

SUMMONS ISSUED

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STEPHEN H. NASH CLERK OF THE COURT  
SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA  
By S. PASSOT Deputy Clerk

PER LOCAL RULE 5.110  
CASE IS ASSIGNED TO  
DEPT 3020

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF CONTRA COSTA**

**MARTINEZ DIVISION**

**014-02075**

EDGAR DEGUZMAN, an individual,

CASE NO. \_\_\_\_\_

Plaintiff,

**COMPLAINT FOR:**

v.

KAISER FOUNDATION HEALTH PLAN,  
INC, a Non Profit Corporation; KFORCE  
FLEXIBLE SOLUTIONS, LLC, a Florida  
Limited Liability Company; THOMAS FRY,  
an individual; and DOES 1 - 100, inclusive,

Defendants.

1. **RACIAL DISCRIMINATION IN VIOLATION OF THE FAIR EMPLOYMENT AND HOUSING ACT ("FEHA");**
2. **WRONGFUL TERMINATION IN VIOLATION OF FEHA;**
3. **RETALITION IN VIOLATION OF FEHA;**
4. **DISABILITY DISCRIMINATION IN VIOLATION OF ("FEHA")**
5. **RETALITION IN VIOLATION OF FEHA FOR ENGAGING IN PROTECTED ACTIVITY;**
6. **SLANDER;**
7. **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS; and**
8. **AGE DISCRIMINATION IN VIOLATION OF THE FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")**

**DEMAND FOR JURY TRIAL**

1 Plaintiff EDGAR DEGUZMAN complains and pleads as follows:

2 **GENERAL ALLEGATIONS**

3 1. At all relevant times, Plaintiff EDGAR DEGUZMAN ("Plaintiff" or "Mr.  
4 Deguzman") was and now is an individual residing in the County of Contra Costa, State of  
5 California.

6 2. At all relevant times, Defendant KAISER FOUNDATION HEALTH PLAN, INC.  
7 ("Kaiser") was and now is a corporation organized and existing under the laws of the State of  
8 California.

9 3. At all relevant times, Defendants KFORCE FLEXIBLE SOLUTIONS, LLC  
10 ("Kforce") was and is a Florida corporation doing business in California in Contra Costa County.

11 4. At all relevant times, Defendant THOMAS FRY ("Fry") was and now is an  
12 individual working at Kaiser in the County of Contra Costa, State of California.

13 5. Plaintiff is informed and believes and based thereon alleges that each Defendant was  
14 the agent and employee of its Co-Defendants, and in doing the things alleged in this Complaint was  
15 acting within the course and scope of that agency and employment.

16 6. The true names and capacities of Defendants sued herein as Does 1 through 100,  
17 inclusive, are unknown to Plaintiff, but Plaintiff will amend this Complaint when and if the true  
18 names of said Defendants become known to him. Plaintiff is informed and believes and based  
19 thereon alleges that each of the Defendants sued herein as a Doe is responsible in some manner for  
20 the events and happenings herein set forth and proximately caused injury and damages, and any  
21 reference to "Defendants" shall mean "Defendants and each of them."

22 7. Mr. Deguzman is an IT professional with more than 10 years of experience with  
23 Desktop, Helpdesk and Field Support experience supporting end users on various operating  
24 systems and software applications. He holds at least a dozen certificates, including three specialist  
25 certificates. His technical skills include working on hardware, networking, software, and operating  
26 system platforms.

27 8. Defendant Kforce is a professional staffing agency that places technology  
28 professionals in temporary and permanent positions. Mr. Deguzman applied for positions with and



1 through Kforce around October 2011 seeking placement opportunities in technology positions as  
2 an IT professional.

3 9. In November 2011, Kforce contacted Mr. Deguzman about an opportunity at Kaiser  
4 in its Antioch location. Kaiser was looking for a candidate with Mr. Deguzman's experience for a  
5 PC Refresh project. Mr. Deguzman has certificates as a specialist with respect to some of the skills  
6 listed in the job duties and identified as requirements for Kaiser's PC Refresh Position.

7 10. During the interview process, Chelsea Hanley, from Kforce, told Mr. Deguzman  
8 that the Kaiser position would be a one-year contract. His first day in the position was around  
9 December 12, 2014. However, when he was hired, he was paid substantially less than Caucasians  
10 with similar work experience performing similar job duties. Both Kforce and Kaiser refused to pay  
11 him a fair wage. He was paid about \$18 per hour instead of closer to \$25 per hour.

12 11. Mr. Deguzman reported to Tom Fry ("Fry") at Kaiser, a Caucasian male. Fry  
13 handled Mr. Deguzman's initial training. Ed Samonte ("Samonte") trained him shortly thereafter.  
14 Bill Kazynski ("Kazynski") also worked with Mr. Deguzman and performed the same job duties  
15 for the PC Refresh position. Samonte trained Kazynski as well.

16 12. Kazynski is a Caucasian male under the age of 40 with less IT experience than Mr.  
17 Deguzman. In fact, Kazynski did not hold the same certificates as Mr. Deguzman, nor was he  
18 considered a specialist in any of the categories of technology in which Mr. Deguzman held  
19 certificates as a specialist. Kazynski's experience was primarily in web design, not technical  
20 support.

21 13. Mr. Deguzman learned quickly during his training and was recognized for learning  
22 Kaiser's needs and its process in a short amount of time. In fact, after only two days of training,  
23 Fry told Mr. Deguzman that he was impressed with how quickly Mr. Deguzman learned the tasks,  
24 and that most people required at least three days of training. Notably, Kazynski's training did not  
25 progress as quickly as Mr. Deguzman's training.

26 14. However, the day after Fry complimented Mr. Deguzman in person (Deguzman's  
27 third day on the job), Fry spoke negatively and dishonestly about him to others. On around  
28 December 15, 2014, Mr. Deguzman overheard Fry talking about him on the phone. Fry mentioned

1 Mr. Deguzman's name several times during the conversation, and he dishonestly stated that Mr.  
2 Deguzman was learning too slowly and needed to be watched very carefully. Fry also inaccurately  
3 described Mr. Deguzman as "raw." Fry was making false statements about Mr. Deguzman, and  
4 was giving the impression to the listener that Mr. Deguzman was less intelligent, less experienced,  
5 mistake prone, and not deserving of trust and being relied-upon. Fry was demeaning Mr.  
6 Deguzman as a capable professional and negating his true skills and abilities by making patently  
7 false statements and presenting them as true facts.

8 15. Mr. Deguzman heard Fry use his name several times, loudly and clearly. And one  
9 of Mr. Deguzman's coworkers verified that Fry made these comments about Mr. Deguzman.

10 16. The following day – which was Mr. Deguzman's fourth day working at Kaiser – Mr.  
11 Deguzman and Kazynski worked side by side with Samonte. Samonte was already familiar with  
12 Kazynski and his performance on the PC Refresh project because Kazynski started working about  
13 one week before Mr. Deguzman.

14 17. Samonte observed Kazynski and had informed Mr. Deguzman that he believed  
15 Kazynski had been hired to work as a lead but that he seemed to be slow. Samonte and Mr.  
16 Deguzman discussed that Kazynski was in his second week on the job but still seemed to be  
17 learning things that he should have been better at performing after two weeks on the project.

18 18. Samonte also mentioned that he had informed Fry that Kazynski was slow  
19 performing his job duties and was not performing consistent with expectations. According to  
20 Samonte, Fry was not interested in the feedback about Kazynski and did not seem bothered by  
21 Samonte's report. Fry's bias in favor of Kazynsky is consistent with his bias against Mr.  
22 Deguzman. Fry blatantly told Mr. Deguzman he could not speak his native tongue, Tagalog, at  
23 work.

24 19. On around December 20, 2014, Mr. Deguzman had a migraine headache before  
25 work. When Mr. Deguzman has migraine headaches, he is unable to perform many of his regular  
26 life functions. He has difficulty with light, his head is in tremendous pain, he is not comfortable  
27 speaking, it is unsafe for him to drive, and he typically needs to take medication and/or rest until  
28 the migraine headache subsides.



1 20. Mr. Deguzman was unable to work on December 20, 2014, because of his migraine  
2 headache. So he called to inform Kaiser of his migraine headache and his inability to report to  
3 work.

4 21. The very next day following Mr. Deguzman's migraine headache and inability to  
5 report to work, Kaiser fired him. Chelsea Hanley from Kforce called Mr. Deguzman to report the  
6 bad news. However, Hanley had the courage to state – without reservation or hesitation – that she  
7 was concerned with Mr. Deguzman's decision to take a sick day so early in his assignment. She  
8 also explained that his decision to take a sick day could have been the reason his assignment ended.

9 22. Kaiser, on the other hand, was not as courageous as Hanley. Instead of admitting  
10 that one of the reasons they fired Mr. Deguzman was because he had a disability that required an  
11 accommodation, Kaiser explained that Mr. Deguzman was not learning quickly enough.  
12 Presumably, Kaiser's argument was that Kazynski was learning faster than Mr. Deguzman. In  
13 reality, Kazynski was not as qualified for the position as Mr. Deguzman, and his performance was  
14 less satisfactory than Mr. Deguzman's. In fact, Kazynski continued to struggle in the PC Refresh  
15 position at least two months after Kaiser wrongfully terminated Mr. Deguzman. According to Fry  
16 only one week before firing Mr. Deguzman, Mr. Deguzman was learning much faster than most.

17 23. After firing Mr. Deguzman, Kaiser hired a Caucasian male under the age of 40 to  
18 replace him. Mr. Deguzman reported to Kforce he believed he was discriminated against on the  
19 basis of race. Although Kforce acted as if it conducted an investigation into Mr. Deguzman's  
20 concerns, in reality, it failed to interview key witnesses and it ignored facts that it could have easily  
21 corroborated. Additionally, as punishment for complaining about Kforce's client mistreating Mr.  
22 Deguzman, Kforce refused to provide Mr. Deguzman with any future placement opportunities with  
23 its clients.

#### 24 **FIRST CAUSE OF ACTION**

#### 25 **RACIAL DISCRIMINATION IN VIOLATION OF THE FAIR EMPLOYMENT AND**

#### 26 **HOUSING ACT ("FEHA")**

#### 27 **(Against Kaiser)**

28 24. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 23,

1 inclusive, of this Complaint as though fully set forth herein.

2 25. At all relevant times herein, Defendant was and is an employer within the meaning  
3 of the California Fair Employment and Housing Act ("FEHA"), and as such, was barred from  
4 discriminating and retaliating against employees on the basis of, inter alia, race, and required to  
5 take all reasonable steps to prevent discrimination from occurring, as set forth in Government Code  
6 Sections 12940 et seq.

7 26. At all relevant times herein, Plaintiff was an employee covered by Government  
8 Code sections 12940 et seq., prohibiting discrimination and retaliation on the basis of his race.

9 27. By its conduct, Defendant discriminated, harassed, alienated and retaliated against  
10 Plaintiff on the basis of his race by terminating his employment.

11 28. As a proximate result of the wrongful conduct of Defendant, Plaintiff has sustained  
12 substantial losses in earnings and other employment benefits in an amount according to proof at the  
13 time of trial.

14 29. As a further proximate result of the wrongful conduct of Defendant, Plaintiff has  
15 suffered and continues to suffer humiliation, lack of self-confidence, embarrassment, emotional  
16 distress and mental anguish, all to his damage in an amount according to proof at the time of trial.

17 30. In doing the acts herein alleged, Defendant acted with oppression, fraud, malice, and  
18 in the conscious disregard of the rights of Plaintiff, and Plaintiff is therefore entitled to punitive  
19 damages in an amount according to proof at the time of trial.

20 31. Plaintiff is entitled to costs and reasonable attorneys' fees pursuant to California  
21 Government Code section 12965(b).

## 22 **SECOND CAUSE OF ACTION**

### 23 **WRONGFUL TERMINATION IN VIOLATION OF FEHA**

24 **(Against Kaiser)**

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

27 33. At all relevant times herein, Plaintiff was an employee covered by Government  
28 Code sections 12940, et seq., prohibiting racial and gender-based harassment.



34. At all relevant times herein, Defendant was an employer within the meaning of Government Code section 12926(d) and as such, was barred from making employment decisions on the basis of race as set forth in Government Code sections 12940, et seq.

35. As a proximate result of the wrongful conduct of Defendant, Plaintiff has sustained substantial losses in earnings and other employment benefits in an amount according to proof at the time of trial. As a further proximate result of the wrongful conduct of Defendant, Plaintiff has suffered and continues to suffer humiliation, embarrassment, emotional distress and mental anguish, all to his damage in an amount according to proof at the time of trial.

36. In doing the acts herein alleged, Defendant acted with oppression, fraud, malice, and in the conscious disregard of the rights of Plaintiff, and Plaintiff is therefore entitled to punitive damages in an amount according to proof at the time of trial. Plaintiff is entitled to costs and reasonable attorney's fees pursuant to Government Code Section 12965(b).

### **THIRD CAUSE OF ACTION**

#### **RETALIATION**

#### **(Against Kaiser)**

37. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 36, inclusive, of this Complaint as though fully set forth herein.

38. Based on the above-alleged conduct, Defendant retaliated against Plaintiff for asserting rights to take a protected leave of absence as an accommodation by terminating Plaintiff's employment.

39. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered special damages in the form of lost earnings, benefits and/or out-of-pocket expenses in an amount according to proof at trial. As a further direct and proximate result of Defendant's conduct, Plaintiff will suffer additional special damages in the form of lost future earnings, benefits and/or other prospective damages in an amount according to proof at trial.

40. As a further proximate result of the wrongful conduct of Defendant, Plaintiff has suffered and continues to suffer humiliation, lack of self-confidence, embarrassment, emotional distress and mental anguish, all to his damage in an amount according to proof at the time of trial.

1 41. In doing the acts herein alleged, Defendant acted with oppression, fraud, malice, and  
2 in the conscious disregard of the rights of Plaintiff, and Plaintiff is therefore entitled to punitive  
3 damages in an amount according to proof at the time of trial. Plaintiff is entitled to costs and  
4 reasonable attorney's fees pursuant to Government Code Section 12965(b).

5 **FOURTH CAUSE OF ACTION**

6 **DISABILITY DISCRIMINATION**

7 **(Against Kaiser)**

8 42. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 41,  
9 inclusive, of this Complaint as though fully set forth herein.

10 43. At all relevant times herein, Defendant was and is an employer within the meaning  
11 of the California Fair Employment and Housing Act ("FEHA"), and as such, was barred from  
12 discriminating and retaliating against employees on the basis of, inter alia, disability as set forth in  
13 Government Code Sections 12940 et seq.

14 44. At all relevant times herein, Plaintiff was an employee covered by Government  
15 Code sections 12940 et seq. and Plaintiff had a disability covered by FEHA. By its conduct,  
16 Defendant harassed, discriminated and retaliated against Plaintiff on the basis of his disability, and  
17 failed to provide with a reasonable accommodation and/or engage in the interactive process.

18 45. Pursuant to the FEHA, Defendant was required to provide reasonable  
19 accommodations for the known disability of an employee, and to engage in a timely, good faith,  
20 interactive process to accomplish that goal as set forth in Government Code Sections 12940 et seq.

21 46. As a proximate result of the wrongful conduct of Defendant, Plaintiff has sustained  
22 substantial losses in earnings and other employment benefits in an amount according to proof at the  
23 time of trial.

24 47. As a further proximate result of the wrongful conduct of Defendant, Plaintiff has  
25 suffered and continues to suffer humiliation, lack of self-confidence, embarrassment, emotional  
26 distress and mental anguish, all to his damage in an amount according to proof at the time of trial.

27 ///

28 ///



**FIFTH CAUSE OF ACTION**

**RETALIATION FOR ENGAGING IN PROTECTED ACTIVITY**

**(Against Kforce)**

48. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 47, inclusive, of this Complaint as though fully set forth herein.

49. Based on the above-alleged conduct, Defendant retaliated against Plaintiff for opposing and reporting discriminatory and retaliatory conduct and for asserting rights to take a protected leave of absence by alienating and ultimately terminating Plaintiff's employment.

50. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered special damages in the form of lost earnings, benefits and/or out-of-pocket expenses in an amount according to proof at trial. As a further direct and proximate result of Defendant's conduct, Plaintiff will suffer additional special damages in the form of lost future earnings, benefits and/or other prospective damages in an amount according to proof at trial.

51. As a further proximate result of the wrongful conduct of Defendant, Plaintiff has suffered and continues to suffer humiliation, lack of self-confidence, embarrassment, emotional distress and mental anguish, all to his damage in an amount according to proof at the time of trial.

52. In doing the acts herein alleged, Defendant acted with oppression, fraud, malice, and in the conscious disregard of the rights of Plaintiff, and Plaintiff is therefore entitled to punitive damages in an amount according to proof at the time of trial. Plaintiff is entitled to costs and reasonable attorney's fees pursuant to Government Code Section 12965(b).

**SIXTH CAUSE OF ACTION**

**SLANDER**

**(Against Kaiser and Fry)**

53. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 52, inclusive, of this Complaint as though fully set forth herein.

54. Based on the above-alleged conduct, Defendants defamed and slandered Plaintiff's name, reputation, and professional reputation. Fry, a Kaiser supervisor or manager, knowingly, intentionally, and maliciously falsely and inaccurately described Mr. Deguzman as incompetent,

1 less intelligent, less capable, less qualified, an prone to mistakes. He did so for the purpose of  
2 being able to terminate Mr. Deguzman on the basis of his race and as a pretextual justification for  
3 that termination. He also did so pursuant to his preferences for Caucasians that speak English.

4 55. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered  
5 special damages in the form of lost earnings, benefits and/or out-of-pocket expenses in an amount  
6 according to proof at trial. As a further direct and proximate result of Defendants' conduct,  
7 Plaintiff will suffer additional special damages in the form of lost future earnings, benefits and/or  
8 other prospective damages in an amount according to proof at trial.

9 56. As a further proximate result of the wrongful conduct of Defendants, Plaintiff has  
10 suffered and continues to suffer humiliation, lack of self-confidence, embarrassment, emotional  
11 distress and mental anguish, all to his damage in an amount according to proof at the time of trial.

12 57. In doing the acts herein alleged, Defendants acted with oppression, fraud, malice,  
13 and in the conscious disregard of the rights of Plaintiff, and Plaintiff is therefore entitled to punitive  
14 damages in an amount according to proof at the time of trial.

#### 15 **SEVENTH CAUSE OF ACTION**

#### 16 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

17 **(Against All Defendants)**

18 58. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 57,  
19 inclusive, of this Complaint as though fully set forth herein.

20 59. The conduct of Defendants as set forth above was so extreme and outrageous that it  
21 exceeded the boundaries of a decent society and lies outside the compensation bargain. Said  
22 conduct was intended to cause Plaintiff severe emotional distress, or was done in conscious  
23 disregard of the probability of causing severe emotional distress. Said conduct was also in direct  
24 violation of California public policy.

25 60. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered  
26 and continues to sustain substantial losses in earnings and other employment benefits in an amount  
27 according to proof at the time of trial.

28 61. As a further proximate result of the wrongful conduct of Defendants, Plaintiff has



1 suffered and continues to suffer humiliation, lack of self-confidence, embarrassment, emotional  
2 distress and mental anguish, all to his damage in an amount according to proof at the time of trial.

3 62. In doing the acts herein alleged, Defendants acted with oppression, fraud, malice  
4 and in conscious disregard of the rights of Plaintiff, and Plaintiff is therefore entitled to punitive  
5 damages in an amount according to proof at the time of trial.

## 6 **EIGHTH CAUSE OF ACTION**

### 7 **AGE DISCRIMINATION**

8 **(Against Kforce)**

9 63. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 62,  
10 inclusive, of this Complaint as though fully set forth herein.

11 64. At all relevant times herein, Defendant was and is an employer within the meaning  
12 of the California Fair Employment and Housing Act ("FEHA"), and as such, was barred from  
13 discriminating and retaliating against employees on the basis of, inter alia, age, and required to take  
14 all reasonable steps to prevent discrimination from occurring, as set forth in Government Code  
15 Sections 12940 et seq.

16 65. At all relevant times herein, Plaintiff was an employee covered by Government  
17 Code sections 12940 et seq., prohibiting discrimination and retaliation on the basis of his age.  
18 By its conduct, Defendant discriminated, harassed, alienated and retaliated against Plaintiff on the  
19 basis of his age by terminating his employment.

20 66. As a proximate result of the wrongful conduct of Defendant, Plaintiff has sustained  
21 substantial losses in earnings and other employment benefits in an amount according to proof at the  
22 time of trial.

23 67. As a further proximate result of the wrongful conduct of Defendant, Plaintiff has  
24 suffered and continues to suffer humiliation, lack of self-confidence, embarrassment, emotional  
25 distress and mental anguish, all to his damage in an amount according to proof at the time of trial.  
26 In doing the acts herein alleged, Defendant acted with oppression, fraud, malice, and in the  
27 conscious disregard of the rights of Plaintiff, and Plaintiff is therefore entitled to punitive damages  
28 in an amount according to proof at the time of trial.

68. Plaintiff is entitled to costs and reasonable attorneys' fees pursuant to California Government Code section 12965(b).

**PRAYER FOR RELIEF**

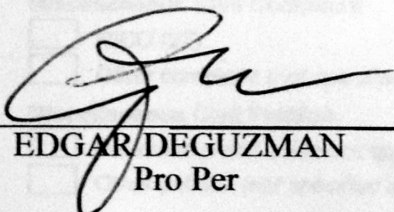
WHEREFORE, Plaintiff respectfully prays for judgment against Defendants, and each of them, according to proof, as follows:

1. For general and special damages, including lost wages, in a sum in excess of the minimum jurisdictional limit of this Court, according to proof at trial;
2. For interest at the maximum legal rate;
3. For reasonable attorney's fees;
4. For costs of suit incurred herein;
5. For exemplary and punitive damages; and
6. For such other and further relief as the Court may deem just and proper.

DATED: November 4, 2014

Plaintiff

By: \_\_\_\_\_

  
EDGAR DEGUZMAN  
Pro Per

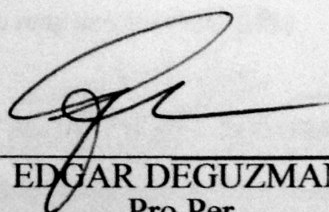
**DEMAND FOR JURY TRIAL**

Plaintiff hereby requests a jury trial on the claims so triable.

DATED: November 4, 2014

Plaintiff

By: \_\_\_\_\_

  
EDGAR DEGUZMAN  
Pro Per