

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Michael Linfield

1 Taylor M. Prainito (SBN 286965)
tprainito@scllgpc.com
2 Michael Zelman (SBN 297682)
mzelman@scllgpc.com
3 **SOUTHERN CALIFORNIA LABOR LAW GROUP, PC**
1875 Century Park East, Suite 480
4 Los Angeles, CA 90067
5 Telephone: (424) 231-2366
6 Facsimile: (323) 319-5148

7 Attorneys for Plaintiff,
8 MARIA GATCHALIAN

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12
13)
14 MARIA GATCHALIAN,
15
16 vs.
17 KAISER FOUNDATION HOSPITALS
18 (a California corporation), KAISER
19 FOUNDATION HEALTH PLAN, INC.
20 (a California corporation), SOUTHERN
21 CALIFORNIA PERMANENTE
22 MEDICAL GROUP (a Partnership),
23 HELEN KERSEY (an individual), and
24 DOES 1-100, inclusive,
25
26 Defendants.

Case No.: **21STCV15300**
PLAINTIFF MARIA GATCHALIAN'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) FAILURE TO PROVIDE
REASONABLE ACCOMMODATION
IN VIOLATION OF FEHA;
(5) FAILURE TO ENGAGE IN THE
INTERACTIVE PROCESS;
(6) RETALIATION FOR ENGAGING IN A
PROTECTED ACTIVITY IN
VIOLATION OF FEHA;
(7) FAILURE TO PREVENT
DISCRIMINATION, HARASSMENT
AND RETALIATION IN VIOLATION

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

) OF FEHA;
) (8) WRONGFUL TERMINATION OF
) EMPLOYMENT IN VIOLATION OF
) PUBLIC POLICY;
) (9) VIOLATION OF LABOR CODE
) § 1102.5;
) (10) INTENTIONAL INFLICTION OF
) EMOTIONAL DISTRESS;
) DEMAND FOR JURY TRIAL

Plaintiff, MARIA GATCHALIAN, alleges, on the basis of personal knowledge and/or information and belief:

SUMMARY

This is an action by MARIA GATCHALIAN, (“plaintiff” or “GATCHALIAN”), whose employment with defendants KAISER FOUNDATION HOSPITALS, FOUNDATION HEALTH PLAN, INC, SOUTHERN CALIFORNIA PERMANENTE MEDICAL GROUP, HELEN KERSEY, and DOES 1 to 100, inclusive, 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.

PARTIES

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

2. *Defendants:*

a. Defendant Kaiser Foundation Hospitals, a California corporation that is, and at all times mentioned in this Complaint was, authorized to operate by the State of California and the

1 United States government and authorized and qualified to do business in California.

2 b. Defendant Kaiser Foundation Health Plan, Inc, a California corporation that is, and
3 at all times mentioned in this Complaint was, authorized to operate by the State of California and
4 the United States government and authorized and qualified to do business in California.

5 c. Defendant Southern California Permanente Medical Group, is believed to be a
6 partnership that is, and at all times mentioned in this Complaint was, authorized to operate by the
7 State of California and the United States government and authorized and qualified to do business
8 in California.

9 d. Defendant Helen Kersey, an individual, is believed to be, and at all times mentioned
10 in this Complaint was, a resident of the County of Los Angeles, California.

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

18 f. Kaiser Foundation Hospitals , Kaiser Foundation Health Plan, Inc., Southern
19 California Permanente Medical Group, Helen Kersey, and Doe defendants 1 to 100 may be
20 collectively referred to as “defendants.”

21 3. *Relationship of defendants:*

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

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

28 c. All defendants and all Doe defendants were acting as the agents of all other

1 defendants and employers, as defined under the regulations, statutes, and interpreting case law,
2 including California Government Code section 12926(d).

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

6 e. Plaintiff is informed and believes, and on that basis alleges, that, at all times
7 relevant hereto, all defendants, and each of them, were the principals, agents, servants, employers,
8 employees, partners, joint venturers, predecessors in interest, successors in interest, and/or
9 authorized representatives of each of the other defendants, were at all times relevant herein acting
10 within the purpose, course and scope of their agency, service, employment, partnership, joint
11 venture, and/or representation, and were doing so with the knowledge, permission, and consent
12 of their principals, employers, partners, joint venturers, and co-defendants, and each of them.
13 Plaintiff further alleges that each and every defendant was negligent, careless, and legally liable
14 in the selection and hiring of each and every other defendant as its agent, servant, employee,
15 consultant, assistant, representative, partner, and/or joint venturer.

16 f. All defendants compelled, coerced, aided, and/or abetted the discrimination,
17 retaliation, and harassment alleged in this Complaint, which conduct is prohibited under
18 California Government Code section 12940(i). All defendants were responsible for the events
19 and damages alleged herein, including on the following bases: (a) defendants committed the acts
20 alleged; (b) at all relevant times, one or more of the defendants was the agent or employee, and/or
21 acted under the control or supervision of, one or more of the remaining defendants and, in
22 committing the acts alleged, acted within the course and scope of such agency and employment
23 and/or is or are otherwise liable for plaintiff's damages; (c) at all relevant times, there existed a
24 unity of ownership and interest between or among two or more of the defendants such that any
25 individuality and separateness between or among those defendants has ceased, and defendants
26 are the alter egos of one another. Defendants exercised domination and control over one another
27 to such an extent that any individuality or separateness of defendants does not, and at all times
28 herein mentioned did not, exist. Adherence to the fiction of the separate existence of defendants

1 would permit abuse of the corporate privilege and would sanction fraud and promote injustice.
2 All actions of all defendants were taken by employees, supervisors, executives, officers, and
3 directors during employment with all defendants, were taken on behalf of all defendants, and
4 were engaged in, authorized, ratified, and approved of by all other defendants.

5 g. Defendants directly and indirectly employed plaintiff GATCHALIAN, as defined
6 in the Fair Employment and Housing Act (“FEHA”) at Government Code section 12926(d).

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

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

11
12 **VENUE**

13 5. Some of the actions at issue in this case occurred in the State of California, in the County
14 of Los Angeles. Under the California Fair Employment and Housing Act, this case can
15 alternatively, at plaintiff’s choice, be filed:

16 [I]n any county in the state in which the unlawful practice is alleged to have
17 been committed, in the county in which the records relevant to the practice
18 are maintained . . . or in the county in which the aggrieved person would
19 have worked . . .

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

21 6. Plaintiff worked in California, and at times, conducted certain job duties in the County
22 of Los Angeles.

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

24 7. *Plaintiff’s protected status and activity:*

25 a. Plaintiff is more than 40 years old.

26 b. Plaintiff suffered from a disability and/or medical condition.

27 c. Plaintiff made good faith complaints about the discrimination and harassment she
28 experienced while employed by defendants to defendants’ human resources department and to

1 her supervisors and/or managers. Plaintiff also reported what she believed to be illegal activity,
2 including, but not limited to violations of OSHA, to defendants.

3 8. Maria Isabel N. Gatchalian (“Gatchalian”) is a female Filipina that is currently 63 years
4 old. She was hired at Kaiser Permanente Hospital in Woodland Hills, California on or around
5 February 9, 1989 as a NICU Registered Nurse and was promoted to NICU Charge Nurse in
6 February 2006, the position she held at time of termination. Throughout Gatchalian’s
7 employment, she was a qualified employee who performed her job duties with excellence, with
8 or without reasonable accommodation.

9 9. In or around 2016, Kathleen Condon, NICU staff nurse told Gatchalian she witnessed
10 Emerita aka “Amy” Guisti (“Guisti”), day shift NICU staff nurse tampering with her time card
11 so Gatchalian filed a report with Jennifer Astasio (“Astasio”), RN, Director of Maternal Child
12 Health. Gatchalian also told Astasio that Guisti was coming to the unit to clock in wearing her
13 street clothes and then returning to her car to get her things and coming back to the unit to get
14 endorsement and report. Astasio did not communicate further with Gatchalian so she never knew
15 if there was any investigation conducted.

16 10. On or around January 16, 2017, Gatchalian discovered a father of a NICU patient was
17 bringing a knife with him when visiting the unit. Gatchalian’s supervisor, Stella Riddell
18 (“Riddell”), RN, knew this man was bringing a knife, but she did not notify any of the other staff
19 members. Gatchalian felt Riddell’s lack of communication and action subjected the staff and the
20 patients to an unsafe and dangerous environment that put everyone in the unit in danger, and
21 conduct that Gatchalian reasonably believed to be illegal.

22 11. Gatchalian spoke to Dr. Braun, the NICU Director, about the unsafe situation who said
23 he would talk to Riddell. Gatchalian also notified Gabriel DeSouza (“DeSouza”), Hospital
24 Union President. After Gatchalian’s report, Riddell started to routinely harass, micro-manage,
25 retaliate, and intimidate Gatchalian.

26 12. During the flu season, Riddell would follow Gatchalian when she went to the restroom
27 and she would wait for her in the hallway outside the NICU to make sure Gatchalian was wearing
28 a face mask since she had not gotten the flu vaccine. On or around February 21, 2017, Riddell

1 was waiting for Gatchalian in the hallway outside the NICU restroom and accused Gatchalian of
2 wearing her face mask below her nose while in the NICU. Gatchalian told Riddell she was
3 wearing her mask properly and she told Riddell she felt she was harassing and bullying her.
4 Gatchalian reported Riddell to Gabriel Desosa, Union president, Ken Chang and Jennifer Astachio.
5 That same day after work, Gatchalian got the flu vaccine so she would no longer have to wear
6 the face mask and Riddell would stop harassing her.

7 13. Riddell requested a union meeting and she gave Gatchalian a Level 1 Disciplinary
8 Action for allegedly wearing her mask incorrectly. However, when Riddell caught another nurse,
9 Claudia Ogden (“Ogden”), not wearing a mask in the NICU while clocking in from her lunch
10 break, she just told her to put on her mask and took no further action against her. Upon witnessing
11 Riddell treat Gatchalian and her colleague so differently for the same offense, Gatchalian
12 immediately felt that Riddell was retaliating against her.

13 14. Gatchalian was concerned about the unit being understaffed for patient/nurse ratio in
14 addition to Riddell’s harassment. She became even more concerned when Riddell told
15 Gatchalian to let the other nurses do the NICU schedule that Gatchalian had been doing for
16 approximately five years without giving her any reason or prior notice. Gatchalian felt she was
17 being further retaliated against and reported her concerns to Chiang in HR.

18 15. On May 22, 2017, Gatchalian had a meeting with Ken Chiang at the HR office where
19 they discussed her charge nurse role meeting with Stella, Jennifer and Gabriel. No specifics were
20 discussed, but Chiang suggested it could be about her duties as a charge nurse. The meeting
21 concluded with Gatchalian being told to follow what Riddell wanted done in the unit and to not
22 question her and give any input on projects.

23 16. On May 25, 2017, there was a meeting with Astasio, DeSouza, Riddell and Gatchalian
24 regarding Gatchalian’s role as charge nurse. Gatchalian was falsely accused of telling Glenn
25 Pascual, Director of Nursing Operations, about her schedule in the NICU and her unit concerns
26 which was proven during the meeting that she did not do. The meeting concluded with Gatchalian
27 being told to follow what Riddell wanted done in the unit and to not question her or give any
28 input on projects and removing her from being the unit scheduler.

1 17. In addition to Guisti's time card tampering, Gatchalian made a UOR to Astasio when
2 Helen Kersey ("Kersey"), RN, Director of Maternal Child Health, caught Guisti using the
3 hospital phone for personal matters. Guisti told Astasio she was on her 15-minute break and had
4 been relieved by Monica Mercado ("Mercado"), but when Mercado was interviewed, she denied
5 relieving Guisti. Gatchalian submitted another UOR about Guisti using a small room in the NICU
6 as her "personal office" and leaving all of her bills on the counter, especially after 5:00 pm when
7 the managers left the building and she filed UOR's about Guisti's unsafe nursing practices of
8 leaving the unit for 10-15 minutes without telling anyone, no admission beds prepared and for
9 harassing and bullying Gatchalian.

10 18. Gatchalian felt it was her duty to report unsafe working conditions (i.e. staffing
11 conditions that did not meet the legal requirements) and any occurrences of harassment and/or
12 hostility. She felt she was safe making these reports because there were posters throughout the
13 hospital telling staff they should not be afraid to report anything they see or witness and that they
14 would be protected by the hospital from any form of retaliation.

15 19. On or about May 30, 2018 around 7:00 pm, Gatchalian reported to work and was
16 waiting for Guisti to give her the report, but Guisti was on the other side of the room talking to
17 Froilene (Olen) Atendido ("Atendido") and she completely ignored Gatchalian when she tried to
18 get her attention. Gatchalian then realized Guisti was giving the report to Atendido and when
19 she approached them, Atendido told her she was the charge nurse and that Gatchalian was getting
20 a new patient. When Gatchalian asked them who made the decision to assign a relief charge
21 nurse when there is a regular charge RN working, Guisti responded she thought when it was
22 overtime that Gatchalian could not be charge. Gatchalian asked when this happened, because
23 when Guisti worked overtime and there was no regular charge RN on duty, she put herself as the
24 charge RN. Gatchalian also questioned why they completely ignored her and did not inform her
25 of their plan stating what they were doing to her was not right and that she was going to be the
26 charge RN that night because that was her title and what she was being paid to do. After Guisti
27 and Atendido gave Gatchalian the report, they went to a patient's bedside with Claudia Ogden
28 ("Ogden") where all three of them were talking and laughing while looking at Gatchalian.

1 20. Around 9:30 pm Gatchalian called staffing to verify she was working 5/31 at 7:00 pm.
2 “Claudia,” the staffer, confirmed that schedule and told Gatchalian somebody from the NICU
3 day shift, whose name she could not recall, had inquired if Gatchalian was working at 7:00 pm
4 and they told her that since Gatchalian was doing an extra shift to not assign her as charge.

5 21. Gatchalian could not believe what she was hearing and she realized Guisti and Atendido
6 had premeditated the earlier events to bully, humiliate and demean her. Gatchalian later privately
7 talked to Atendido and asked her who made the decision to make her charge RN for their shift
8 with Atendido saying it was all Guisti’s plan. Gatchalian felt there was no one holding Guisti
9 accountable for all of the previous incidents she had reported and she felt uncomfortable working
10 with Ogden, Atendido and Guisti because she felt they were all ganging up to harm her.

11 22. On or about June 2, 2018, Gatchalian sent an email to Astasio reporting the May 30,
12 2018 incident, specifically reporting that she felt bullied, demeaned, humiliated and disrespected
13 in front of her co-workers. On June 18, 2018, she sent an email to Chiang telling him she had
14 reached out to the compliance hotline about working environment concerns and their new process
15 was she needed to contact her manager (Astasio) directly, which she did through an email, a local
16 HR consultant and a union representative.

17 23. Gatchalian made an Unusual Occurrence Report (UOR) because a metal bar/monitor
18 almost fell on a baby’s crib on May 30, 2018, but Atendido, the patient’s nurse, did not report
19 this safety issue to maintenance and Risk Management. A meeting was held with Astasio to
20 resolve the issue and Atendido was instructed to report to Gatchalian as a charge nurse. With the
21 UBT transition from their group (Gatchalian, Mary Ann Iezza, Natalie Barnett and Cecile
22 Lovindino), Atendido accused Gatchalian’s group of not communicating and coordinating with
23 her group. When Astasio addressed the situation in a staff meeting, it was in a confrontational
24 manner that further created a hostile environment.

25 24. On or about June 30, 2018, Gatchalian sent an email to Chiang telling him Atendido
26 disregards her role as charge nurse when she works with her on rotation, and that she worked
27 three more shifts with Atendido shortly after reporting the May 30, 2018 incident to Astasio due
28 to staffing needs believing Kaiser management would protect her from retaliation and further

1 bullying. However, Atendido was still being hostile toward her and she would not talk to her and
2 relay information about patients that Gatchalian needed to know and is part of the workflow for
3 all nurses to keep their charge nurse up to date with what is going on in the unit. Gatchalian
4 repeated to Chiang that all she wanted was protection and the guarantee that no harm would be
5 done to her again because damage had already been done with nothing being done about it saying
6 *“This lingering feeling that I could be bullied again is really eating away at me and it just needs
7 to stop. Please, all I ask is for protection so that I don’t have to constantly worry or look over
8 my shoulder knowing there are people out to ‘get me’ at work, which is supposed to be a safe
9 environment.”*

10 25. A second incident occurred on the June 16, 2018 day shift when Ogden, Stacy Miller
11 (“Miller”), RN and Monica Mercado (“Mercado”), RN traveler were on the unit, and in a group
12 conversation, Miller said *“Maria is a completely different person. Do you think she has been
13 talked to?”* Ogden responded ***“we are trying to get people to write up Maria because they want
14 it in writing.”*** Mercado told Gatchalian later that day that Mercado asked Miller *“is Maria mean
15 to you?”* with Miller responding *“no, but she could be.”*

16 26. On or about June 26, 2018, Gatchalian sent Astasio an email reporting this incident and
17 stated *“this is an obvious continuation of their bullying and a form of retaliation as well. Claudia
18 and whoever she says WE and THEY are soliciting and campaigning to bully and harm me at
19 work.”* Astasio responded *“That is correct, Maria. The employer does not tolerate any bullying
20 or retaliation from anyone. Be assured that all complaints received from NICU have been
21 escalated and are being addressed.”* Defendants actions were done with the intent of causing
22 Gatchalian to suffer symptoms of severe emotional distress, and by this point, Gatchalian had in
23 fact began to suffer symptoms of severe emotional distress, including but not limited to, anxiety,
24 stress and depression.

25 27. During Gatchalian’s annual evaluation on July 13, 2018, Astasio asked Gatchalian
26 about her previous managers, Quinn and Riddell, which Gatchalian thought was odd and she said
27 if Gatchalian is complaining about staff, those staff are complaining about her as well, but she
28 would not give any specific examples of any complaints made against her. Astasio further stated

1 that Valerie McPherson (“McPherson”), Chief Nurse Executive, told her Gatchalian should not
2 be reporting and making UOR’s. Furthermore, during Astasio’s annual evaluation to the staff,
3 Astasio pressured Natalie Barnett, NICU RN to say negative things about Gatchalian or report
4 “bad things” Gatchalian allegedly did. Gatchalian felt Astasio was retaliating against her for
5 being a whistleblower about safety issues and her UOR’s about the hostile work environment, or
6 what she reasonably believed to be illegal activities.

7 28. On or about July 18, 2018, Gatchalian sent an email to Chiang reporting what
8 happened during Astasio’s evaluations and telling him Ogden and Ruku Patel (hereinafter
9 “Patel”) were soliciting and campaigning information against her because of the bullying she
10 reported to Astasio. Astasio told her an investigation had not yet been initiated because she had
11 been very busy. When Gatchalian told Astasio all she wanted was protection from retaliation,
12 Astasio responded everyone wants protection, but she was not guaranteed any. Gatchalian told
13 Chiang she felt secure reporting the bullying done toward her because she thought she would be
14 protected from retaliation, but now Astasio is going around asking staff about her.

15 29. On or about February 5, 2019, Gatchalian had a meeting with Kersey regarding NICU
16 unit issues, staff and safety concerns. Kersey asked Gatchalian about her family and when
17 Gatchalian told her she had two kids that are nurses as well, Kersey told her she could retire now
18 that her kids are on their own and that she should not be working too hard anymore. Gatchalian
19 was immediately offended, harassed and discriminated against by Kersey’s comments about her
20 age.

21 30. Kersey told Gatchalian to not follow the chain of command when other staff members
22 complained to her and to NOT make reports to her about any complaints stating McPherson did
23 not want too many UOR’s reported. Gatchalian said she had been reporting the safety concerns
24 and staffing issues to Brandi Stanley (“Stanley”), RN, Assistant NICU DA and Stanley told her
25 all of her concerns were reported to her (Kersey). Following this meeting, Gatchalian made the
26 following reports to Stanley:

27 31. In or around February 2019, Gatchalian reported a HIPPA violation where information
28 was given to an alleged father of a patient pending the DNA result and who was not allowed to

1 visit the mother of the twin patients.

2 32. On March 3, 2019, Joy Real, NICU RN and Blanca Flores, NICU RN did not know
3 what kind of nasopharyngeal catheter to use for a patient in critical condition. Neither of them
4 asked Gatchalian for help even though she was the charge nurse. The execution of the order and
5 the management of the patient was unsafe.

6 33. On March 4, 2019, Carmen Duenez (“Duenez”), NICU RN day shift, was giving a
7 report about a critical patient and while they were both going through the patient’s orders,
8 Gatchalian asked Duenez when the patient had been fed last since the MD order was written since
9 noon. Duenez said she had not fed the patient because she was very busy and she did not have
10 time to feed the baby. Dr. Utley was notified that the patient had not been fed and Gatchalian
11 made a report to Stanley who instructed her to do a UOR because this was a serious incident and
12 Stanley said she was going to tell Kersey about Duenez’s negligence.

13 34. Atendido tampered with documentation relating to the bath demo that she charted as
14 doing on April 14, 2019, but but nurses “Suzie” and Barnett reported to Gatchalian it was not
15 done. Gatchalian asked Sheena Angus (“Angus”), NICU charge nurse that night who confirmed
16 Atendido did not do the bath demo April 14, 2019. On April 17, 2019, Atendido changed her
17 documentation from April 14, 2019 to April 17, 2019. Angus reported this incident to Stanley
18 and completed UOR and Angus talked to Atendido as to why she altered her documentation.

19 35. Following the February 5, 2019 meeting, Gatchalian’s relationship with Kersey was not
20 the same as before. Communication from Kersey lessened and she did not talk to Gatchalian
21 directly anymore, just through Stanley.

22 36. On March 13, 2019, Stanley told Gatchalian that Kersey said she should not be
23 belittling Duenez about her negligence. Gatchalian said she never belittled Duenez and told
24 Stanley to ask witnesses to the event, Ben Maguerrero, RT and Cecile Lovindino, RN if what
25 Kersey was accusing her of was true.

26 37. On or about April 12 and 13, 2019, Kersey called Gatchalian on her personal cell phone
27 on her day off stating she needed to have a meeting with her regarding a patient complaint and
28 that she needed to have a union representative present. Gatchalian asked what the complaint was

1 about and Kersey responded that she could not remember.

2 38. On or about April 15, 2019, Gatchalian contacted Peter Sidhu (“Sidhu”), Staff Union
3 Representative about the meeting Kersey wanted to have and he delegated Teresa Mendes
4 (“Mendes”), Union Contract Specialist to communicate with Kersey and arrange a meeting
5 regarding an anonymous picture alleging Gatchalian’s feet were resting upon an isolette, which
6 Kersey ultimately used as the cause for termination.

7 39. Chiang from HR and union representatives Bantug and Mendes were present at the
8 April 30, 2019 meeting which did not result in any disciplinary or corrective action and
9 Gatchalian was sent back to work. Gatchalian thought the case was closed because Chiang told
10 her to move on and do staff training. Kersey also instructed Gatchalian to tell the staff to take
11 their breaks in the breakroom and not in the bedside recliners.

12 40. On or about June 11, 2019, Kersey called Gatchalian at work and told her she needed
13 to meet with her and her union representative on either June 13 or June 14, 2019. When
14 Gatchalian asked her to send her an email about the meeting, Kersey refused. Gatchalian sent a
15 text to Sidhu asking him to represent her at the meeting.

16 41. Around 1:15 am on or about June 11, 2019, Gatchalian was injured when she was hit
17 in the back by a transport isolette during a critical patient admission. She felt pain in her back
18 the remainder of her shift, but it was bearable. The next day, June 12, 2019, she went to Kaiser
19 Pasadena Urgent Care because the pain in her back intensified and was radiating down to her
20 buttocks and legs. She was placed off work June 12, 2019 through June 15, 2019 and given
21 modified activity from June 16, 2019 through July 1, 2019.

22 42. Gatchalian went back to urgent care on June 13, 2019 because of severe pain in her
23 lower back. An x-ray was taken and she was placed off work from June 13, 2019 through June
24 19, 2019. Gatchalian filed for workman’s compensation on June 13, 2019 and she faxed the
25 documents to “Wazzy” at the staffing office and she called “Wazzy” to verify the documents
26 were received. She also contacted Sidhu and notified him of her injury and her off work order.
27 On June 13, 2019, Gatchalian’s name was removed from the July final schedule.

28 43. On June 15, 2019, Gatchalian went to Kaiser Urgent Care because of stress and anxiety

1 and she was given sick days off from June 19-26, 2019 and all of her sick day status was faxed
2 to the staffing office. On or about June 17, 2019, Gatchalian told Sidhu she was off on sick days
3 until June 26, 2019 and on June 20, 2019, Kersey put Gatchalian's name back on the schedule.

4 44. On June 18, 2019, Gatchalian received an email from Vanguard stating her employment
5 with Kaiser was terminated on June 15, 2019 and her Vanguard retirement account was stopped
6 until she chose other investment options. On June 21, 2019, she did not receive a direct deposit
7 paycheck.

8 45. On or about June 24, 2019, Gatchalian notified Chiang that she did not receive her
9 paycheck and that she received a notice of termination as of June 15, 2019 from National Kaiser
10 HR. Sidhu spoke with Chiang who told him the termination notice was sent in error.

11 46. On or about June 27, 2019, Sidhu told Gatchalian that Chiang and Kersey were not
12 going to wait and they were going to proceed with terminating her employment as of June 27,
13 2019. On June 27, 29 and July 2, 2019, A-Line Messenger Services tried to deliver an envelope
14 from Kaiser Permanente to Gatchalian's residence. The courier beat on Gatchalian's door and
15 left threatening voice mail messages on her phone demanding she open the door and let him in
16 with threats he would keep coming back. Gatchalian was already experiencing PTSD from all
17 she had been subjected to and the courier's harassment caused her condition to worsen.

18 47. On or about July 10, 2019, Gatchalian received the termination letter signed by Kersey
19 and her paycheck from Kaiser Woodland Hills, CA. During the investigation with BRN,
20 Gatchalian told the investigators about the courier's harassment and how she is still scared and
21 looks around her neighborhood before going out of her house for fear Kaiser will still be after her
22 with the female investigator saying she would be scared too. Defendants' stated reason for
23 terminating was false and mere pretext as defendants' real reason for terminating Gatchalian's
24 employment was for wrongful, illegal, discriminatory and/or retaliatory purposes related to her
25 reports related to patient health and safety, her medical condition/disability, age, requests for
26 accommodation and her good faith complaints regarding discrimination, harassment, retaliation,
27 and/or other conduct that Gatchalian reasonably believed to be illegal.

28 48. Following the termination, Gatchalian suffered severe symptoms of emotional distress

1 including, but not limited to depression, anxiety, stress, headaches, and weight loss.

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

7 50. *Non-economic damages:* As a consequence of defendants' conduct, plaintiff has
8 suffered and will suffer psychological and emotional distress, humiliation, and mental and
9 physical pain and anguish, in a sum to be proven at trial.

10 51. *Punitive damages:* Defendants' conduct constitutes oppression, fraud, and/or malice
11 under California Civil Code section 3294 and, thus, entitles plaintiff to an award of exemplary
12 and/or punitive damages.

13 a. *Malice:* Defendants' conduct was committed with malice within the meaning of
14 California Civil Code section 3294, including that (a) defendants acted with intent to cause injury
15 to plaintiff and/or acted with reckless disregard for plaintiff's injury, including by terminating
16 plaintiff's employment and/or taking other adverse job actions against plaintiff because of her
17 age, disability, and/or good faith complaints, and/or (b) defendants' conduct was despicable and
18 committed in willful and conscious disregard of plaintiff's rights, health, and safety, including
19 plaintiff's right to be free of discrimination, harassment, retaliation, and wrongful employment
20 termination.

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

27 c. *Fraud:* In addition, and/or alternatively, defendants' conduct, as alleged, was
28 fraudulent within the meaning of California Civil Code section 3294, including that defendants

1 asserted false (pretextual) grounds for terminating plaintiff's employment and/or other adverse
2 job actions, thereby to cause plaintiff hardship and deprive her of legal rights.

3 52. *Attorneys' fees:* Plaintiff has incurred and continues to incur legal expenses and
4 attorneys' fees.

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

8
9 **FIRST CAUSE OF ACTION**

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

15 54. The allegations set forth in paragraphs 1 through 53 are re-alleged and incorporated
16 herein by reference.

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

22 56. During plaintiff's employment with defendants, defendants, through their supervisors,
23 engaged in actions that had a negative impact on the treatment of employees who were more than
24 40 years old. Specifically, defendants discharged older employees with greater frequency than
25 younger employees, hired fewer employees who were older than 40, and gave better jobs and
26 benefits to younger employees.

27 57. During plaintiff's employment with defendants, defendants intentionally engaged in
28 age discrimination by discharging employees over the age of 40 with greater frequency than other

1 employees. During plaintiff's employment with defendants, defendants had a pattern and
2 practice of discriminating against employees who were more than 40 years old.

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

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

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

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

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

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

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

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

27 62. As a proximate result of defendants' willful, knowing, and intentional discrimination
28 against plaintiff, plaintiff has sustained and continues to sustain substantial losses of earnings and

1 other employment benefits.

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

5 64. Defendants' discrimination was done intentionally, in a malicious, fraudulent,
6 oppressive manner, entitling plaintiff to punitive damages.

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

10
11
12 **SECOND CAUSE OF ACTION**

13 **(Violation of FEHA (Government Code § 12900, *et seq.*) (Age**
14 **Harassment)—Against Defendants, Kaiser Foundation Hospitals**
15 **, Kaiser Foundation Health Plan, Inc., Southern California**
16 **Permanente Medical Group, Helen Kersey, and Does 1 to 100,**
17 **Inclusive)**

18 66. The allegations set forth in paragraphs 1 through 65 are re-alleged and incorporated
19 herein by reference.

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

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

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

28 68. As a proximate result of defendants' willful, knowing, and intentional harassment of

1 plaintiff, plaintiff has sustained and continues to sustain substantial losses of earnings and other
2 employment benefits.

3
4 69. As a proximate result of defendants' willful, knowing, and intentional harassment of
5 plaintiff, plaintiff has suffered and continues to suffer humiliation, emotional distress, and
6 physical and mental pain and anguish, all to her damage in a sum according to proof.

7
8 70. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
9 Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reasonable
10 attorneys' fees and costs (including expert costs) in an amount according to proof.

11
12 71. Defendants' misconduct was committed intentionally, in a malicious, fraudulent,
13 despicable, oppressive manner, entitling plaintiff to punitive damages against defendants.

14
15 **THIRD CAUSE OF ACTION**

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

17 **(Disability Discrimination)—Against Defendants Kaiser**

18 **Foundation Hospitals , Kaiser Foundation Health Plan, Inc.,**

19 **Southern California Permanente Medical Group, and Does 1 to**

20 **100, Inclusive)**

21
22 72. The allegations set forth in paragraphs 1 through 71 are re-alleged and incorporated
23 herein by reference.

24
25 73. Plaintiff's actual, perceived, and/or history of disability and/or other characteristics
26 protected by FEHA, Government Code section 12900, *et seq.*, were motivating factors in
27 defendants' decision to terminate plaintiff's employment, not to retain, hire, or otherwise employ
28 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.

74. 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:

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

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

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

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

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

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

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

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

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

28 78. Defendants' misconduct was committed intentionally, in a malicious, despicable,

1 oppressive manner, and fraudulent manner, entitling plaintiff to punitive damages against
2 defendants.

3
4 **FOURTH CAUSE OF ACTION**
5 **(Violation of FEHA (Government Code § 12940(a), (i),**
6 **(m), (n)) (Failure to Provide Reasonable**
7 **Accommodation)—Against Defendants Kaiser**
8 **Foundation Hospitals , Kaiser Foundation Health Plan,**
9 **Inc., Southern California Permanente Medical Group,**
10 **and Does 1 to 100, Inclusive)**

11 79. The allegations set forth in paragraphs 1 through 78 are re-alleged and incorporated
12 herein by reference.

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

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

21 82. Plaintiff believes and, on that basis, alleges that her disability and the need to ac-
22 commodate her disability were substantial motivating factors in defendants' termination of her
23 employment.

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

27 84. As a proximate result of defendants' willful, knowing, and intentional misconduct,
28 plaintiff has suffered and continues to suffer humiliation, emotional distress, and physical and

1 mental pain and anguish, all to her damage in a sum according to proof.

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

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

8
9 **FIFTH CAUSE OF ACTION**

10 **(Violation of FEHA (Government Code § 12900, *et seq.*) (Failure**
11 **to Engage in Interactive Process)—Against Defendants Kaiser**
12 **Foundation Hospitals , Kaiser Foundation Health Plan, Inc.,**
13 **Southern California Permanente Medical Group, and Does 1 to**
14 **100, Inclusive)**

15 87. The allegations set forth in paragraphs 1 through 86 are re-alleged and incorporated
16 herein by reference.

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

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

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

27 91. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
28 Plaintiff is at present unaware of the precise amounts of these expenses and fees and will seek

1 leave of court to amend this Complaint when the amounts are fully known.

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

5
6 **SIXTH CAUSE OF ACTION**

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

8 **(Retaliation for Engaging in a Protected Activity)—Against**

9 **Defendants Kaiser Foundation Hospitals, Kaiser Foundation**

10 **Health Plan, Inc., Southern California Permanente Medical**

11 **Group, and Does 1 to 100, Inclusive)**

12 93. The allegations set forth in paragraphs 1 through 92 are re-alleged and incorporated
13 herein by reference.

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

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

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

1 b. Harassing plaintiff and/or creating a hostile work environment, in whole or in part
2 on the basis of plaintiff's age, disability, reporting suspected patient abuse, good faith complaints
3 and/or other protected characteristics, in violation of Government Code section 12940(j);

4 c. Failing to take all reasonable steps to prevent discrimination, harassment, and
5 retaliation based on age, disability, reporting suspected patient abuse, and/or good faith
6 complaints in violation of Government Code section 12940(k);

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

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

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

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

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

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

25 96. As a proximate result of defendants' willful, knowing, and intentional retaliation
26 against plaintiff, plaintiff has sustained and continues to sustain substantial losses of earnings and
27 other employment benefits.

28 97. As a proximate result of defendants' willful, knowing, and intentional retaliation

1 against plaintiff, plaintiff has suffered and continues to suffer humiliation, emotional distress, and
2 physical and mental pain and anguish, all to her damage in a sum according to proof.

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

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

8
9 **SEVENTH CAUSE OF ACTION**

10 **(Failure to Prevent Discrimination, Harassment, and**
11 **Retaliation in Violation of FEHA (Government Code**
12 **§ 12940(k))—Against Defendants Kaiser Foundation**
13 **Hospitals , Kaiser Foundation Health Plan, Inc.,**
14 **Southern California Permanente Medical Group,**
15 **and Does 1 to 100, Inclusive)**

16 100. The allegations set forth in paragraphs 1 through 99 are re-alleged and incorporated
17 herein by reference.

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

23 102. During the course of plaintiff's employment, defendants failed to prevent their
24 employees from engaging in intentional actions that resulted in plaintiff's being treated less
25 favorably because of plaintiff's protected status (*i.e.*, her age, disability, and/or participation in
26 protected activities and/or her good faith complaints and opposition). During the course of plain-
27 tiff's employment, defendants failed to prevent their employees from engaging in unjustified
28 employment practices against employees on the basis of such protected classes. During the

1 course of plaintiff's employment, defendants failed to prevent a pattern and practice by their
2 employees of intentional discrimination on the basis of engagement in protected activity and
3 protected status.

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

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

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

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

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

18
19 **EIGHTH CAUSE OF ACTION**

20 **(Wrongful Termination of Employment in Violation of Public**
21 **Policy (Labor Code § 1102.5; Health & Safety Code Sect. 1278.5,**
22 **FEHA, Government Code § 12900, *et seq.*)—Against Defendants,**
23 **Kaiser Foundation Hospitals , Kaiser Foundation Health Plan,**
24 **Inc., Southern California Permanente Medical Group, and Does**
25 **1 to 100, Inclusive)**

26 108. The allegations set forth in paragraphs 1 through 107 are re-alleged and incorporated
27 herein by reference.

28 109. Defendants terminated plaintiff's employment in violation of various fundamental

1 public policies underlying both state and federal laws. Specifically, plaintiff's employment was
2 terminated in part because of her protected status (*i.e.*, her age, disability, for making a complaint
3 or report related to suspected unsafe patient care and conditions, and/or good faith complaints).
4 These actions were in violation of FEHA, the California Constitution, and California Labor Code
5 section 1102.5.

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

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

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

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

17
18 **NINTH CAUSE OF ACTION**

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

20 **Against All Defendants Kaiser Foundation Hospitals , Kaiser**
21 **Foundation Health Plan, Inc., Southern California Permanente**
22 **Medical Group, and Does 1 to 100, Inclusive)**

23 114. The allegations set forth in paragraphs 1 through 113 are re-alleged and incorporated
24 herein by reference.

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

28 116. Plaintiff raised complaints of illegality while she worked for defendants, and defendants

1 retaliated against her by terminating her employment.

2 a. Specifically, plaintiff reported the unlawful discrimination and retaliation she was
3 experiencing from after she made good faith complaints of illegal activity, including workplace
4 harassment.

5 b. Plaintiff also reported what she reasonably believed to be unsafe patient care and
6 conditions, pursuant to Health and Safety Code Section 1278.5.

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

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

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

14
15 **TENTH CAUSE OF ACTION**

16 **(Intentional Infliction of Emotional Distress—Against All**
17 **Defendants and Does 1 to 100, Inclusive)**

18 120. The allegations set forth in paragraphs 1 through 119 are re-alleged and incorporated
19 herein by reference.

20 121. Defendants' discriminatory, harassing, and retaliatory actions against plaintiff
21 constituted severe and outrageous misconduct and caused plaintiff extreme emotional distress.

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

24 123. As a proximate result of defendants' extreme and outrageous conduct, plaintiff has
25 suffered and continues to suffer severe emotional distress. Plaintiff has sustained and continues
26 to sustain substantial losses of earnings and other employment benefits as a result of being
27 emotionally distressed.

28 124. As a proximate result of defendants' extreme and outrageous conduct, plaintiff has

1 suffered and continues to suffer humiliation, emotional distress, and mental and physical pain
2 and anguish, all to her damage in a sum according to proof.

3 125. Defendants' misconduct was committed intentionally, in a malicious, fraudulent,
4 oppressive manner, entitling plaintiff to punitive damages.

5
6 **PRAYER**

7 WHEREFORE, plaintiff, MARIA GATCHALIAN, prays for judgment against defendants
8 as follows:

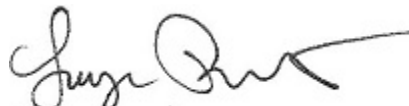
- 9
- 10 1. For general and special damages according to proof;
 - 11 2. For exemplary damages, according to proof;
 - 12 3. For pre-judgment and post-judgment interest on all damages awarded;
 - 13 4. For reasonable attorneys' fees;
 - 14 5. For costs of suit incurred;
 - 15 6. For injunctive relief;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

17
18 ADDITIONALLY, plaintiff, MARIA GATCHALIAN, demands trial of this matter by jury.
19 The amount demanded exceeds \$25,000.00 (Government Code § 72055).

20
21
22 Dated: April 22, 2021

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

23
24
25 By: _____


Taylor M. Prainito, Esq.
Michael Zelman, Esq.

26
27 Attorneys for Plaintiff,
MARIA GATCHALIAN