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RHONDA ROWLEY

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

RHONDA ROWLEY, an individual;
Plaintiff,
vs.

**THE PERMANENTE MEDICAL
GROUP, INC. dba KAISER
PERMANENTE**, a California
Corporation; **REBECCA GRANT**, an
individual; and **DOES 1 through 50**,
inclusive;

Defendants.

Case No.:

COMPLAINT FOR:

1. VIOLATION OF CAL. LABOR CODE § 1102.5;
2. RETALIATION IN VIOLATION OF PUBLIC POLICY [CAL. LABOR CODE § 1102.5];
3. RETALIATION IN VIOLATION OF CAL. HEALTH & SAFETY CODE § 1278.5;
4. DISABILITY DISCRIMINATION IN VIOLATION OF GOVERNMENT CODE § 12940 ET SEQ. [FEHA]
5. HARASSMENT BASED ON DISABILITY IN VIOLATION OF THE FEHA;
6. FAILURE TO PREVENT DISCRIMINATION AND HARASSMENT IN VIOLATION OF THE FEHA;
7. FAILURE TO ACCOMMODATE IN VIOLATION OF THE FEHA;
8. FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN VIOLATION OF THE FEHA;
9. WRONGFUL CONSTRUCTIVE TERMINATION IN VIOLATION OF PUBLIC POLICY [CAL. LABOR CODE § 1102.5 & CAL. HEALTH & SAFETY CODE § 1278.5];
10. WRONGFUL CONSTRUCTIVE TERMINATION IN VIOLATION OF THE FEHA.

DEMAND FOR JURY TRIAL

COMPLAINT

RECEIPT #: CCH520872065
DATE PAID: 01/31/14 02:49 PM
PAYMENT: \$435.00
RECEIVED:
CHECK: \$435.00
CASH: \$0.00
CHANGE: \$0.00
CRED: \$0.00

A6037
90242

DEPT. 20

KOIN C. BONZIL

FILED
Superior Court Of California
County Of Los Angeles

JAN 31 2014

Sherri R. Carter, Executive Officer/Clerk
By Judi Lam, Deputy

1 Plaintiff, RHONDA ROWLEY, hereby brings her complaint against the above-named
2 Defendants and states and alleges as follows:

3 **PRELIMINARY ALLEGATIONS**

4 1. At all times material herein, Plaintiff, RHONDA ROWLEY (hereinafter referred
5 to as "Plaintiff") was and is a resident of the State of California, Los Angeles.

6 2. Plaintiff is informed and believes, and based thereon alleges that Defendant THE
7 PERMANENTE MEDICAL GROUP, INC. dba KAISER PERMANENTE (hereinafter referred
8 to as "Defendant KAISER") is a California corporation, employing more than five thousand
9 (5,000) people, was at all times mentioned in this Complaint duly licensed to do business, was
10 and is doing business, under and by virtue of the laws of the State of California, and in the
11 County of Los Angeles.

12 3. Plaintiff is informed, believes, and based thereon alleges that Defendant
13 REBECCA GRANT (hereinafter referred to as "Defendant GRANT") is a California resident
14 who is and was at all times relevant an individual residing in Los Angeles County, and employed
15 by Defendant KAISER as Director of Diagnostic Imaging and Plaintiff's supervisor.

16 4. Plaintiff is unaware of the true names and capacities of Defendants sued herein as
17 DOES 1 through 50, inclusive, and for that reason sues said Defendants by such fictitious names.
18 Plaintiff will file and serve an amendment to this Complaint alleging the true names and
19 capacities of said fictitiously named Defendants if and when the Plaintiff knows such true names
20 and capacities.

21 5. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
22 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a
23 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
24 Defendant are legally attributable to the other Defendants.

25 6. Hereinafter in the Complaint, unless otherwise specified, reference to a Defendant
26 or Defendants shall refer to all Defendants, and each of them.

27 7. Plaintiff began working for Defendant KAISER on or about September 1997 as a
28 Performance Improvement Coordinator. After numerous promotions within Defendant

1 KAISER, Plaintiff last worked as the Assistant Director of Diagnostic Imaging for Defendant
2 KAISER. As Assistant Director of Diagnostic Imaging for Defendant KAISER, Plaintiff was
3 responsible for the entire mammography program, including managing Radiology Technologists
4 and Ultrasound Technologists. Throughout her employment with Defendant KAISER, Plaintiff
5 performed her duties competently and diligently until she was wrongfully constructively
6 terminated on or about February 15, 2012.

7 8. As Assistant Director of Diagnostic Imaging, Plaintiff managed approximately
8 forty-two (42) employees for Defendant KAISER. One of Plaintiff's duties as Assistant Director
9 of Diagnostic Imaging was to ensure departmental adherence to state and federal regulatory
10 requirements, as well as to prepare and submit documentation for the State and Federal Surveys
11 for mammography technologists.

12 9. During Plaintiff's employment as Assistant Director of Diagnostic Imaging, she
13 made several complaints involving non-compliance issues that she had been identified and
14 brought to her attention.

15 10. Specifically, in or around May 2010, Plaintiff discovered that there was an
16 ongoing compliance issue with a mammography technologist, Ms. Sharla Nunan ("Ms. Nunan").
17 Plaintiff discovered that Ms. Nunan had been working as a technologist without the proper
18 number of examinations performed as required by the state. As a result, Ms. Nunan was
19 ineligible to perform exams without a proctor present.

20 11. However, Ms. Nunan had discovered a method so that the computer program
21 utilized by Defendant KAISER would list her name as the performing technologist. Plaintiff had
22 discovered that Ms. Nunan had been repeatedly reporting herself as having completed an
23 examination, when in actuality she had not done so.

24 12. Of significance, under the regulations set forth by both the Mammography
25 Quality Standards Act ("MQSA") and Mammography Quality Assurance Act of 1992
26 ("MQAA"), each mammogram technologist is required to perform at least 200 mammography
27 examinations every two (2) years. As such, it is required that each technologist report the correct
28 volume of examinations performed so as to ensure competence when performing mammograms,

1 which in effect further ensures that a physician can properly identify and read cases of breast
2 cancer in a patient.

3 13. Plaintiff is informed, believes, and based thereon alleges that Ms. Nunan had not
4 performed or completed a single mammogram within a period of over two (2) years.

5 14. Plaintiff immediately brought this compliance issue to the attention of her
6 Supervisor, Defendant GRANT, the Director of Diagnostic Imaging for Defendant KAISER.
7 However, Plaintiff is informed, believes, and based thereon alleges that nothing was done to
8 correct the compliance violation. Nonetheless, Plaintiff continued to complain and oppose Ms.
9 Nunan's non-compliance for approximately one (1) year thereafter.

10 15. In or around July 2010, Plaintiff also complained to Defendant KAISER during a
11 Regional Meeting, regarding the loophole that Ms. Nunan had been taking advantage of to falsify
12 her compliance. When she did so, Plaintiff was informed that Defendant KAISER was working
13 on a fix, but that the fix could not be implemented until the next update. Plaintiff was also told
14 that the entire data in the system could not be corrected.

15 16. Furthermore, in or around December 2010 when it came time to report
16 compliance to the State Survey, Plaintiff once again brought up Ms. Nunan's non-compliance
17 issue to Defendant GRANT. However, Defendant GRANT simply responded by vaguely
18 instructing Plaintiff to "do what you have to do". Because the data system could not be corrected
19 in time, Plaintiff was left with no choice but to submit the logs that Ms. Nunan had falsified.

20 17. Unfortunately, once Plaintiff began voicing her legitimate complaints and
21 concerns regarding Ms. Nunan's non-compliance and fraudulent actions, Plaintiff was subjected
22 to a pattern of harassing and retaliatory behavior at the hands of Defendant GRANT.

23 18. Specifically, Defendant GRANT began looking over Plaintiff's performance with
24 a microscope, trying to discover any minute issue with Plaintiff's performance. In fact, in or
25 around January 4, 2011, Defendant GRANT called Plaintiff and told her that she wanted Plaintiff
26 to leave the department, instructed Plaintiff to "hurry up and find another job", and to "move on
27 and find another job that does not involve technologists". Plaintiff is informed and believes, and
28

1 thereon alleges that Defendant GRANT made these comments in retaliation for Plaintiff's
2 complaints.

3 19. It was evident by Defendant GRANT's comments that Defendant KAISER
4 wanted to terminate Plaintiff due to her complaints about patient care and safety, and the
5 unethical and illegal health practices at Defendant KAISER.

6 20. Plaintiff thereafter reported Defendant GRANT's behavior to Defendant
7 KAISER. However, Plaintiff is informed, believes, and based thereon alleges that Defendant
8 KAISER failed to investigate Plaintiff's complaints.

9 21. Due to Plaintiff's continuing concern about regarding Ms. Nunan's compliance
10 issue, on or around January 2011 Plaintiff filed a formal complaint to the Regional Compliance
11 Hotline to report the unethical and illegal work practices, as well as the harassment she was
12 receiving from Defendant GRANT. Plaintiff's investigation was closed on or around May 11,
13 2011.

14 22. Around the same time, beginning May 11, 2011, Defendant GRANT's ongoing
15 retaliatory behavior towards Plaintiff further intensified. Specifically, Defendant GRANT began
16 to call each of the employees Plaintiff managed into her office to ask questions about Plaintiff.
17 Plaintiff is informed, believes, and based thereon alleges that Defendant GRANT was speaking
18 to each of Plaintiff's employees in order to find an excuse to terminate Plaintiff.

19 23. Thereafter, on or around June 29, 2011, Plaintiff was written up based on issues
20 that were not caused by her or out of her control. On or around August 10, 2011, Plaintiff was
21 again written up under similar circumstances. Each time Plaintiff was written up, Plaintiff was
22 required to submit an action plan. Despite her disagreement, out of fear of losing her job
23 Plaintiff nonetheless submitted action plans in response to the first two write ups. These write
24 ups were deemed satisfactory and were accepted by Defendant KAISER.

25 24. Due to the continuous and incessant harassing and retaliatory treatment she was
26 receiving at the hands of Defendant GRANT, in or around January 2012 Plaintiff filed a formal
27 complaint with the Local Compliance Hotline; a hotline outside of Defendant KAISER's
28 Regional Complaint Hotline.

1 25. Shortly thereafter, in or around February 7, 2012, despite Plaintiff's compliance
2 with her August 10, 2011 action plan, Plaintiff was placed on administrative leave. During
3 Plaintiff's suspension meeting, Plaintiff was told that if she did not submit yet another
4 satisfactory action plan, her employment with Defendant KAISER would be terminated.

5 26. Subsequently, on or around February 10, 2012, due to the anxiety caused by the
6 behavior and treatment of Defendant GRANT and Defendant KAISER, Plaintiff was forced to
7 check into an emergency room due to chest pains, shortness of breath, and anxiety. Plaintiff was
8 subsequently placed on a two (2) week medical leave for stress and anxiety. Plaintiff submitted
9 all required paperwork and doctors' notes to Defendant KAISER, informing them that she
10 required medical leave.

11 27. Despite being on medical leave, Defendant GRANT demanded that Plaintiff
12 submit her action plan by February 15, 2012 – a mere five (5) days after Plaintiff had been
13 placed on leave due to her stress and anxiety.

14 28. On or about February 15, 2012, unable to continue working in a retaliatory and
15 intimidating hostile work environment, Plaintiff was wrongfully constructively discharged.
16 Because she was left with no choice but to resign from her employment with Defendant
17 KAISER, Plaintiff submitted her 30-day notice to Defendant KAISER on or around February 15,
18 2012. However, Defendant KAISER effectuated her termination immediately, on or around
19 February 15, 2012.

20 29. Plaintiff is informed, believes, and based thereon alleges that she was subjected to
21 continuous and ongoing retaliatory and intimidating conduct by Defendant KAISER and
22 Defendant GRANT because she voiced her concerns and complained about patient care and
23 safety, and the unethical and illegal health practices at Defendant KAISER that directly violated
24 both State and Federal Regulations.

25 30. Plaintiff is also informed, believes, and based thereon alleges that she was
26 subjected to harassing, retaliatory, and intimidating conduct by Defendant KAISER and
27 Defendant GRANT due to her disability and need for medical leave.

28 ///

1 31. Plaintiff exhausted her administrative remedies by filing a complaint with the
2 Department of Fair Employment and Housing (DFEH) on or about February 1, 2013. Plaintiff
3 received immediate right to sue letters on or about February 1, 2013.

4 **FIRST CAUSE OF ACTION**

5 **VIOLATION OF CALIFORNIA LABOR CODE § 1102.5**

6 **(Against Defendant KAISER and DOES 1 through 50)**

7 32. Plaintiff re-alleges and incorporates herein paragraphs 1 through 31, inclusive, of
8 this complaint as though fully set forth.

9 33. California Labor Code section 1102.5(a) states in full, "An employer may not
10 make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing
11 information to a government or law enforcement agency, where the employee has reasonable
12 cause to believe that the information discloses a violation of state or federal statute, or a violation
13 or noncompliance with a state or federal rule or regulation."

14 34. California Labor Code section 1102.5(b) states in full, "An employer, or any
15 person acting on behalf of the employer, shall not retaliate against an employee for disclosing
16 information, or because the employer believes that the employee disclosed or may disclose
17 information, to a government or law enforcement agency, to a person with authority over the
18 employee or another employee who has the authority to investigate, discover, or correct the
19 violation or noncompliance, or for providing information to, or testifying before, any public body
20 conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe
21 that the information discloses a violation of state or federal statute, or a violation of or
22 noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing
23 the information is part of the employee's job duties."

24 35. California Labor Code section 1102.5(c) states in full, "An employer may not
25 retaliate against an employee for refusing to participate in an activity that would result in a
26 violation of state or federal statute, or a violation or noncompliance with a state or federal rule or
27 regulation."

28 ///

1 36. Plaintiff is informed and believes, and thereon alleges that Defendants' adverse
2 employment actions against Plaintiff were a result of Plaintiff's complaints, concerns and refusal
3 to participate or allow the illegal and unethical practices of Ms. Nunan and Defendant KAISER.
4 Defendants engaged in retaliatory conduct, including, but not limited to: 1) Defendant GRANT
5 telling Plaintiff to "hurry up and find another job", and to "move on and find another job that
6 does not involve technologists"; 2) Defendant GRANT taking Plaintiff's employees into her
7 office to discuss Plaintiff's performance with them; 3) writing up Plaintiff on three (3) separate
8 occasions and subsequently placing Plaintiff on an action plan; 4) forcing Plaintiff to submit an
9 action plan while she was on medical leave; and 5) ultimately, forcing Plaintiff to resign and
10 wrongfully constructively terminating Plaintiff.

11 37. The above acts of Defendants constitute repeated retaliation in violation of
12 California Labor Code section 1102.5 et seq.; such retaliation was a proximate cause of
13 Plaintiff's damages as stated below.

14 38. As a proximate result of the aforesaid acts of Defendants and each of them,
15 Plaintiff has lost, and will continue to lose, earnings and fringe benefits and has suffered and/or
16 will suffer other actual, consequential and incidental financial losses, in an amount to be proven
17 at trial in excess of the jurisdictional minimum of this court. Plaintiff claims such amounts as
18 damages together with prejudgment interest pursuant to California Civil Code § 3287 and/or §
19 3288 and/or any other provision of law providing for prejudgment interest.

20 39. As a proximate result of the aforesaid acts of Defendants and each of them,
21 Plaintiff has become mentally upset, distressed, embarrassed, humiliated, and aggravated. As a
22 result of the acts of retaliation, Plaintiff suffered harm to her reputation. Plaintiff claims general
23 damages for such mental and physical distress and aggravation in a sum in excess of the
24 jurisdictional minimum of this court.

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

1 41. Defendant KAISER had in place policies and procedures that specifically
2 prohibited and required Defendant KAISER's managers, officers, and agents to prevent
3 retaliation and harassment against and upon employees of Defendant KAISER, based on the
4 policy identified in the California Labor Code. Defendant GRANT was a manager, officer,
5 and/or agent of Defendant KAISER and was aware of Defendant KAISER's policies and
6 procedures requiring Defendant KAISER's managers, officers, and agents to prevent
7 discrimination, retaliation, and harassment against and upon employees of Defendant KAISER.
8 Furthermore, Defendant GRANT maintained broad discretionary powers regarding staffing,
9 managing, hiring, firing, contracting, supervising, assessing and establishing of corporate policy
10 and practice in the Defendant KAISER's facilities. However, Defendant GRANT chose to
11 consciously and willfully ignore said policies and procedures and therefore, her outrageous
12 conduct was fraudulent, malicious, oppressive, and was done in wanton disregard for the rights
13 of Plaintiff and the rights and duties owed by each Defendant to Plaintiff. Each Defendant aided,
14 abetted, participated in, authorized, ratified, and/or conspired to engage in the wrongful conduct
15 alleged above. Plaintiff should, therefore, be awarded exemplary and punitive damages against
16 each Defendant in an amount to be established that is appropriate to punish each Defendant and
17 deter others from engaging in such conduct.

18 **SECOND CAUSE OF ACTION**

19 **RETALIATION IN VIOLATION OF**

20 **PUBLIC POLICY (CALIFORNIA LABOR CODE § 1102.5)**

21 **(Against Defendant KAISER and DOES 1 through 50)**

22 42. Plaintiff incorporates by reference paragraphs 1 through 31, inclusive, of this
23 Complaint as if fully set forth at this place.

24 43. The public policy of the State of California, as codified in California Labor Code
25 § 1102.5(b) prohibits an employer from retaliating against an employee for disclosing
26 information believed to be in violation with a state or federal statute, or a violation of or
27 noncompliance with a local, state, or federal rule or regulation, to a government or law
28

1 enforcement agency, to a person with authority over the employee or another employee who has
2 the authority to investigate, discover, or correct the violation or noncompliance.

3 44. At all times mentioned, the public policy of the State of California, as codified in
4 California Labor Code § 1102.5(c) prohibits an employer from retaliating against an employee
5 for refusing to participate in an activity that would result in a violation of state or federal statute,
6 or a violation or noncompliance with a state or federal rule or regulation.

7 45. This public policy of the State of California is designed to protect all employees
8 and to promote the welfare and well-being of the community at large.

9 46. At all times herein mentioned, the public policy of the State of California, as
10 codified in California Labor Code § 1102.5 is to prohibit employers from retaliating against an
11 employee who has opposed a discriminatory practice. This public policy of the State of
12 California is designed to protect all employees and to promote the welfare and well-being of the
13 community at large.

14 47. As a direct, legal, and proximate result of Plaintiff's refusal to participate in
15 illegal conduct and unethical practices, Plaintiff was wrongfully constructively terminated.

16 48. Accordingly, the actions of Defendants, and each of them, as described herein
17 were wrongful and in contravention of the express public policy of the State of California, to wit,
18 the policy set forth in Labor Code §§ 1102.5 et seq.

19 49. As a proximate result of the aforesaid acts of Defendants, and each of them,
20 Plaintiff has suffered actual, consequential and incidental financial losses, including without
21 limitation, loss of salary and benefits, and the intangible loss of employment related
22 opportunities in her field and damage to her professional reputation, all in an amount subject to
23 proof at the time of trial. Plaintiff claims such amounts as damages pursuant to Civil Code §
24 3287 and/or § 3288 and/or any other provision of law providing for prejudgment interest.

25 50. As a proximate result of the wrongful acts of Defendants, and each of them,
26 Plaintiff has suffered and continues to suffer emotional distress, humiliation, mental anguish and
27 embarrassment, as well as the manifestation of physical symptoms. Plaintiff is informed and
28 believes and thereupon alleges that she will continue to experience said physical and emotional

1 suffering for a period in the future not presently ascertainable, all in an amount subject to proof
2 at the time of trial.

3 51. Defendant KAISER had in place policies and procedures that specifically
4 prohibited and required Defendant KAISER's managers, officers, and agents to prevent
5 retaliation and harassment against and upon employees of Defendant KAISER, based on the
6 policy identified in the California Labor Code. Defendant GRANT was a manager, officer,
7 and/or agent of Defendant KAISER and was aware of Defendant KAISER's policies and
8 procedures requiring Defendant KAISER's managers, officers, and agents to prevent
9 discrimination, retaliation, and harassment against and upon employees of Defendant KAISER.
10 Furthermore, Defendant GRANT maintained broad discretionary powers regarding staffing,
11 managing, hiring, firing, contracting, supervising, assessing and establishing of corporate policy
12 and practice in the Defendant KAISER's facilities. However, Defendant GRANT chose to
13 consciously and willfully ignore said policies and procedures and therefore, her outrageous
14 conduct was fraudulent, malicious, oppressive, and was done in wanton disregard for the rights
15 of Plaintiff and the rights and duties owed by each Defendant to Plaintiff. Each Defendant aided,
16 abetted, participated in, authorized, ratified, and/or conspired to engage in the wrongful conduct
17 alleged above. Plaintiff should, therefore, be awarded exemplary and punitive damages against
18 each Defendant in an amount to be established that is appropriate to punish each Defendant and
19 deter others from engaging in such conduct.

20 **THIRD CAUSE OF ACTION**

21 **RETALIATION IN VIOLATION**

22 **OF CALIFORNIA HEALTH & SAFETY CODE § 1278.5**

23 **(Against Defendant KAISER and DOES 1 through 50)**

24 52. Plaintiff re-alleges and incorporates herein paragraphs 1 through 31, inclusive, of
25 this Complaint as though fully set forth.

26 53. California Health and Safety Code section 1278(b)(1)(A) prohibits a health
27 facility from retaliating against any employee or member of the medical staff because that person
28 has reported or complained of substandard patient care and/or conditions.

1 54. On many occasions, Plaintiff reported to Defendant GRANT, Ms. Buddemeyer,
2 and other hospital administration personnel about current hospital practices that were not in
3 compliance with regulatory requirements that were putting patients at risk.

4 55. Plaintiff is informed and believes, and thereon alleges that Defendants' adverse
5 employment actions against Plaintiff were a result of Plaintiff's complaints and concerns.
6 Defendants engaged in retaliatory conduct, including, but not limited to: 1) Defendant GRANT
7 telling Plaintiff to "hurry up and find another job", and to "move on and find another job that
8 does not involve technologists"; 2) Defendant GRANT taking Plaintiff's employees into her
9 office to discuss Plaintiff's performance with them; 3) writing up Plaintiff on three (3) separate
10 occasions and subsequently placing Plaintiff on an action plan; 4) forcing Plaintiff to submit an
11 action plan while she was on medical leave; and 5) ultimately, forcing Plaintiff to resign and
12 wrongfully constructively terminating Plaintiff.

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

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

25 58. Defendant KAISER had in place policies and procedures that specifically
26 prohibited and required Defendant KAISER's managers, officers, and agents to prevent
27 retaliation and harassment against and upon employees of Defendant KAISER, based on the
28 policy identified in the California Labor Code and Health & Safety Code. Defendant GRANT

1 was a manager, officer, and/or agent of Defendant KAISER and was aware of Defendant
2 KAISER's policies and procedures requiring Defendant KAISER's managers, officers, and
3 agents to prevent discrimination, retaliation, and harassment against and upon employees of
4 Defendant KAISER. Furthermore, Defendant GRANT maintained broad discretionary powers
5 regarding staffing, managing, hiring, firing, contracting, supervising, assessing and establishing
6 of corporate policy and practice in the Defendant KAISER's facilities. However, Defendant
7 GRANT chose to consciously and willfully ignore said policies and procedures and therefore,
8 her outrageous conduct was fraudulent, malicious, oppressive, and was done in wanton disregard
9 for the rights of Plaintiff and the rights and duties owed by each Defendant to Plaintiff. Each
10 Defendant aided, abetted, participated in, authorized, ratified, and/or conspired to engage in the
11 wrongful conduct alleged above. Plaintiff should, therefore, be awarded exemplary and punitive
12 damages against each Defendant in an amount to be established that is appropriate to punish each
13 Defendant and deter others from engaging in such conduct.

14 59. As a proximate result of the wrongful acts of Defendants, and each of them,
15 Plaintiff has been forced to hire attorneys to prosecute her claims herein, and has incurred and is
16 expected to continue to incur attorneys' fees and costs in connection therewith. Plaintiff is
17 entitled to recover reasonable attorneys' fees and legal costs pursuant to Cal. Health & Safety
18 Code § 1278.5(g).

19 **FOURTH CAUSE OF ACTION**

20 **DISCRIMINATION BASED ON DISABILITY**

21 **IN VIOLATION OF GOVERNMENT CODE § 12940 ET SEQ.**

22 **[FAIR EMPLOYMENT AND HOUSING ACT (FEHA)]**

23 **(Against Defendant KAISER and DOES 1 through 50)**

24 60. Plaintiff incorporates by reference paragraphs 1 through 31, inclusive of this
25 Complaint as if fully set forth at this place. Where any such allegation conflicts with, or
26 contradicts, any other allegation, such allegations are alleged in the alternative.

27 61. At all times herein mentioned, Government Code section 12940 et seq., the Fair
28 Employment and Housing Act ("FEHA"), was in full force and effect and was binding on

1 Defendants, as Defendants regularly employed five (5) or more persons.

2 62. Government Code section 12940, subdivision (a) requires Defendants to refrain
3 from discriminating against any employee on the basis of disability. Per Government Code
4 section 12926.1, subdivision (b), "disability" includes, but is not limited to, protection from
5 discrimination due to actual or perceived impairment that is disabling, potentially disabling, or
6 perceived to be disabling.

7 63. Defendants engaged in unlawful employment practices in violation of the FEHA
8 by discriminating against Plaintiff on the basis of her actual or perceived disability, failing to
9 engage in the interactive process to determine if Plaintiff could be given a reasonable
10 accommodation, and failing to provide Plaintiff with a reasonable accommodation.

11 64. Plaintiff is informed, believes and based thereon alleges that her disability or
12 perceived disability was a motivating factor in Defendants' decision to terminate Plaintiff's
13 employment, in violation of Government Code section 12940, subdivision (a).

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

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

26 67. As a proximate result of the wrongful acts of Defendants, Plaintiff has been
27 forced to hire attorneys to prosecute her claims herein, and has incurred and is expected to
28 continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover

attorneys' fees and costs under Government Code section 12965, subdivision (b).

68. Defendant KAISER had in place policies and procedures that specifically prohibited and required Defendant KAISER's managers, officers, and agents to prevent retaliation and harassment against and upon employees of Defendant KAISER, based on disability. Defendant GRANT was a manager, officer, and/or agent of Defendant KAISER and was aware of Defendant KAISER's policies and procedures requiring Defendant KAISER's managers, officers, and agents to prevent discrimination, retaliation, and harassment against and upon employees of Defendant KAISER. Furthermore, Defendant GRANT maintained broad discretionary powers regarding staffing, managing, hiring, firing, contracting, supervising, assessing and establishing of corporate policy and practice in the Defendant KAISER's facilities. However, Defendant GRANT chose to consciously and willfully ignore said policies and procedures and therefore, her outrageous conduct was fraudulent, malicious, oppressive, and was done in wanton disregard for the rights of Plaintiff and the rights and duties owed by each Defendant to Plaintiff. Each Defendant aided, abetted, participated in, authorized, ratified, and/or conspired to engage in the wrongful conduct alleged above. Plaintiff should, therefore, be awarded exemplary and punitive damages against each Defendant in an amount to be established that is appropriate to punish each Defendant and deter others from engaging in such conduct.

FIFTH CAUSE OF ACTION

HARASSMENT BASED ON DISABILITY

IN VIOLATION OF GOVERNMENT CODE § 12940 ET SEQ. [FEHA]

(Against ALL Defendants)

69. Plaintiff incorporates by reference paragraphs 1 through 31, inclusive, of this Complaint as if fully set forth at this place. Where any such allegation conflicts with, or contradicts, any other allegation, such allegations are alleged in the alternative.

70. At all times herein mentioned, California Government Code sections 12940 *et seq.*, were in full force and effect and were binding on Defendants, as Defendant KAISER regularly employed 5,000 or more persons. The conduct of Defendants, as herein described in this Complaint, constitutes harassment based on disability in violation of California Government

1 Code section 12940(j). The harassment complained of was based on disability (*i.e.*, stress and
2 anxiety) and the harassment complained of was sufficiently severe and/or pervasive so as to alter
3 the conditions of employment and create an abusive working environment.

4 71. Plaintiff informed Defendants of her medical condition in or around February
5 2012. When Plaintiff began suffering from adverse medical conditions resulting from her
6 disability, almost immediately thereafter, she was singled out on the basis of her disability,
7 harassed, and discriminated against by Defendants. Specifically, Defendants failed to
8 accommodate her and instead, Defendant KAISER and Defendant GRANT retaliated against her
9 for requiring time off. Therefore, Plaintiff was subjected to a hostile work environment, as
10 alleged in the Complaint above.

11 72. Defendant KAISER, through its agents, managers, and/or employees, was on
12 actual and constructive notice of the conduct described herein in this Complaint.

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

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

25 75. Defendant KAISER had in place policies and procedures that specifically
26 prohibited and required Defendant KAISER's managers, officers, and agents to prevent
27 retaliation and harassment against and upon employees of Defendant KAISER, based on
28 disability. Defendant GRANT was a manager, officer, and/or agent of Defendant KAISER and

1 was aware of Defendant KAISER's policies and procedures requiring Defendant KAISER's
2 managers, officers, and agents to prevent discrimination, retaliation, and harassment against and
3 upon employees of Defendant KAISER. Furthermore, Defendant GRANT maintained broad
4 discretionary powers regarding staffing, managing, hiring, firing, contracting, supervising,
5 assessing and establishing of corporate policy and practice in the Defendant KAISER's facilities.
6 However, Defendant GRANT chose to consciously and willfully ignore said policies and
7 procedures and therefore, her outrageous conduct was fraudulent, malicious, oppressive, and was
8 done in wanton disregard for the rights of Plaintiff and the rights and duties owed by each
9 Defendant to Plaintiff. Each Defendant aided, abetted, participated in, authorized, ratified,
10 and/or conspired to engage in the wrongful conduct alleged above. Plaintiff should, therefore, be
11 awarded exemplary and punitive damages against each Defendant in an amount to be established
12 that is appropriate to punish each Defendant and deter others from engaging in such conduct.

SIXTH CAUSE OF ACTION

**FAILURE TO PREVENT DISCRIMINATION AND HARASSMENT
IN VIOLATION OF GOVERNMENT CODE § 12940 (j) AND (k)
(Against Defendant KAISER and DOES 1 through 50)**

17 76. Plaintiff incorporates by reference paragraphs 1 through 31, inclusive of this
18 Complaint as if fully set forth at this place. Where any such allegation conflicts with, or
19 contradicts, any other allegation, such allegations are alleged in the alternative.

20 77. At all times mentioned herein, Government Code Sections 12940, et seq.,
21 including but not limited to Section 12940, subdivisions (j) and (k), was in full force and effect
22 and was binding upon Defendants and each of them. These subsections impose on an employer
23 a duty to take immediate and appropriate corrective action to end discrimination and harassment
24 and take all reasonable steps necessary to prevent discrimination and harassment from occurring,
25 among other things.

26 78. Defendants failed to take immediate and appropriate corrective action to end the
27 disability discrimination. Defendants also failed to take all reasonable steps necessary to prevent
28 disability discrimination from occurring.

1 79. In failing and/or refusing to take immediate and appropriate corrective action to
2 end the discrimination and in failing and/or refusing to take and or all reasonable steps necessary
3 to prevent discrimination from occurring, Defendants violated Government Code section 12940,
4 subdivisions (j) and (k), causing Plaintiff to suffer damages as set forth below.

5 80. As a proximate result of the aforesaid acts of Defendants, Plaintiff has suffered
6 actual, consequential and incidental financial losses, including without limitation, loss of salary
7 and benefits, and the intangible loss of employment related opportunities in her field and damage
8 to her professional reputation, all in an amount subject to proof at the time of trial. Plaintiff
9 claims such amounts as damages pursuant to Civil Code section 3287 and/or section 3288 and/or
10 any other provision of law providing for prejudgment interest.

11 81. As a proximate result of the wrongful acts of Defendants, Plaintiff has suffered
12 and continues to suffer emotional distress, humiliation, mental anguish and embarrassment, as
13 well as the manifestation of physical symptoms. Plaintiff is informed and believes, and based
14 thereon alleges, that she will continue to experience said physical and emotional suffering for a
15 period in the future not presently ascertainable, all in an amount subject to proof at the time of
16 trial.

17 82. As a proximate result of the wrongful acts of Defendants, Plaintiff has been
18 forced to hire attorneys to prosecute her claims herein, and has incurred and is expected to
19 continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover
20 attorneys' fees and costs under Government Code section 12965, subdivision (b).

21 83. Defendant KAISER had in place policies and procedures that specifically
22 prohibited and required Defendant KAISER's managers, officers, and agents to prevent
23 retaliation and harassment against and upon employees of Defendant KAISER, based on
24 disability. Defendant GRANT was a manager, officer, and/or agent of Defendant KAISER and
25 was aware of Defendant KAISER's policies and procedures requiring Defendant KAISER's
26 managers, officers, and agents to prevent discrimination, retaliation, and harassment against and
27 upon employees of Defendant KAISER. Furthermore, Defendant GRANT maintained broad
28 discretionary powers regarding staffing, managing, hiring, firing, contracting, supervising,

1 assessing and establishing of corporate policy and practice in the Defendant KAISER's facilities.
2 However, Defendant GRANT chose to consciously and willfully ignore said policies and
3 procedures and therefore, her outrageous conduct was fraudulent, malicious, oppressive, and was
4 done in wanton disregard for the rights of Plaintiff and the rights and duties owed by each
5 Defendant to Plaintiff. Each Defendant aided, abetted, participated in, authorized, ratified,
6 and/or conspired to engage in the wrongful conduct alleged above. Plaintiff should, therefore, be
7 awarded exemplary and punitive damages against each Defendant in an amount to be established
8 that is appropriate to punish each Defendant and deter others from engaging in such conduct.

9 **SEVENTH CAUSE OF ACTION**
10 **FAILURE TO ACCOMMODATE**
11 **IN VIOLATION OF GOVERNMENT CODE § 12940 ET SEQ. [FEHA]**
12 **(Against Defendant KAISER and DOES 1 through 50)**

13 84. Plaintiff incorporates by reference paragraphs 1 through 31, inclusive of this
14 Complaint as if fully set forth at this place. Where any such allegation conflicts with, or
15 contradicts, any other allegation, such allegations are alleged in the alternative.

16 85. At all times herein mentioned, California Government Code section 12940 et seq.,
17 the (FEHA), was in full force and effect and was binding on Defendant and each of them, as
18 Defendant KAISER regularly employed more than 5,000 persons.

19 86. Plaintiff's physical disabilities limited her ability to engage in the major life
20 activity of working.

21 87. Although Defendants, and each of them, knew of Plaintiff's physical disability,
22 Defendants, and each of them, refused to accommodate Plaintiff's disability. Defendants'
23 actions were in direct contravention of FEHA.

24 88. Plaintiff alleges that with reasonable accommodations she could have fully
25 performed all duties and functions of her job in an adequate, satisfactory and/or outstanding
26 manner.

27 89. As a proximate result of the aforesaid acts of Defendants, Plaintiff has suffered
28 actual, consequential and incidental financial losses, including without limitation, loss of salary

1 and benefits, and the intangible loss of employment related opportunities in her field and damage
2 to her professional reputation, all in an amount subject to proof at the time of trial. Plaintiff
3 claims such amounts as damages pursuant to Civil Code section 3287 and/or section 3288 and/or
4 any other provision of law providing for prejudgment interest.

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

11 91. Defendant KAISER had in place policies and procedures that specifically
12 prohibited and required Defendant KAISER's managers, officers, and agents to prevent
13 retaliation and harassment against and upon employees of Defendant KAISER, based on
14 disability. Defendant GRANT was a manager, officer, and/or agent of Defendant KAISER and
15 was aware of Defendant KAISER's policies and procedures requiring Defendant KAISER's
16 managers, officers, and agents to prevent discrimination, retaliation, and harassment against and
17 upon employees of Defendant KAISER. Furthermore, Defendant GRANT maintained broad
18 discretionary powers regarding staffing, managing, hiring, firing, contracting, supervising,
19 assessing and establishing of corporate policy and practice in the Defendant KAISER's facilities.
20 However, Defendant GRANT chose to consciously and willfully ignore said policies and
21 procedures and therefore, her outrageous conduct was fraudulent, malicious, oppressive, and was
22 done in wanton disregard for the rights of Plaintiff and the rights and duties owed by each
23 Defendant to Plaintiff. Each Defendant aided, abetted, participated in, authorized, ratified,
24 and/or conspired to engage in the wrongful conduct alleged above. Plaintiff should, therefore, be
25 awarded exemplary and punitive damages against each Defendant in an amount to be established
26 that is appropriate to punish each Defendant and deter others from engaging in such conduct.

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

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

3 **EIGHTH CAUSE OF ACTION**

4 **FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS**
5 **IN VIOLATION OF GOVERNMENT CODE § 12940 ET SEQ. [FEHA]**

6 **(Against Defendant KAISER and DOES 1 through 50)**

7 93. Plaintiff incorporates by reference paragraphs 1 through 31, inclusive of this
8 Complaint as if fully set forth at this place. Where any such allegation conflicts with, or
9 contradicts, any other allegation, such allegations are alleged in the alternative.

10 94. Government Code section 12940, subdivision (h) provides that it is unlawful for
11 an employer to fail to engage in a timely, good faith, interactive process with the employee to
12 determine effective reasonable accommodations, if any.

13 95. Defendants failed to engage in a timely, good faith, interactive process with
14 Plaintiff to determine effective reasonable accommodations for Plaintiff's known disability, and
15 instead Defendants terminated Plaintiff's employment.

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

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

28 ///

1 98. Defendant KAISER had in place policies and procedures that specifically
2 prohibited and required Defendant KAISER's managers, officers, and agents to prevent
3 retaliation and harassment against and upon employees of Defendant KAISER, based on
4 disability. Defendant GRANT was a manager, officer, and/or agent of Defendant KAISER and
5 was aware of Defendant KAISER's policies and procedures requiring Defendant KAISER's
6 managers, officers, and agents to prevent discrimination, retaliation, and harassment against and
7 upon employees of Defendant KAISER. Furthermore, Defendant GRANT maintained broad
8 discretionary powers regarding staffing, managing, hiring, firing, contracting, supervising,
9 assessing and establishing of corporate policy and practice in the Defendant KAISER's facilities.
10 However, Defendant GRANT chose to consciously and willfully ignore said policies and
11 procedures and therefore, her outrageous conduct was fraudulent, malicious, oppressive, and was
12 done in wanton disregard for the rights of Plaintiff and the rights and duties owed by each
13 Defendant to Plaintiff. Each Defendant aided, abetted, participated in, authorized, ratified,
14 and/or conspired to engage in the wrongful conduct alleged above. Plaintiff should, therefore, be
15 awarded exemplary and punitive damages against each Defendant in an amount to be established
16 that is appropriate to punish each Defendant and deter others from engaging in such conduct.

17 99. As a proximate result of the wrongful acts of Defendants, Plaintiff has been
18 forced to hire attorneys to prosecute her claims herein, and has incurred and is expected to
19 continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover
20 attorneys' fees and costs under Government Code section 12965, subdivision (b).

21 **NINTH CAUSE OF ACTION**
22 **WRONGFUL CONSTRUCTIVE TERMINATION**
23 **IN VIOLATION OF PUBLIC POLICY**
24 **(Against Defendant KAISER and DOES 1 through 50)**

25 100. Plaintiff re-alleges and incorporates herein paragraphs 1 through 31, inclusive, of
26 this Complaint as though fully set forth.

27 101. At all times mentioned, the public policy of the State of California is to prohibit
28 employers from discriminating, harassing and retaliating against any individual who engages in

1 conduct protected by California Labor Code § 1102.5 and California Health & Safety Code §
2 1278.5.

3 102. Further, at all times mentioned, the public policy of the State of California, as
4 codified, expressed and mandated in Government Code section 12940, is to prohibit employers
5 from discriminating, harassing and retaliating against any individual on the basis of disability.

6 103. This public policy of the State of California is designed to protect all employees
7 and to promote the welfare and well-being of the community at large. Accordingly, the actions
8 of Defendants, as described herein, were wrongful and in contravention of the express public
9 policy of the State of California, to wit, the policy set forth in California Labor Code § 1102.5
10 and California Health & Safety Code § 1278.5 and the laws and regulations promulgated
11 thereunder.

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

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

23 106. Defendant KAISER had in place policies and procedures that specifically
24 prohibited and required Defendant KAISER's managers, officers, and agents to prevent
25 retaliation and harassment against and upon employees of Defendant KAISER, based on the
26 policy identified in the California Labor Code and Health & Safety Code. Defendant GRANT
27 was a manager, officer, and/or agent of Defendant KAISER and was aware of Defendant
28 KAISER's policies and procedures requiring Defendant KAISER's managers, officers, and

agents to prevent discrimination, retaliation, and harassment against and upon employees of Defendant KAISER. Furthermore, Defendant GRANT maintained broad discretionary powers regarding staffing, managing, hiring, firing, contracting, supervising, assessing and establishing of corporate policy and practice in the Defendant KAISER's facilities. However, Defendant GRANT chose to consciously and willfully ignore said policies and procedures and therefore, her outrageous conduct was fraudulent, malicious, oppressive, and was done in wanton disregard for the rights of Plaintiff and the rights and duties owed by each Defendant to Plaintiff. Each Defendant aided, abetted, participated in, authorized, ratified, and/or conspired to engage in the wrongful conduct alleged above. Plaintiff should, therefore, be awarded exemplary and punitive damages against each Defendant in an amount to be established that is appropriate to punish each Defendant and deter others from engaging in such conduct.

TENTH CAUSE OF ACTION

WRONGFUL CONSTRUCTIVE TERMINATION

IN VIOLATION OF GOVERNMENT CODE § 12940 ET SEQ. [FEHA]

(Against Defendant KAISER and DOES 1 through 50)

107. Plaintiff incorporates by reference paragraphs 1 through 31, inclusive of this Complaint as if fully set forth at this place. Where any such allegation conflicts with, or contradicts, any other allegation, such allegations are alleged in the alternative.

108. At all times herein mentioned, Government Code section 12940 et seq. was in full force and effect and was binding on Defendant and each of them, as Defendant regularly employed 5,000 or more persons. Government Code section 12940, subdivision (a) provides that it is unlawful for an employer, to discharge a person from employment or discriminate against them in compensation or as to the terms, conditions or privileges of employment based on disability.

109. Defendants terminated Plaintiff's employment in violation of the FEHA.

110. As a proximate result of the aforesaid acts of Defendants, Plaintiff has suffered actual, consequential and incidental financial losses, including without limitation, loss of salary and benefits, and the intangible loss of employment related opportunities in her field and damage

1 to her professional reputation, all in an amount subject to proof at the time of trial. Plaintiff
2 claims such amounts as damages pursuant to Civil Code section 3287 and/or section 3288 and/or
3 any other provision of law providing for prejudgment interest.

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

10 112. Defendant KAISER had in place policies and procedures that specifically
11 prohibited and required Defendant KAISER's managers, officers, and agents to prevent
12 retaliation and harassment against and upon employees of Defendant KAISER, based on
13 disability. Defendant GRANT was a manager, officer, and/or agent of Defendant KAISER and
14 was aware of Defendant KAISER's policies and procedures requiring Defendant KAISER's
15 managers, officers, and agents to prevent discrimination, retaliation, and harassment against and
16 upon employees of Defendant KAISER. Furthermore, Defendant GRANT maintained broad
17 discretionary powers regarding staffing, managing, hiring, firing, contracting, supervising,
18 assessing and establishing of corporate policy and practice in the Defendant KAISER's facilities.
19 However, Defendant GRANT chose to consciously and willfully ignore said policies and
20 procedures and therefore, her outrageous conduct was fraudulent, malicious, oppressive, and was
21 done in wanton disregard for the rights of Plaintiff and the rights and duties owed by each
22 Defendant to Plaintiff. Each Defendant aided, abetted, participated in, authorized, ratified,
23 and/or conspired to engage in the wrongful conduct alleged above. Plaintiff should, therefore, be
24 awarded exemplary and punitive damages against each Defendant in an amount to be established
25 that is appropriate to punish each Defendant and deter others from engaging in such conduct.

26 113. As a proximate result of the wrongful acts of Defendants, Plaintiff has been
27 forced to hire attorneys to prosecute her claims herein, and has incurred and is expected to
28 continue to incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover

attorneys' fees and costs under Government Code section 12965, subdivision (b).

WHEREFORE, Plaintiff prays for judgment as follows:

1. For general damages, according to proof;
2. For special damages, according to proof;
3. For loss of earnings, according to proof;
4. For declaratory relief, according to proof;
5. For injunctive relief, according to proof;
6. For attorneys' fees, according to proof;
7. For prejudgment interest, according to proof;
8. For punitive and exemplary damages, according to proof;
9. For costs of suit incurred herein; and
10. For such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury.

DATED: January 30, 2014

JML LAW, A Professional Law Corporation

By: 

JOSEPH M. LOVRETOVICH

ELLEN E. COHEN

JASON M. YANG

DENISSE LOPEZ C.

Attorneys for Plaintiff RHONDA ROWLEY

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

Joseph M. Lovretovich; Ellen E. Cohen; Jason M. Yang SBN: 73403; 258131; 287311

JML Law, APLC

21052 Oxnard Street, Woodland Hills, CA 91367

TELEPHONE NO.: 818-610-8800

FAX NO.: 818-610-3030

ATTORNEY FOR (Name): RHONDA ROWLEY

FOR COURT USE ONLY

FILED
 Superior Court of California
 County of Los Angeles

JAN 31 2014

Sherri R. Carter, Executive Officer/Clerk

By Judi Lars Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS: 111 North Hill Street

CITY AND ZIP CODE: Los Angeles, 90012

BRANCH NAME: Central

CASE NAME: RHONDA ROWLEY v THE PERMANENTE MEDICAL GROUP, INC.
et al.

CIVIL CASE COVER SHEET

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

Complex Case Designation

☐ Counter ☐ Joinder

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: **BC 584964**

JUDGE:

DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

☐ Auto (22)
☐ Uninsured motorist (46)

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

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

Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (27)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment:

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

Contract

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

Real Property

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

Unlawful Detainer

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

Judicial Review

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

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

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

Enforcement of Judgment

☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

☐ RICO (27)
☐ Other complaint (not specified above) (4)

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

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

3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): Ten (10)

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: January 31, 2014

Joseph M. Lovretovich; Ellen E. Cohen; Jason M. Yang

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 5-7 ☐ HOURS/ ☒ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons (See Step 3 Above)
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1., 2., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4.,
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1., 4.
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.
		<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.

SHORT TITLE: RHONDA ROWLEY v THE PERMANENTE MEDICAL GROUP, INC., et al.

CASE NUMBER

Non-Personal Injury/Property
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2, 3.
Wrongful Termination (36)	<input checked="" type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach - Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute (not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: RHONDA ROWLEY v THE PERMANENTE MEDICAL GROUP,
INC., et al.

CASE NUMBER

Judicial Review

Provisionally Complex Litigation

Enforcement
of Judgment

Miscellaneous
Civil Complaints

Miscellaneous
Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ/Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: RHONDA ROWLEY v THE PERMANENTE MEDICAL GROUP,
INC., et al.

CASE NUMBER

03, 3, 10
std. 3, 10
2003

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: 9333 E. Imperial Hwy		
CITY: Downey	STATE: CA	ZIP CODE: 90242			

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: January 31, 2014

(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.