

1 JOHN W. SCHILT, CASB No. 221186
2 CHRISTOPHER E. ARRAS, CASB No. 169854
3 TENAX LAW GROUP, P.C.
4 145 Park Place, Suite A
5 Point Richmond, California 94801
6 Telephone: (510) 234-2808
7 Facsimile: (510) 234-6009
8 Attorneys for Plaintiff ANGELA DAL BON

FILED
Superior Court Of California,
Sacramento
Dennis Jones, Executive
Officer
11/05/2008
skyulngai
By _____, Deputy
Case Number:
34-2008-00026066-CU-WT-GDS

Department
Assignments
Case Management 39
Law and Motion 54
Minors Compromise 22

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

11 ANGELA DAL BON,)
12)
13 Plaintiff,)
14 vs.)
15 GREATER SACRAMENTO DENTAL)
16 GROUP, INC., a corporation; ROBERT)
17 DUBANSKI, D.M.D., an individual;)
18 GERTRUDE LEE, D.M.D., an individual;)
19 and DOES 1 through 100, inclusive.)
20 Defendants.)

Case No.
**COMPLAINT FOR EMPLOYMENT
DISCRIMINATION, WRONGFUL
TERMINATION AND DAMAGES**

BY FAX

21 Comes now Plaintiff, ANGELA DAL BON ("Plaintiff"), and alleges as follows:

Parties and Venue

- 22
23 1. At all relevant times, Plaintiff was and is a resident of the State of
24 California.
25 2. Defendant GREATER SACRAMENTO DENTAL GROUP, INC. (hereafter
26 "DENTAL GROUP") was and is at all relevant times a corporation licensed to do
27 business in California.
28 3. Defendant ROBERT DUBANSKI, D.M.D., (hereafter "DUBANSKI") was

1 and is at all relevant times an individual and a dentist licensed to practice in California.

2 4. Defendant GERTRUDE LEE, D.M.D., (hereafter "LEE") was and is at all
3 relevant times an individual and a dentist licensed to practice in California.

4 5. Plaintiff is ignorant of the true names and capacities of defendants sued
5 herein as Does 1 through 100, inclusive, and therefore sues these defendants by such
6 fictitious names. Plaintiff will amend this Complaint to allege their true names and
7 capacities when they are ascertained. Plaintiff is informed and believes and thereon
8 alleges that each of the fictitiously-named defendants is responsible in some manner for
9 the occurrences herein alleged, and that Plaintiff's injuries as herein alleged were
10 proximately caused by the negligence of these defendants.

11 6. At all relevant times, Defendants, and each of them, were the agents,
12 servants, and employees of each of the other Defendants, and were acting within the
13 scope and range of that agency, service and/or employment. All acts and omissions
14 alleged to have been done by Defendants, or any of them, were done with the consent
15 and/or knowledge of the other Defendants and/or ratification on the part of the other
16 Defendants.

17 7. At all times relevant hereto, Defendant DENTAL GROUP and DOES 1
18 through 30, and each of them, have owned, operated and maintained a dental facility in
19 the City of Sacramento, California, in the County of Sacramento, providing general
20 dental services to the public.

21 8. At all times relevant hereto, Defendants DUBANSKI, LEE, and DOES 31
22 though 40, and each of them, acted as the officers, directors and shareholders of
23 defendant DENTAL GROUP and as licensed doctors of dentistry.

24 9. At all times relevant hereto, Defendants DUBANSKI, LEE, and DOES 41
25 through 70, and each of them, were employees of the other defendants, including but not
26 limited to DENTAL GROUP, DUBANSKI and LEE.

27 10. At all times relevant hereto, DOES 71 through 100, and each of them, were
28 entities or individuals of unknown capacities who are liable in some way for the acts and

1 omissions complained of herein.

2 General Allegations

3 11. At all relevant times, Plaintiff was a prospective employee and, after hiring,
4 an employee of defendants.

5 12. In or around January 2008, defendants publicly advertised for an office
6 manager for the subject dental practice facility in Sacramento, California. Plaintiff
7 responded to the advertisement.

8 13. Defendants hired plaintiff to the advertised position of office manager in
9 January 2008.

10 14. Also in January 2008, defendants required plaintiff to attend a Church of
11 Scientology seminar. Plaintiff had no particular desire to attend the seminar, but did so
12 because she understood attendance to be a requirement of her employment with
13 defendants.

14 15. Defendants again required plaintiff to attend a Church of Scientology
15 seminar in March 2008. Plaintiff had no particular desire to attend the seminar, but did
16 so because she understood attendance to be a requirement of her employment with
17 defendants.

18 16. Defendant LEE, with the authorization, approval and assistance of all
19 other defendants, also gave plaintiff Church of Scientology materials at the seminar,
20 without any request from plaintiff for such materials.

21 17. During the seminar in March, various Church of Scientology agents and
22 officials continuously exposed plaintiff to Church of Scientology doctrines, beliefs and
23 rules, and insisted that plaintiff accept them as part of her belief system. Plaintiff
24 refused to accept the Church of Scientology as her belief system or religion.

25 18. Plaintiff was raised and continues to regard her religion and belief system
26 as Roman Catholicism. The Church of Scientology programs that defendants forced her
27 attend violated her beliefs as a Roman Catholic and she refused to accept those
28 Scientology beliefs, even though she was explicitly and implicitly pressured by her

1 employer to do so.

2 19. Defendants admitted to plaintiff and others that the seminars were Church
3 of Scientology seminars and that they were religious in nature.

4 20. Plaintiff informed defendants after returning from the March 2008 seminar
5 that she would refused to attend any more such seminars because they violated her
6 religious beliefs.

7 21. Defendants responded to plaintiff by telling her that she could no longer
8 work for defendants if she refused to attend the Church of Scientology seminars.
9 Plaintiff offered to attended alternative management seminars that were not Scientology
10 seminars, but defendants refused plaintiff's offer.

11 22. Defendants made it clear to plaintiff that she could no longer work for them
12 if she rejected Scientology and would not attend the Scientology seminars.

13 23. Defendants and their agents, employees and other representatives made
14 plaintiff feel very uncomfortable at her place of employment and continuously harassed
15 her about Scientology and its beliefs and about the seminars they wanted here to attend.
16 Defendants and/or their agents, employees and other representatives continued to
17 regularly harangue and intimidate plaintiff regarding Scientology and her refusal to
18 accept it, despite plaintiff clearly stating to defendants and their agents, employees and
19 other representatives that she had no interest in changing or modifying her religion and
20 religious beliefs to include Scientology or Scientology's beliefs.

21 24. Plaintiff was so uncomfortable with defendants' harassment and forcing of
22 Scientology onto her, that she felt backed into a corner and had no other choice but to
23 stop coming to work. She notified defendants of such in a written note.

24 25. Defendants did not encourage plaintiff to return to work or offer to stop
25 pressing Scientology on her; instead, they regarded her employment as terminated, as of
26 March 27, 2008, and by written communication to plaintiff on such date did, in fact,
27 terminate plaintiff's employment.

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FIRST CAUSE OF ACTION
WRONGFUL TERMINATION
(Against All Defendants)

26. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1 thru 25 of this Complaint and incorporates them herein by this reference.

27. In violation of California public policy, as reflected in California statutory law, including but not limited to the Fair Employment and Housing Act, defendants and each of them, did unlawfully terminate the plaintiff on the basis of religion, as specifically set forth above.

28. Defendants' termination of plaintiff was based on plaintiff's adherence to the religion of Roman Catholicism and defendants' insistence that plaintiff instead adhere to the religion of Scientology and/or certain components of the religion of Scientology.

29. Plaintiff's religious beliefs precluded her from accepting defendants' chosen religion, Scientology, and defendants were at all relevant times aware of this fact. Because of plaintiff's refusal to accept Scientology and to attend seminars which had the sole and/or predominant purpose of proselytizing Scientology, defendants terminated plaintiff's employment.

30. Plaintiff offered to attend alternative management seminars which were not in direct conflict with her religious beliefs. Defendants rejected this alternative and refused to accept anything other than complete compliance with the requirements of their Scientology religion.

31. As a result of her wrongful termination or about March 27, 2008, plaintiff has suffered economic and non-economic damages. Plaintiff has suffered loss of wages and other income, and will suffer loss of wages and other income in the future. Plaintiff has also suffered mental and emotional distress as a result of defendants' unlawful and wrongful termination of plaintiff's employment.

32. Plaintiff has suffered damages in an amount to be proven at trial, but

1 which exceed the jurisdictional minimum of this court.

2 **SECOND CAUSE OF ACTION**

3 **Wrongful Constructive Discharge**

4 **(Against All Defendants)**

5 33. Plaintiff repeats and re-alleges each and every allegation contained in
6 paragraphs 1 thru 32 of this Complaint and incorporates them herein by this reference.

7 34. Defendants' actions and omissions alleged above subjected plaintiff to a
8 hostile work environment on the basis of plaintiff's religious beliefs. The hostile work
9 environment was intolerable to any reasonable person.

10 35. Because of the hostile work environment, plaintiff was forced and had no
11 other choice but to terminate her employment on or about March 27, 2008.

12 36. As a result of her wrongful termination or about March 27, 2008, plaintiff
13 has suffered economic and non-economic damages. Plaintiff has suffered loss of wages
14 and other income, and will suffer loss of wages and other income in the future. Plaintiff
15 has also suffered mental and emotional distress as a result of defendants' unlawful and
16 wrongful termination of plaintiff's employment.

17 37. Plaintiff has suffered damages in an amount to be proven at trial, but
18 which exceed the jurisdictional minimum of this court.

19 **THIRD CAUSE OF ACTION**

20 **Breach of Contract**

21 **(Against All Defendants)**

22 38. Plaintiff repeats and re-alleges each and every allegation contained in
23 paragraphs 1 thru 37 of this Complaint and incorporates them herein by this reference.

24 39. Plaintiff entered into an employment agreement with defendants which
25 was oral and which precluded plaintiff from being terminated for any wrongful basis,
26 such as on the basis of plaintiff's religious beliefs or her refusal to accept defendants'
27 religious beliefs. Despite this agreement, defendants terminated plaintiff's employment
28 and breached the contract of employment by so doing.

1 40. Plaintiff had fulfilled all her obligations under said contract for
2 employment.

3 41. As a result of defendants' breach of contract and the concomitant wrongful
4 termination of plaintiff on or about March 27, 2008, plaintiff has suffered economic and
5 non-economic damages. Plaintiff has suffered loss of wages and other income, and will
6 suffer loss of wages and other income in the future.

7 42. Plaintiff has suffered damages as a result of defendants' breach of the
8 employment contract between them and plaintiff in an amount to be proven at trial, but
9 which exceed the jurisdictional minimum of this court.

10 **FOURTH CAUSE OF ACTION**

11 **Workplace Harassment**

12 **(Against All Defendants)**

13 43. Plaintiff repeats and re-alleges each and every allegation contained in
14 paragraphs 1 thru 42 of this Complaint and incorporates them herein by this reference.

15 44. From the point that plaintiff began her employment with defendants in
16 January 2008 until the termination of her employment in March 2008, plaintiff suffered
17 humiliation, ridicule and constant harassment because of her religious beliefs.

18 45. Such humiliation, ridicule and harassment was either done by defendants
19 themselves or by others at defendants' direction and/or with defendants' approval. As a
20 condition of her continued employment, defendants required plaintiff to be subject to
21 such harassment on the basis of plaintiff's religious beliefs and her refusal to accept
22 defendants' religious beliefs.

23 46. The humiliation, ridicule and harassment was in violation of California
24 law, both common law and the California Fair Employment and Housing statutes.

25 47. As a result of continuing workplace harassment from January 2008 to
26 March 2008, plaintiff has suffered economic and non-economic damages. Plaintiff has
27 suffered loss of wages and other income, and will suffer loss of wages and other income
28 in the future. Plaintiff has also suffered mental and emotional distress as a result of

1 defendants' unlawful and wrongful termination of plaintiff's employment.

2 48. Plaintiff has suffered damages in an amount to be proven at trial, but
3 which exceed the jurisdictional minimum of this court.

4 **FIFTH CAUSE OF ACTION**

5 **Intentional Infliction of Emotional Distress**

6 **(Against All Defendants)**

7 49. Plaintiff repeats and re-alleges each and every allegation contained in
8 paragraphs 1 thru 48 of this Complaint and incorporates them herein by this reference.

9 50. Defendants' conduct described and detailed above was extreme and
10 outrageous and was intended to inflict and did inflict severe emotional distress on
11 plaintiff.

12 51. As a result of defendants' conduct, plaintiff suffered severe emotional
13 distress, including but not limited to severe humiliation, embarrassment and severe
14 mental distress.

15 52. As a result of defendants' intentional infliction of emotional distress,
16 plaintiff has suffered economic and non-economic damages. Plaintiff has suffered loss of
17 wages and other income, and will suffer loss of wages and other income in the future.
18 Plaintiff has also suffered severe, compensable mental and emotional distress as a result
19 of defendants' unlawful intentionally outrageous conduct.

20 53. Plaintiff has suffered damages in an amount to be proven at trial, but
21 which exceed the jurisdictional minimum of this court.

22 **SIXTH CAUSE OF ACTION**

23 **Statutory Wrongful Employment Discrimination**

24 **(Violation of F.E.H.A.)**

25 **(Against All Defendants)**

26 54. Plaintiff repeats and re-alleges each and every allegation contained in
27 paragraphs 1 thru 53 of this Complaint and incorporates them herein by this reference.

28 55. In violation of California statutory law, including but not limited to the Fair

1 Employment and Housing Act, defendants and each of them, did unlawfully discriminate
2 against the plaintiff in her employment on the basis of religion, as specifically set forth
3 above.

4 56. Defendants' workplace discrimination against and termination of plaintiff
5 was based on plaintiff's adherence to the religion of Roman Catholicism and defendants'
6 insistence that plaintiff instead adhere to the religion of Scientology and/or certain
7 components of the religion of Scientology.

8 57. Plaintiff's religious beliefs precluded her from accepting defendants' chosen
9 religion, Scientology, and defendants were at all relevant times aware of this fact.
10 Because of plaintiff's refusal to accept Scientology and to attend seminars which had the
11 sole and/or predominant purpose of proselytizing Scientology, defendants terminated
12 plaintiff's employment.

13 58. Plaintiff offered to attend alternative management seminars which were
14 not in direct conflict with her religious beliefs. Defendants rejected this alternative and
15 refused to accept anything other than complete compliance with the requirements of
16 their Scientology religion.

17 59. As a result of her wrongful termination or about March 27, 2008, plaintiff
18 has suffered economic and non-economic damages. Plaintiff has suffered loss of wages
19 and other income, and will suffer loss of wages and other income in the future. Plaintiff
20 has also suffered mental and emotional distress as a result of defendants' unlawful and
21 wrongful termination of plaintiff's employment.

22 60. Plaintiff has suffered damages in an amount to be proven at trial, but
23 which exceed the jurisdictional minimum of this court.

24 61. Plaintiff has exhausted her administrative remedies as regards the Fair
25 Employment and Housing Act by filing an administrative complaint with the California
26 Department of Fair Employment and Housing and receiving a "right to sue" letter from
27 said Department. Said "right to sue" letter was received by plaintiff prior to the filing of
28 this complaint.

1 WHEREFORE, Plaintiff prays for judgment on all causes of action as against the
2 named defendants as follows:

- 3 1. For non-economic damages in a sum according to proof;
- 4 2. For economic damages in a sum according to proof;
- 5 3. For pre-judgment interest provided by law;
- 6 4. For costs of the suit herein;
- 7 5. For reasonable attorneys' fees (on all causes of action except that for breach
8 of contract) ;
- 9 6. For punitive and exemplary damages (on all causes of action except that for
10 breach of contract); and
- 11 7. For such further relief that the Court deems just and proper.

12
13
14
15 DATED: November 4, 2008



16 JOHN W. SCHILT
17 CHRISTOPHER E. ARRAS
18 TENAX LAW GROUP, PC
19 Attorneys for Plaintiff ANGELA DAL BON
20
21
22
23
24
25
26
27
28