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TARINA MARIE

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

TARINA MARIE,

vs.

SOUTHERN CALIFORNIA
PERMANENTE MEDICAL GROUP (a
Partnership); KAISER FOUNDATION
HEALTH PLAN, INC (a California
Corporation); KAISER FOUNDATION
HOSPITALS (a California
Corporation); DAVID KLIGER (an
Individual); LORRAINE WARD (an
Individual); and DOES 1-100, inclusive,

Defendants.

Case No.:

20STCV13945

**PLAINTIFF TARINA MARIE'S
COMPLAINT FOR DAMAGES FOR:**

- (1) DISCRIMINATION ON THE BASIS OF
AGE IN VIOLATION OF FEHA;**
- (2) HARASSMENT ON THE BASIS OF
AGE IN VIOLATION OF FEHA;**
- (3) DISCRIMINATION ON THE BASIS OF
DISABILITY IN VIOLATION OF
FEHA;**
- (4) HARASSMENT ON THE BASIS OF
DISABILITY IN VIOLATION OF
FEHA;**
- (5) FAILURE TO PROVIDE
REASONABLE ACCOMMODATION
IN VIOLATION OF FEHA;**
- (6) FAILURE TO ENGAGE IN THE
INTERACTIVE PROCESS;**
- (7) RETALIATION FOR ENGAGING IN A
PROTECTED ACTIVITY IN
VIOLATION OF FEHA;**
- (8) FAILURE TO PREVENT
DISCRIMINATION, HARASSMENT
AND RETALIATION IN VIOLATION**

OF FEHA;

(9) RETALIATION FOR REPORTING A
WORK PLACE INJURY AND FILING
WORKERS' COMPENSATION CLAIM
IN VIOLATION OF LABOR CODE §
6310;

(10) WRONGFUL TERMINATION OF
EMPLOYMENT IN VIOLATION OF
PUBLIC POLICY;

(11) VIOLATION OF LABOR CODE
§ 1102.5;

(12) INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS;

DEMAND FOR JURY TRIAL

Plaintiff, Tarina Marie, alleges, on the basis of personal knowledge and/or information and
belief:

SUMMARY

This is an action by Tarina Marie, ("plaintiff" or "Marie"), whose employment with
defendants Southern California Permanente Medical Group ("SCPMG"), Kaiser Foundation
Health Plan, Inc ("KFHP"); Kaiser Foundation Hospitals ("KFH"), David Kliger, and Lorraine
Ward, was wrongfully terminated. Plaintiff brings this action against defendants for economic,
non-economic, compensatory, and punitive damages, pursuant to Civil Code section 3294, pre-
judgment interest pursuant to Code of Civil Procedure section 3291, and costs and reasonable
attorneys' fees pursuant to Government Code section 12965(b) and Code of Civil Procedure section
1021.5.

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PARTIES

1. *Plaintiff:* Plaintiff Tarina Marie is, and at all times mentioned in this Complaint was, a resident of the County of Los Angeles, California.

2. *Defendants:*

a. Defendant Southern California Permanente Medical Group (“SCPMG”) is believed to a partnership. At all times mentioned in this Complaint, it is believed that Southern California Permanente Medical Group was and is, authorized to operate by the State of California and the United States government and authorized and qualified to do business in California.

b. Defendant Kaiser Foundation Health Plan, Inc. (“KFHP”) is a California Corporation, that is, and at all times mentioned in this Complaint was, authorized to operate by the State of California and the United States government and authorized and qualified to do business in California.

c. Defendant Kaiser Foundation Hospitals (“KFH”) is a California Corporation, that is, and at all times mentioned in this Complaint was, authorized to operate by the State of California and the United States government and authorized and qualified to do business in California.

d. Defendant David Kliger is an individual who is believed to reside in the state of California and the County of Los Angeles. David Kliger is believed to be a shareholder/owner of Southern California Permanente Medical Group.

e. Defendant Lorraine Ward is an individual who is believed to reside in the state of California and the County of Los Angeles.

f. Defendants Does 1 through 100 are sued under fictitious names pursuant to Code of Civil Procedure section 474. Plaintiff is informed and believes, and on that basis alleges, that each of the defendants sued under fictitious names is in some manner responsible for the wrongs and damages alleged below, in so acting was functioning as the agent, servant, partner, and employee of the co-defendants, and in taking the actions mentioned below was acting within the course and scope of her or her authority as such agent, servant, partner, and employee, with the permission and consent of the co-defendants.

1 3. Southern California Permanente Medical Group, Kaiser Foundation Health Plan, Inc.,
2 Kaiser Foundation Hospitals, David Kliger, Lorraine Ward, and Doe defendants 1 to 100 may be
3 collectively referred to as “defendants.” Defendants KFHP, KFH and SCPMG, if not separately
4 noted are hereinafter collectively referred to as “Kaiser” or the “Employer Defendants.” These
5 Defendants are collectively liable under either a joint employer theory or a single enterprise
6 theory.

7 a. Plaintiff is informed and believes that Kaiser Permanente is an “integrated” health
8 care delivery system comprised of the insurance company, KFHP, its doctors, organized as
9 SCPMG, and its hospitals, which are wholly owned and/or controlled by KFHP through its
10 captive entity, KFH, which has no separate existence or identity apart from KFHP.

11 b. Plaintiff is informed and believes and thereon alleges that Defendant KFHP is an
12 insurance company which purports to provide comprehensive total medical care to its members.
13 KFHP describes itself as the largest Health Maintenance Organization in the country. KFHP
14 exercises total control over Defendants KFH, SCPMG and a number of other corporate and
15 partnership entities such that their very existence as purported separate entities is in fact a sham
16 designed to perpetuate the myth that KFHP and KFH are legitimate “non-profit” corporations.
17 Plaintiff is informed and believes that KFHP and KFH are in fact “for profit” enterprises regularly
18 reporting their profitability publicly.

19 c. KFHP’s total dominance over KFH and SCPMG is evidenced by the fact that KFH
20 and SCPMG’s entire annual budget is set by, controlled by, and approved by KFHP; all funds for
21 KFH and SCPMG’s operations come from KFHP; KFHP determines what “profit” if any
22 SCPMG is allowed to make; money that SCPMG uses to pay bonuses to its doctors comes from
23 KFHP; SCPMG does not bill any patients for most of its services; barring emergencies or
24 extremely rare instances, SCPMG doctors are only allowed to work for KFHP members
25 exclusively; and SCPMG’s only source of money is from KFHP. KFHP provides virtually all
26 legal, human resources, insurance, communications, advertising, billing, and other necessary
27 services for KFH and SCPMG. Members buying health care coverage only pay money to KFHP,
28 not to SCPMG; they buy insurance from KFHP and they receive services through SCPMG.

Advertising for the health care offered by KFHP as health insurance and provided through SCPMG doctors is done predominantly by KFHP, advertising as “Kaiser Permanente” as seen in the multi-million dollar “Thrive” advertising campaign. SCPMG does not own hospitals, medical buildings, or the clinics where they work; they are owned by KFHP. KFHP provides all telephone, fax, and e-mail services for SCPMG. KFHP also provides health insurance and medical malpractice insurance to SCPMG’s doctors. KFHP lawyers routinely render legal advice and counsel to KFHP, SCPMG, and have unfettered access to KFHP and SCPMG’s records; KFHP’s Human Resources department routinely investigates any EEOC/DFEH or other complaints of discrimination, as well as issues regarding reasonable accommodations, regarding KFHP and SCPMG’s practices and employees, reporting to KFHP’s legal department on all such investigations; KFHP lawyers and human resources staff do not obtain privacy waivers when seeking records of KFHP and/or SCPMG employees or investigating their claims; KFHP provides and pays for all facilities in which KFHP and SCPMG conduct business.

4. *Relationship of defendants:*

a. All defendants and all Doe defendants directly and/or indirectly employed plaintiff, as defined under the regulations, statutes, and interpreting case law, including California Government Code section 12926(d).

b. All defendants and all Doe defendants compelled, coerced, aided, and/or abetted the discrimination, retaliation, and harassment alleged throughout, which is prohibited under California Government Code section 12940(i).

c. All defendants and all Doe defendants were acting as the agents of all other defendants and employers, as defined under the regulations, statutes, and interpreting case law, including California Government Code section 12926(d).

d. All actions of all defendants were taken by employees, supervisors, executives, officers, and directors during employment with all defendants, on behalf of all defendants, and engaged in, authorized, ratified, and approved of the conduct of all other defendants.

e. Plaintiff is informed and believes, and on that basis alleges, that, at all times relevant hereto, all defendants, and each of them, were the principals, agents, servants, employers,

1 employees, partners, joint venturers, predecessors in interest, successors in interest, and/or
2 authorized representatives of each of the other defendants, were at all times relevant herein acting
3 within the purpose, course and scope of their agency, service, employment, partnership, joint
4 venture, and/or representation, and were doing so with the knowledge, permission, and consent
5 of their principals, employers, partners, joint venturers, and co-defendants, and each of them.
6 Plaintiff further alleges that each and every defendant was negligent, careless, and legally liable
7 in the selection and hiring of each and every other defendant as its agent, servant, employee,
8 consultant, assistant, representative, partner, and/or joint venturer.

9 f. All defendants compelled, coerced, aided, and/or abetted the discrimination,
10 retaliation, and harassment alleged in this Complaint, which conduct is prohibited under
11 California Government Code section 12940(i). All defendants were responsible for the events
12 and damages alleged herein, including on the following bases: (a) defendants committed the acts
13 alleged; (b) at all relevant times, one or more of the defendants was the agent or employee, and/or
14 acted under the control or supervision of, one or more of the remaining defendants and, in
15 committing the acts alleged, acted within the course and scope of such agency and employment
16 and/or is or are otherwise liable for plaintiff's damages; (c) at all relevant times, there existed a
17 unity of ownership and interest between or among two or more of the defendants such that any
18 individuality and separateness between or among those defendants has ceased, and defendants
19 are the alter egos of one another. Defendants exercised domination and control over one another
20 to such an extent that any individuality or separateness of defendants does not, and at all times
21 herein mentioned did not, exist. Adherence to the fiction of the separate existence of defendants
22 would permit abuse of the corporate privilege and would sanction fraud and promote injustice.
23 All actions of all defendants were taken by employees, supervisors, executives, officers, and
24 directors during employment with all defendants, were taken on behalf of all defendants, and
25 were engaged in, authorized, ratified, and approved of by all other defendants.

26 g. Defendants directly and indirectly employed plaintiff Marie, as defined in the Fair
27 Employment and Housing Act ("FEHA") at Government Code section 12926(d).

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1 h. In addition, defendants compelled, coerced, aided, and abetted the discrimination,
2 which is prohibited under California Government Code section 12940(i).

3 5. Finally, at all relevant times mentioned herein, all defendants acted as agents of all other
4 defendants in committing the acts alleged herein.

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6 **VENUE**

7 6. Some of the actions at issue in this case occurred in the State of California, in the County
8 of Los Angeles. Under the California Fair Employment and Housing Act, this case can
9 alternatively, at plaintiff's choice, be filed:

10 [I]n any county in the state in which the unlawful practice is alleged to have
11 been committed, in the county in which the records relevant to the practice
12 are maintained . . . or in the county in which the aggrieved person would
13 have worked . . .

14 California Government Code § 12965(b) (emphasis added).

15 7. Plaintiff worked in California, and at times, conducted certain job duties in the County
16 of Los Angeles.

17 **FACTS COMMON TO ALL CAUSES OF ACTION**

18 8. *Plaintiff's protected status and activity:*

19 a. Plaintiff is more than 40 years old.
20 b. Plaintiff suffered from a disability and/or medical condition.
21 c. Plaintiff made good faith complaints about the discrimination and harassment she
22 experienced while employed by defendants to defendants' human resources department, her
23 union, and to her supervisors and/or managers. Plaintiff also reported what she believed to be
24 illegal activity, including, but not limited to violations of HIPAA, to defendants.

25 9. Defendants' stated reason for terminating was false and mere pretext as defendants'
26 real reason for terminating Marie's employment was for wrongful, illegal, discriminatory and/or
27 retaliatory purposes related to her medical condition/disability, age, requests for accommodation
28 and her good faith complaints regarding discrimination, harassment, retaliation, and/or other

1 conduct that Marie reasonably believed to be illegal.

2 10. Plaintiff Tarina Marie (hereinafter, "Marie"), a sixty-two (62) year old woman, began
3 her employment with Defendants on or about March 12, 2001 as a Psychiatric Registered Nurse
4 (hereinafter, "RN") at their Downey location. During her interview for the position, Marie
5 impressed Defendants' room of interviewers, including multiple administrators, doctors, and the
6 single psychiatric RN on the team at the time, Ruben Celiz (hereinafter, "Celiz") with her
7 experience, intelligence and professionalism. Department Administrator Steven Johnson offered
8 her the job within one (1) week, contingent on a background check.

9 11. Marie was a single mother when she graduated from Cypress College's RN Program in
10 1982 with a nearly perfect 3.98 grade point average. Marie worked nights fulltime while attending
11 Cal State Fullerton to obtain her BSN and graduated with Honors. Prior to her position with
12 Defendants, Marie had nearly nineteen (19) years of experience working as an RN in Medical
13 Surgical, Addition Medicine, Eating Disorders, Inpatient Psychiatry, and Ambulatory Care. For
14 approximately fourteen (14) of those nineteen (19) years, Marie worked the night shift so that she
15 could ensure proper care and time to spend with her young children. As a single mother, Marie
16 went above and beyond to ensure that the needs of her children were always met. In fact, for six
17 (6) months Marie worked two (2) jobs, seven (7) days a week prior to working at Kaiser.

18 12. Upon Marie's hiring in early 2001, Marie was the second RN that had ever been hired
19 by Defendants' Psychiatric department. As such, Marie and Celiz were the only RNs for a busy
20 department consisting of anywhere from approximately ten (10) to twelve (12) doctors and thirty
21 (30) therapists for several years.

22 13. As a Psychiatric RN, Marie's job duties included, but were not limited to triage,
23 assisting with refills, administering injections, calling patients to provide assessment,
24 interventions, and patient education. Marie was instrumental within the department, and even
25 wrote Nursing Policies and Procedures as the RN role evolved. Marie continued to update the
26 policies and procedures until a consulting team was brought into the department in 2014.

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1 14. At all times during her employment, Marie competently performed her duties with a
2 humble sense of pride, and a willingness to sacrifice her own comfort to ensure the health, safety,
3 and care of her patients. Marie knew that a one-on-one intervention with a patient could change
4 a life, and she felt a great sense of fulfillment when she walked into work each day. Marie was
5 loyal to Defendants, and she planned to work at Kaiser until her retirement.

6 15. Defendant Kliger initially showed a liking to Marie and her exceptional nursing
7 abilities. Marie was aware that Kliger had earned a notorious reputation within the department
8 for being difficult to work with, rude, and unsympathetic – especially to those with disabilities.
9 Nonetheless, Marie worked well with all personality types and was able to maintain a positive
10 working relationship with Kliger, most of the time.

11 16. As an advocate for patient and healthcare workers' rights, Marie acted as a union
12 steward for several years. Around 2005 when Kliger was promoted to Chief of Psychiatry, Marie
13 and four (4) other stewards drafted an uncommon "behavioral contract" for Kliger. After assisting
14 in writing Kliger's behavioral contract, Marie began to notice Kliger's behavior towards her shift
15 in a negative way. Kliger began to storm away during a conversation and roll his eyes at Marie.
16 When Defendant Kliger completed Marie's first performance evaluation in approximately
17 2005/2006, he accused Marie's involvement with her union as interfering with her RN duties,
18 which was not the case. Instead, Marie was the only RN in a severely understaffed department.

19 17. Marie's supervision had a blurred chain of command, and her direct supervisors were
20 almost always unavailable. Usually, Marie did not report to a Nurse Manager because there was
21 no Nurse Manager. Instead, Marie directly reported to the Department Administrator ("DA") at
22 the time: Steven Johnson (2001-2004), Ford Loverin (2004-2012), Natali Clarke (2012-2014),
23 Damian Zavala (2014-2017), Dawn Wells (2017-2018). After nurses at Defendants' nearby
24 Orange facility filed a complaint regarding Defendants' illegal practice in which their nurses were
25 not supervised by an RN, Defendants hired their first psychiatric Nurse Supervisor at Downey,
26 Julia Barrows, in or around 2009 who supervised Marie until approximately 2011. Marie's
27 additional Nurse Supervisors included Anna Mari Lilja (2015-2016) and Trisha Montero (2017-
28 2018).

1 18. Throughout Marie's employment, Kliger asked Marie and other nurses to perform tasks
2 that were outside of their legal scope of practice. For example, if a patient who was prescribed a
3 medication by Kliger called in and stated that the medication was not working, Marie would let
4 Kliger know the patients' concern so that Kliger could assess the patients' needs. Kliger
5 consistently displayed annoyance at Marie for inquiring as to his medical opinion. Kliger would
6 often ask Marie "**Why can't you just change the order and increase the dosage?**" As an RN
7 who is not legally allowed to change a patients' medication, Marie informed Kliger that was
8 outside of her scope of practice. In addition, Kliger consistently badgered Marie for sending him
9 updates about his patients if there was allegedly "no action" for him to take. The RN team acted
10 on the belief that all calls from patients needed to be viewed by a doctor who must legally review
11 the messages taken by nurses. Despite this being common practice, Kliger would angrily ask
12 Marie to **stop sending patient messages** to him, questioning "**Why do I need to see this?**" Marie
13 refused to jeopardize the patients' safety, and her nursing license for Kliger, whose irritation with
14 Marie continued to escalate as his out of scope of practice demands grew. At all times throughout
15 her employment, Marie frequently complained to her supervisors – including Loverin, Clarke,
16 Barrows, and Lilja regarding Kliger's clearly inappropriate requests. Despite Marie's consistent
17 complaints, Kliger never ceased the inappropriate requests.

18 19. In or around October of 2011, Marie developed carpal tunnel in her right wrist as a
19 result of consistent computer work from her employment without proper ergonomics. Marie filed
20 a worker's compensation claim and her doctor placed her off of work for several weeks. Upon
21 Marie's return, Marie required accommodations in the form of eight (8) hours shifts, instead of
22 her usual (10) hour shifts and additional rest breaks.

23 20. Immediately upon her Marie's return, Kliger demonstrated increased hostility toward
24 Marie and her need for accommodation. Kliger would get *so* angry when he would see Marie
25 taking her ordered rest breaks that he would **clench his fists** and his face would visibility **turn**
26 **red**. Kliger even requested from Marie's supervisor, Loverin, to **change Marie's already agreed**
27 **upon hours**, which created a childcare problem for Marie. Marie complained to her supervisor
28 Loverin, who did not force her to unfairly change her schedule – against Kliger's request.

21. Within one (1) month of her return and while still on modified duty, Defendants issued Marie her first disciplinary action in ten (10) years. The day of the alleged incident, a doctor had called out, and a patient whose appointment had been canceled was causing a scene in the lobby and demanding to see a doctor. Marie immediately deescalated the situation – she saw the patient herself and got the patient in with a therapist and the DOB. At the end of the encounter, the patient was happy with her treatment. However, Defendants accused Marie of not acting quickly enough and for violating HIPAA due to speaking in the chart area, where private information was frequently discussed.

22. Marie was offered to either (1) resign, or (2) receive a Level 4. Marie felt discriminated against for her medical condition/disability and retaliated against for her requests for accommodation. Marie was issued a Level 4 and placed on an administrative leave for one (1) month. For the next year, Marie was on high alert, as one wrong move could have been grounds for termination. After being unfairly written up, Marie requested her doctor take her off of modified duty as soon as possible, as she feared further retaliation. Per Marie's request, her doctor allowed her to be taken off restrictions after one (1) month.

23. Shortly after Marie's disciplinary action, Loverin was demoted in 2012. Loverin's replacement, Clarke, and union members David Malin and David Zellen informed Marie that Loverin was removed from his position because he protected Marie from termination.

24. In late 2013, the department hired two (2) new nurses that Marie was assisting to orient. While working on November 27, 2013, Marie's time was stretched thin as she was tasked with orienting the new nurses, while handling her standard RN tasks and a walk-in patient. Marie decided to grab lunch at the downstairs bistro and bring it upstairs to eat. Marie returned to the clinic's employee door, which was broken and did not automatically lock. Marie had complained to management about the door because she felt it was a safety hazard, especially given that the door was heavier than most. Clarke acknowledged Marie's concern, informing Marie that others had also complained but that Kliger did not want to upgrade the lock. As a result, Marie and other staff members were forced to hold the door with their foot and manually lock the door from the other side. On this occasion, Marie lost her balance and slipped while attempting to lock the

1 broken door. In those split seconds, Marie threw her food and attempted to reach for the door to
2 catch herself, but she missed. Marie was terrified of the concrete walls and floor that she believed
3 could either leave her a quadriplegic, or even kill her. As Marie fell, the words “bend your knees”
4 repeated in her mind as she fell straight back onto the concrete.

5 25. As Marie was laying on the floor in tears due to the pain, Kliger came out of his office.
6 Marie’s crying intensified and while still on the floor, she began *apologizing to Kliger*. Marie
7 knew that her fall and injury were serious, and that Kliger was going to be furious that she needed
8 time off. Marie kept saying “I’m sorry David” and was no longer even processing the physical
9 pain as she cried. Instead, she was crying out of concern that the department was going to be
10 understaffed and fear that Kliger was going to retaliate.

11 26. Marie had fractured her right wrist in two (2) places, and it was placed in a cast. The
12 wrist Marie had fractured was the same wrist that had been severely aggravated by carpal tunnel
13 that she had spent *years* rehabilitating. Marie had even trained herself to use her computer mouse
14 with her left hand to ease the pain. Additionally, there was an unusual curve to her tailbone –
15 right where she fell. The Orthopedic Physician’s Assistant asked Marie “*Are you sure it wasn’t*
16 *like this before?*” Marie was shocked that a healthcare professional asked her if her tailbone was
17 “already” curved prior to falling on it.

18 27. Marie filed a worker’s compensation claim and was taken off of work through February
19 of 2014 to recover. Defendants’ Disability Coordinator, Lorraine Ward (hereinafter, “Ward”)
20 initially attempted to shield Defendants from liability, incorrectly informing Marie that since she
21 was on a lunch break, her fall was not covered by Kaiser on the Job. Marie felt intimidated by
22 Ward and concerned about her career. While on leave, Marie was under severe physical and
23 emotional distress. Marie was unable to drive and had to attend regular doctors’ appointments
24 with her orthopedic and physical therapist. Marie did not feel that the care she was receiving
25 through Kaiser on the Job was adequate, and she requested to see a hand surgeon, but her request
26 was denied.

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1 28. Marie was cleared to return to work in February of 2014 and was placed on modified
2 duty of eight (8) hour shifts, additional breaks, and not giving injections. Marie's doctor also
3 recommended Dragon Speak software for her computer to allow her to speak rather than type to
4 protect her wrists. When Marie provided her doctor's note requesting Defendants install Dragon
5 Speak, she was once again met with hostility from Ward, who accused Maire of "***manipulating***
6 ***the doctors for an accommodation [Marie] did not need.***" Marie's wrist was still healing, and
7 she could not work as fast, or as long as she used to while on modified duty. As Marie had feared
8 the day she fell, Kliger immediately targeted Marie upon her return. Kliger gave Marie negative
9 feedback and would often condescendingly ask her "***What is wrong with you?***" when she was
10 slower than normal to complete tasks. Despite modified duty, Marie was always able to perform
11 her job duties effectively.

12 29. Kliger made his expectations of working through pain or personal circumstances clear
13 when he worked with an injured foot and commented during a meeting regarding attendance that
14 he "came into work when [his] father died." Marie and other employees understood that this
15 comment was Kliger's expectation of others – to work through pain or family emergencies.
16 Further, in 2013 when RN Johanne Barrido (hereinafter, "Barrido") was involved in a serious car
17 accident and severely injured, Kliger commented to Marie that he believed Barrido was
18 "***malinger***" while on a leave of absence, which has a specific definition in the medical world.
19 Specifically, the DSM-5 defines malingering as intentional production of false or grossly
20 exaggerated physical or psychological problems motivated by an external incentive, such as
21 evading work duties. Marie was appalled by Kliger's accusation that Barrido was a malingerer
22 and responded by telling him "I wouldn't question somebody who was hit by a mac truck." After
23 Marie's fall, Marie feared that Kliger's animus now extended to her and her medical condition
24 as well.

25 30. Within one (1) week of Marie's return in or around February 2014, Kliger came into
26 Marie's office to have a private conversation, stating he "want[ed] to talk" to her. Kliger
27 explained how "things are changing" in the department and that Marie "***may want to find***
28 ***another place to work,***" and should "***move on.***" Marie started crying because she felt targeted

1 for her medical condition and request for accommodation. Through her tears, Marie asked Kliger
2 what he was talking about, stating that it sounded like Kliger did not want her there anymore
3 because he viewed her as **broken, injured, and damaged**. Marie continued to cry and told Kliger
4 “This feels terrible. I feel like I’m damaged and you don’t want me here.” Kliger did not say a
5 word or attempt to offer Marie any comfort. Instead, he proceeded to exit her office, leaving
6 Marie in tears. Marie reported this conversation to Styzens and Clarke, who responded only by
7 saying Kliger “shouldn’t have done that.” Although aware of Kliger’s harassment, Defendants
8 took action was taken to protect Marie.

9 31. As a result of the discrimination, retaliation, and harassment Marie faced at Downey,
10 Marie requested a transfer to Anaheim. Marie’s transfer was approved in or around April of 2014
11 and she had thirty (30) days to finalize the transfer upon her arrival. Marie was looking forward
12 to working in a healthier, safer environment. At Anaheim, Marie attended orientation and Damian
13 Zavala was the acting DA. Almost immediately, Marie had identified workflow problems,
14 including hundreds of open messages in the RN inbox being left for days, violating the 24-hour
15 turn around policy, and delays for patients waiting for controlled medications. Marie brought her
16 concerns to Nurse Manager Ana Thom (hereinafter, “Thom”), who appreciated Marie’s
17 comments and even encouraged her to continue to assist in identifying potential problems.

18 32. Less than two (2) weeks later, Marie was called into Thom’s office for an
19 “investigation” because she had asked questions and sought clarification in regard to RN
20 workflow while being oriented. While in Thom’s office, Thom interrogated Marie, asking “Did
21 you say during orientation that you have a hard time giving injections because of your wrist?”
22 Marie said yes and explained her medical condition. Thom was clearly annoyed with Marie and
23 the fact that she suffered from a medical condition. Marie called HR and complained about Thom,
24 stating she felt discriminated against and harassed by Thom due to her medical condition. Despite
25 Marie’s complaint, HR took no remedial action.

26 33. Marie agreed to return to Orchard on a floating basis while also working at Norwalk.
27 Upon Marie’s return, Clarke informed Marie that the floating deal had fallen through. When
28 Marie asked what happened, Clarke said she could not tell Marie.

1 34. In or around August of 2014, Defendants informed Marie that they would no longer be
2 able to accommodate her modified duty prior to her scheduled wrist surgery set for September
3 23, 2014 and she was placed off of work. Marie's surgeon informed her that her wrist should
4 have never been placed in a cast, and that if she had not had the surgery, she would have lost total
5 use of her hand. After her surgery, Marie required additional time to heal and Defendants refused
6 to accommodate Marie's modified duty. As such, Marie was placed on a leave to recover.

7 35. When Marie returned to work January 15, 2015, Kliger's behavior towards her was
8 angrier and meaner than ever. Kliger would scowl at Marie whenever he saw her, turn an angry
9 red, cross his arms across his chest, refuse to look her in the eyes, turn his back to her, and
10 constantly speaking to her in a cruel, condescending way. Marie complained about Kliger's
11 inappropriate behavior to Zavala, who blew off Marie's complaints, saying that "[Marie] and
12 Kliger are like an old married couple."

13 36. When Marie returned, her office space had been moved to an undesirable group room.
14 The other nurses in the room, including Barrido, had complained that the space was not adequate
15 for the nurses. The cubicle walls were left open, and there was no soundproofing. While in this
16 area with other nurses, Marie realized that she had developed hearing loss, and she was prescribed
17 hearing aids. Marie required accommodation in the form of Dragon Speak and an ergonomic desk
18 and keyboard. Although Dragon Speak was *eventually* installed on her computer, it was
19 impossible for her to use it in the shared office space. Marie was given a headset that was also
20 rendered useless due to feedback from her hearing aids.

21 37. As a result of Marie's hearing aids, she would often speak loudly and her and other
22 nurses reasonably believed that the shared office space was a violation of HIPAA. Marie and
23 other nurses complained to Zavala, Kliger, Lynn Burke, and Zavala's immediate supervisor,
24 Assistant Medical Center Manager, Cathy Buddemeyer (hereinafter, "Buddemeyer").
25 Buddemeyer had begun doing "rounding" and walking around to see how everyone was and if
26 anyone needed anything. While rounding, Marie complained to Buddemeyer about Kliger's
27 harassment and HIPAA concerns in the nursing office and requested a meeting with Buddemeyer
28 so she and the other nurses could address their concerns further. Buddemeyer was not supportive

1 and instead blew off Marie's request.

2 38. Upon Marie's return, Zavala set up a meeting with Marie in which he informed Marie
3 that he was aware of her role as a "nurse leader" at Orchard over the years, and requested she
4 step up in an informal leadership position to help get nursing and workflow back in shape,
5 because it was a "disaster." Although Marie was hopeful for a fresh start with Zavala, she could
6 not help but be anxious due to his involvement in her Level 1 at Anaheim, which seemed to be
7 uncomfortably similar in nature to his current request. Marie expressed her concerns – that she
8 did not want to step in to help, only to get disciplined. Zavala understood, and assured Marie that
9 would not be the case and that he needed her expertise.

10 39. Marie rose to the task and began cleaning up nursing and the workflow as Zavala had
11 asked, all the while being harassed on a daily basis by Kliger despite her complaints to Zavala.
12 In fact, Zavala and other management often witnessed Kliger degrade Marie, yet he did not do or
13 say anything to protect her. Zavala simply reverted back to the phrase that Marie and Kliger were
14 "like an old married couple."

15 40. Shortly after Marie returned, Marie learned that doctor waitlists were illegally being
16 placed under RN names as "providers" to hide the access numbers for long wait times that were
17 not within legal standards. Marie complained to Zavala that his practice of placing patients under
18 RN names was unethical and unlawful. Although Zavala did not admit guilt, the patients on
19 waitlists were removed from RN names to managers such as Burke.

20 41. On or about March 17, 2015, Kliger took his harassment and bullying to an all-time
21 high when he demanded Marie into his office only to belittle and verbally attack her. Kliger
22 scowled at Marie while saying she is an "obstacle to what [Kliger] needed to accomplish." Kliger
23 criticized Marie's leadership position within the department and nursing, and when she tried to
24 explain her leadership was per Zavala's request, Kliger just got angrier and would not let her
25 speak. As Kliger's vicious verbal attacks berating Marie continued, Marie felt sick to her stomach
26 and devalued. She became disassociated from the conversation due to the immense stress and
27 anxiety resulting from being talked to in such a harassing manner. Marie complained to Zavala
28 several days later, telling him what happened, and once again was met with his standard "married

1 couple” response. Not once did Zavala stand up for Marie, despite the fact that he was the one
2 who asked her to take on the leadership role that was now upsetting Kliger.

3 42. The department was hiring a new Nurse Manager, and Zavala recommended Thom,
4 who had harassed Marie when she had briefly transferred to Anaheim. Luckily, Thom was not
5 hired and Lilja was selected and hired for the position in or around May of 2015. Within one (1)
6 week of her hiring, Lilja informed Marie to prepare for a meeting and to get a steward. When
7 Marie inquired what this meeting was about, Lilja told Marie “don’t worry about it” implying
8 that it was nothing serious. At the meeting, Lilja informed Marie that she was being investigated
9 for an incident that happened months before, on March 17, 2015 at the bistro downstairs involving
10 an employee of the bistro who overcharged Marie, and Marie brought it to the employee’s
11 attention. The employee of the bistro consistency overcharged Marie, and Marie had just been
12 verbally abused by Kliger right before the incident. Marie was emotional and asked the bistro
13 employee why she continued to overcharge her. During the meeting with Lilja, Marie was
14 informed that the employee got very upset about Marie bringing that to her attention, and she had
15 to leave work early. Barrido was with Marie at the time or the incident, and Lilja brought Barrido
16 in for questioning, trying to push Barrido into saying that Marie did something wrong. Barrido
17 refused. This investigation also involved Marie allegedly speaking in a rude manner to an LVN
18 from another department. Despite Marie providing documentation surrounding the phone calls
19 and providing Lilja with a written statement from a nurse, Heidi, who overheard the entire
20 conversation stating that she never heard Marie be rude to the LVN or the patient, Lilja still issued
21 Marie a Level 1 for this and the bistro incident.

22 43. This “investigation” was the first of many initiated by Lilja regarding issues that had
23 allegedly happened weeks or months prior to Lilja’s arrival, and thereafter. During a (6) month
24 period, Marie was called in for at least five (5) to six (6) investigations, including a complaint
25 from Kliger about Marie – all of which were unsubstantiated except the initial bistro/LVN
26 investigation that resulted in a Level 1.

27 44. Marie began experiencing severe stress and anxiety after being called in by Lilja and/or
28 Zavala so often. Further, Marie’s stress was exacerbated by the fact that ever since her fall and

workers compensation claim in 2011, she had been warned by multiple individuals, including David Mallon, Sherry Deksyer, and later by Assistant Chief Mercedes Garcia, that someone in high-level management did not like her. Marie felt harassed and retaliated against due to her medical condition and complaints of illegality, including but not limited to HIPAA violations and her complaint to Zavala regarding untimely patient access. As if she were in a glass observation dome, Marie felt her every move be unfairly criticized and scrutinized by Defendants. Marie's exceptional performance as a nurse was never questioned, and she knew that her actions in question certainly did not warrant any "investigation."

45. Kliger continued to harass Marie, and Marie continued to stand up for her nursing license and patients. On one particular occasion, after being yelled at by Kliger, Marie was so distraught that she experienced her first panic attack. She tried her best to catch her breath as she sobbed. Marie had to use a breathing technique that she uses to help anxious patients calm down. Marie experienced a sleepless, anxious night after this incident. Marie reported the incident to Lilja, who told her to write up her complaint. Marie documented the complaint but never submitted it in fear of further retaliation from Kliger.

46. Marie looked for another opportunity to transfer, and Lilja agreed that it would be a "good idea" to do so, "to take the heat off." She applied for a position at OC Santa Ana Harbor Psychiatry and met with Erin Hamm (hereinafter, "Hamm") and David Pierce (hereinafter, "Pierce") for a meet and greet. Both Hamm and Pierce discouraged Marie from the transfer. Pierce made a rude, insensitive and harassing comment to Marie when he stated, "***don't think this is an easy job to have until you retire.***" Marie was fifty-eight (58) years old at the time had no plans of retiring until at least another ten (10) years. Despite Pierce and Hamm's rude and discriminatory animus, Marie opted to transfer to get out of the toxic environment at Orchard. However, the harassment and discrimination from Hamm continued and Marie once again returned to Downey.

47. When Marie returned, the department was in chaos yet again. However, agency nurse Patricia Terry told Marie that Kliger spoke very highly of her. Marie appreciated the comment as an uneasy truce, and she remained hopeful although many nursing issues remained unresolved.

1 LVNs had been hired and there were concerns about their role and scope of practice. Marie and
2 other RNs began to notice LVNs working outside of their scope of practice, and they complained
3 to management.

4 48. Although unusual, Kliger insisted on attending the nurse meetings, and he used the
5 meetings as an opportunity to harass and berate Marie and other nurses who refused to work
6 outside of their scope of practice. On or about June 3, 2016, a meeting was held with the LVNs,
7 RNs, Kliger, Zavala, Lilja, and Kimberly Hairston. The RNs in attendance were Marie, Barrido,
8 and Melinda Chamley. During the meeting the RNs complained that LVNs were working outside
9 of their legal scope of practice. Dr. Kliger, enraged, yelled “all of the RNs can be replaced” and
10 “these LVNs could do your jobs.” Dr. Kliger almost struck Lilja in the face. Lilja feared for her
11 safety and complained to her supervisor Buddemeyer. Several months later, Lilja took a stress
12 leave and resigned.

13 49. Within one (1) month, all three RNs present at the meeting had been disciplined in one
14 way or another. RN Chamely had been terminated due to unauthorized HealthConnect accessions
15 from three (3) months prior, RN Barrido had been placed on investigatory suspension for alleged
16 HealthConnect accessions from five (5) months prior, and Marie was called into a disciplinary
17 meeting, that that was eventually unsubstantiated.

18 50. During nursing meetings, Marie remained vocal about LVN’s performing duties
19 outside of their scope of practice, and she did not let the department, or management forget that
20 she believed that Barrido was wrongfully and unfairly suspended.

21 51. In or around February of 2017, a new manager was hired for a position that had never
22 before existed. Dawn Wells (hereinafter, “Wells”) was hired on as Zavala’s “Assistant Director.”
23 Marie found it odd that the job had never been posted. Fear of retaliation overtook her, and Marie
24 called the department’s new HR Consultant, James. Marie opened up to James and told him
25 everything from Kliger’s harassment, her fall and subsequent worker’s compensation claim, and
26 unfair Levels. Marie cried to James on the phone and told him she was terrified of losing her job.
27 Marie felt that James cared, and she appreciated someone representing Kaiser actually showing
28 concern. For once, the issue was resolved and there was a meeting set up with Wells to discuss

1 what seemed to be a misunderstanding. Marie was beyond thankful and relieved to have someone
2 who actually had the decency to sit down and resolve an issue, and she was very pleased with the
3 outcome.

4 52. In the Summer of 2017, Trisha Montero (hereinafter, “Montero”) was hired as Nurse
5 Manger. Marie was grateful to have someone come into the Nurse Manager role to provide more
6 structure for the nursing and workflow.

7 53. As of a few years prior to 2017, RNs were no longer allowed to perform triage – it was
8 allegedly out of their scope of practice. Marie and other RNs knew this was not true, but they
9 complied and did not have an issue no longer performing triage. Instead, triage was performed
10 by a therapist.

11 54. On one occasion in September of 2017, the therapist who was scheduled for triage had
12 called out, and their manager had not arranged for a replacement to cover the shift. Therefore,
13 there was no therapist to cover triage, or “Officer of the Day” (“OD”). The clerical staff frantically
14 requested Marie’s help, telling Marie the situation and that the patient is saying they are going to
15 kill someone. At the time, the therapist manager was not there. Marie told the clerical staff to call
16 the nearby facility that is one (1) mile away. Standard practice is to have the OD of that facility
17 come over to handle triage for the patient. The clerical staff informed Marie that they had already
18 called that facility, and the OD had told them to contact Nursing. With no other options, Marie
19 agreed to talk to the patient, but informed the clerical staff that nursing is generally not taking
20 care of this, and to please notify Burke as soon as possible to see what course of action she would
21 like to take.

22 55. After speaking to the patient, and conducting a quick triage at the front desk, Marie
23 concluded that the patient was safe to remain in the lobby and was not a current threat to himself,
24 or others. Marie was able to secure a therapist to see the patient and asked him if he could wait
25 20/30 minutes for them to arrive. The patient said yes, and Marie checked on the patient every
26 ten (10) minutes until the OD arrived, and she was sure to document everything. Once at Orchard,
27 the OD explained they did not know nursing was no longer handling triage. Zalava was at the
28 scene, as was Montero. Montero thanked Marie for going “above and beyond” and for taking

1 care of the situation.

2 56. Approximately one (1) month later in October of 2017, Marie took a two (2) week
3 vacation. While on vacation, one of Marie's injections patients got into a telephonic altercation
4 with an LVN and threatened to bring a gun to the hospital and shoot everyone because his request
5 for a refill of a stimulant medication was being denied. This patient was on heavy anti-psychotic
6 medication and could be considered lower functioning. The LVN on the phone reported the
7 threatening assault to a nurse, where the report went up the chain of command. Upon Marie's
8 return, she was appalled to hear how unsafely and unlawfully the situation was handled.

9 57. When they had called Long Beach Police Department ("LBPD" who did a wellness
10 check at the patient's house, LBPD refused to make an arrest, claiming it was out of their
11 jurisdiction. So, instead, Kaiser opted to essentially involve themselves in a sting operation with
12 Downey Police Department ("DPD"). The patient was scheduled to come in for an injection the
13 following week and DPD was allegedly going to be on-site, but hidden. Management had a new
14 per diem nurse, who was only apprised of the situation that same day, take the injection in a
15 provider's office, instead of the medication room so that they could escort him out a specific door
16 and deliver him to the police – which was a clear violation of the nurse practice act.

17 58. Further, management also sent out a mass email to the department stating that a patient
18 who had threatened physical harm with a gun was coming in for an appointment, but due to
19 HIPAA the patient's identity was not released. Nurses and staff worked in fear that day and the
20 per diem nurse who was tasked with injecting the patient was so afraid that another nurse had to
21 assist her with the patient. The patient who threatened to shoot up the hospital came in through
22 the lobby and endangered not only the lives of staff, but also the lives of patients in the lobby.

23 59. Marie was appalled that something like this happened while she was only gone on
24 vacation. After speaking with the per diem nurse who was clearly upset, Marie brought the issue
25 to the union and her supervisor Montero. Marie asked Montero the reasoning for taking the course
26 of action that they did, and Montero said that they were very concerned that the patient needed
27 his medication. Marie did not believe that this medication was urgent as it was not life threatening
28 and the patient had skipped doses and not shown up for appointments before in the past.

1 60. In or around late November/early December of 2017, Zavala “resigned,” and Wells was
2 promoted to his position. Shortly thereafter in or around mid-December 2017, Montero told Marie
3 she needed a steward for a meeting. Marie was called in for an “investigation” surrounding the
4 incident on September of 2017, nearly three (3) months later for allegedly violating HIPAA and
5 not taking care of the patient properly. Prior to the meeting, Montero said to Marie she didn’t
6 think Marie had done anything wrong. Instead, Marie did everything in her power to take care of
7 a potentially dangerous situation, and she did so with success. Despite that, Marie found herself
8 in yet another “investigation” with Wells, and Montero. Marie’s union steward was sure this was
9 not a HIPAA violation, and the meeting ended openly, stating they would “look into” the situation
10 more. Marie was stressed throughout the holidays and felt ill due to the uncertainty.

11 61. Upon returning to work after the holidays in January of 2018, Marie’s name was cleared
12 because Wells and Montero watched the videotape in the lobby that “validated everything [Marie]
13 said,” and she had **not** done anything wrong or violated HIPAA in the slightest.

14 62. Throughout 2017, Marie and her fellow nurses had been negotiating with the
15 department regarding pairing nurses with specific doctors. The nurses believed that they were not
16 adequately staffed for that arrangement and that it would create an unfair workload, along with
17 an issue of cross-coverage.

18 63. In January of 2018, Defendants halted all negotiations with the nurses and enforced a
19 new policy pairing doctors to nurses. The doctors were allowed to select their nurses based upon
20 seniority, and the doctors received an email with their assignments. Marie was told by Dr. Patrick
21 Casey that she had been assigned to Kliger. Marie immediately started crying and had a panic
22 attack just thinking about being assigned Kliger. Marie was devastated and she immediately went
23 to the new Chief of Department, Mercedes Garcia and told her that she feared further
24 discriminatory conduct and retaliation if she were paired with Kliger. Marie also addressed her
25 concerns in email complaints to Garcia, Wells, and Montero, who were often unresponsive.

26 64. After Marie’s complaints regarding her fear of being assigned to Kliger, Defendants
27 retaliated by manufacturing a pretextual reason to justify her termination. In the first week of
28 February of 2018, Marie took one personal day to get a cortisone injection procedure related to

1 her workplace fall. The injection made Marie feel better than she had in years since the fall.
2 Around one (1) week later on February 12, 2018, Marie renewed her RN license online, printed
3 out her receipt, and provided it to her supervisor Montero so that she could verify it online, per
4 standard protocol.

5 65. On or about Monday, March 19, 2018, Marie got a phone call from Montero who said
6 that there was a problem with her RN license. Marie was confused and she was sure she had not
7 only renewed, but also provided Montero with the receipt. Marie went online and to her shock
8 and disbelief, the website showed her license as delinquent. Marie was beyond confused and
9 ***immediately renewed her license within two (2) hours.*** Marie had to go through the process
10 twice, because the first time she submitted it, it once again incorrectly provided her with her old
11 receipt from the previous year.

12 66. Marie called the website's technical support when the problem happened a second time,
13 who immediately asked Marie if she was using Google Chrome. Marie responded that yes, she
14 was. Immediately the technician identified the problem, informing Marie that the website had
15 been acting up with Google Chrome, and that Marie was not the first person that had called that
16 day regarding the same issue. The technician recommended using Internet Explorer, and Marie
17 completed the process again and, in a breeze, renewed her license and returned to work. It is
18 relevant to note that Marie's active license had the same renewal date it would have had if she
19 would have renewed "timely" – February 28th, which would likely mean that the renewal was
20 retroactive. Marie had worked in good faith without a renewed license for nine (9) days, believing
21 that her license was active. Marie explained the technical error in detail to Montero and provided
22 her with her active license the same day, on March 19, 2018. Montero said she would inform HR
23 as to the technical error. Marie even reported the incident to the Board of Registered Nursing,
24 who never issued her any discipline.

25 67. Several days later on or about March 21, 2018, Maire was informed by Montero that
26 HR had further concerns about the incident. Marie's union steward, Ben Quirarte (hereinafter,
27 "Quirarte") called Marie on or about Sunday, March 25, 2018 and informed her that she was
28 being placed on administrative leave effective Monday, March 26, 2018. Quirarte did not seem

1 concerned, telling Marie not to worry, and that “everyone forgets these things.” Nevertheless,
2 Marie wrote a statement to the union to submit to Kaiser regarding the technical error, her good
3 faith work during the nine (9) days in question, and diligent renewal upon discovering what had
4 happened.

5 68. Marie was called in for an invitational meeting in early April. Present at the meeting was
6 James from HR, Buddemeyer, Wells, Montero, and institutional union representative Ben
7 Snyder. Union steward Mark was also present, via telephone. Marie was concerned to see
8 Buddemeyer, the Assistant Medical Center Manager, at the meeting. Marie had been called in to
9 plenty of investigatory meetings over the years, and Buddemeyer had never been to even one (1)
10 of them, so Buddemeyer’s presence was highly unusual. During the meeting, Marie explained
11 the technical error she had encountered with Google Chrome, and that the website Tech Support
12 had confirmed this was indeed a widespread issue that had been occurring when nurses were
13 attempting to renew their licenses. Montero admitted that she did not know it was her
14 responsibility to verify Marie’s license, and that even she did not notice the receipt had the wrong
15 year until after Marie’s license had already expired. Marie and others in the meeting seemed to
16 be in agreement that this error was a good learning opportunity to be able to address future
17 concerns and put a more solid structure in place when RNs renew their licenses. Marie said that
18 from here on out, she would be sure to check in with her supervisor to ensure that her license was
19 verified. James in HR, who is the department that allegedly had a concern, was happy with
20 Marie’s explanation. James looked at Buddemeyer, Wells, and Montero and stated “Okay, so I
21 think we understand what happened here now” and he was ready to wrap up the meeting.
22 Buddemeyer immediately chimes in to say, “We have to run this by legal.” There was an awkward
23 pause, and the meeting ended.

24 69. Kaiser’s own policy regarding delinquent licenses is that the employee will be placed on
25 a fourteen (14) day administrative leave and if they do not renew their license during those
26 fourteen (14) days, then they would be terminated. In Marie’s case, she was never placed on a
27 leave to renew her license prior to obtaining her renewal, and she did so within two (2) hours of
28 learning her license was inactive.

1 70. Further, for those nine (9) days, Marie and Defendants were protected from liability
2 pursuant to California Code of Civil Procedure § 1029.8, which states “(1) Any person,
3 partnership, corporation, or other entity providing goods or services under the good faith belief
4 that they are properly licensed and acting within the proper scope of that licensure.” Despite the
5 clear lack of liability, Marie was never told what “legal” had to say.

6 71. Marie was physically and mentally ill over Defendants’ actions and was called out of
7 work by her doctor the morning of a scheduled meeting set for April 16, 2018. Marie provided
8 Defendants with her doctor’s note excusing her absence due to illness, and she received no
9 response from Defendants. While out for the day due to sickness on April 16, 2018, Defendants
10 elected to wrongfully terminate Marie for false, pretextual reasons rooted in discrimination,
11 harassment, and retaliation for Marie’s medical condition/disability, age, and complaints of
12 illegality. Defendants ended Marie’s nearly twenty (20) year career with Defendants through
13 courier, delivering her termination letter and final paycheck to her door.

14 72. Following the termination, Marie suffered severe symptoms of emotional distress
15 including, but not limited to depression, anxiety, stress, headaches, and weight loss.

16 73. *Economic damages:* As a consequence of defendants’ conduct, plaintiff has suffered
17 and will suffer harm, including lost past and future income and employment benefits, stock
18 options, damage to her career, and lost wages, overtime, unpaid expenses, and penalties, as well
19 as interest on unpaid wages at the legal rate from and after each payday on which those wages
20 should have been paid, in a sum to be proven at trial.

21 74. *Non-economic damages:* As a consequence of defendants’ conduct, plaintiff has
22 suffered and will suffer psychological and emotional distress, humiliation, and mental and
23 physical pain and anguish, in a sum to be proven at trial.

24 75. *Punitive damages:* Defendants’ conduct constitutes oppression, fraud, and/or malice
25 under California Civil Code section 3294 and, thus, entitles plaintiff to an award of exemplary
26 and/or punitive damages.

27 a. *Malice:* Defendants’ conduct was committed with malice within the meaning of
28 California Civil Code section 3294, including that (a) defendants acted with intent to cause injury

1 to plaintiff and/or acted with reckless disregard for plaintiff's injury, including by terminating
2 plaintiff's employment and/or taking other adverse job actions against plaintiff because of her
3 age, disability, and/or good faith complaints, and/or (b) defendants' conduct was despicable and
4 committed in willful and conscious disregard of plaintiff's rights, health, and safety, including
5 plaintiff's right to be free of discrimination, harassment, retaliation, and wrongful employment
6 termination.

7 b. *Oppression*: In addition, and/or alternatively, defendants' conduct was committed
8 with oppression within the meaning of California Civil Code section 3294, including that
9 defendants' actions against plaintiff because of her age, disability, and/or good faith complaints
10 were "despicable" and subjected plaintiff to cruel and unjust hardship, in knowing disregard of
11 plaintiff's rights to a work place free of discrimination, harassment, retaliation, and wrongful
12 employment termination.

13 c. *Fraud*: In addition, and/or alternatively, defendants' conduct, as alleged, was
14 fraudulent within the meaning of California Civil Code section 3294, including that defendants
15 asserted false (pretextual) grounds for terminating plaintiff's employment and/or other adverse
16 job actions, thereby to cause plaintiff hardship and deprive her of legal rights.

17 76. *Attorneys' fees*: Plaintiff has incurred and continues to incur legal expenses and
18 attorneys' fees.

19 77. *Exhaustion of administrative remedies*: Prior to filing this action, plaintiff exhausted
20 her administrative remedies by filing a timely administrative complaint with the Department of
21 Fair Employment and Housing ("DFEH") and receiving a DFEH right-to-sue letter.

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1 **FIRST CAUSE OF ACTION**

2 **(Violation of FEHA (Government Code § 12900, *et seq.*) (Age**
3 **Discrimination)—Against Defendants Southern California**
4 **Permanente Medical Group, Kaiser Foundation Health Plan,**
5 **Inc., Kaiser Foundation Hospitals, and Does 1 to 100, Inclusive)**

6 78. The allegations set forth in paragraphs 1 through 77 are re-alleged and incorporated
7 herein by reference.

8 79. At all times herein mentioned, FEHA, Government Code section 12940, *et seq.*, was in
9 full force and effect and was binding on defendants. This statute requires defendant to refrain
10 from discriminating against any employee because she or she is more than 40 years old. Within
11 the time provided by law, plaintiff filed a complaint with the DFEH, in full compliance with
12 administrative requirements, and received a right-to-sue letter.

13 80. During plaintiff's employment with defendants, defendants, through their supervisors,
14 engaged in actions that had a negative impact on the treatment of employees who were more than
15 40 years old. Specifically, defendants discharged older employees with greater frequency than
16 younger employees, hired fewer employees who were older than 40, and gave better jobs and
17 benefits to younger employees.

18 81. During plaintiff's employment with defendants, defendants intentionally engaged in
19 age discrimination by discharging employees over the age of 40 with greater frequency than other
20 employees. During plaintiff's employment with defendants, defendants had a pattern and
21 practice of discriminating against employees who were more than 40 years old.

22 82. Plaintiff was a qualified employee at the time of the termination of her employment and
23 was more than 40 years old. Defendants continued to hire younger employees to replace the older
24 employees whom they were discharging or otherwise forcing out of the company. Defendants
25 replaced Plaintiff with a younger employee, under 40 years old, after terminating Plaintiff. All
26 of defendants' conduct raises an inference of discrimination.

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1 83. Defendants, through their managers and supervisors, made a number of comments to
2 and about plaintiff and made staffing decisions and/or transfers that exhibited ageist motivations,
3 intentions, and consciousness. Plaintiff believes and, on that basis, alleges that defendants' real
4 motivation was to discharge her because of her age.

5 84. Defendants' conduct, as alleged, violated FEHA, and defendants committed unlawful
6 employment practices, including by the following, separate bases for liability:

7 a. Discharging, barring, refusing to transfer, retain, hire, select, and/or employ, and/or
8 otherwise discriminating against plaintiff, in whole or in part on the basis of plaintiff's age and/or
9 other protected characteristics, in violation of Government Code section 12940(a);

10 b. Harassing plaintiff and/or creating a hostile work environment, in whole or in part
11 on the basis of plaintiff's age and/or other protected characteristics, in violation of Government
12 Code section 12940(j);

13 c. Failing to take all reasonable steps to prevent discrimination and harassment based
14 on age and/or other protected characteristics, in violation of Government Code section 12940(k);

15 d. Retaliating against plaintiff for seeking to exercise rights guaranteed under FEHA
16 and/or opposing defendants' failure to provide such rights, in violation of Government Code
17 section 12940(h).

18 85. On the basis of the above, plaintiff believes and alleges that her age was a substantial
19 motivating factor in defendants' termination of her employment.

20 86. As a proximate result of defendants' willful, knowing, and intentional discrimination
21 against plaintiff, plaintiff has sustained and continues to sustain substantial losses of earnings and
22 other employment benefits.

23 87. As a proximate result of defendants' willful, knowing, and intentional discrimination
24 against plaintiff, plaintiff has suffered and continues to suffer humiliation, emotional distress, and
25 mental and physical pain and anguish, all to her damage in a sum according to proof.

26 88. Defendants' discrimination was done intentionally, in a malicious, fraudulent,
27 oppressive manner, entitling plaintiff to punitive damages.

28 89. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.

Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

SECOND CAUSE OF ACTION

(Violation of FEHA (Government Code § 12900, *et seq.*) (Age Harassment)—Against Defendants Southern California Permanente Medical Group, Kaiser Foundation Health Plan, Inc., Kaiser Foundation Hospitals, David Kliger, Lorraine Ward, and Does 1 to 100, Inclusive)

90. The allegations set forth in paragraphs 1 through 89 are re-alleged and incorporated herein by reference.

91. Defendants' conduct, as alleged, violated FEHA, Government Code section 12900, *et seq.*, and defendants committed unlawful employment practices, including by the following, separate bases for liability:

a. Harassing plaintiff and/or creating a hostile work environment, in whole or in part on the basis of plaintiff age and/or other protected characteristics, in violation of Government Code section 12940(j);

b. Failing to take all reasonable steps to prevent discrimination, harassment, and retaliation based on age, in violation of Government Code section 12940(k).

92. As a proximate result of defendants' willful, knowing, and intentional harassment of plaintiff, plaintiff has sustained and continues to sustain substantial losses of earnings and other employment benefits.

93. As a proximate result of defendants' willful, knowing, and intentional harassment of plaintiff, plaintiff has suffered and continues to suffer humiliation, emotional distress, and physical and mental pain and anguish, all to her damage in a sum according to proof.

94. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reasonable

attorneys' fees and costs (including expert costs) in an amount according to proof.

95. Defendants' misconduct was committed intentionally, in a malicious, fraudulent, despicable, oppressive manner, entitling plaintiff to punitive damages against defendants.

THIRD CAUSE OF ACTION

(Violation of FEHA (Government Code § 12900, *et seq.*)

(Disability Discrimination)—Against Defendants Southern

California Permanente Medical Group, Kaiser Foundation

Health Plan, Inc., Kaiser Foundation Hospitals, and Does 1 to

100, Inclusive)

96. The allegations set forth in paragraphs 1 through 95 are re-alleged and incorporated herein by reference.

97. Plaintiff's actual, perceived, and/or history of disability and/or other characteristics protected by FEHA, Government Code section 12900, *et seq.*, were motivating factors in defendants' decision to terminate plaintiff's employment, not to retain, hire, or otherwise employ plaintiff in any position, to refuse to accommodate plaintiff, to refuse to engage in the interactive process, and/or to take other adverse job actions against plaintiff.

98. Defendants' conduct, as alleged, violated FEHA, Government Code section 12900, *et seq.*, and defendants committed unlawful employment practices, including by the following, separate bases for liability:

a. Discharging, barring, refusing to transfer, retain, hire, select, and/or employ, and/or otherwise discriminating against plaintiff, in whole or in part on the basis of plaintiff's actual, perceived, and/or history of disability and/or other protected characteristics, in violation of Government Code section 12940(a);

b. Failing to accommodate plaintiff's actual, perceived, and/or history of disability, in violation of Government Code section 12940(m);

c. Failing to engage in a timely, good faith interactive process to determine reasonable accommodation, in violation of Government Code section 12940(n);

1 d. Failing to take all reasonable steps to prevent discrimination, harassment, and
2 retaliation based on actual, perceived, and/or history of disability, in violation of Government
3 Code section 12940(k);

4 e. Retaliating against plaintiff for seeking to exercise rights guaranteed under FEHA
5 and/or opposing defendants' failure to provide such rights, including rights of reasonable
6 accommodation, rights of interactive process, leave rights, and/or the right to be free of
7 discrimination, in violation of Government Code section 12940(h);

8 f. Failing to provide plaintiff with requisite statutory leave, violating notice and/or
9 other procedural requisites of leave, and/or retaliating against plaintiff for taking leave, in
10 violation of Government Code section 12945.2.

11 99. As a proximate result of defendants' willful, knowing, and intentional discrimination
12 against plaintiff, plaintiff has sustained and continues to sustain substantial losses of earnings and
13 other employment benefits.

14 100. As a proximate result of defendants' willful, knowing, and intentional discrimination
15 against plaintiff, plaintiff has suffered and continues to suffer humiliation, emotional distress, and
16 physical and mental pain and anguish, all to her damage in a sum according to proof.

17 101. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
18 Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reasonable
19 attorneys' fees and costs (including expert costs) in an amount according to proof.

20 102. Defendants' misconduct was committed intentionally, in a malicious, despicable,
21 oppressive manner, and fraudulent manner, entitling plaintiff to punitive damages against
22 defendants.

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1 **FOURTH CAUSE OF ACTION**

2 **(Violation of FEHA (Government Code § 12900, *et seq.*)**

3 **(Medical Condition and/or Disability Harassment—Southern**

4 **California Permanente Medical Group, Kaiser Foundation**

5 **Health Plan, Inc., Kaiser Foundation Hospitals, David Kliger,**

6 **Lorraine Ward, and Does 1 to 100, Inclusive)**

7 103. The allegations set forth in paragraphs 1 through 102 are re-alleged and incorporated
8 herein by reference.

9 104. Defendants' conduct, as alleged, violated FEHA, Government Code section 12900,
10 *et seq.*, and defendants committed unlawful employment practices, including by the following,
11 separate bases for liability:

12 a. Harassing plaintiff and/or creating a hostile work environment, in whole or in part
13 on the basis of plaintiff's actual, perceived, and/or history of disability and/or other protected
14 characteristics, in violation of Government Code section 12940(j);

15 b. Failing to take all reasonable steps to prevent discrimination, harassment, and
16 retaliation based on actual, perceived, and/or history of medical condition and/or physical
17 disability, in violation of Government Code section 12940(k).

18 105. As a proximate result of defendants' willful, knowing, and intentional harassment of
19 plaintiff, plaintiff has sustained and continues to sustain substantial losses of earnings and other
20 employment benefits.

21 106. As a proximate result of defendants' willful, knowing, and intentional harassment of
22 plaintiff, plaintiff has suffered and continues to suffer humiliation, emotional distress, and
23 physical and mental pain and anguish, all to her damage in a sum according to proof.

24 107. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
25 Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reasonable
26 attorneys' fees and costs (including expert costs) in an amount according to proof.

27 108. Defendants' misconduct was committed intentionally, in a malicious, fraudulent,
28 despicable, oppressive manner, entitling plaintiff to punitive damages against defendants.

FIFTH CAUSE OF ACTION
(Violation of FEHA (Government Code § 12940(a), (i),
(m), (n)) (Failure to Provide Reasonable
Accommodation)—Against Defendants Southern
California Permanente Medical Group, Kaiser
Foundation Health Plan, Inc., Kaiser Foundation
Hospitals, and Does 1 to 100, Inclusive)

109. The allegations set forth in paragraphs 1 through 108 are re-alleged and incorporated herein by reference.

110. At all times herein mentioned, FEHA, Government Code section 12940(a), (i), (m), and (n), was in full force and effect and was binding on defendants. This statute requires defendants to provide reasonable accommodations to known disabled employees. Within the time provided by law, plaintiff filed a complaint with the DFEH, in full compliance with administrative requirements, and received a right-to-sue letter.

111. Defendants wholly failed to attempt any reasonable accommodation of plaintiff's known disability. Defendants used plaintiff's disability and her need to take medical leave as an excuse for terminating plaintiff's employment.

112. Plaintiff believes and, on that basis, alleges that her disability and the need to accommodate her disability were substantial motivating factors in defendants' termination of her employment.

113. As a proximate result of defendants' willful, knowing, and intentional misconduct, plaintiff has sustained and continues to sustain substantial losses of earnings and other employment benefits.

114. As a proximate result of defendants' willful, knowing, and intentional misconduct, plaintiff has suffered and continues to suffer humiliation, emotional distress, and physical and mental pain and anguish, all to her damage in a sum according to proof.

115. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reasonable

attorneys' fees and costs (including expert costs) in an amount according to proof.

116. Defendants' misconduct was committed intentionally, in a malicious, despicable, oppressive manner, and fraudulent manner, entitling plaintiff to punitive damages against defendants.

SIXTH CAUSE OF ACTION

(Violation of FEHA (Government Code § 12900, *et seq.*) (Failure to Engage in Interactive Process)—Against Defendants Southern California Permanente Medical Group, Kaiser Foundation Health Plan, Inc., Kaiser Foundation Hospitals, and Does 1 to 100, Inclusive)

117. The allegations set forth in paragraphs 1 through 116 are re-alleged and incorporated herein by reference.

118. Defendants' conduct, as alleged, violated FEHA, Government Code section 12900, *et seq.*, and defendants committed unlawful employment practices, including by the following bases for liability: failing to engage in a timely, good faith interactive process to determine reasonable accommodation, in violation of Government Code section 12940(n).

119. As a proximate result of defendants' willful, knowing, and intentional discrimination against plaintiff, plaintiff has sustained and continues to sustain substantial losses of earnings and other employment benefits.

120. As a proximate result of defendants' willful, knowing, and intentional discrimination against plaintiff, plaintiff has suffered and continues to suffer humiliation, emotional distress, and physical and mental pain and anguish, all to her damage in a sum according to proof.

121. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. Plaintiff is at present unaware of the precise amounts of these expenses and fees and will seek leave of court to amend this Complaint when the amounts are fully known.

122. Defendants' misconduct was committed intentionally, in a malicious, despicable, oppressive manner, and fraudulent manner, entitling plaintiff to punitive damages against

1 defendants.

2
3 **SEVENTH CAUSE OF ACTION**
4 **(Violation of FEHA (Government Code § 12900, *et seq.*)**
5 **(Retaliation for Engaging in a Protected Activity)—Against**
6 **Defendants Southern California Permanente Medical Group,**
7 **Kaiser Foundation Health Plan, Inc., Kaiser Foundation**
8 **Hospitals, and Does 1 to 100, Inclusive)**

9 123. The allegations set forth in paragraphs 1 through 122 are re-alleged and incorporated
10 herein by reference.

11 124. Plaintiff's engagement in protected activity, including good faith complaints and/or
12 opposition to discrimination and harassment based on age, disability, and/or good faith
13 complaints protected by FEHA, Government Code section 12900, *et seq.*, as well as to
14 defendants' failure to accommodate her disability and failure to engage in the interactive process,
15 were motivating factors in defendants' decision to terminate plaintiff's employment, not to retain,
16 hire, or otherwise employ plaintiff in any position, and/or to take other adverse job actions against
17 plaintiff.

18 125. Defendants' conduct, as alleged, violated FEHA, Government Code section 12900,
19 *et seq.*, and defendants committed unlawful employment practices, including by the following,
20 separate bases for liability:

21 a. Demoting, discharging, barring, refusing to retain, refusing to transfer, hire, select,
22 and/or employ, and/or otherwise discriminating against plaintiff, in whole or in part on the basis
23 of plaintiff's age, disability, good faith complaints and/or other protected characteristics by
24 FEHA, Government Code section 12900, *et seq.*, in violation of Government Code section
25 12940(a);

26 b. Harassing plaintiff and/or creating a hostile work environment, in whole or in part
27 on the basis of plaintiff's age, disability, good faith complaints and/or other protected
28 characteristics, in violation of Government Code section 12940(j);

1 c. Failing to take all reasonable steps to prevent discrimination, harassment, and
2 retaliation based on age, disability, and/or good faith complaints in violation of Government Code
3 section 12940(k);

4 d. Retaliating against plaintiff for seeking to exercise rights guaranteed under FEHA
5 and/or opposing defendants' failure to provide such rights, including rights of reasonable
6 accommodation, rights of interactive process, leave rights, and/or the right to be free of
7 discrimination, in violation of Government Code section 12940(h);

8 e. Failing to accommodate plaintiff's actual, perceived, and/or history of disability, in
9 violation of Government Code section 12940(m);

10 f. Failing to engage in a timely, good faith interactive process to determine reasonable
11 accommodation, in violation of Government Code section 12940(n);

12 g. Creating a hostile work environment, in whole or in part on the basis of plaintiff's
13 actual, perceived, and/or history of disability and/or other protected characteristics, in violation
14 of Government Code section 12940(j);

15 h. Retaliating against plaintiff for seeking to exercise rights guaranteed under FEHA
16 and/or opposing defendants' failure to provide such rights, including rights of reasonable
17 accommodation, rights of interactive process, leave rights, and/or the right to be free of
18 discrimination, in violation of Government Code section 12940(h);

19 i. Failing to provide plaintiff with requisite statutory leave, violating notice and/or
20 other procedural requisites of leave, and/or retaliating against plaintiff for taking leave, in
21 violation of Government Code section 12945.2.

22 126. As a proximate result of defendants' willful, knowing, and intentional retaliation
23 against plaintiff, plaintiff has sustained and continues to sustain substantial losses of earnings and
24 other employment benefits.

25 127. As a proximate result of defendants' willful, knowing, and intentional retaliation
26 against plaintiff, plaintiff has suffered and continues to suffer humiliation, emotional distress, and
27 physical and mental pain and anguish, all to her damage in a sum according to proof.

28 //

128. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

129. Defendants' misconduct was committed intentionally, in a malicious, fraudulent, despicable, oppressive manner, entitling plaintiff to punitive damages against defendants.

EIGHTH CAUSE OF ACTION
(Failure to Prevent Discrimination, Harassment, and
Retaliation in Violation of FEHA (Government Code
§ 12940(k))—Against Defendants Southern California
Permanente Medical Group, Kaiser Foundation
Health Plan, Inc., Kaiser Foundation Hospitals, and
Does 1 to 100, Inclusive)

130. The allegations set forth in paragraphs 1 through 129 are re-alleged and incorporated herein by reference.

131. At all times herein mentioned, FEHA, Government Code section 12940(k), was in full force and effect and was binding on defendants. This statute states that it is an unlawful employment practice in California for an employer "to fail to take all reasonable steps necessary to prevent discrimination and harassment from occurring." Prior to filing the instant Complaint, plaintiff filed a timely administrative charge with the DFEH and received a right-to-sue notice.

132. During the course of plaintiff's employment, defendants failed to prevent their employees from engaging in intentional actions that resulted in plaintiff's being treated less favorably because of plaintiff's protected status (*i.e.*, her age, disability, and/or participation in protected activities and/or her good faith complaints and opposition). During the course of plaintiff's employment, defendants failed to prevent their employees from engaging in unjustified employment practices against employees on the basis of such protected classes. During the course of plaintiff's employment, defendants failed to prevent a pattern and practice by their employees of intentional discrimination on the basis of engagement in protected activity and

protected status.

133. Plaintiff believes and on that basis alleges that her protected status and/or engagement in a protected activity was a substantial motivating factor in defendants' employees' discrimination and retaliation against her.

134. As a proximate result of defendants' willful, knowing, and intentional misconduct, plaintiff has sustained and continues to sustain substantial losses of earnings and other employment benefits.

135. As a proximate result of defendants' willful, knowing, and intentional misconduct, plaintiff has suffered and continues to suffer humiliation, emotional distress, and physical and mental pain and anguish, all to her damage in a sum according to proof.

136. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. Plaintiff is at present unaware of the precise amounts of these expenses and fees and will seek leave of court to amend this Complaint when the amounts are fully known.

137. Defendants' misconduct was committed intentionally, in a malicious, fraudulent, oppressive manner, entitling plaintiff to punitive damages against defendants.

NINTH CAUSE OF ACTION

(Retaliation for Reporting A Workplace Injury and/or

Filing Worker's Compensation Claim

In Violation of Cal. Labor Code §6310(a))

(Against Southern California Permanente Medical Group, Kaiser Foundation Health

Plan, Inc., Kaiser Foundation Hospitals, and Does 1-100, Inclusive)

138. The allegations set forth in paragraphs 1 through 137 are re-alleged and incorporated herein by reference.

139. At all times herein mentioned, California Labor Code § 6310(a) was in full force and effect and binding on Defendants. This statute requires Defendants to refrain from discharging or in any matter discriminating against an employee for engaging in protected activities including but not limited to: (a) making an oral or written complain to government agencies with reference

1 to her employer, (b) instituting any proceeding under or relating to employees' rights, (c)
2 reporting a work-related fatality, injury, or illness, or (d) requesting access to occupational injury
3 or illness reports and records.

4 140. Here, Defendants discriminated and retaliated against plaintiff, in part, because plaintiff
5 suffered an injury at the workplace and reported the injur(ies). Plaintiff also filed a worker's
6 compensation claim against Defendants related to a workplace injur(ies). Thereafter, Defendants
7 wrongfully terminated plaintiff.

8 141. As a proximate result of Defendants' willful, knowing and intentional retaliation against
9 plaintiff, plaintiff has lost employment earnings and benefits, past and future, according to proof.

10 142. As a proximate result of said wrongful termination, plaintiff has suffered emotional
11 distress, physical and mental injuries and general damages, past and future, in a sum according
12 to proof.

13 143. As a proximate result of said wrongful termination, plaintiff has incurred, and will
14 continue to incur, attorney's fees and costs.

15 144. Defendants' misconduct was committed intentionally, in a malicious, fraudulent,
16 despicable, oppressive manner, entitling plaintiff to punitive damages against defendants.

17 18 **TENTH CAUSE OF ACTION**

19 **(Wrongful Termination of Employment in Violation of Public**
20 **Policy (Labor Code § 1102.5; FEHA, Government Code § 12900,**
21 ***et seq.*)—Against Defendants Southern California Permanente**
22 **Medical Group, Kaiser Foundation Health Plan, Inc., Kaiser**
23 **Foundation Hospitals, and Does 1 to 100, Inclusive)**

24 145. The allegations set forth in paragraphs 1 through 144 are re-alleged and incorporated
25 herein by reference.

26 146. Defendants terminated plaintiff's employment in violation of various fundamental
27 public policies underlying both state and federal laws. Specifically, plaintiff's employment was
28 terminated in part because of her protected status (*i.e.*, her age, disability, and/or good faith

complaints). These actions were in violation of FEHA, the California Constitution, and California Labor Code section 1102.5.

147. As a proximate result of defendants' wrongful termination of plaintiff's employment in violation of fundamental public policies, plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to her damage in a sum according to proof.

148. As a result of defendants' wrongful termination of her employment, plaintiff has suffered general and special damages in sums according to proof.

149. Defendants' wrongful termination of plaintiff's employment was done intentionally, in a malicious, fraudulent, oppressive manner, entitling plaintiff to punitive damages.

150. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. Pursuant to Code of Civil Procedure sections 1021.5 and 1032, *et seq.*, plaintiff is entitled to recover reasonable attorneys' fees and costs in an amount according to proof.

ELEVENTH CAUSE OF ACTION

(Violations of Labor Code § 1102.5, *et seq.*—

Against All Defendants and Does 1 to 100, Inclusive)

151. The allegations set forth in paragraphs 1 through 150 are re-alleged and incorporated herein by reference.

152. At all relevant times, Labor Code section 1102.5 was in effect and was binding on defendants. This statute prohibits defendants from retaliating against any employee, including plaintiff, for raising complaints of illegality.

153. Plaintiff raised complaints of illegality while she worked for defendants, and defendants retaliated against her by terminating her employment.

a. Specifically, plaintiff reported the unlawful discrimination and retaliation she was experiencing from defendants on the basis of her age, disability and/or good faith complaints.

b. Plaintiff also reported what she reasonably believed to be working conditions violating HIPAA, and/or other state laws, rules, codes, and/or regulations.

1 154. As a proximate result of defendants' willful, knowing, and intentional violations of
2 Labor Code section 1102.5, plaintiff has suffered and continues to suffer humiliation, emotional
3 distress, and mental and physical pain and anguish, all to her damage in a sum according to proof.

4 155. As a result of defendants' adverse employment actions against plaintiff, plaintiff has
5 suffered general and special damages in sums according to proof.

6 156. Defendants' misconduct was committed intentionally, in a malicious, fraudulent,
7 oppressive manner, entitling plaintiff to punitive damages against defendants.

8
9 **TWELFTH CAUSE OF ACTION**
10 **(Intentional Infliction of Emotional Distress—Against All**
11 **Defendants and Does 1 to 100, Inclusive)**

12 157. The allegations set forth in paragraphs 1 through 156 are re-alleged and incorporated
13 herein by reference.

14 158. Defendants' discriminatory, harassing, and retaliatory actions against plaintiff
15 constituted severe and outrageous misconduct and caused plaintiff extreme emotional distress.

16 159. Defendants were aware that treating plaintiff in the manner alleged above, including
17 depriving her of her livelihood, would devastate plaintiff and cause her extreme hardship.

18 160. As a proximate result of defendants' extreme and outrageous conduct, plaintiff has
19 suffered and continues to suffer severe emotional distress. Plaintiff has sustained and continues
20 to sustain substantial losses of earnings and other employment benefits as a result of being
21 emotionally distressed.

22 161. As a proximate result of defendants' extreme and outrageous conduct, plaintiff has
23 suffered and continues to suffer humiliation, emotional distress, and mental and physical pain
24 and anguish, all to her damage in a sum according to proof.

25 162. Defendants' misconduct was committed intentionally, in a malicious, fraudulent,
26 oppressive manner, entitling plaintiff to punitive damages.

1 **PRAYER**

2 WHEREFORE, plaintiff, Tarina Marie, prays for judgment against defendants as follows:

- 3 1. For general and special damages according to proof;
- 4 2. For exemplary damages, according to proof;
- 5 3. For pre-judgment and post-judgment interest on all damages awarded;
- 6 4. For reasonable attorneys' fees;
- 7 5. For costs of suit incurred;
- 8 6. For injunctive relief;
- 9 7. For such other and further relief as the Court may deem just and proper.

10

11 ADDITIONALLY, plaintiff, Tarina Marie, demands trial of this matter by jury. The

12 amount demanded exceeds \$25,000.00 (Government Code § 72055).

13

14

15 Dated: April 9, 2020

**SOUTHERN CALIFORNIA
LABOR LAW GROUP, P.C.**

17

18 By: 

19 Michael Zelman, Esq.
Taylor M. Prainito, Esq.
Attorneys for Plaintiff,

20 TARINA MARIE

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