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**Attorneys for Plaintiff**  
CHALEUN KHAMPHOUVONG

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO – CENTRAL DISTRICT**

CHALEUN KHAMPHOUVONG, an  
individual,

Plaintiff,

vs.

KAISER PERMANENTE, INC., a  
California Corporation; and DOES 1-50,  
inclusive,

Defendants.

Case No.: 37-2019-00009046-CU-WT-CTL

**COMPLAINT FOR:**

1. **DISCRIMINATION IN VIOLATION OF THE FEHA;**
2. **HARASSMENT IN VIOLATION OF THE FEHA;**
3. **FAILURE TO ACCOMMODATE IN VIOLATION OF THE FEHA;**
4. **FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN VIOLATION OF THE FEHA;**
5. **FAILURE TO PREVENT IN VIOLATION OF THE FEHA;**
6. **RETALIATION IN VIOLATION OF THE FEHA;**
7. **WRONGFUL TERMINATION IN VIOLATION OF THE FEHA; and**
8. **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY.**

**DEMAND FOR JURY TRIAL**

Plaintiff, CHALEUN KHAMPHOUVONG hereby brings his employment complaint  
against the above-named Defendants and states and alleges as follows:

**PRELIMINARY ALLEGATIONS**

1. At all times mentioned herein, CHALEUN KHAMPHOUVONG was a resident of the State of California.

2. At all times mentioned herein, Defendant KAISER PERMANENTE, INC., was a California Corporation, and licensed to do business under the laws of the state of California, in the county of San Diego. At the time the causes of action arose, Defendant was Plaintiff's employer.

3. The true names and capacities, whether individual, corporate, associate or otherwise of DOES 1 through 50 are unknown to Plaintiff who therefore sues these defendants under said fictitious names. Plaintiff is informed and believes that each of the defendants named as a Doe defendant is legally responsible in some manner for the events referred to in this Complaint, is either negligently, willfully, wantonly, recklessly, tortuously, strictly liable, statutorily liable or otherwise, for the injuries and damages described below to this Plaintiff. Plaintiff will in the future seek leave of this court to show the true names and capacities of these Doe defendants when it has been ascertained.

4. Plaintiff is informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent to this action as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.

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

**ALLEGATIONS**

6. Defendants hired Plaintiff to work as an account administrative representative on or around December 22, 2014. Defendants wrongfully terminated Plaintiff's employment on or about January 12, 2018.

7. Throughout Plaintiff's employment with Defendant, Plaintiff performed his job duties in an exemplary fashion.

1           8. On or around December 15, 2016, Plaintiff was called into a meeting with his  
2 manager Kathy Prazen for investigation of excessive breaks. Plaintiff's reason for his excessive  
3 breaks was a medical issue.

4           9. Later in the day of December 15, 2016, Plaintiff went to the doctor and was  
5 diagnosed with IBS (Irritable Bowel Syndrome) by Dr. Jansson-Schumacher, an IBS Specialist.  
6 Dr. Jansson-Schumacher gave Plaintiff a doctor's note with restrictions of "additional breaks up  
7 to 5 per day lasting 10-15 minutes each from 1/24/2017-1/24/2018".

8           10. On or around January 11, 2017, Plaintiff was placed on Level 4 Corrective Action  
9 Day of Decision leave from January 12, 2017 to January 13, 2017. The corrective action was  
10 due to time card fraud that occurred on or around November 2016, because Plaintiff was away at  
11 his desk excessively at the start of his shift.

12           11. On or around January 25, 2017, Plaintiff met with the Angela Smith (HR Leave &  
13 Disability Management Specialist) to discuss if they could reasonably accommodate him.  
14 Plaintiff was told that he could continue to do his job with the restrictions stated above.

15           12. On or around January 27, 2017, Plaintiff's manager, Kathy Prazen, told him that he  
16 didn't need to email her every time Plaintiff needed to step away from his desk and use the  
17 restroom.

18           13. From on or about January 27, 2017 to September 14, 2017, Plaintiff had been taking  
19 his breaks and was being accommodated without issue without clocking in and out. Plaintiff was  
20 not clocking in and out for the breaks as he had a conversation with Kathy Prezina and Angela  
21 Smith at the end of January 2017, where they discussed and agreed that clocking in and out for  
22 Plaintiff's accommodated breaks was illegal.

23           14. On or around September 15, 2017, Plaintiff was called into Kathy's office and was  
24 accused of time card fraud. Plaintiff was told that he was being investigated for dates in July  
25 2017 of time card fraud.

26           15. Plaintiff was placed on paid administrative leave from September 15, 2017 to  
27 January 12, 2018.

1 16. Defendant terminated Plaintiff a day before his probation was over. His probation  
2 was over on the 13<sup>th</sup> of January, 2018.

3 17. Plaintiff did not hear from his employer during his paid administrative leave.

4 18. On or around January 11, 2018, Plaintiff received a call from Linda Ngo (Manager)  
5 letting him know what time to report to work the next day.

6 19. On or around January 12, 2018, Plaintiff reported to work and was called into the  
7 office with Linda Ngo and Ashley Hausner (Senior Manager) when he was informed that he was  
8 being terminated.

9 20. Plaintiff is informed and believes, and thereon alleges, that Plaintiff's termination  
10 from Defendant was because of Plaintiff's disability and his need for a reasonable  
11 accommodation.

12 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

13 21. Plaintiff timely filed a complaint with the California Department of Fair Employment  
14 and Housing on January 7, 2019, and received a right to sue letter the same day. This Complaint  
15 is timely filed pursuant to that letter.

16 **FIRST CAUSE OF ACTION**

17 **DISCRIMINATION IN VIOLATION OF THE FEHA**

18 **(Against ALL Defendants)**

19 22. Plaintiff restates and incorporates by this reference as if fully set forth herein  
20 paragraphs 1 through of 20 this Complaint.

21 23. At all times herein mentioned, California Government Code § 12940 et seq., the Fair  
22 Employment and Housing Act ("FEHA"), was in full force and effect and was binding on  
23 Defendant, as Defendant regularly employed five or more persons.

24 24. The FEHA requires Defendants to refrain from discriminating against any employee  
25 on the basis of, among other things, an individual's disability.

26 25. Defendants engaged in unlawful employment practices in violation of the FEHA by  
27 discriminating against Plaintiff on the basis of his disability.  
28

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

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

12           28. Defendant had in place policies and procedures that specifically required Defendant's  
13 managers, officers, and agents to prevent discrimination against and upon employees of  
14 Defendant. Plaintiff relied on the fact that Defendant would follow these known policies, yet  
15 Defendant consciously chose not to follow said policies. Therefore, Defendant's conduct was  
16 fraudulent, malicious, oppressive, and was done in wanton disregard for the rights of Plaintiff  
17 and the rights and duties owed by each Defendant to Plaintiff. Each Defendant aided, abetted,  
18 participated in, authorized, ratified, and/or conspired to engage in the wrongful conduct alleged  
19 above. Plaintiff should, therefore, be awarded exemplary and punitive damages against each  
20 Defendant in an amount to be established that is appropriate to punish each Defendant and deter  
21 others from engaging in such conduct.

22           29. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced to  
23 hire attorneys to prosecute his claims herein, and has incurred and is expected to continue to  
24 incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys'  
25 fees and costs under California Government Code § 12965(b).

26 ///

27 ///

28 ///

**SECOND CAUSE OF ACTION**

**HARASSMENT IN VIOLATION OF THE FEHA**

**(Against ALL Defendants)**

30. Plaintiff refers to the allegations contained in Paragraphs 1 through 29, inclusive, and incorporates each by reference as though fully set forth at length herein.

31. The FEHA protects all individuals from harassment based on disability. The actions by Defendants, as detailed above, constitutes hostile work environment disability harassment.

32. As a direct and proximate result of the acts of Defendants, Plaintiff has and will continue to suffer severe mental anguish and emotional distress in the form of anger, anxiety, embarrassment, headaches, humiliation, loss of sleep, confidence, self-esteem and general discomfort; will incur medical expenses for treatment by psychotherapists and other health care professionals, and other incidental expenses; suffer loss of earnings and other employment benefits and job opportunities. Plaintiff is thereby entitled to general and compensatory damages in an amount according to proof at trial.

33. 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 his field and damage to his professional reputation, all in an amount subject to proof at the time of trial. Plaintiff claims such amounts as damages pursuant to California Civil Code § 3287 and/or § 3288 and/or any other provision of law providing for prejudgment interest.

34. As a direct and proximate result of Defendants' discriminatory conduct, as alleged herein, Plaintiff has been compelled to retain legal counsel, and is therefore entitled to reasonable attorneys' fees and costs of suit, pursuant to Government Code §§ 12940, 12965 subdivision (b).

**THIRD CAUSE OF ACTION**

**FAILURE TO ACCOMMODATE IN VIOLATION OF THE FEHA**

**(Against ALL Defendants)**

35. Plaintiff restates and incorporates by this reference as if fully set forth herein paragraphs 1 through 34 of this Complaint.

1           36. Defendant is a business entity regularly employing at least the minimum number of  
2 employees upon which certain legal duties and obligations arise under various laws and statutes,  
3 including the FEHA.

4           37. Plaintiff's disabilities limited his ability to engage in the major life activity of  
5 working.

6           38. Although Defendant, and each of them, knew of Plaintiff's disability, Defendant, and  
7 each of them, refused to accommodate Plaintiff's disability, and instead terminated Plaintiff  
8 because of his disability. Defendant's actions were in direct contravention of the FEHA.

9           39. Plaintiff alleges that with reasonable accommodations he could have fully performed  
10 all duties and functions of his job in an adequate, satisfactory and/or outstanding manner.

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

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

22           42. Defendant had in place policies and procedures that specifically required Defendant's  
23 managers, officers, and agents to prevent reasonably accommodate the disabilities of its  
24 employees. Plaintiff relied on the fact that Defendant would follow these known policies, yet  
25 Defendant consciously chose not to follow said policies. Therefore, Defendant's conduct was  
26 fraudulent, malicious, oppressive, and was done in wanton disregard for the rights of Plaintiff  
27 and the rights and duties owed by each Defendant to Plaintiff. Each Defendant aided, abetted,  
28 participated in, authorized, ratified, and/or conspired to engage in the wrongful conduct alleged

1 above. Plaintiff should, therefore, be awarded exemplary and punitive damages against each  
2 Defendant in an amount to be established that is appropriate to punish each Defendant and deter  
3 others from engaging in such conduct.

4 43. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced to  
5 hire attorneys to prosecute his claims herein, and has incurred and is expected to continue to  
6 incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys'  
7 fees and costs under California Government Code § 12965(b).

8 **FOURTH CAUSE OF ACTION**

9 **FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN VIOLATION OF THE**

10 **FEHA**

11 **(Against ALL Defendants)**

12 44. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 43,  
13 inclusive, as though fully set forth herein.

14 45. The FEHA makes it unlawful for an employer to fail to engage in a timely, good  
15 faith, interactive process with the employee to determine effective reasonable accommodations,  
16 if any.

17 46. Defendants failed to engage in a timely, good faith, interactive process with Plaintiff  
18 to determine effective reasonable accommodations for Plaintiff's known disability.

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

25 48. As a proximate result of the wrongful acts of Defendant, Plaintiff has suffered and  
26 continues to suffer emotional distress, humiliation, mental anguish and embarrassment, as well  
27 as the manifestation of physical symptoms. Plaintiff is informed and believes, and thereupon  
28



1 alleges, that he will continue to experience said physical and emotional suffering for a period in  
2 the future not presently ascertainable, all in an amount subject to proof at the time of trial.

3 49. Defendant had in place policies and procedures that specifically required Defendant's  
4 managers, officers, and agents to engage in an interactive process with its employees. Plaintiff  
5 relied on the fact that Defendant would follow these known policies, yet Defendant consciously  
6 chose not to follow said policies. Therefore, Defendant's conduct was fraudulent, malicious,  
7 oppressive, and was done in wanton disregard for the rights of Plaintiff and the rights and duties  
8 owed by each Defendant to Plaintiff. Each Defendant aided, abetted, participated in, authorized,  
9 ratified, and/or conspired to engage in the wrongful conduct alleged above. Plaintiff should,  
10 therefore, be awarded exemplary and punitive damages against each Defendant in an amount to  
11 be established that is appropriate to punish each Defendant and deter others from engaging in  
12 such conduct.

13 50. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced to  
14 hire attorneys to prosecute his claims herein, and has incurred and is expected to continue to  
15 incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys'  
16 fees and costs under California Government Code § 12965(b).

### 17 **FIFTH CAUSE OF ACTION**

#### 18 **FAILURE TO PREVENT IN VIOLATION OF THE FEHA**

#### 19 **(Against ALL Defendants)**

20 51. Plaintiff realleges and incorporates herein paragraphs 1 through 50, inclusive, of this  
21 Complaint as though fully set forth.

22 52. At all times mentioned herein, the FEHA was in full force and effect and was binding  
23 upon Defendants and each of them. The FEHA imposes on an employer a duty to take  
24 immediate and appropriate corrective action to end discrimination and take all reasonable steps  
25 necessary to prevent discrimination from occurring, among other things.

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

1           54. In failing and/or refusing to take immediate and appropriate corrective action to end  
2 the discrimination in failing and/or refusing to take and or all reasonable steps necessary to  
3 prevent discrimination from occurring, Defendants violated the FEHA causing Plaintiff to suffer  
4 damages as set forth above.

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

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

17           57. Defendant had in place policies and procedures that specifically required Defendant's  
18 managers, officers, and agents to prevent discrimination, against and upon employees of  
19 Defendant, based on the protected classes identified in the FEHA. Defendant consciously chose  
20 to ignore these policies; therefore, their outrageous conduct was fraudulent, malicious,  
21 oppressive, and was done in wanton disregard for the rights of Plaintiff and the rights and duties  
22 owed by each Defendant to Plaintiff. Each Defendant aided, abetted, participated in, authorized,  
23 ratified, and/or conspired to engage in the wrongful conduct alleged above. Plaintiff should,  
24 therefore, be awarded exemplary and punitive damages against each Defendant in an amount to  
25 be established that is appropriate to punish each Defendant and deter others from engaging in  
26 such conduct.

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

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

3 **SIXTH CAUSE OF ACTION**

4 **RETALIATION IN VIOLATION OF THE FEHA**

5 **(Against ALL Defendants)**

6 59. Plaintiff refers to the allegations contained in Paragraphs 1 through 58, inclusive, and  
7 incorporates each by reference as though fully set forth at length herein.

8 60. The FEHA protects all individuals from retaliation for engaging in a protected  
9 activity. Plaintiff engaged in a protected activity when he asserted the existence of his disability  
10 and requested an accommodation.

11 61. Thereafter, Defendants retaliated against the Plaintiff, and ultimately terminated his  
12 employment.

13 62. 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 his field and damage  
16 to his 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 63. As a proximate result of the wrongful acts of Defendant, Plaintiff has suffered and  
20 continues to suffer emotional distress, humiliation, mental anguish and embarrassment, as well  
21 as the manifestation of physical symptoms. Plaintiff is informed and believes, and thereupon  
22 alleges, that he will continue to experience said physical and emotional suffering for a period in  
23 the future not presently ascertainable, all in an amount subject to proof at the time of trial.

24 64. Defendant had in place policies and procedures that specifically required Defendant's  
25 managers, officers, and agents to prevent retaliation against and upon employees of Defendant.  
26 Plaintiff relied on the fact that Defendant would follow these known policies, yet Defendant  
27 consciously chose not to follow said policies. Therefore, Defendant's conduct was fraudulent,  
28 malicious, oppressive, and was done in wanton disregard for the rights of Plaintiff and the rights

1 and duties owed by each Defendant to Plaintiff. Each Defendant aided, abetted, participated in,  
2 authorized, ratified, and/or conspired to engage in the wrongful conduct alleged above. Plaintiff  
3 should, therefore, be awarded exemplary and punitive damages against each Defendant in an  
4 amount to be established that is appropriate to punish each Defendant and deter others from  
5 engaging in such conduct.

6 65. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced to  
7 hire attorneys to prosecute his claims herein, and has incurred and is expected to continue to  
8 incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys'  
9 fees and costs under California Government Code § 12965(b).

10 **SEVENTH CAUSE OF ACTION**

11 **WRONGFUL TERMINATION IN VIOLATION OF THE FEHA**

12 **(Against ALL Defendants)**

13 66. Plaintiff realleges and incorporates by reference paragraphs 1 through 65, inclusive,  
14 of this Complaint as if fully set forth at this place.

15 67. At all times herein mentioned, the FEHA was in full force and effect and were  
16 binding on Defendants, as Defendants regularly employed five or more persons. The FEHA  
17 provides that it is unlawful for an employer, because of a disability and/or in retaliation for  
18 engaging in a protected activity, to discharge a person from employment.

19 68. Plaintiff was terminated on account of his disability and/or in retaliation for engaging  
20 in a protected activity.

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

27 70. As a proximate result of the wrongful acts of Defendant, Plaintiff has suffered and  
28 continues to suffer emotional distress, humiliation, mental anguish and embarrassment, as well

1 as the manifestation of physical symptoms. Plaintiff is informed and believes, and thereupon  
2 alleges, that he will continue to experience said physical and emotional suffering for a period in  
3 the future not presently ascertainable, all in an amount subject to proof at the time of trial.

4 71. Defendant had in place policies and procedures that specifically required Defendant's  
5 managers, officers, and agents to prevent discrimination against and upon employees of  
6 Defendant. Plaintiff relied on the fact that Defendant would follow these known policies, yet  
7 Defendant consciously chose not to follow said policies. Therefore, Defendant's conduct was  
8 fraudulent, malicious, oppressive, and was done in wanton disregard for the rights of Plaintiff  
9 and the rights and duties owed by each Defendant to Plaintiff. Each Defendant aided, abetted,  
10 participated in, authorized, ratified, and/or conspired to engage in the wrongful conduct alleged  
11 above. Plaintiff should, therefore, be awarded exemplary and punitive damages against each  
12 Defendant in an amount to be established that is appropriate to punish each Defendant and deter  
13 others from engaging in such conduct.

14 72. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced to  
15 hire attorneys to prosecute his claims herein, and has incurred and is expected to continue to  
16 incur attorneys' fees and costs in connection therewith. Plaintiff is entitled to recover attorneys'  
17 fees and costs under California Government Code § 12965(b).

#### 18 **EIGHTH CAUSE OF ACTION**

#### 19 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

#### 20 **(Against ALL Defendants)**

21 73. Plaintiff realleges and incorporates herein paragraphs 1 through 72, inclusive, of this  
22 Complaint as though fully set forth.

23 74. At all times mentioned, the public policy of the State of California, as codified,  
24 expressed and mandated in California Government Code § 12940 et seq., is to prohibit  
25 employers from discriminating and retaliating against any individual on the basis of disability  
26 and/or for engaging in a protected activity. This public policy of the State of California is  
27 designed to protect all employees and to promote the welfare and wellbeing of the community at  
28 large.

1           75. Accordingly, the actions of Defendants, as described herein, were wrongful and in  
2 contravention of the express public policy of the State of California, to wit, the policy set forth in  
3 California and the laws and regulations promulgated thereunder.

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

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

15           78. Defendant had in place policies and procedures that specifically required Defendant's  
16 managers, officers, and agents to prevent the termination of its employees based on the protected  
17 classes identified in the FEHA. Plaintiff relied on the fact that Defendant would follow these  
18 known policies, yet Defendant consciously chose not to follow said policies. Therefore,  
19 Defendant's conduct was fraudulent, malicious, oppressive, and was done in wanton disregard  
20 for the rights of Plaintiff and the rights and duties owed by each Defendant to Plaintiff. Each  
21 Defendant aided, abetted, participated in, authorized, ratified, and/or conspired to engage in the  
22 wrongful conduct alleged above. Plaintiff should, therefore, be awarded exemplary and punitive  
23 damages against each Defendant in an amount to be established that is appropriate to punish each  
24 Defendant and deter others from engaging in such conduct.

25           **WHEREFORE, Plaintiff prays for judgment as follows:**

- 26           1. For general damages according to proof;  
27           2. For special damages according to proof;  
28           3. For punitive damages according to proof;

4. For attorney fees and costs of suit;
5. For prejudgment and post-judgment interest according to law;
6. For injunctive relief;
7. For declaratory relief; and
8. 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: February 14, 2019

JML LAW, A Professional Law Corporation

By: 

JOSEPH M. LOVRETOVICH

JARED W. BEILKE

Attorneys for Plaintiff