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9 SUPERIOR COURT OF CALIFORNIA
10 CITY OF SACRAMENTO - UNLIMITED CIVIL JURISDICTION

11 JANE POE,

12 Plaintiff,

13 vs.

14 ARIF M. SEYAL,

15 THE PERMANENTE MEDICAL GROUP,

16 INC.,

17 KAISER FOUNDATION HEALTH PLAN,

18 INC.,

19 KAISER FOUNDATION HOSPITALS,

20 THE PERMANENTE FOUNDATION,

21 DOES 1 THROUGH 100,

22 Defendants

Case No.:

COMPLAINT FOR DAMAGES AND
REQUEST FOR JURY TRIAL

1. SEXUAL ASSAULT

2. SEXUAL BATTERY / RAPE

Judge:

Department:



23 COMES NOW PLAINTIFF POE, and complains and alleges as follows:
24
25
26

1 Permanente Medical Group, Inc., Kaiser Foundation Hospitals, and
2 Kaiser Foundation Health Plan, Inc..

3 5. At all material times alleged herein, Plaintiff was
4 enrolled in a health coverage plan with Kaiser Foundation Health
5 Plan, Inc..

6
7 6. At all material times alleged herein, Defendant ARIF M.
8 SEYAL was employed as the Chief Physician of the Allergy
9 Department for the North Valley division of, and/or a
10 shareholder in, and/or performing services under a contract
11 with, Defendants The Permanente Medical Group, Inc., Kaiser
12 Foundation Hospitals, The Permanente Foundation, Kaiser
13 Foundation Hospitals, and Kaiser Foundation Health Plan, Inc..

14
15 7. In addition to the Defendants named above, Plaintiff sues
16 the fictitiously named Defendants DOES 1 through 100, inclusive,
17 pursuant to Code of Civil Procedure §474, because their names,
18 capacities, status, or facts showing them to be liable are not
19 presently known. Plaintiff will amend this complaint to show
20 their true names and capacities, together with appropriate
21 charging language when such information has been ascertained.

22
23
24 **JURISDICTION AND VENUE**

25 8. Acts of Defendants that form the basis for the causes of
26 action in this complaint occurred in the County of Sacramento,
27
28

1 in other counties throughout the State of California, in the
2 State of Hawaii, and in the State of Nevada.

3 9. All Defendants maintain a residence or a place of
4 business within the County of Sacramento. Therefore, the County
5 of Sacramento as Venue is proper.
6

7 **FACTUAL ALLEGATIONS**

8 10. As a child, Plaintiff was the victim of sexual abuse and
9 other traumatic experiences.
10

11 11. As a result of her childhood experiences, Plaintiff as an
12 adult has suffered from a mental condition that impaired her
13 ability to cognize, cope with, and report similar abuses.

14 12. Plaintiff started working around 1999 as a Medical
15 Assistant in the Adult Medicine Department for the North Valley
16 division of Defendant The Permanente Medical Group, Inc..
17

18 13. As the Chief Physician of the Allergy Department for the
19 North Valley division of The Permanente Medical Group, Inc.,
20 Defendant Dr. ARIF M. SEYAL has apparent/inherent authority to
21 make hiring and firing decisions as well as to create new
22 positions.
23

24 14. Around 2004, Plaintiff began seeing, as her physician,
25 Defendant ARIF M. SEYAL for symptoms of dizziness and nausea,
26 which were ultimately diagnosed as Vertigo and GERD.
27
28

1 15. Around 2005, Defendant ARIF M. SEYAL began authoring work
2 notes for Plaintiff's (and Defendant ARIF M. SEYAL's) employer
3 to provide accommodations to Plaintiff based on her medical
4 condition(s).
5

6 **FIRST ATTEMPTED SEXUAL ASSAULT**

7 16. Plaintiff hereby incorporates by reference paragraphs 1
8 through 15, as though fully set forth herein.
9

10 17. Shortly after, Defendant ARIF M. SEYAL began authoring
11 work notes for Plaintiff, he requested that Plaintiff go with
12 him to a dinner in San Francisco, CA.

13 18. Defendant ARIF M. SEYAL took Plaintiff to San Francisco,
14 where he booked a hotel room so that he and Plaintiff could
15 change into suitable attire for the dinner.
16

17 19. After Plaintiff changed her attire in the hotel room
18 bathroom, she sat on the bed to wait for Defendant SEYAL to
19 change his attire in the bathroom.

20 20. After changing, Defendant SEYAL came out of the bathroom,
21 approached Plaintiff, and then kissed Plaintiff on the lips.
22

23 21. Plaintiff froze and did NOT return the kiss.

24 22. When Defendant pulled away, Plaintiff questioned why
25 Defendant kissed her.

26 23. Defendant accusingly retorted that Plaintiff "was trying
27 so hard to be his friend."
28

1 24. Plaintiff agreed to put the incident behind them, then
2 Defendant SEYAL took Plaintiff to the dinner, then home.

3 **FIRST SEXUAL BATTERY / RAPE**

4
5 25. Plaintiff hereby incorporates by reference paragraphs 1
6 through 24 as though fully set forth herein.

7 26. For several months after the incident in San Francisco,
8 Defendant SEYAL made many requests for Plaintiff to travel out
9 of town with him.

10
11 27. Plaintiff declined because she saw no true business
12 purpose for the out of town travel that Defendant SEYAL
13 requested.

14 28. Then, Defendant SEYAL requested Plaintiff to attend a
15 conference with him in Honolulu, Hawaii because, he asserted, it
16 would provide her with experience that would make her uniquely
17 well-qualified for a Research Nurse position that Defendant
18 SEYAL was in the process of creating at Defendant The Permanente
19 Medical Group, Inc..

20
21 29. Plaintiff agreed to attend the conference on the
22 conditions that her travel expenses would be covered and that
23 she would be booked her own room.

24
25 30. Defendant SEYAL induced Plaintiff to accompany him by
26 promising that Plaintiff's conditions would be met.

27
28

1 31. Plaintiff travelled to Honolulu, Hawaii, with Defendant
2 SEYAL.

3 32. Upon arrival at the hotel at Waikiki in Honolulu, Hawaii,
4 Defendant ARIF M. SEYAL checked in and escorted Plaintiff to
5 their lodging, where Defendant ARIF M. SEYAL revealed that he
6 had booked only one room for the two of them.
7

8 33. Because she had no immediate means of returning home or
9 to book a separate room, Plaintiff reluctantly agreed to share
10 the room with Defendant SEYAL.
11

12 34. After settling into the room, Defendant SEYAL took
13 Plaintiff to dinner, where he purchased alcohol for Plaintiff
14 and encouraged Plaintiff to consume the alcohol and to discuss
15 her work, family, marital, and other problems.
16

17 35. After Plaintiff was intoxicated, Defendant returned with
18 her to the hotel room.

19 36. Plaintiff changed into pajama pants and a shirt, then
20 went to bed so clothed.
21

22 37. Sometime in the middle of the night, Plaintiff awoke to
23 Defendant SEYAL performing cunnilingus on her.

24 38. Although still intoxicated and not fully conscious,
25 Plaintiff said "No" and attempted to push Defendant SEYAL away
26 from her.
27
28

1 39. Defendant SEYAL overpowered Plaintiff, pinned her down,
2 and initiated vaginal sexual intercourse by force.

3 40. After ejaculating in Plaintiff, Defendant SEYAL went to
4 sleep.

5 41. When Plaintiff regained consciousness, she realized that
6 she had been completely disrobed, but did NOT know when or how
7 it happened.
8

9 **LAST SEXUAL BATTERY: RAPE**

10 42. Plaintiff hereby incorporates by reference paragraphs 1
11 through 41 as though fully set forth herein.

12 43. The last act of sexual battery: rape occurred on or about
13 March 13, 2009 at a Hotel in Monterey, California.
14

15 44. Defendant ARIF M. SEYAL told Plaintiff to accompany him
16 to Monterey, California.
17

18 45. Defendant ARIF M. SEYAL again booked only one room for
19 both himself and the Plaintiff to share.

20 46. While in Monterey, Defendant SEYAL took Plaintiff to a
21 store where he purchased a bottle of alcohol, then he took
22 Plaintiff back to the hotel.
23

24 47. At the hotel, Defendant SEYAL pressured Plaintiff to
25 drink the alcohol with him.

26 48. After Plaintiff was intoxicated, Defendant SEYAL again
27 initiated sexual intercourse with Plaintiff.
28

1 49. Again, Plaintiff awoke naked with Defendant's ejaculate
2 in and around her vagina.

3 50. After this incident, Plaintiff verbally expressed that
4 she was NOT comfortable going out of town, overnight, with
5 Defendant SEYAL.
6

7 **LAST SEXUAL ASSAULT / SEXUAL BATTERY**

8 51. Plaintiff hereby incorporates by reference paragraphs 1
9 through 50 as though fully set forth herein.

10 52. On or around December 9, 2009, Defendant ARIF M. SEYAL
11 took Plaintiff to San Francisco.
12

13 53. During the car ride to San Francisco, Defendant ARIF M.
14 SEYAL placed his hand on the inside of Plaintiff's thigh and
15 began rubbing toward and away from her groin and private parts.
16

17 54. Plaintiff then moved her legs and scooted her body away
18 from Defendant SEYAL to make it more difficult for him to reach
19 her body and private parts.
20

21 **UNKNOWN NUMBER OF SEXUAL BATTERIES / RAPES BETWEEN FIRST AND**

22 **LAST ACTIONS**

23 55. Plaintiff hereby incorporates by reference paragraphs 1
24 through 54 as though fully set forth herein.

25 56. Between the first act of sexual battery / rape and the
26 last act, Defendant ARIF M. SEYAL committed an unknown number of
27
28

1 acts of sexual assault, sexual battery, and rape against the
2 person of Plaintiff using the following modus operandi:

3 57. Defendant ARIF M. SEYAL would induce Plaintiff to travel
4 out of town with him by representing that there was a legitimate
5 business purpose for the travel.
6

7 58. At times, Defendant SEYAL would also bring another co-
8 worker(s) for the out of town travel to legitimize the travel as
9 for a business purpose.
10

11 59. Defendant ARIF M. SEYAL would book only one room for
12 himself and the Plaintiff to share.

13 60. During the out of town travel, Defendant SEYAL would take
14 Plaintiff to a designer boutique where he would purchase an
15 item(s) of apparel or an accessory that he desired her to wear.
16

17 61. Defendant SEYAL would then take Plaintiff to a
18 restaurant, bar, lounge, and/or other similar venues, where
19 Defendant SEYAL would purchase alcohol and encourage/pressure
20 plaintiff to drink beyond her point of intoxication.
21

22 62. Defendant SEYAL would then take Plaintiff to a hotel room
23 where he would initiate sexual contact and/or intercourse while
24 Plaintiff was unconscious and/or intoxicated.

25 63. These incidents of sexual battery and rape occurred at a
26 number of locations throughout California, Hawaii, and Nevada:
27 Hilton Village Resort in Waikiki, Honolulu, Hawaii; Marriot
28

1 Hotel in Monterey, California; Embassy Suites Hotel in Monterey,
2 CA; Hilton Waikiki Beach Resort in Waikiki, Honolulu, HI;
3 Sheraton Hotel By Marriott in Waikiki, Honolulu, HI; Outrigger
4 Reef Hotel in Waikiki, Honolulu, HI; Outrigger Waikiki Beach
5 Resort in Waikiki, Honolulu, HI; Moana Surfrider Resort by
6 Marriott in Waikiki, Honolulu, HI; Mandalay Bay Hotel and Casino
7 in Las Vegas, Nevada; Luxor Hotel and Casino in Las Vegas, NV;
8 MGM Grand Hotel and Casino in Las Vegas, NV; Wynn Las Vegas and
9 Encore Hotel in Las Vegas, NV; Monterey Plaza Hotel and Spa in
10 Monterey, CA; Hilton San Diego Gaslam Quarter in San Diego, CA;
11 Hilton San Diego Bayfront in San Diego, CA; and, Best Western
12 Hotel in Monterey, CA.

13
14
15 **UNDUE INFLUENCE, DEPRIVATION OF FREE WILL TO CONSENT**

16
17 64. Plaintiff hereby incorporates by reference paragraphs 1
18 through 63 as though fully set forth herein.

19 65. Plaintiff asserts that Defendant ARIF M. SEYAL exerted
20 undue influence to deprive Plaintiff of the free will to reject,
21 consent to, and report Defendant SEYAL's unwanted sexual
22 advances and activities against Plaintiff's person by means of
23 their Doctor-Patient relationship, his access to her medical
24 information and records, and his ability to author (and/or to
25 refuse to author) work notes for Plaintiff's needed ADA
26 accommodations.
27
28

1 66. Plaintiff asserts that Defendant ARIF M. SEYAL exerted
2 undue influence to deprive Plaintiff of the free will to reject,
3 consent to, and report Defendant's unwanted sexual advances and
4 activities against Plaintiff's person by means of the power
5 differential derived from Defendant SEYAL's position as Chief
6 Physician of the Allergy Department at their mutual employer
7 Defendant The Permanente Medical Group, Inc., his
8 apparent/inherent authority to make hiring and firing decisions,
9 and Plaintiff's fear of adverse employment actions/consequences.
10
11

12 **INTOXICATION, DEPRIVATION OF FREE WILL TO CONSENT**

13 67. Plaintiff hereby incorporates paragraphs 1 through 66 as
14 though fully set forth herein.

15 68. At all times when Defendant ARIF M. SEYAL initiated
16 sexual contact or intercourse with Plaintiff, Plaintiff was
17 intoxicated or unconscious from intoxication, except when
18 Defendant SEYAL groped Plaintiff's intimate regions of her inner
19 thigh in December of 2009.
20

21 69. As such, Plaintiff did NOT have the contemporaneous
22 presence of mind to consent to Defendant SEYAL's sexual
23 advances, contacts, or intercourse with Plaintiff.
24

25 **RESPONDEAT SUPERIOR**

26 70. Plaintiff hereby incorporates paragraphs 1 through 69 as
27 though fully set forth herein.
28

1 71. At times material to the incidents complained of herein,
2 Defendant SEYAL was a direct and/or indirect supervisor of
3 Plaintiff.

4 72. At the times of each incident, Defendant SEYAL
5 represented that the out of town travel was for legitimate
6 business purposes that benefited Defendant SEYAL's and
7 Plaintiff's mutual employer The Permanente Medical Group, Inc.
8 and/or Defendant SEYAL's employer(s) The Permanente Medical
9 Group, Inc., Kaiser Foundation Hospitals, The Permanente
10 Foundation, and/or Kaiser Foundation Health Plan, Inc..

11 73. On information and Belief, Plaintiff alleges that
12 Plaintiff's and Defendant SEYAL's mutual employer, The
13 Permanente Medical Group, Inc., paid for and/or reimbursed all
14 or part of the travel, lodging, and conference expenses for
15 Plaintiff's and Defendant SEYAL's travel out of town.

16 74. On information and Belief, Plaintiff alleges that
17 Defendant SEYAL's employer(s) / contracting entities, The
18 Permanente Medical Group, Inc., Kaiser Foundation Hospitals, The
19 Permanente Foundation, and/or Kaiser Foundation Health Plan,
20 Inc. paid for and/or reimbursed all or part of the travel,
21 lodging, and conference expenses for Defendant SEYAL's travel
22 out of town with Plaintiff.

DAMAGES

1
2 75. Plaintiff hereby incorporates by reference paragraphs 1
3 through 74 as though fully set forth herein.

4
5 76. As a result of Plaintiff's childhood sexual abuse and
6 other traumatic experiences, Plaintiff is/was unusually
7 susceptible to more severe mental and emotional distress
8 resulting from Defendant SEYAL's violations against her person.

9
10 77. Plaintiff's mental and emotional distress from Defendant
11 SEYAL's actions contributed to Plaintiff's heightened anxiety
12 and increased occurrences of PTSD-related symptoms, which
13 required Plaintiff to take a medical leave of absence in 2013
14 and ultimately lead to Plaintiff's termination from her position
15 at Defendants The Permanente Medical Group, Inc., Kaiser
16 Foundation Hospitals, and Kaiser Foundation Health Plan, Inc..

17
18 78. As a direct and further result of Defendant SEYAL's
19 violations of Plaintiff's personal rights, Plaintiff has
20 suffered compensatory damages in the form of past and future
21 wage loss, medical/psychiatric care related costs, other
22 pecuniary losses, emotional pain, loss of self-esteem, grief,
23 distress, anxiety, stigma, humiliation, mental anguish, and loss
24 of enjoyment of life in an amount to be proven at trial.

25
26 79. Defendant SEYAL's acts were done with malice, fraud, and
27 in conscious disregard of Plaintiff's personal rights because
28

1 Defendant SEYAL knew, or should have known, that Plaintiff did
2 NOT consent and/or did NOT have capacity to consent, to the acts
3 he committed against her person.

4
5 80. As a direct result of Defendant SEYAL's acts, Plaintiff
6 is entitled to compensatory damages, equitable relief, punitive
7 damages, and attorney's fees and costs.

8 **PRAYER FOR RELIEF**


9 Wherefore, Plaintiff prays for judgment against the Defendants
10 as follows:

- 11
12 1. For compensatory damages;
13 2. For punitive damages;
14 3. For attorneys' fees and costs of suit, for any applicable
15 interest; and,
16
17 4. For such other and further relief as is just and proper.

18 **DEMAND FOR JURY TRIAL**

19 Plaintiff hereby demands a jury trial for each and every claim
20 for which she has a right to a jury trial.

21
22 RESPECTFULLY SUBMITTED
23 Dated this 8th day of March, 2019

24 
25 LANCE S. STENHOUSE, ESQ.