

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Christopher Lui

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL JUDICIAL DISTRICT

DANIELE PEREIRA,

Plaintiff,

vs.

PLANNED PARENTHOOD LOS ANGELES, a California corporation; and
DOES 1 THROUGH 100, inclusive,

Defendants.

) Case No.: **20STCV36283**

) **COMPLAINT FOR DAMAGES:**

) **(1) ACTUAL/PERCEIVED DISABILITY HARASSMENT, VIOLATION OF CALIFORNIA GOV'T CODE §§ 12940 ET SEQ. ("FEHA");**

) **(2) ACTUAL/PERCEIVED DISABILITY DISCRIMINATION, VIOLATION OF THE FEHA;**

) **(3) ACTUAL/PERCEIVED DISABILITY RETALIATION, VIOLATION OF THE FEHA;**

) **(4) FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS, CAL. GOV'T CODE § 12940(n);**

) **(5) FAILURE TO ACCOMMODATE, CAL. GOV'T CODE § 12940(m);**

) **(6) VIOLATION OF THE CALIFORNIA FAMILY RIGHTS ACT, CAL. GOV'T CODE § 12945.2;**

) **(7) VIOLATION OF CALIFORNIA'S WHISTLEBLOWER STATUTE, CAL. LABOR CODE § 1102.5;**

-) (8) **DISCRIMINATION & RETALIATION FOR COMPLAINTS OF AN UNSAFE WORKPLACE, VIOLATION OF CAL. LABOR CODE §§ 6310 ET SEQ.;**
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-) (9) **RETALIATION & WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
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-) (10) **FAILURE TO PROVIDE EMPLOYEE PERSONNEL FILES, VIOLATION OF CAL. LABOR CODE §§ 432, 1198.5;**
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-) (11) **FAILURE TO PROVIDE WAGE & HOUR STATEMENTS, VIOLATION OF CAL. LABOR CODE § 226.**
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-) **JURY TRIAL DEMANDED**

COMES NOW PLAINTIFF DANIELE PEREIRA (hereinafter referred to as “PEREIRA” or “Plaintiff”) and complains against the above-named Defendant(s) and for causes of actions against the Defendant(s), and each of them, as follows:

THE PARTIES

1. At all times mentioned herein, Plaintiff was, and now is, an individual residing and/or domiciled in the County of Los Angeles, State of California.

2. Plaintiff is informed and believes, and thereon alleges, that at all times relevant herein, Defendant PLANNED PARENTHOOD LOS ANGELES, a California corporation, (hereinafter referred to as “PLANNED PARENTHOOD” and collectively with all other Defendants as “Defendants”) was, and now is, a valid business of form unknown duly organized and existing under the laws of the State of California, having its principal place of business in the County of Los Angeles, State of California.

3. Plaintiff was employed by Defendant Planned Parenthood as a Medical Billing Specialist for approximately three and a half years until the time of her wrongful termination on or about September 19, 2019.

4. Plaintiff is ignorant of the true names and capacities, whether corporate, associate, individual, or otherwise, of Defendants sued herein as DOES 1 – 100, inclusive, and therefore sues

1 said Defendants by such fictitious names. Plaintiff will seek leave of Court to amend this
2 Complaint to assert the true names and capacities of the fictitiously named Defendants when the
3 same have been ascertained. Plaintiff is informed and believes, and thereon alleges, that each
4 Defendant designated as “DOES” herein is legally responsible for the events, happenings, acts,
5 occurrences, indebtedness, damages and liabilities hereinafter alleged and caused injuries and
6 damages proximately thereby to the Plaintiff, as hereinafter alleged.

7 5. Plaintiff is informed and believes and thereon alleges that each of the Defendants named
8 herein has, at all times relevant to this action, been the officer, agent, employee and/or
9 representative of the remaining Defendants and has acted within the course and scope of such
10 agency and employment, and with the permission and consent of the co-defendants.

11 **JURISDICTION AND VENUE**

12 6. This Court has jurisdiction over the claims alleged herein. The relief requested is within
13 the jurisdiction of this Court.

14 7. Venue is proper in the County of Los Angeles. Defendants conduct business in the County
15 of Los Angeles and all of Plaintiff’s employment was carried out in the County of Los Angeles.
16 All of the claims alleged herein arose in the County of Los Angeles.

17 8. The amount in controversy in this matter exceeds the sum of \$25,000.00, exclusive of
18 attorney’s fees, interest, and costs.

19 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

20 9. Prior to this lawsuit, Plaintiff filed a timely complaint against each named Defendant with
21 the California Department of Fair Employment and Housing (“DFEH”) pursuant to Cal. *Gov’t*
22 *Code* § 12900 et seq. and has received Right-to-Sue notices in a California Superior Court pursuant
23 to Cal. *Gov’t Code* § 12965(b). Attached hereto and incorporated herein as Exhibit “A” are said
24 Complaints and by reference hereto are made a part hereof. Attached hereto and incorporated
25 herein as Exhibit “B” are said Right-to-Sue notices and by reference hereto are made a part hereof.
26 Plaintiff has therefore exhausted her administrative remedies under the Cal. *Gov’t Code*.

1 10. At all times relevant herein, Defendant and DOES 1 through 100 have been sufficiently
2 placed on notice of Plaintiff's claims.

3 11. This action is filed within one year of the date the DFEH issued its Right-to-Sue notices.

4 **I.**

5 **FIRST CAUSE OF ACTION**

6 **For Actual/Perceived Physical Disability Harassment in Employment**

7 **[California Government Code §§ 12940 et seq.]**

8 **Against All Defendants & DOES 1 through 100, Inclusive**

9 12. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
10 Complaint as though duly set forth in full herein.

11 13. At all times relevant herein, Plaintiff was a member of a protected class as a result of her
12 actual/perceived disability(s), need for accommodations, and/or need for legally protected medical
13 leave.

14 14. At all times relevant herein, Plaintiff was an actual, perceived, and/or potentially disabled
15 person within the meaning of Cal. Gov't Code §§ 12926.1(b) et seq., because she suffered from
16 severe and/or debilitating injuries to her right knee, including multiple lacerations and a torn
17 meniscus, among other related injuries/symptoms of the same.

18 15. At all times relevant herein, Plaintiff's impairments affected her ability to perform major
19 life activities, including working. However, Plaintiff was able to perform the essential functions
20 of her job with reasonable accommodations.

21 16. At all times relevant herein, Defendant Planned Parenthood and DOES 1 through 100 were
22 on notice of Plaintiff's actual and/or perceived disability(s) through the following and/or on the
23 following occasions, among others:

24 a) On or about June 29, 2018, while at work, Plaintiff suffered severe injuries to her
25 right knee, including multiple lacerations and a torn meniscus, after a faulty metal file
26 cabinet fell onto her. As witnessed by many of Plaintiff's coworkers, including Aracelli
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1 Valdez, Lead Carmen Cuevas, and Supervisor Fernando Delgado, Plaintiff bled profusely
2 and was immediately rushed to the hospital where she received stitches and related care.

3 b) As a result of her condition, Plaintiff notified Human Resources Director Rachel
4 Rodriguez of her need to take several days of protected medical leave.

5 c) Upon Plaintiff's return to work on approximately July 5, 2018, Plaintiff duly
6 communicated her restrictions and/or need for accommodations to Defendant Planned
7 Parenthood, including the need to elevate her leg, among the other accommodations
8 Plaintiff required and/or may have required.

9 d) Moreover, Plaintiff contacted Human Resources Manager Nichole Trugler and
10 requested a parking space closer to her work area due to the severe pain and swelling she
11 was experiencing.

12 e) Additionally, on or about May 30, 2019, Plaintiff underwent surgery as a result of
13 said injuries, after which time she was placed on a medical leave of absence through
14 approximately July 8, 2019. At all times relevant herein, Defendant Planned Parenthood
15 had notice of Plaintiff's need for protected medical leave.

16 f) At the completion of her aforesaid medical leave of absence, in hopes of returning
17 to work, Plaintiff submitted medical documentation to Defendant Planned Parenthood
18 identifying her restrictions, including no kneeling, squatting, or lifting over ten pounds.

19 17. As such, through the aforesaid, Defendant Planned Parenthood and DOES 1 through 100
20 had sufficient notice of Plaintiff's actual and/or perceived actual/perceived disability(s), need for
21 accommodations, and/or need for legally protected medical leave.

22 18. However, on a severe and/or pervasive basis continuing at least through the time of
23 Plaintiff's wrongful termination on or about September 19, 2019, and continuing, Defendant
24 Planned Parenthood and DOES 1 through 100 harassed Plaintiff and created and maintained a
25 hostile work environment, under the totality of the circumstances, towards and against Plaintiff
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1 because of her actual/perceived disability(s), need for accommodations, and/or need for legally
2 protected medical leave through the following, among others:

3 a) Upon learning of Plaintiff's alleged disabilities/injuries and resultant need for
4 legally protected medical leave, HR Director Rodriguez harassed Plaintiff as she became
5 irritated and demanded that Plaintiff report to work, claiming that the doctor had already
6 cleared her.

7 b) Moreover, when Plaintiff communicated her restrictions and/or need for
8 accommodations upon her return to work on or about July 5, 2018, Defendant Planned
9 Parenthood repeatedly dismissed Plaintiff without ever meeting with her as part of the
10 mandatory interactive process to determine the nature and extent of Plaintiff's condition
11 and how she could be accommodated.

12 c) In further harassment, rather than accommodate Plaintiff's request for a closer
13 parking space due to the severe pain and swelling she was experiencing, Defendant Planned
14 Parenthood instead offered the parking spaces to non-disabled employees in upper
15 management.

16 d) Further evidencing the hostile work environment Plaintiff was subjected to, after
17 Plaintiff complained to Lead Cuevas of being accused by coworker David DOE of causing
18 the very same accident that resulted in such severe injuries, Defendant Planned Parenthood
19 refused to take any corrective and/or remedial measures and instead continued to make
20 Plaintiff feel increasingly unwelcome. In doing so, Defendant Planned Parenthood
21 condoned the harassing conduct.

22 e) Upon Plaintiff submitting medical documentation at the completion of her medical
23 leave of absence in July 2019, Defendant Planned Parenthood responded to Plaintiff on or
24 about July 15, 2019, stating it would not be able to accommodate Plaintiff's restrictions.
25 Notably, Defendant Planned Parenthood once again made such a determination without
26 even meeting with Plaintiff and notwithstanding the undeniable fact that Plaintiff's duties
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1 merely comprised of sitting at a desk. In doing so, it is without a doubt Defendant Planned
2 Parenthood was trying to get rid of Plaintiff.

3 f) By failing to consider any form of accommodations for Plaintiff and also failing to
4 return Plaintiff to work, Defendant Planned Parenthood unlawfully forced Plaintiff out on
5 a leave of absence. In doing so, Defendant Planned Parenthood unlawfully enforced a
6 policy requiring Plaintiff to be 100% healed prior to returning to work.

7 g) On or about September 19, 2019, Defendant Planned Parenthood terminated
8 Plaintiff's employment and shockingly confirmed its unlawful "100% healed" policy in the
9 termination notice it sent Plaintiff, in which HR Manager Trugler and Defendant Planned
10 Parenthood wrote and necessarily admitted, "Beginning August 1, 2019 through today, you
11 failed to notify your immediate supervisor or HR of your release to full duty by your
12 treating occupational health physician."

13 h) Defendant Planned Parenthood and DOES 1 through 100 failed and/or refused to
14 rehire and/or reinstate Plaintiff at least through September 22, 2020.

15 i) At all times relevant herein, Defendant Planned Parenthood and DOES 1 through
16 100 failed to engage in the mandatory good-faith interactive process to determine the nature
17 and extent of Plaintiff's disability(s) and how she could be accommodated.

18 j) At all times relevant herein, Defendant Planned Parenthood and DOES 1 through
19 100 failed to provide Plaintiff with reasonable accommodations. Instead, Defendant
20 Planned Parenthood and DOES 1 through 100 unlawfully forced Plaintiff out on medical
21 leave until she was 100% healed.

22 19. In doing the acts alleged herein, Defendant Planned Parenthood and DOES 1 through 100,
23 were substantially motivated by Plaintiff's actual/perceived disability(s), need for
24 accommodations, and/or need for legally protected medical leave.

25 20. The acts of harassment described herein were sufficiently severe and/or pervasive so as to
26 alter the conditions of employment and created an abusive working environment.
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1 21. At all times relevant herein, Plaintiff considered her work environment to be hostile and/or
2 abusive and herein also alleges that a reasonable person in Plaintiff's circumstances would have
3 considered the work environment to be hostile and/or abusive.

4 22. At all times relevant herein, Plaintiff believes and further alleges that Defendant Planned
5 Parenthood and DOES 1 through 100 and/or their agents/representatives failed to timely, properly,
6 and/or completely investigate Plaintiff's complaints and/or protests, thereby ratifying and
7 condoning the unlawful conduct.

8 23. The acts and conduct of Defendant Planned Parenthood and DOES 1 through 100, as
9 aforesaid, were in violation of Cal. *Gov't Code* §§ 12940 et seq. Said statutes impose certain duties
10 upon Defendant Planned Parenthood concerning discrimination against persons, such as Plaintiff,
11 on the basis of actual and/or perceived disability(s) and the prohibition of disability harassment.
12 Said statutes were intended to prevent the type of injury and damage herein set forth.

13 24. As a direct and legal result of the acts and omissions of Defendant Planned Parenthood and
14 DOES 1 through 100, and each of them, Plaintiff was damaged.

15 25. Plaintiff has been caused, and did suffer, and/or continues to suffer severe and/or
16 permanent emotional and/or mental distress. Prior to the occurrence of the incidents, Plaintiff did
17 not suffer from severe emotional distress or did not do so to the extent she currently does, which
18 was caused and/or exacerbated as a result of Defendant Planned Parenthood's conduct, as
19 described herein. The exact nature and extent of said injuries is presently unknown to Plaintiff,
20 who will pray leave of court to assert the same when they are ascertained.

21 26. As a further legal result of the acts and omissions of Defendant Planned Parenthood and
22 DOES 1 through 100, and each of them, Plaintiff has been forced and/or may be forced to incur
23 expenses for medical care and/or treatment, all in an amount which is at present unknown. Plaintiff
24 will pray leave of court to show the exact amount of said expenses at the time of trial.

25 27. As a further legal result of the acts and omissions of Defendant Planned Parenthood and
26 DOES 1 through 100, and each of them, Plaintiff has suffered and/or will suffer monetary damages,
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1 including but not limited to a loss of earnings. Plaintiff will pray leave of court to show the total
2 amount of monetary damages when ascertained and/or at the time of trial.

3 28. The acts of Defendant Planned Parenthood and DOES 1 through 100, and each of them,
4 were willful, wanton, malicious, intentional, oppressive and/or despicable and were done in willful
5 and conscious disregard of the rights, welfare, and/or safety of Plaintiff, and were done by
6 managerial agents and employees of Defendant Planned Parenthood and DOES 1 through 100,
7 and/or with their express knowledge, consent, and ratification, thereby justifying the awarding of
8 punitive and exemplary damages in an amount to be determined at the time of trial pursuant to Cal.
9 *Civil Code* § 3294.

10 29. By the acts and conduct of Defendant Planned Parenthood and DOES 1 through 100, and
11 each of them, Plaintiff was directly and legally caused to suffer actual damages pursuant to Cal.
12 *Civil Code* § 3333, including loss of earnings and future earning capacity, medical and related
13 expenses for care and procedures now and in the future, attorney's fees, and other pecuniary loss
14 not yet ascertained, for which Plaintiff will seek leave of court to amend when ascertained.

15 30. As a result of the harassing conduct by Defendant Planned Parenthood and DOES 1
16 through 100, and each of them, as alleged herein, Plaintiff is entitled to reasonable attorney's fees
17 and costs of said suit as specifically provided for by Cal. *Gov't Code* § 12965(b).

18 31. The FEHA also provides Plaintiff with declaratory and injunctive relief as a result of
19 Defendant Planned Parenthood's unlawful conduct.

20 32. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

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II.

SECOND CAUSE OF ACTION

For Actual/Perceived Disability Discrimination in Employment

[California *Government Code* §§ 12940 et seq.]

Against Defendant Planned Parenthood & DOES 1 through 100, Only

33. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

34. At all times relevant herein, Plaintiff was a member of a protected class as a result of her actual/perceived disability(s), need for accommodations, and/or need for legally protected medical leave.

35. At all times relevant herein, Plaintiff was an actual, perceived, and/or potentially disabled person within the meaning of Cal. *Gov't Code* §§ 12926.1(b) et seq., because she suffered from severe and/or debilitating injuries to her right knee, including multiple lacerations and a torn meniscus, among other related injuries/symptoms of the same.

36. At all times relevant herein, Defendant Planned Parenthood and DOES 1 through 100 were on notice of Plaintiff's actual and/or perceived disability(s) through the following and/or on the following occasions, among others:

a) On or about June 29, 2018, while at work, Plaintiff suffered severe injuries to her right knee, including multiple lacerations and a torn meniscus, after a faulty metal file cabinet fell onto her. As witnessed by many of Plaintiff's coworkers, including Aracelli Valdez, Lead Carmen Cuevas, and Supervisor Fernando Delgado, Plaintiff bled profusely and was immediately rushed to the hospital where she received stitches and related care.

b) As a result of her condition, Plaintiff notified HR Director Rodriguez of her need to take several days of protected medical leave.

c) Upon Plaintiff's return to work on approximately July 5, 2018, Plaintiff duly communicated her restrictions and/or need for accommodations to Defendant Planned

1 Parenthood, including the need to elevate her leg, among the other accommodations
2 Plaintiff required and/or may have required.

3 d) Moreover, Plaintiff contacted HR Manager Trugler and requested a parking space
4 closer to her work area due to the severe pain and swelling she was experiencing.

5 e) Additionally, on or about May 30, 2019, Plaintiff underwent surgery as a result of
6 said injuries, after which time she was placed on a medical leave of absence through
7 approximately July 8, 2019. At all times relevant herein, Defendant Planned Parenthood
8 had notice of Plaintiff's need for protected medical leave.

9 f) At the completion of her aforesaid medical leave of absence, in hopes of returning
10 to work, Plaintiff submitted medical documentation to Defendant Planned Parenthood
11 identifying her restrictions, including no kneeling, squatting, or lifting over ten pounds.

12 37. As such, through the aforesaid, Defendant Planned Parenthood and DOES 1 through 100
13 had sufficient notice of Plaintiff's actual and/or perceived actual/perceived disability(s), need for
14 accommodations, and/or need for legally protected medical leave.

15 38. Plaintiff was subjected to disparate working terms and conditions in comparison to her
16 non-disabled counterparts.

17 39. At all times relevant herein, Plaintiff was qualified for and competently performed the
18 position(s) she held throughout her employment with Defendant Planned Parenthood and DOES
19 1 through 100.

20 40. As such, at all times relevant herein, Plaintiff's impairments affected her ability to perform
21 major life activities, including working. However, Plaintiff was able to perform the essential
22 functions of her job with reasonable accommodations.

23 41. As a result of and substantially motivated by Plaintiff's actual/perceived disability(s), need
24 for accommodations, and/or need for legally protected medical leave, Defendant Planned
25 Parenthood and DOES 1 through 100 subjected Plaintiff to discriminatory treatment and/or
26 adverse employment actions including the following, among others:

1 a) Defendant Planned Parenthood and DOES 1 through 100 treated Plaintiff
2 differently, disparately, and/or negatively due to her disability(s) and resultant need for
3 legally protected medical leave and/or accommodations, including by subjecting her to
4 unjust criticism, unfair discipline, excessive monitoring, and overly-harsh scrutiny.

5 b) Upon learning of Plaintiff's alleged disabilities/injuries and resultant need for
6 legally protected medical leave, HR Director Rodriguez discriminated against Plaintiff as
7 she became irritated and demanded that Plaintiff report to work, claiming that the doctor
8 had already cleared her.

9 c) Moreover, when Plaintiff communicated her restrictions and/or need for
10 accommodations upon her return to work on or about July 5, 2018, Defendant Planned
11 Parenthood repeatedly dismissed Plaintiff without ever meeting with her as part of the
12 mandatory interactive process to determine the nature and extent of Plaintiff's condition
13 and how she could be accommodated.

14 d) In further discrimination against Plaintiff, rather than accommodate Plaintiff's
15 request for a closer parking space due to the severe pain and swelling she was experiencing,
16 Defendant Planned Parenthood instead offered the parking spaces to non-disabled
17 employees in upper management.

18 e) Further evidencing the hostile and discriminatory work environment Plaintiff was
19 subjected to, after Plaintiff complained to Lead Cuevas of being accused by coworker
20 David DOE of causing the very same accident that resulted in such severe injuries,
21 Defendant Planned Parenthood refused to take any corrective and/or remedial measures
22 and instead continued to make Plaintiff feel increasingly unwelcome. In doing so,
23 Defendant Planned Parenthood condoned the discriminatory conduct.

24 f) Upon Plaintiff submitting medical documentation at the completion of her medical
25 leave of absence in July 2019, Defendant Planned Parenthood responded to Plaintiff on or
26 about July 15, 2019, stating it would not be able to accommodate Plaintiff's restrictions.
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1 Notably, Defendant Planned Parenthood once again made such a determination without
2 even meeting with Plaintiff and notwithstanding the undeniable fact that Plaintiff's duties
3 merely comprised of sitting at a desk. In doing so, it is without a doubt Defendant Planned
4 Parenthood was trying to get rid of Plaintiff.

5 g) By failing to consider any form of accommodations for Plaintiff and also failing to
6 return Plaintiff to work, Defendant Planned Parenthood unlawfully forced Plaintiff out on
7 a leave of absence. In doing so, Defendant Planned Parenthood unlawfully enforced a
8 policy requiring Plaintiff to be 100% healed prior to returning to work.

9 h) On or about September 19, 2019, Defendant Planned Parenthood terminated
10 Plaintiff's employment and shockingly confirmed its unlawful "100% healed" policy in the
11 termination notice it sent Plaintiff, in which HR Manager Trugler and Defendant Planned
12 Parenthood wrote and necessarily admitted, "Beginning August 1, 2019 through today, you
13 failed to notify your immediate supervisor or HR of your release to full duty by your
14 treating occupational health physician."

15 i) Defendant Planned Parenthood and DOES 1 through 100 failed and/or refused to
16 rehire and/or reinstate Plaintiff at least through September 22, 2020.

17 j) At all times relevant herein, Defendant Planned Parenthood and DOES 1 through
18 100 failed to engage in the mandatory good-faith interactive process to determine the nature
19 and extent of Plaintiff's disability(s) and how she could be accommodated.

20 k) At all times relevant herein, Defendant Planned Parenthood and DOES 1 through
21 100 failed to provide Plaintiff with reasonable accommodations. Instead, Defendant
22 Planned Parenthood and DOES 1 through 100 unlawfully forced Plaintiff out on medical
23 leave until she was 100% healed.

24 42. In doing the acts alleged herein, Defendant Planned Parenthood and DOES 1 through 100
25 were substantially motivated by Plaintiff's actual and/or perceived disability(s), need for
26 accommodations, and/or need for legally protected medical leave.
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1 43. At all times relevant herein, Plaintiff believes and further alleges that Defendant Planned
2 Parenthood and DOES 1 through 100 and/or its agents/representatives failed to timely, properly,
3 and/or completely investigate Plaintiff's complaints and/or protests, thereby ratifying and
4 condoning the unlawful conduct.

5 44. The acts and conduct of Defendant Planned Parenthood and DOES 1 through 100, as
6 aforesaid, were in violation of Cal. *Gov't Code* §§ 12940 et seq. Said statutes impose certain duties
7 upon Defendants concerning discrimination against persons, such as Plaintiff, on the basis of actual
8 and/or perceived disability(s) and the prohibition of disability discrimination. Said statutes were
9 intended to prevent the type of injury and damage herein set forth.

10 45. As a direct and legal result of the acts and omissions of Defendant Planned Parenthood and
11 DOES 1 through 100, and each of them, Plaintiff was damaged.

12 46. Plaintiff has been caused, and did suffer, and/or continues to suffer severe and/or
13 permanent emotional and/or mental distress. Prior to the occurrence of the incidents, Plaintiff did
14 not suffer from severe emotional distress or did not do so to the extent she currently does, which
15 was caused and/or exacerbated as a result of Defendant Planned Parenthood's conduct, as
16 described herein. The exact nature and extent of said injuries is presently unknown to Plaintiff,
17 who will pray leave of court to assert the same when they are ascertained.

18 47. As a further legal result of the acts and omissions of Defendant Planned Parenthood and
19 DOES 1 through 100, and each of them, Plaintiff has been forced and/or may be forced to incur
20 expenses for medical care and/or treatment, all in an amount which is at present unknown. Plaintiff
21 will pray leave of court to show the exact amount of said expenses at the time of trial.

22 48. As a further legal result of the acts and omissions of Defendant Planned Parenthood and
23 DOES 1 through 100, and each of them, Plaintiff has suffered and/or will suffer monetary damages,
24 including but not limited to a loss of earnings. Plaintiff will pray leave of court to show the total
25 amount of monetary damages when ascertained and/or at the time of trial.

1 49. The acts of Defendant Planned Parenthood and DOES 1 through 100, and each of them,
2 were willful, wanton, malicious, intentional, oppressive, and/or despicable and were done in
3 willful and conscious disregard of the rights, welfare, and/or safety of Plaintiff, and were done by
4 managerial agents and employees of Defendant Planned Parenthood and DOES 1 through 100,
5 and/or with their express knowledge, consent, and ratification, thereby justifying the awarding of
6 punitive and exemplary damages in an amount to be determined at the time of trial pursuant to Cal.
7 *Civil Code* § 3294.

8 50. By the acts and conduct of Defendant Planned Parenthood and DOES 1 through 100, and
9 each of them, Plaintiff was directly and legally caused to suffer actual damages pursuant to Cal.
10 *Civil Code* § 3333, including loss of earnings and future earning capacity, medical and related
11 expenses for care and procedures now and in the future, attorney's fees, and other pecuniary loss
12 not yet ascertained, for which Plaintiff will seek leave of court to amend when ascertained.

13 51. As a result of the discriminatory conduct of Defendant Planned Parenthood and DOES 1
14 through 100, and each of them, as alleged herein, Plaintiff is entitled to reasonable attorney's fees
15 and costs of said suit as specifically provided for by Cal. *Gov't Code* § 12965(b).

16 52. The FEHA also provides Plaintiff with declaratory and injunctive relief as a result of
17 Defendant Planned Parenthood's unlawful conduct.

18 53. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

19 **III.**

20 **THIRD CAUSE OF ACTION**

21 **For Actual/Perceived Disability Retaliation in Employment**

22 **[California *Government Code* §§ 12940 et seq.]**

23 **Against Defendant Planned Parenthood & DOES 1 through 100, Only**

24 54. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
25 Complaint as though duly set forth in full herein.

1 55. At all times relevant herein, Plaintiff was a member of a protected class as a result of her
2 actual/perceived disability(s), need for accommodations, need for legally protected medical leave,
3 and/or her legally protected activities, as herein alleged.

4 56. At all times relevant herein, Plaintiff was an actual, perceived, and/or potentially disabled
5 person within the meaning of Cal. *Gov't Code* §§ 12926.1(b) et seq., because she suffered from
6 severe and/or debilitating injuries to her right knee, including multiple lacerations and a torn
7 meniscus, among other related injuries/symptoms of the same.

8 57. Plaintiff engaged in legally protected conduct and/or asserted her legal rights through the
9 following, among others:

10 a) As a result of the severe injuries she sustained in the workplace on or about June
11 29, 2018, Plaintiff engaged in legally protected conduct as she notified HR Director
12 Rodriguez of her need to take several days of protected medical leave.

13 b) Upon Plaintiff's return to work on approximately July 5, 2018, Plaintiff engaged in
14 further protected conduct as she duly communicated her restrictions and/or need for
15 accommodations to Defendant Planned Parenthood, including the need to elevate her leg,
16 among the other accommodations Plaintiff required and/or may have required.

17 c) Moreover, Plaintiff contacted HR Manager Trugler and requested a parking space
18 closer to her work area due to the severe pain and swelling she was experiencing.

19 d) Additionally, on or about May 30, 2019, Plaintiff underwent surgery as a result of
20 said injuries, after which time she was placed on a medical leave of absence through
21 approximately July 8, 2019. At all times relevant herein, Defendant Planned Parenthood
22 had notice of Plaintiff's need for protected medical leave.

23 e) At the completion of her aforesaid medical leave of absence, in hopes of returning
24 to work, Plaintiff submitted medical documentation to Defendant Planned Parenthood
25 identifying her restrictions, including no kneeling, squatting, or lifting over ten pounds.
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1 f) Plaintiff engaged in further legally protected conduct as she complained to Lead
2 Cuevas of being accused by coworker David DOE of causing the very same accident that
3 resulted in such severe injuries.

4 58. However, as a result of Plaintiff engaging in the aforesaid protected activities and/or her
5 actual and/or perceived disability(s), including her resultant need for reasonable accommodations
6 and/or protected medical leave, Defendant Planned Parenthood and DOES 1 through 100,
7 subjected Plaintiff to the following retaliatory adverse employment actions, among others:

8 a) Defendant Planned Parenthood and DOES 1 through 100 treated Plaintiff
9 differently, disparately, and/or negatively, including by subjecting her to unjust criticism,
10 unfair discipline, excessive monitoring, and overly-harsh scrutiny.

11 b) Upon learning of Plaintiff's alleged disabilities/injuries and resultant need for
12 legally protected medical leave, HR Director Rodriguez retaliated against Plaintiff as she
13 became irritated and demanded that Plaintiff report to work, claiming that the doctor had
14 already cleared her.

15 c) Moreover, when Plaintiff communicated her restrictions and/or need for
16 accommodations upon her return to work on or about July 5, 2018, Defendant Planned
17 Parenthood repeatedly dismissed Plaintiff without ever meeting with her as part of the
18 mandatory interactive process to determine the nature and extent of Plaintiff's condition
19 and how she could be accommodated.

20 d) In further retaliation against Plaintiff, rather than accommodate Plaintiff's request
21 for a closer parking space due to the severe pain and swelling she was experiencing,
22 Defendant Planned Parenthood instead offered the parking spaces to non-disabled
23 employees in upper management.

24 e) Further evidencing the hostile and retaliatory work environment Plaintiff was
25 subjected to, after Plaintiff complained to Lead Cuevas of being accused by coworker
26 David DOE of causing the very same accident that resulted in such severe injuries,
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1 Defendant Planned Parenthood refused to take any corrective and/or remedial measures
2 and instead continued to make Plaintiff feel increasingly unwelcome. In doing so,
3 Defendant Planned Parenthood condoned the retaliatory conduct.

4 f) Upon Plaintiff submitting medical documentation at the completion of her medical
5 leave of absence in July 2019, Defendant Planned Parenthood responded to Plaintiff on or
6 about July 15, 2019, stating it would not be able to accommodate Plaintiff's restrictions.
7 Notably, Defendant Planned Parenthood once again made such a determination without
8 even meeting with Plaintiff and notwithstanding the undeniable fact that Plaintiff's duties
9 merely comprised of sitting at a desk. In doing so, it is without a doubt Defendant Planned
10 Parenthood was trying to get rid of Plaintiff.

11 g) By failing to consider any form of accommodations for Plaintiff and also failing to
12 return Plaintiff to work, Defendant Planned Parenthood unlawfully forced Plaintiff out on
13 a leave of absence. In doing so, Defendant Planned Parenthood unlawfully enforced a
14 policy requiring Plaintiff to be 100% healed prior to returning to work.

15 h) On or about September 19, 2019, Defendant Planned Parenthood terminated
16 Plaintiff's employment and shockingly confirmed its unlawful "100% healed" policy in the
17 termination notice it sent Plaintiff, in which HR Manager Trugler and Defendant Planned
18 Parenthood wrote and necessarily admitted, "Beginning August 1, 2019 through today, you
19 failed to notify your immediate supervisor or HR of your release to full duty by your
20 treating occupational health physician."

21 i) Defendant Planned Parenthood and DOES 1 through 100 failed and/or refused to
22 rehire and/or reinstate Plaintiff at least through September 22, 2020.

23 j) At all times relevant herein, Defendant Planned Parenthood and DOES 1 through
24 100 failed to engage in the mandatory good-faith interactive process to determine the nature
25 and extent of Plaintiff's disability(s) and how she could be accommodated.
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1 k) At all times relevant herein, Defendant Planned Parenthood and DOES 1 through
2 100 failed to provide Plaintiff with reasonable accommodations. Instead, Defendant
3 Planned Parenthood and DOES 1 through 100 unlawfully forced Plaintiff out on medical
4 leave until she was 100% healed.

5 59. Through the aforesaid conduct, Plaintiff was retaliated against by Defendant Planned
6 Parenthood and DOES 1 through 100 as it engaged in a course or pattern of conduct that, taken as
7 a whole, materially and adversely affected the terms, conditions, or privileges of Plaintiff's
8 employment. This conduct was reasonably likely to impair a reasonable employee's job
9 performance or prospects for advancement or promotion.

10 60. In doing the acts alleged herein, Defendant Planned Parenthood and DOES 1 through 100
11 were substantially motivated by Plaintiff's actual and/or perceived disability(s), need for
12 accommodations, need for protected medical leave, and/or aforesaid legally protected activities.

13 61. By the acts and conduct described, Defendant Planned Parenthood and DOES 1 through
14 100, in violation of said statutes, knew about, or should have known about, and failed to investigate
15 and/or properly investigate, prevent or remedy the retaliation.

16 62. The acts and conduct of Defendant Planned Parenthood and DOES 1 through 100, as
17 aforesaid, were in violation of Cal. *Gov't Code* §§ 12940 et seq. Said statutes impose certain duties
18 upon Defendants concerning retaliation against persons, such as Plaintiff, on the basis of actual
19 and/or perceived disability(s) and the prohibition of disability retaliation. Said statutes were
20 intended to prevent the type of injury and damage herein set forth.

21 63. As a direct and legal result of the acts and omissions of Defendant Planned Parenthood and
22 DOES 1 through 100, and each of them, Plaintiff was damaged.

23 64. Plaintiff has been caused, and did suffer, and/or continues to suffer severe and/or
24 permanent emotional and/or mental distress. Prior to the occurrence of the incidents, Plaintiff did
25 not suffer from severe emotional distress or did not do so to the extent she currently does, which
26 was caused and/or exacerbated as a result of Defendant Planned Parenthood' conduct, as described
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1 herein. The exact nature and extent of said injuries is presently unknown to Plaintiff, who will pray
2 leave of court to assert the same when they are ascertained.

3 65. As a further legal result of the acts and omissions of Defendant Planned Parenthood and
4 DOES 1 through 100, and each of them, Plaintiff has been forced and/or may be forced to incur
5 expenses for medical care and/or treatment, all in an amount which is at present unknown. Plaintiff
6 will pray leave of court to show the exact amount of said expenses at the time of trial.

7 66. As a further legal result of the acts and omissions of Defendant Planned Parenthood and
8 DOES 1 through 100, and each of them, Plaintiff has suffered and/or will suffer monetary damages,
9 including but not limited to a loss of earnings. Plaintiff will pray leave of court to show the total
10 amount of monetary damages when ascertained and/or at the time of trial.

11 67. The acts of Defendant Planned Parenthood and DOES 1 through 100, and each of them,
12 were willful, wanton, malicious, intentional, oppressive, and/or despicable and were done in
13 willful and conscious disregard of the rights, welfare, and/or safety of Plaintiff, and were done by
14 managerial agents and employees of Defendant Planned Parenthood and DOES 1 through 100,
15 and/or with their express knowledge, consent, and ratification, thereby justifying the awarding of
16 punitive and exemplary damages in an amount to be determined at the time of trial pursuant to Cal.
17 *Civil Code* § 3294.

18 68. By the acts and conduct of Defendant Planned Parenthood and DOES 1 through 100, and
19 each of them, Plaintiff was directly and legally caused to suffer actual damages pursuant to Cal.
20 *Civil Code* § 3333, including loss of earnings and future earning capacity, medical and related
21 expenses for care and procedures now and in the future, attorney's fees, and other pecuniary loss
22 not yet ascertained, for which Plaintiff will seek leave of court to amend when ascertained.

23 69. As a result of the retaliatory conduct of Defendant Planned Parenthood and DOES 1
24 through 100, and each of them, as alleged herein, Plaintiff is entitled to reasonable attorney's fees
25 and costs of said suit as specifically provided for by Cal. *Gov't Code* § 12965(b).

1 70. The FEHA also provides Plaintiff with declaratory and injunctive relief as a result of
2 Defendant Planned Parenthood’s unlawful conduct.

3 71. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

4 **IV.**

5 **FOURTH CAUSE OF ACTION**

6 **Failure to Engage in the Good-Faith Interactive Process**

7 **[California *Government Code* § 12940(n)]**

8 **Against Defendant Planned Parenthood & DOES 1 through 100, Only**

9 72. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
10 Complaint as though duly set forth in full herein.

11 73. At all times relevant herein, despite having notice of Plaintiff’s actual and/or perceived
12 disability(s), Defendant Planned Parenthood and DOES 1 through 100 failed and/or refused to
13 engage in a good-faith interactive process with Plaintiff to determine whether it would be possible
14 to implement effective reasonable accommodations as required by Cal. *Gov’t Code* § 12940(n).

15 74. Cal. *Gov’t Code* § 12940(n) generally provides that it is an unlawful employment practice
16 for an employer or other entity covered by the FEHA to fail to engage in a timely, good-faith,
17 interactive process with the employee to determine effective reasonable accommodations, if any,
18 for an employee with a known physical or mental disability or known medical condition.

19 75. Plaintiff is informed, believes, and herein alleges Defendant Planned Parenthood and
20 DOES 1 through 100 were “employer(s)” pursuant to the FEHA and therefore covered entities.

21 76. At all times relevant herein, Plaintiff was an employee of Defendant Planned Parenthood
22 and DOES 1 through 100.

23 77. At all times relevant herein, Plaintiff was an actual, perceived, and/or potentially disabled
24 person within the meaning of Cal. *Gov’t Code* §§ 12926.1(b) et seq., because she suffered from
25 severe and/or debilitating injuries to her right knee, including multiple lacerations and a torn
26 meniscus, among other related injuries/symptoms of the same.

1 78. At all times relevant herein, Plaintiff was willing to participate in an interactive process to
2 determine whether reasonable accommodations could be made.

3 79. Pursuant to California Code of Regulations (“CCR”) § 11069(b)(1), an employer or other
4 covered entity shall initiate an interactive process when an applicant or employee with a known
5 physical or mental disability or medical condition requests reasonable accommodations.

6 80. Pursuant to CCR § 11069(b)(2), an employer or other covered entity shall initiate an
7 interactive process when the employer or other covered entity otherwise becomes aware of the
8 need for an accommodation through a third party or by observation.

9 81. At all times relevant herein, Defendant Planned Parenthood and DOES 1 through 100 were
10 on notice of Plaintiff’s actual and/or perceived disability(s) through the following and/or on the
11 following occasions, among others:

12 a) On or about June 29, 2018, while at work, Plaintiff suffered severe injuries to her
13 right knee, including multiple lacerations and a torn meniscus, after a faulty metal file
14 cabinet fell onto her. As witnessed by many of Plaintiff’s coworkers, including Aracelli
15 Valdez, Lead Carmen Cuevas, and Supervisor Fernando Delgado, Plaintiff bled profusely
16 and was immediately rushed to the hospital where she received stitches and related care.

17 b) As a result of her condition, Plaintiff notified HR Director Rodriguez of her need
18 to take several days of protected medical leave.

19 c) Upon Plaintiff’s return to work on approximately July 5, 2018, Plaintiff duly
20 communicated her restrictions and/or need for accommodations to Defendant Planned
21 Parenthood, including the need to elevate her leg, among the other accommodations
22 Plaintiff required and/or may have required.

23 d) Moreover, Plaintiff contacted HR Manager Trugler and requested a parking space
24 closer to her work area due to the severe pain and swelling she was experiencing.

25 e) Additionally, on or about May 30, 2019, Plaintiff underwent surgery as a result of
26 said injuries, after which time she was placed on a medical leave of absence through
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1 approximately July 8, 2019. At all times relevant herein, Defendant Planned Parenthood
2 had notice of Plaintiff's need for protected medical leave.

3 f) At the completion of her aforesaid medical leave of absence, in hopes of returning
4 to work, Plaintiff submitted medical documentation to Defendant Planned Parenthood
5 identifying her restrictions, including no kneeling, squatting, or lifting over ten pounds.

6 82. However, despite its duty to do so, Defendant Planned Parenthood and DOES 1 through
7 100 failed to timely initiate and participate in a good-faith interactive process with Plaintiff to
8 determine whether reasonable accommodations could be offered.

9 83. Instead, as herein alleged, Defendant Planned Parenthood and DOES 1 through 100
10 unlawfully forced Plaintiff out on medical leave until she was 100% healed and subsequently
11 terminated Plaintiff's employment.

12 84. In doing the acts alleged herein, Defendant Planned Parenthood and DOES 1 through 100
13 were substantially motivated by Plaintiff's actual/perceived disabilities, request/need for
14 accommodations, and/or request/need for legally protected medical leave.

15 85. As a direct and legal result of the acts and omissions of Defendant Planned Parenthood and
16 DOES 1 through 100, and of them, Plaintiff was damaged.

17 86. Defendant Planned Parenthood's failure to engage in the mandatory good-faith interactive
18 process with Plaintiff was a substantial factor in causing Plaintiff's harm.

19 87. Plaintiff has been caused, and did suffer, and/or continues to suffer severe and/or
20 permanent emotional and/or mental distress. Prior to the occurrence of the incidents, Plaintiff did
21 not suffer from severe emotional distress or did not do so to the extent she currently does, which
22 was caused and/or exacerbated as a result of Defendant Planned Parenthood's conduct, as
23 described herein. The exact nature and extent of said injuries is presently unknown to Plaintiff,
24 who will pray leave of court to assert the same when they are ascertained.

25 88. As a further legal result of the acts and omissions of Defendant Planned Parenthood and
26 DOES 1 through 100, Plaintiff has been forced and/or may be forced to incur expenses for medical
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1 care and/or treatment, all in an amount which is at present unknown. Plaintiff will pray leave of
2 court to show the exact amount of said expenses at the time of trial.

3 89. As a further legal result of the acts and omissions of Defendant Planned Parenthood and
4 DOES 1 through 100, Plaintiff has suffered and/or will suffer monetary damages, including but
5 not limited to a loss of earnings. Plaintiff will pray leave of court to show the total amount of
6 monetary damages when ascertained and/or at the time of trial.

7 90. The acts of Defendant Planned Parenthood and DOES 1 through 100, and each of them,
8 were willful, wanton, malicious, intentional, oppressive, and/or despicable and were done in
9 willful and conscious disregard of the rights, welfare, and/or safety of Plaintiff, and were done by
10 managerial agents and employees of Defendant Planned Parenthood and DOES 1 through 100,
11 and/or with their express knowledge, consent, and ratification, thereby justifying the awarding of
12 punitive and exemplary damages in an amount to be determined at the time of trial pursuant to Cal.
13 *Civil Code* § 3294.

14 91. By the acts and conduct of Defendant Planned Parenthood and DOES 1 through 100, and
15 each of them, Plaintiff was directly and legally caused to suffer actual damages pursuant to Cal.
16 *Civil Code* § 3333, including loss of earnings and future earning capacity, medical and related
17 expenses for care and procedures now and in the future, attorney's fees, and other pecuniary loss
18 not yet ascertained, for which Plaintiff will seek leave of court to amend when ascertained.

19 92. As a result of aforesaid Defendant's failure to initiate and participate in the good-faith
20 interactive process, as alleged herein, Plaintiff is entitled to reasonable attorney's fees and costs of
21 said suit as specifically provided for by Cal. *Gov't Code* § 12965(b).

22 93. Pursuant to the FEHA, Plaintiff is also entitled to declaratory and injunctive relief as a
23 result of the unlawful conduct herein alleged.

24 94. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

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V.

FIFTH CAUSE OF ACTION

Failure to Provide Reasonable Accommodations

[California *Government Code* § 12940(m)]

Against Defendant Planned Parenthood & DOES 1 Through 100, Only

95. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

96. At all times relevant herein, despite having notice of Plaintiff’s disabilities, as herein alleged, Defendant Planned Parenthood and DOES 1 through 100 failed to provide reasonable accommodations for Plaintiff’s actual and/or perceived disability(s) as required by Cal. *Gov’t Code* § 12940(m).

97. Cal. *Gov’t Code* § 12940(m) provides that it is an unlawful employment practice for an employer or other entity covered by this part to fail to make reasonable accommodations for the known physical or mental disability of an applicant or employee.

98. At all times relevant herein, Plaintiff was an actual, perceived, and/or potentially disabled person within the meaning of Cal. *Gov’t Code* §§ 12926.1(b) et seq., because she suffered from severe and/or debilitating injuries to her right knee, including multiple lacerations and a torn meniscus, among other related injuries/symptoms of the same.

99. Plaintiff is informed, believes, and herein alleges that Defendant Planned Parenthood and DOES 1 through 100 were “employer(s)” pursuant the FEHA and therefore covered entities.

100. At all times relevant herein, Plaintiff was an employee of Defendant Planned Parenthood and DOES 1 through 100.

101. At all times relevant herein, Plaintiff was able to perform the essential job duties with or without reasonable accommodations for her actual and/or perceived disability(s).

1 102. At all times relevant herein, Defendant Planned Parenthood and DOES 1 through 100 were
2 on notice of Plaintiff's actual and/or perceived disability(s) and resultant need for accommodations
3 through the following and/or on the following occasions, among others:

4 a) On or about June 29, 2018, while at work, Plaintiff suffered severe injuries to her
5 right knee, including multiple lacerations and a torn meniscus, after a faulty metal file
6 cabinet fell onto her. As witnessed by many of Plaintiff's coworkers, including Aracelli
7 Valdez, Lead Carmen Cuevas, and Supervisor Fernando Delgado, Plaintiff bled profusely
8 and was immediately rushed to the hospital where she received stitches and related care.

9 b) As a result of her condition, Plaintiff notified HR Director Rodriguez of her need
10 to take several days of protected medical leave.

11 c) Upon Plaintiff's return to work on approximately July 5, 2018, Plaintiff duly
12 communicated her restrictions and/or need for accommodations to Defendant Planned
13 Parenthood, including the need to elevate her leg, among the other accommodations
14 Plaintiff required and/or may have required.

15 d) Moreover, Plaintiff contacted HR Manager Trugler and requested a parking space
16 closer to her work area due to the severe pain and swelling she was experiencing.

17 e) Additionally, on or about May 30, 2019, Plaintiff underwent surgery as a result of
18 said injuries, after which time she was placed on a medical leave of absence through
19 approximately July 8, 2019. At all times relevant herein, Defendant Planned Parenthood
20 had notice of Plaintiff's need for protected medical leave.

21 f) At the completion of her aforesaid medical leave of absence, in hopes of returning
22 to work, Plaintiff submitted medical documentation to Defendant Planned Parenthood
23 identifying her restrictions, including no kneeling, squatting, or lifting over ten pounds.

24 103. Instead, as herein alleged, Defendant Planned Parenthood and DOES 1 through 100
25 unlawfully forced Plaintiff out on medical leave until she was 100% healed and subsequently
26 terminated Plaintiff's employment.

1 104. In doing the acts alleged herein, Defendant Planned Parenthood and DOES 1 through 100
2 were substantially motivated by Plaintiff's actual/perceived disabilities, request/need for
3 accommodations, and/or request/need for legally protected medical leave.

4 105. As a direct and legal result of the acts and omissions of Defendant Planned Parenthood and
5 DOES 1 through 100, and each of them, Plaintiff was damaged.

6 106. Defendant Planned Parenthood's failure to provide Plaintiff reasonable accommodations
7 was a substantial factor in causing Plaintiff's harm.

8 107. Plaintiff has been caused, and did suffer, and/or continues to suffer severe and/or
9 permanent emotional and/or mental distress. Prior to the occurrence of the incidents, Plaintiff did
10 not suffer from severe emotional distress or did not do so to the extent she currently does, which
11 was caused and/or exacerbated as a result of Defendant Planned Parenthood's conduct, as
12 described herein. The exact nature and extent of said injuries is presently unknown to Plaintiff,
13 who will pray leave of court to assert the same when they are ascertained.

14 108. As a further legal result of the acts and omissions of Defendant Planned Parenthood and
15 DOES 1 through 100, and each of them, Plaintiff has been forced and/or may be forced to incur
16 expenses for medical care and/or treatment, all in an amount which is at present unknown. Plaintiff
17 will pray leave of court to show the exact amount of said expenses at the time of trial.

18 109. As a further legal result of the acts and omissions of Defendant Planned Parenthood and
19 DOES 1 through 100, and each of them, Plaintiff has suffered and/or will suffer monetary damages,
20 including but not limited to a loss of earnings. Plaintiff will pray leave of court to show the total
21 amount of monetary damages when ascertained and/or at the time of trial.

22 110. The acts of Defendant Planned Parenthood and DOES 1 through 100, and each of them,
23 were willful, wanton, malicious, intentional, oppressive, and/or despicable and were done in
24 willful and conscious disregard of the rights, welfare, and/or safety of Plaintiff, and were done by
25 managerial agents and employees of Defendant Planned Parenthood and DOES 1 through 100,
26 and/or with their express knowledge, consent, and ratification, thereby justifying the awarding of
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1 punitive and exemplary damages in an amount to be determined at the time of trial pursuant to Cal.
2 *Civil Code* § 3294.

3 111. By the acts and conduct of Defendant Planned Parenthood and DOES 1 through 100, and
4 each of them, Plaintiff was directly and legally caused to suffer actual damages pursuant to Cal.
5 *Civil Code* § 3333, including loss of earnings and future earning capacity, medical and related
6 expenses for care and procedures now and in the future, attorney’s fees, and other pecuniary loss
7 not yet ascertained, for which Plaintiff will seek leave of court to amend when ascertained.

8 112. As a result of aforesaid Defendant’s failure to provide Plaintiff with reasonable
9 accommodations, Plaintiff is entitled to reasonable attorney’s fees and costs of said suit as
10 specifically provided for by Cal. *Gov’t Code* § 12965(b).

11 113. Pursuant to the FEHA, Plaintiff is also entitled to declaratory and injunctive relief as a
12 result of the unlawful conduct herein alleged.

13 114. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

14 **VI.**

15 **SIXTH CAUSE OF ACTION**

16 **For Violation of the California Family Rights Act (“CFRA”)**

17 **[California *Government Code* § 12945.2]**

18 **Against Defendant Planned Parenthood & DOES 1 Through 100, Only**

19 115. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
20 Complaint as though duly set forth in full herein.

21 116. Defendant Planned Parenthood and DOES 1 through 100 violated the CFRA by
22 discriminating and/or retaliating against Plaintiff after she requested and/or took protected medical
23 leave pursuant to the CFRA.

24 117. At all times relevant herein, Plaintiff was an actual, perceived, and/or potentially disabled
25 person within the meaning of Cal. *Gov’t Code* §§ 12926.1(b) et seq., because she suffered from
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1 severe and/or debilitating injuries to her right knee, including multiple lacerations and a torn
2 meniscus, among other related injuries/symptoms of the same.

3 118. As a result of her aforementioned condition, Plaintiff requested and/or took protected leave
4 pursuant to the CFRA.

5 119. Plaintiff was an employee of Defendant Planned Parenthood and DOES 1 through 100,
6 who qualified for protected leave pursuant to the CFRA.

7 120. Plaintiff worked for Defendant Planned Parenthood and DOES 1 through 100, for over one
8 (1) year and worked over 1250 hours in the year prior to taking and/or request for medical leave.

9 121. Specifically, on or about May 30, 2019, Plaintiff underwent surgery as a result of her
10 alleged disabilities and/or injuries, after which time she was placed on a medical leave of absence
11 through approximately July 8, 2019. At the completion of her leave of absence, in hopes of
12 returning to work, Plaintiff submitted medical documentation to Defendant Planned Parenthood,
13 which also indicated her restrictions.

14 122. However, as a result of and substantially motivated by Plaintiff requesting and/or taking
15 legally protected leave pursuant to the CFRA, Defendant Planned Parenthood and DOES 1 through
16 100 subjected Plaintiff to the following discriminatory and retaliatory adverse employment actions
17 including the following, among others:

18 a) Upon Plaintiff submitting medical documentation at the completion of her medical
19 leave of absence in July 2019, Defendant Planned Parenthood responded to Plaintiff on or
20 about July 15, 2019, stating it would not be able to accommodate Plaintiff's restrictions.
21 Notably, Defendant Planned Parenthood once again made such a determination without
22 even meeting with Plaintiff and notwithstanding the undeniable fact that Plaintiff's duties
23 merely comprised of sitting at a desk. In doing so, it is without a doubt Defendant Planned
24 Parenthood was trying to get rid of Plaintiff.

25 b) By failing to consider any form of accommodations for Plaintiff and also failing to
26 return Plaintiff to work, Defendant Planned Parenthood unlawfully forced Plaintiff out on
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1 a leave of absence. In doing so, Defendant Planned Parenthood unlawfully enforced a
2 policy requiring Plaintiff to be 100% healed prior to returning to work.

3 c) On or about September 19, 2019, Defendant Planned Parenthood terminated
4 Plaintiff's employment and shockingly confirmed its unlawful "100% healed" policy in the
5 termination notice it sent Plaintiff, in which HR Manager Trugler and Defendant Planned
6 Parenthood wrote and necessarily admitted, "Beginning August 1, 2019 through today, you
7 failed to notify your immediate supervisor or HR of your release to full duty by your
8 treating occupational health physician."

9 d) Defendant Planned Parenthood and DOES 1 through 100 failed and/or refused to
10 rehire and/or reinstate Plaintiff at least through September 22, 2020.

11 e) At all times relevant herein, Defendant Planned Parenthood and DOES 1 through
12 100 failed to engage in the mandatory good-faith interactive process to determine the nature
13 and extent of Plaintiff's disability(s) and how she could be accommodated.

14 f) At all times relevant herein, Defendant Planned Parenthood and DOES 1 through
15 100 failed to provide Plaintiff with reasonable accommodations. Instead, Defendant
16 Planned Parenthood and DOES 1 through 100 unlawfully forced Plaintiff out on medical
17 leave until she was 100% healed.

18 123. Through the aforesaid conduct, Plaintiff was retaliated against by Defendant Planned
19 Parenthood and DOES 1 through 100 as they engaged in a course or pattern of conduct that, taken
20 as a whole, materially and adversely affected the terms, conditions, or privileges of Plaintiff's
21 employment. This conduct was reasonably likely to impair a reasonable employee's job
22 performance or prospects for advancement or promotion.

23 124. The CFRA generally declares:

24 It shall be an unlawful employment practice for any employer to refuse to grant a
25 request by any employee with more than 12 months of service with the employer,
26 and who has at least 1,250 hours of service with the employer during the previous
27 12-month period, to take up to a total of 12 workweeks in any 12-month period for
family care and medical leave. Family care and medical leave requested pursuant

1 to this subdivision shall not be deemed to have been granted unless the employer
2 provides the employee, upon granting the leave request, a guarantee of employment
in the same or a comparable position upon the termination of the leave.

3 125. California Code of Regulations § 11094(a) further declares, “It shall be an unlawful
4 employment practice for any person to discriminate or retaliate against any individual, because
5 that individual has exercised the right to CFRA leave.”

6 126. In doing the acts alleged herein, Defendant Planned Parenthood and DOES 1 through 100
7 were substantially motivated by Plaintiff requesting and/or taking protected CFRA leave.

8 127. By the acts and conduct described above, Defendant Planned Parenthood and DOES 1
9 through 100, in violation of said statutes, knew about, or should have known about, and failed to
10 investigate and/or properly investigate, prevent or remedy the retaliation and discrimination in
11 violation of the CFRA.

12 128. As a direct and legal result of the acts and omissions of Defendant Planned Parenthood and
13 DOES 1 through 100, and each of them, Plaintiff was damaged.

14 129. Defendant Planned Parenthood’s failure to provide Plaintiff with her permitted medical
15 leave pursuant to the CFRA, including its decision to interfere with Plaintiff’s rights under the
16 CFRA, was a substantial factor in causing Plaintiff’s harm.

17 130. Plaintiff has been caused, and did suffer, and/or continues to suffer severe and/or
18 permanent emotional and/or mental distress. Prior to the occurrence of the incidents, Plaintiff did
19 not suffer from severe emotional distress or did not do so to the extent she currently does, which
20 was caused and/or exacerbated as a result of Defendant Planned Parenthood’s conduct, as
21 described herein. The exact nature and extent of said injuries is presently unknown to Plaintiff,
22 who will pray leave of court to assert the same when they are ascertained.

23 131. As a further legal result of the acts and omissions of Defendant Planned Parenthood and
24 DOES 1 through 100, and each of them, Plaintiff has been forced and/or may be forced to incur
25 expenses for medical care and/or treatment, all in an amount which is at present unknown. Plaintiff
26 will pray leave of court to show the exact amount of said expenses at the time of trial.
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1 132. As a further legal result of the acts and omissions of Defendant Planned Parenthood and
2 DOES 1 through 100, and each of them, Plaintiff has suffered and/or will suffer monetary damages,
3 including but not limited to a loss of earnings. Plaintiff will pray leave of court to show the total
4 amount of monetary damages when ascertained and/or at the time of trial.

5 133. The acts of Defendant Planned Parenthood and DOES 1 through 100, and each of them,
6 were willful, wanton, malicious, intentional, oppressive, and/or despicable and were done in
7 willful and conscious disregard of the rights, welfare, and/or safety of Plaintiff, and were done by
8 managerial agents and employees of Defendant Planned Parenthood and DOES 1 through 100,
9 and/or with their express knowledge, consent, and ratification, thereby justifying the awarding of
10 punitive and exemplary damages in an amount to be determined at the time of trial pursuant to Cal.
11 *Civil Code* § 3294.

12 134. By the acts and conduct of Defendant Planned Parenthood and DOES 1 through 100, and
13 each of them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to
14 Cal. *Civil Code* § 3333, including loss of earnings and future earning capacity, medical and related
15 expenses for care and procedures both now and in the future, attorney's fees, and other pecuniary
16 loss not yet ascertained, for which Plaintiff will seek leave of court to amend when ascertained.

17 135. As a result of Defendant's interference with Plaintiff's rights under the CFRA, Plaintiff is
18 entitled to reasonable attorney's fees and costs of said suit as specifically provided in Cal. *Gov't*
19 *Code* § 12965(b).

20 136. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

21 **VII.**

22 **SEVENTH CAUSE OF ACTION**

23 **For Whistleblower Violations**

24 **[California Labor Code § 1102.5]**

25 **Against Defendant Planned Parenthood & DOES 1 Through 100, Only**

26 137. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
27 Complaint as though duly set forth in full herein.

1 138. Defendant Planned Parenthood and DOES 1 through 100, and each of them, retaliated
2 against Plaintiff for blowing the whistle against, complaining about, and/or protesting against its
3 unlawful activities where Plaintiff had reasonable cause to believe her employer, Defendant
4 Planned Parenthood and DOES 1 through 100, and each of them, were violating the law.

5 139. It is a violation of the California whistleblower statute, Cal. *Labor Code* § 1102.5 and
6 public policy to retaliate, punish, deny opportunities, and/or discharge an employee for refusing to
7 violate the law and/or for protesting against unlawful activities to his/her employer and/or a
8 government agency.

9 140. California *Labor Code* § 1102.5 declares:

- 10 (a) An employer, or any person acting on behalf of the employer, shall not
11 make, adopt, or enforce any rule, regulation, or policy preventing an
12 employee from disclosing information to a government or law enforcement
13 agency, to a person with authority over the employee, or to another
14 employee who has authority to investigate, discover, or correct the violation
15 or noncompliance, or from providing information to, or testifying before,
16 any public body conducting an investigation, hearing, or inquiry, if the
17 employee has reasonable cause to believe that the information discloses a
18 violation of state or federal statute, or a violation of or noncompliance with
19 a local, state, or federal rule or regulation, regardless of whether disclosing
20 the information is part of the employee's job duties.
- 21 (b) An employer, or any person acting on behalf of the employer, shall not
22 retaliate against an employee for disclosing information, or because the
23 employer believes that the employee disclosed or may disclose information,
24 to a government or law enforcement agency, to a person with authority over
25 the employee or another employee who has the authority to investigate,
26 discover, or correct the violation or noncompliance, or for providing
27 information to, or testifying before, any public body conducting an
investigation, hearing, or inquiry, if the employee has reasonable cause to
believe that the information discloses a violation of state or federal statute,
or a violation of or noncompliance with a local, state, or federal rule or
regulation, regardless of whether disclosing the information is part of the
employee's job duties.
- (c) An employer, or any person acting on behalf of the employer, shall not
retaliate against an employee for refusing to participate in an activity that
would result in a violation of state or federal statute, or a violation of or
noncompliance with a local, state, or federal rule or regulation.

1 141. Plaintiff was a whistleblower pursuant to Cal. *Labor Code* § 1102.5, as she engaged in
2 protected activity by complaining about and/or protesting against an unsafe workplace.

3 142. Specifically, Plaintiff complained to Facility Manager Daniel Chan regarding a faulty
4 cabinet, which had fallen onto her and caused her severe disabilities and/or injuries, as alleged
5 herein.

6 143. However, as a direct result of Plaintiff engaging in legally protected activity and
7 complaining about and protesting against the aforesaid violations of law (or Plaintiff's reasonable
8 belief that laws were being violated), Defendant Planned Parenthood and DOES 1 through 100
9 retaliated against Plaintiff through the following, among others:

10 a) Defendant Planned Parenthood failed to make the appropriate repairs and ensure
11 the safety of its employees, including Plaintiff.

12 b) Instead, Facility Manager Chan blatantly admitted Defendant Planned Parenthood
13 would not be making any such repairs in the future, stating, "Next time the whole cabinet
14 may fall." By virtue of its ongoing failure to make the necessary safety repairs, as well as
15 its dismissal of Plaintiff's complaints, Defendant Planned Parenthood knowingly created
16 and/or maintained an unsafe work environment.

17 c) Moreover, as a result of Plaintiff's aforementioned complaints, Defendant Planned
18 Parenthood continuously dismissed Plaintiff and refused to accommodate her.

19 d) On or about September 19, 2019, Defendant Planned Parenthood further retaliated
20 against Plaintiff as it terminated her employment.

21 e) Defendant Planned Parenthood and DOES 1 through 100 failed and/or refused to
22 rehire and/or reinstate Plaintiff at least through September 22, 2020.

23 144. Through the aforesaid conduct, Defendant Planned Parenthood and DOES 1 through 100
24 retaliated against Plaintiff as it engaged in a course or pattern of conduct that, taken as a whole,
25 materially and adversely affected the terms, conditions, or privileges of Plaintiff's employment.
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1 This conduct was reasonably likely to impair a reasonable employee’s job performance or
2 prospects for advancement or promotion.

3 145. Through the aforesaid, Plaintiff was retaliated against by Defendant Planned Parenthood
4 and DOES 1 through 100 as they placed Plaintiff in a position in which they knew she would
5 and/or expected her to fail.

6 146. As herein alleged, at all times relevant herein, Plaintiff complained to a person with
7 authority over her or an employee who has the authority to investigate, discover, or correct the
8 violation or noncompliance, i.e., Facility Manager Chan.

9 147. As such, Defendant Planned Parenthood and DOES 1 through 100 violated Cal. *Labor*
10 *Code* § 1102.5(b) as it retaliated against Plaintiff due to its belief that Plaintiff disclosed or may
11 disclose information, to a government or law enforcement agency, to a person with authority over
12 the employee or another employee who has the authority to investigate, discover, or correct the
13 violation or noncompliance.

14 148. Defendant Planned Parenthood and DOES 1 through 100 also violated Cal. *Labor Code* §
15 1102.5(a) as it made, adopted, and enforced rules, regulations and policies preventing Plaintiff
16 from disclosing information to government and law enforcement agencies, to a person with
17 authority over the employee, or to another employee who has authority to investigate, discover, or
18 correct the violation or noncompliance where Plaintiff had reasonable cause to believe her
19 employer was violating the law.

20 149. Plaintiff was retaliated against through the aforesaid acts by Defendant Planned Parenthood
21 and DOES 1 through 100, at least in part, because of her refusal to participate in an activity(s) that
22 would result in a violation of state or federal statutes (or Plaintiff reasonably believed to be in
23 violation). Defendant Planned Parenthood was therefore also in violation of Cal. *Labor Code* §
24 1102.5(c).

25 150. When Plaintiff was subjected to the adverse employment actions identified above,
26 Defendant Planned Parenthood and DOES 1 through 100 were substantially motivated by
27

1 Plaintiff's complaints of violations of state and/or federal law (or Plaintiff's reasonable belief that
2 a law(s) was being violated), and said complaints were substantial motivating factors and/or
3 reasons in the decision to subject Plaintiff to the aforesaid retaliatory employment actions, in
4 violation of California *Labor Code* § 1102.5.

5 151. As a direct and legal result of the acts and omissions of Defendant Planned Parenthood and
6 DOES 1 through 100, and each of them, Plaintiff was damaged.

7 152. Plaintiff has been caused, and did suffer, and/or continues to suffer severe and/or
8 permanent emotional and/or mental distress. Prior to the occurrence of the incidents, Plaintiff did
9 not suffer from severe emotional distress or did not do so to the extent she currently does, which
10 was caused and/or exacerbated as a result of Defendant Planned Parenthood's conduct, as
11 described herein. The exact nature and extent of said injuries is presently unknown to Plaintiff,
12 who will pray leave of court to assert the same when they are ascertained.

13 153. As a further legal result of the acts and omissions of Defendant Planned Parenthood and
14 DOES 1 through 100, and each of them, Plaintiff has been forced and/or may be forced to incur
15 expenses for medical care and/or treatment, all in an amount which is at present unknown. Plaintiff
16 will pray leave of court to show the exact amount of said expenses at the time of trial.

17 154. As a further legal result of the acts and omissions of Defendant Planned Parenthood and
18 DOES 1 through 100, and each of them, Plaintiff has suffered and/or will suffer monetary damages,
19 including but not limited to a loss of earnings. Plaintiff will pray leave of court to show the total
20 amount of monetary damages when ascertained and/or at the time of trial.

21 155. The acts of Defendant Planned Parenthood and DOES 1 through 100, and each of them,
22 were willful, wanton, malicious, intentional, oppressive, and/or despicable and were done in
23 willful and conscious disregard of the rights, welfare, and/or safety of Plaintiff, and were done by
24 managerial agents and employees of Defendant Planned Parenthood and DOES 1 through 100,
25 and/or with their express knowledge, consent, and ratification, thereby justifying the awarding of
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1 punitive and exemplary damages in an amount to be determined at the time of trial pursuant to Cal.
2 *Civil Code* § 3294.

3 156. By the acts and conduct of Defendant Planned Parenthood and DOES 1 through 100, and
4 each of them, Plaintiff was directly and legally caused to suffer actual damages pursuant to Cal.
5 *Civil Code* § 3333, including loss of earnings and future earning capacity, medical and related
6 expenses for care and procedures now and in the future, attorney’s fees, and other pecuniary loss
7 not yet ascertained, for which Plaintiff will seek leave of court to amend when ascertained.

8 157. As a result of the retaliatory acts of Defendant Planned Parenthood and DOES 1 through
9 100, and each of them, Plaintiff is entitled to additional penalties of said suit as specifically
10 provided in Cal. *Code of Civil Procedure* § 1102.5 (f), “In addition to other penalties, an employer
11 that is a corporation or limited liability company is liable for a civil penalty not exceeding ten
12 thousand dollars (\$10,000) for each violation of this section.”

13 158. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

14 **VIII.**

15 **EIGHTH CAUSE OF ACTION**

16 **Violation of California *Labor Code* §§ 6310 et seq.**

17 **Against Defendant Planned Parenthood and DOES 1 Through 100, Only**

18 159. Plaintiff incorporates herein by reference each and every paragraph in this Complaint as
19 though duly set forth in full herein.

20 160. Defendant Planned Parenthood and DOES 1 through 100 retaliated and discriminated
21 against Plaintiff, at least in part, because Plaintiff complained about safety violations occurring in
22 the workplace.

23 161. Plaintiff engaged in legally protected conduct and/or asserted her legal rights as she
24 complained about unsafe working conditions.

25 ///

26 ///

1 162. Specifically, Plaintiff complained to Facility Manager Daniel Chan regarding faulty
2 cabinet, which had fallen onto her and caused her severe disabilities and/or injuries, as alleged
3 herein.

4 163. Rather than take remedial actions, Defendant Planned Parenthood and DOES 1 through
5 100 retaliated against Plaintiff for her complaints and/or protests of the unsafe workplace through
6 the following, among others:

7 a) Defendant Planned Parenthood failed to make the appropriate repairs and ensure
8 the safety of its employees, including Plaintiff.

9 b) Instead, Facility Manager Chan blatantly admitted Defendant Planned Parenthood
10 would not be making any such repairs in the future, stating, “Next time the whole cabinet
11 may fall.” By virtue of its ongoing failure to make the necessary safety repairs, as well as
12 its dismissal of Plaintiff’s complaints, Defendant Planned Parenthood knowingly created
13 and/or maintained an unsafe work environment.

14 c) Moreover, as a result of Plaintiff’s aforementioned complaints, Defendant Planned
15 Parenthood continuously dismissed Plaintiff and refused to accommodate her.

16 d) On or about September 19, 2019, Defendant Planned Parenthood further retaliated
17 against Plaintiff as it terminated her employment.

18 e) Defendant Planned Parenthood and DOES 1 through 100 failed and/or refused to
19 rehire and/or reinstate Plaintiff at least through September 22, 2020.

20 164. Through the aforesaid conduct, Plaintiff was retaliated against by Defendant Planned
21 Parenthood and DOES 1 through 100, as they engaged in a course or pattern of conduct that, taken
22 as a whole, materially and adversely affected the terms, conditions, or privileges of Plaintiff’s
23 employment. This conduct was reasonably likely to impair a reasonable employee’s job
24 performance or prospects for advancement or promotion.

1 165. Through the aforesaid, Plaintiff was retaliated against by Defendant Planned Parenthood
2 and DOES 1 through 100 as they placed Plaintiff in a position in which they knew she would
3 and/or expected her to fail.

4 166. Indeed, Plaintiff was subjected to disparate working terms and conditions by Defendant
5 Planned Parenthood and DOES 1 through 100 in retaliation to her complaints of an unsafe
6 workplace.

7 167. As a direct and legal result of the acts and omissions of Defendant Planned Parenthood and
8 DOES 1 through 100, and each of them, Plaintiff was damaged.

9 168. At all times relevant herein, Cal. *Labor Code* § 6310 prohibits employers from discharging,
10 discharging, retaliating or in any manner discriminating against any employee for making any oral
11 or written health and/or safety complaint, or complaint regarding working conditions, to a
12 governmental agency, or their employer.

13 169. Plaintiff is informed and believes, and thereon alleges, that employers, as defined in Cal.
14 *Labor Code* § 6304, are prohibited from taking any actions described in Cal. *Labor Code* § 6310
15 against any employees, including former employees, which Plaintiff is informed and believes, and
16 thereon alleges, are included in the definition of Cal. *Labor Code* § 6304.1.

17 170. At all times herein mentioned, the public policy of the State of California, as codified,
18 expressed and mandated in California *Labor Code* §§ 6400 et seq. requires all employers take
19 reasonable steps to provide a safe and secure workplace and to adopt safe practices and procedures.

20 171. Plaintiff has been caused, and did suffer, and/or continues to suffer severe and/or
21 permanent emotional and/or mental distress. Prior to the occurrence of the incidents, Plaintiff did
22 not suffer from severe emotional distress or did not do so to the extent she currently does, which
23 was caused and/or exacerbated as a result of Defendant Planned Parenthood's conduct, as
24 described herein. The exact nature and extent of said injuries is presently unknown to Plaintiff,
25 who will pray leave of court to assert the same when they are ascertained.

1 172. As a further legal result of the acts and omissions of Defendant Planned Parenthood and
2 DOES 1 through 100, and each of them, Plaintiff has been forced and/or may be forced to incur
3 expenses for medical care and/or treatment, all in an amount which is at present unknown. Plaintiff
4 will pray leave of court to show the exact amount of said expenses at the time of trial.

5 173. As a further legal result of the acts and omissions of Defendant Planned Parenthood and
6 DOES 1 through 100, and each of them, Plaintiff has suffered and/or will suffer monetary damages,
7 including but not limited to a loss of earnings. Plaintiff will pray leave of court to show the total
8 amount of monetary damages when ascertained and/or at the time of trial.

9 174. The acts of Defendant Planned Parenthood and DOES 1 through 100, and each of them,
10 were willful, wanton, malicious, intentional, oppressive, and/or despicable and were done in
11 willful and conscious disregard of the rights, welfare, and/or safety of Plaintiff, and were done by
12 managerial agents and employees of Defendant Planned Parenthood and DOES 1 through 100,
13 and/or with their express knowledge, consent, and ratification, thereby justifying the awarding of
14 punitive and exemplary damages in an amount to be determined at the time of trial pursuant to Cal.
15 *Civil Code* § 3294.

16 175. By the acts and conduct of Defendant Planned Parenthood and DOES 1 through 100, and
17 each of them, Plaintiff was directly and legally caused to suffer actual damages pursuant to Cal.
18 *Civil Code* § 3333, including loss of earnings and future earning capacity, medical and related
19 expenses for care and procedures now and in the future, attorney's fees, and other pecuniary loss
20 not yet ascertained, for which Plaintiff will seek leave of court to amend when ascertained.

21 176. As a result of the acts of Defendant Planned Parenthood and DOES 1 through 100, and
22 each of them, as alleged herein, Plaintiff may be and/or is entitled to reinstatement and
23 reimbursement for lost wages and work benefits caused by the acts of Defendant Planned
24 Parenthood and DOES 1 through 100 pursuant to California *Labor Code* § 6310(b) et seq.

25 177. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

26 ///

1 **IX.**

2 **NINTH CAUSE OF ACTION**

3 **For Retaliation & Wrongful Termination in Violation of Public Policy**

4 **Against Defendant Planned Parenthood & DOES 1 Through 100, Only**

5 178. Plaintiff incorporates herein by reference each and every paragraph in this Complaint as
6 though duly set forth in full herein.

7 179. Plaintiff was retaliated against and wrongfully terminated from her employment by
8 Defendant Planned Parenthood and DOES 1 through 100 on or about September 19, 2019 due to
9 her actual/perceived disability(s), need for accommodations, need for legally protected medical
10 leave, and her aforesaid protected complaints.

11 180. At all times herein mentioned, the public policy of the State of California, as codified,
12 expressed, and mandated by Cal. *Gov't Code* §§ 12920 and 12940 et seq., was to prohibit
13 employers from harassing, discriminating, and retaliating against and/or wrongfully terminating
14 any individual on the grounds of their actual/perceived disability(s), need for accommodations,
15 and/or need for legally protected medical leave. This public policy of the State of California is
16 designed to protect all employees and to promote the welfare and well-being of the community at
17 large.

18 181. At all times herein mentioned, the public policy of the State of California, as codified,
19 expressed, and mandated by Cal. *Gov't Code* § 12940(n), prohibits employers from failing to
20 engage in the good-faith interactive process with disabled employees to determine the extent of
21 their disability(s) and determine how they could be reasonably accommodated. This public policy
22 is designed to protect all employees and to promote the welfare and well-being of the community
23 at large. The policy inures to the benefit of the public and is fundamental and substantial.

24 182. At all times herein, the public policy of the State of California, as codified, expressed, and
25 mandated by Cal. *Gov't Code* § 12940(m), prohibits employers from failing to provide its disabled
26 employees with reasonable accommodations. This public policy of the State of California is
27

1 designed to protect all employees and to promote the welfare and well-being of the community at
2 large. The policy inures to the benefit of the public and is fundamental and substantial.

3 183. At all times herein mentioned, the public policy of the State of California, as codified,
4 expressed, and mandated by California *Gov't Code* § 12945.2, was to prohibit employers from
5 refusing and/or failing to grant a request by any employee with more than 12 months of service
6 with the employer, and who has at least 1,250 hours of service with the employer during the
7 previous 12-month period, or any qualified employee, to take up to a total of 12 workweeks in any
8 12-month period for family care and medical leave. This public policy of the State of California is
9 designed to protect all employees and to promote the welfare and well-being of the community at
10 large. The policy inures to the benefit of the public and is fundamental and substantial.

11 184. At all times herein mentioned, the public policy of the State of California, as codified,
12 expressed and mandated by California *Labor Code* § 1102.5 prohibits discrimination and/or
13 retaliation against employees blowing the whistle about their employers' unlawful activities to a
14 government agency, to a person with authority over the employee, or to another employee who
15 has authority to investigate, discover, or correct the violation or noncompliance where Plaintiff
16 had reasonable cause to believe her employer was violating the law. This public policy of the State
17 of California is designed to protect all employees and to promote the welfare and well-being of the
18 community at large.

19 185. At all times herein mentioned, the public policy of the State of California, as codified,
20 expressed and mandated in California *Labor Code* §§ 6400 et seq. requires all employers take
21 reasonable steps to provide a safe and secure workplace and to adopt safe practices and procedures.

22 186. These public policies of the State of California are designed to protect all employees and
23 promote the welfare and well-being of the community at large.

24 187. Accordingly, the actions of Defendant Planned Parenthood and DOES 1 through 100, in
25 retaliating and wrongfully terminating Plaintiff on the grounds alleged and described herein were
26 wrongful and failed to promote the welfare and well-being of the community at large.

1 188. As a direct and legal result of the acts and omissions of Defendant Planned Parenthood and
2 DOES 1 through 100, and each of them, Plaintiff was damaged.

3 189. Plaintiff has been caused, and did suffer, and/or continues to suffer severe and/or
4 permanent emotional and/or mental distress. Prior to the occurrence of the incidents, Plaintiff did
5 not suffer from severe emotional distress or did not do so to the extent she currently does, which
6 was caused and/or exacerbated as a result of Defendant Planned Parenthood's conduct, as
7 described herein. The exact nature and extent of said injuries is presently unknown to Plaintiff,
8 who will pray leave of court to assert the same when they are ascertained.

9 190. As a further legal result of the acts and omissions of Defendant Planned Parenthood and
10 DOES 1 through 100, and each of them, Plaintiff has been forced and/or may be forced to incur
11 expenses for medical care and/or treatment, all in an amount which is at present unknown. Plaintiff
12 will pray leave of court to show the exact amount of said expenses at the time of trial.

13 191. As a further legal result of the acts and omissions of Defendant Planned Parenthood and
14 DOES 1 through 100, and each of them, Plaintiff has suffered and/or will suffer monetary damages,
15 including but not limited to a loss of earnings. Plaintiff will pray leave of court to show the total
16 amount of monetary damages when ascertained and/or at the time of trial.

17 192. The acts of Defendant Planned Parenthood and DOES 1 through 100, and each of them,
18 were willful, wanton, malicious, intentional, oppressive, and/or despicable and were done in
19 willful and conscious disregard of the rights, welfare, and/or safety of Plaintiff, and were done by
20 managerial agents and employees of Defendant Planned Parenthood and DOES 1 through 100,
21 and/or with their express knowledge, consent, and ratification, thereby justifying the awarding of
22 punitive and exemplary damages in an amount to be determined at the time of trial pursuant to Cal.
23 *Civil Code* § 3294.

24 193. By the acts and conduct of Defendant Planned Parenthood and DOES 1 through 100, and
25 each of them, Plaintiff has been directly and legally caused to suffer actual damages pursuant to
26 Cal. *Civil Code* § 3333, including loss of earnings and future earning capacity, medical and related
27

1 expenses for care and procedures both now and in the future, attorney's fees, and other pecuniary
2 loss not yet ascertained, for which Plaintiff will seek leave of court to amend when ascertained.

3 194. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

4 **X.**

5 **TENTH CAUSE OF ACTION**

6 **For Failure to Provide Employee Personnel Files**

7 **[California *Labor Code* §§ 432 and 1198.5]**

8 **Against Defendant Planned Parenthood & DOES 1 Through 100, Only**

9 195. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
10 Complaint as though duly set forth in full herein.

11 196. On or about March 13, 2020, through her counsel of record, Plaintiff sent Defendant
12 Planned Parenthood a written request to receive a copy of her employee personnel files and any
13 instruments she signed during her employment with Defendant Planned Parenthood.

14 197. California *Labor Code* § 432 declares that if an employee or applicant signs any instrument
15 relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon
16 request.

17 198. Further, California *Labor Code* § 1198.5(a) declares that every employee has the right to
18 inspect the personnel records that the employer maintains relating to the employee's performance
19 or to any grievance concerning the employee.

20 199. Defendant Planned Parenthood failed to abide by Section 1198.5(a) as it failed to timely
21 provide Plaintiff with the opportunity to inspect her personnel records after she made a request.

22 200. Defendant Planned Parenthood also failed to abide by Section 432 as it failed to timely
23 provide Plaintiff with a copy of any instruments she signed relating to the obtaining or holding of
24 employment.

25 201. As such, Plaintiff is entitled to the remedies and penalties provided by Cal. *Labor Code* §
26 1198.5(k), which declares:

1 If an employer fails to permit a current or former employee, or his or her
2 representative, to inspect or copy personnel records within the times specified in
3 this section, or times agreed to by mutual agreement as provided in this section, the
4 current or former employee or the Labor Commissioner may recover a penalty of
5 seven hundred fifty dollars (\$750) from the employer.

6 202. Plaintiff is also entitled to costs and attorney's fees for instituting this action pursuant to
7 Cal. *Labor Code* § 1198.5(l).

8 203. Plaintiff also prays for damages and remedies as this Court deems appropriate.

9 **XI.**

10 **ELEVENTH CAUSE OF ACTION**

11 **For Failure to Provide Wage & Hour Statements**

12 **[California *Labor Code* § 226 et seq.]**

13 **Against Defendant Planned Parenthood & DOES 1 Through 100, Only**

14 204. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
15 Complaint as though duly set forth in full herein.

16 205. On or about March 13, 2020, through her counsel of record, Plaintiff sent Defendant
17 Planned Parenthood a written request to inspect her wage and hour statements.

18 206. Plaintiff was also willing to accept a copy of her statements at her expense.

19 207. At all times herein mentioned, the public policy of the State of California, as codified,
20 expressed and mandated in California *Labor Code* § 226(b) declares that an employer that is
21 required by this code to keep the information required by subdivision (a) – including the hours
22 worked and wages earned – shall afford current and former employees the right to inspect or copy
23 records pertaining to their employment, upon reasonable request to the employer.

24 208. At all times herein mentioned, the public policy of the State of California, as codified,
25 expressed and mandated in California *Labor Code* § 226(c) declares that an employer who receives
26 a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a
27 current or former employee shall comply with the request as soon as practicable, but no later than
21 calendar days from the date of the request.

1 209. Defendant Planned Parenthood failed to abide by Section 226 as it failed to timely provide
2 Plaintiff with the opportunity to inspect said files after she made a written request.

3 210. As such, Plaintiff is entitled to the remedies and penalties provided by *Cal. Labor Code* §
4 226(f), which declares:

5 A failure by an employer to permit a current or former employee to inspect or copy
6 records within the time set forth in subdivision (c) entitles the current or former
7 employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar
(\$750) penalty from the employer.

8 211. Plaintiff is also entitled to costs and attorney's fees for instituting this action pursuant to
9 *Cal. Labor Code* § 226(h).

10 212. Plaintiff also prays for damages and remedies as this Court deems appropriate.

11
12 WHEREFORE, PLAINTIFF DANIELE PEREIRA prays for judgment against Defendants, and
13 each of them, as follows:

- 14 1. For general damages in an amount within the jurisdictional limits of this Court;
 - 15 2. For special damages in an amount within the jurisdictional limits of this Court;
 - 16 3. For medical expenses and related items of expense, according to proof;
 - 17 4. For loss of earnings, according to proof;
 - 18 5. For consequential and incidental damages according to proof;
 - 19 6. For prejudgment interest according to proof;
 - 20 7. For declaratory relief against Defendant Planned Parenthood and DOES 1 through 100;
 - 21 8. For injunctive relief against Defendant Planned Parenthood and DOES 1 through 100;
 - 22 9. For damages, penalties, and reasonable attorney's fees and costs of suit as provided for by
23 *California Government Code* § 12965(b);
 - 24 10. For all the remedies against Defendant Planned Parenthood and DOES 1 through 100, as
25 provided for by *California Code of Civil Procedure* § 1102.5(f);
- 26
27

EXHIBIT A



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

KEVIN KISH, DIRECTOR

April 15, 2020

Arthur Sezgin
Sezgin Khouadian LLP 500 North Central Avenue, Suite 830
Glendale, California 91203

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 202004-09930815
Right to Sue: Pereira / Planned Parenthood Los Angeles et al.

Dear Arthur Sezgin:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

KEVIN KISH, DIRECTOR

April 15, 2020

RE: **Notice of Filing of Discrimination Complaint**
DFEH Matter Number: 202004-09930815
Right to Sue: Pereira / Planned Parenthood Los Angeles et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. This case is not being investigated by DFEH and is being closed immediately. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to DFEH is requested or required.

Sincerely,

Department of Fair Employment and Housing

1 care or medical leave (cfra) (employers of 50 or more people), other, denied work
2 opportunities or assignments, denied or forced to transfer.

3 **Complainant experienced retaliation** because complainant reported or resisted
4 any form of discrimination or harassment, requested or used a disability-related
5 accommodation, requested or used leave under the california family rights act or
6 fmla (employers of 50 or more people) and as a result was terminated, denied hire
7 or promotion, reprimanded, suspended, demoted, asked impermissible non-job-
8 related questions, denied any employment benefit or privilege, denied reasonable
9 accommodation for a disability, denied family care or medical leave (cfra)
10 (employers of 50 or more people), other, denied or forced to transfer.

11 **Additional Complaint Details:** Ms. Pereira was employed by Planned Parenthood
12 Los Angeles ("Planned Parenthood") as a Medical Billing Specialist for
13 approximately three and a half years until the time of her termination on September
14 19, 2019, in direct retaliation to a workplace injury she suffered and her resultant
15 need for accommodations, including legally protected medical leave.

16 In response to Ms. Pereira's diligent efforts to return to work after she took medical
17 leave for purposes of undergoing surgery, without meeting with Ms. Pereira to
18 determine the nature and extent of her medical condition and the accommodations
19 she required, Planned Parenthood unlawfully purported it cannot accommodate any
20 such restrictions and thereafter required Ms. Pereira to remain out on what
21 unquestionably was a forced leave of absence. Then, in a final retaliatory act,
22 Planned Parenthood terminated Ms. Pereira's employment, claiming she had not
23 been released to full duty. In doing so, it is clear Planned Parenthood unlawfully
24 required Ms. Pereira to be 100 percent healed prior to returning to work. However,
25 such a policy is a per se violation of the FEHA.

26 On approximately June 29, 2018, Ms. Pereira suffered severe injuries to her right
27 knee, including multiple lacerations and a torn meniscus, after a faulty metal file
28 cabinet fell onto her. As witnessed by many of Ms. Pereira's coworkers, including
Aracelli Valdez, Lead Carmen Cuevas, and Supervisor Fernando Delgado, Ms.
Pereira bled profusely and was immediately rushed to the hospital where she
received stitches and other related care. As a result of her condition, Ms. Pereira
notified HR Director Rachel Rodriguez of her need to take several days of protected
medical leave. However, rather than make a meaningful attempt to accommodate
Ms. Pereira, HR Director Rodriguez instead became irritated and demanded that she
report to work, claiming that the doctor had already cleared Ms. Pereira.

Upon Ms. Pereira's return to work on approximately July 5, 2018, Ms. Pereira duly
communicated her restrictions and/or need for accommodations to Planned

1 Parenthood which, among others, included the need to elevate her leg. However,
2 Planned Parenthood repeatedly dismissed Ms. Pereira. Moreover, when Ms. Pereira
3 contacted HR Manager Nichole Trugler and requested a parking space closer to her
4 work area due to the severe pain and swelling she was experiencing, Planned
5 Parenthood once again turned Ms. Pereira away and instead offered the parking
6 spaces to non-disabled employees in upper management. Notably, Planned
7 Parenthood continuously denied Ms. Pereira's requests without ever having met with
8 Ms. Pereira to determine the nature and extent of her disabilities, and whether she
9 could in fact be accommodated.

10 It became abundantly clear to Ms. Pereira that Planned Parenthood had no intention
11 to accommodate her or address any of her concerns. In fact, even after Ms. Pereira
12 complained to Lead Cuevas of being accused by coworker David DOE of causing
13 the very same accident that resulted in such severe injuries, Planned Parenthood
14 refused to take any corrective and/or remedial measures and instead continued to
15 make Ms. Pereira feel increasingly unwelcome.

16 Then, on approximately May 30, 2019, Ms. Pereira underwent surgery as a result of
17 said injuries, after which time she was placed on a medical leave of absence through
18 approximately July 8, 2019. At the completion of her leave of absence, in hopes of
19 returning to work, Ms. Pereira submitted medical documentation to Planned
20 Parenthood, which also indicated her restrictions, including no kneeling, squatting, or
21 lifting over ten pounds. To Ms. Pereira's confusion and dismay, HR Manager Trugler
22 responded to Ms. Pereira on approximately July 15, 2019, stating Planned
23 Parenthood would not be able to accommodate her restrictions. Unsurprisingly, and
24 further demonstrating its discriminatory pattern and practice, Planned Parenthood
25 once again made such a determination without even meeting with her and
26 notwithstanding the undeniable fact that Ms. Pereira's duties merely comprised of
27 sitting at a desk. It is without a doubt Planned Parenthood was simply trying to get
28 rid of Ms. Pereira.

By failing to consider any form of accommodations and also failing to return Ms.
Pereira to work, Planned Parenthood unlawfully forced her out on a leave of
absence. In doing so, Planned Parenthood also required Ms. Pereira to be 100
percent healed prior to returning to work. However, a policy requiring an employee
be 100 percent healed before returning to work is a per se violation of the FEHA.

Planned Parenthood shockingly confirmed its unlawful "100 percent healed" policy in
the termination notice it sent Ms. Pereira. Indeed, in Ms. Pereira's termination notice
dated September 19, 2019, HR Manager Trugler and Planned Parenthood wrote
and necessarily admitted, "Beginning August 1, 2019 through today, you failed to
notify your immediate supervisor or HR of your release to full duty by your treating
occupational health physician."

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2 In further violation of the FEHA, despite its abundant knowledge of Ms. Pereira's
3 disabilities and need for accommodations, Planned Parenthood failed to engage in
4 the mandatory good-faith interactive process to determine the nature and extent of
5 Ms. Pereira's condition and how she could have been accommodated. Instead,
6 Planned Parenthood refused to honor Ms. Pereira's restrictions without ever meeting
7 with her and thereafter forced Ms. Pereira out on an indefinite leave of absence,
8 purporting it cannot accommodate her restrictions. Then, Planned Parenthood
9 terminated her employment, admitting it was because she was not released to "full
10 duty" and as a result of the leave of absence Planned Parenthood forced Ms.
11 Pereira to take.

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Planned Parenthood's failure to engage in the mandatory interactive process with
Ms. Pereira is an independent violation of the FEHA, as is its failure to provide her
with accommodation(s).

Planned Parenthood failed to rehire and/or reinstate Ms. Pereira at least through
April 15, 2020.

1 VERIFICATION

2 I, **Arthur Sezgin**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true.

5 On April 15, 2020, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Glendale, California**

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EXHIBIT B



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

KEVIN KISH, DIRECTOR

April 15, 2020

Daniele Pereira
c/o Sezgin Khusadian LLP, 500 N. Central Avenue, Suite 830
Glendale, California 91203

RE: **Notice of Case Closure and Right to Sue**
DFEH Matter Number: 202004-09930815
Right to Sue: Pereira / Planned Parenthood Los Angeles et al.

Dear Daniele Pereira,

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective April 15, 2020 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing