraud and oppression and with conscious
22 disregard for her rights and with the intent, design and purpose of injuring her. By reason thereof,
23 Plaintiff is entitled to punitive or exemplary damages from Defendants in a sum according to
24 proof at trial.

25 **Ninth Cause of Action**

26 **Failure to Remedy and/or Prevent Discrimination and/or**

27 **Retaliation in Violation of FEHA**

28 **(Against All Defendants)**

1 127. Plaintiff repeats and realleges by reference each and every allegation contained in the preceding
2 paragraphs and incorporates the same herein as though fully set forth.

3 128. At all times herein relevant, there was an employer/employee, agency, or other qualified
4 relationship between Plaintiff and the Defendants.

5 129. It is illegal to discriminate and retaliate against an individual pursuant to California Government
6 Code section 12940 et seq.

7 130. Defendants' discriminated and retaliated against Plaintiff. Defendants knew of this
8 discrimination and retaliation and/or reasonably should have known of it, and failed to act to
9 prevent and/or remedy it in violation of Govt. Code, § 12940, subd. (j)(1). Further, Defendants
10 failed to take all reasonable measures to prevent discrimination and retaliation from occurring
11 in violation of Government Code, § 12940, subd. (k).)

12 131. As a proximate result of Defendants' discrimination and retaliation against Plaintiff, Plaintiff has
13 suffered and continues to suffer substantial losses in earnings, and other employment and
14 retirement benefits and has suffered and continues to suffer embarrassment, humiliation and
15 mental anguish all to her damage in an amount according to proof.

16 132. Defendants did the acts herein alleged maliciously, fraudulently and oppressively, amounting to
17 despicable conduct, and in conscious disregard of plaintiff's rights. The acts alleged herein were
18 known to, authorized and ratified by Defendants. Plaintiff is thus entitled to recover punitive
19 damages from Defendants, and each of them, in an amount according to proof.

20 133. As a result of Defendants' harassing acts as alleged herein, Plaintiff is entitled to reasonable
21 attorneys' fees and costs of said suit as provided by California Government Code section 12965,
22 section (b).

23 134. Plaintiff filed a timely charge of discrimination and retaliation with the California Department
24 of Fair Employment and Housing ("DFEH") and received a Notice of Case Closure informing
25 her of her right to sue. Therefore, Plaintiff has exhausted all of her administrative remedies.
26 (See Exhibit A hereto.)

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1 **Tenth Cause of Action**

2 **Intentional Infliction of Emotional Distress**

3 (Against All Defendants)

4 135. Plaintiff repeats and incorporates all paragraphs contained in this complaint as if the same were
5 fully set forth herein and with the same full force and effect.

6 136. The aforementioned acts were outrageous, extreme, and uncivilized.

7 137. The acts described above have been intentional and malicious, and done for the purpose of
8 causing Plaintiff to suffer humiliation, anguish and emotional distress. All of the same
9 Defendants' actions were authorized or ratified by said Defendants with knowledge that
10 Plaintiff's emotional distress would increase and done with wanton and reckless disregard for
11 the consequences to Plaintiff and were uncivilized.

12 138. As a proximate result of Defendants' actions, Plaintiff has suffered and continues to suffer
13 substantial losses incurred in earnings, bonuses, deferred compensation and other employment
14 benefits.

15 139. As a further proximate result of Defendant's actions, Plaintiff has suffered and continues to
16 suffer emotional distress, mental anguish, embarrassment, humiliation and anxiety all to her
17 damage in an amount in excess of the minimum jurisdictional limits of this court.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff requests relief as follows:

- 20 1. For compensatory economic damages according to proof including losses
21 incurred in seeking substitute employment and loss of earnings, and other
22 employment benefits;
- 23 2. For compensatory non-economic damages for losses resulting from humiliation,
24 mental anguish, and emotional distress according to proof;
- 25 3. For interest on the amount of losses incurred in earnings, deferred compensation
26 and other employee benefits at the prevailing legal rate;
- 27 4. For statutory and civil penalties;
- 28 5. For punitive damages according to proof;

6. For costs incurred by Plaintiff, including reasonable attorneys' fees;
7. For reinstatement;
8. For such other and further relief as the Court may deem proper.

Dated: September 5, 2019

THE RAGER LAW FIRM

By: _____

Jeffrey A. Rager
Attorney for Plaintiff
VANESSA MARIE BLANCO

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

September 4, 2019

Jeffrey Rager
970 West 190th Street Ste. 340
Torrance, California 90502

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 201909-07445004
Right to Sue: Blanco / Kaiser Foundation Health Plan, Inc.

Dear Jeffrey Rager:

Attached is a copy of your **amended** 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.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You or your client must serve the complaint.

The amended complaint is deemed to have the same filing date of the original complaint. This is not a new Right to Sue letter. The original Notice of Case Closure and Right to Sue issued in this case remains the only such notice provided by the DFEH. (Cal. Code Regs., tit. 2, § 10022.)

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

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

In the Matter of the Complaint of

Vanessa Blanco

DFEH No. 201909-07445004

Complainant,

vs.

Kaiser Foundation Health Plan, Inc.
393 East Walnut Street
Pasadena, California 91188

Respondents

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

2. Complainant **Vanessa Blanco**, resides in the City of **Rancho Cucamonga** State of **California**.

3. Complainant alleges that on or about **March 4, 2019**, respondent took the following adverse actions:

Complainant was discriminated against because of complainant's family care or medical leave (cfra) (employers of 50 or more people), disability (physical or mental), medical condition (cancer or genetic characteristic), pregnancy, childbirth, breast feeding, and/or related medical conditions, association with a member of a protected class and as a result of the discrimination was terminated, denied reasonable accommodation for a disability.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment, requested or used a pregnancy-disability related accom., requested or used a disability-related accommodation, requested or used leave under the california family rights act or fmla (employers of 50 or more people) and as a result was terminated, denied reasonable accommodation for a disability, denied family care or medical leave (cfra) (employers of 50 or more people).

1
2 **Additional Complaint Details:** Vanessa Blanco began working for Kaiser on or
3 about January 24, 2000. During her tenure with the Company, Ms. Blanco was
4 promoted multiple times, starting in Hospital Administration at the Fontana Medical
5 Center but rising all the way to the level of Director of National Environmentally
6 Preferable Purchasing ("EPP") Program as of 2012. In this position, she worked
7 remotely from home because it was a national role. From 2012, Plaintiff received
8 praise and was rated as meeting job requirements. In 2016, at the age of 42, Ms.
9 Blanco took a pregnancy leave. On October 25, 2016, she gave birth to her
10 daughter. The pregnancy took its toll on Ms. Blanco, and she tore muscles in her
11 back and neck. An MRI revealed 3 disc bulges and degenerative arthritis.
12 Notwithstanding her injuries, Ms. Blanco dutifully returned to work in January 2017.
13 At this time, she encountered a new manager, Beverly Norman-Cooper, who
14 decided to gradually take away her work from home job. After taking away her
15 accommodations, in March 2018, Kaiser forced Ms. Blanco on an involuntary
16 medical leave. Thereafter, they terminated her on March 4, 2019.
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1 VERIFICATION

2 I, **Jeffrey Rager**, 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 September 4, 2019, I declare under penalty of perjury under the laws of the State
6 of California that the foregoing is true and correct.

7 **Torrance, CA**

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