

1 FMLA thereby creating actionable issues under California law. The harassing acts began
2 approximately on or about September 6, 2018. Slaughter is informed, believes, and thereon
3 alleges, that at all times herein mentioned. The acts which Slaughter complains of include, but
4 are not limited to the following:

5 10. Racial and FMLA Discrimination began when Slaughter suffered injuries from a
6 car accident.

7 11. Plaintiff Djuanique Slaughter was an employee of Planned Parenthood of Orange
8 and San Bernardino Counties from June 16, 2016 to November 14, 2018.

9 12. Slaughter had several performance reviews from 2016 through 2017 and each one
10 stated that she "Fully Meets Expectations." On or about April 24, 2018, Slaughter was involved
11 in a car accident in which she sustained injuries and immediately utilized the Family and
12 Medical Leave Act and the California Family Rights Act (FMLA) to recover from the injuries
13 sustained in the accident.

14 13. Shortly after Slaughter's return to her duties with PPOSB, on or about August 1,
15 2018, Slaughter presented Human Resources department (hereafter "HR") with a physician work
16 accommodation letter so she may wear open toe with no strap on the back of the shoes during
17 work hours.

18 14. Slaughter did not receive a performance review for the year 2018 and there were
19 no performance goals listed within the performance review system before, on or after the due
20 date which was July 31, 2018.

21 15. On or about September 6, 2018, the HR department requested Slaughter present a
22 second physician work accommodation letter that specified the type of open toe with no strap on
23 the back of the shoe due to employee manual which listed Birkenstocks as unacceptable work
24 shoe. However, the employee manual did not specify what type of Birkenstock shoe was
25 unacceptable. The importance of understanding the specific type of Birkenstock shoe that was
26 unacceptable is due to the fact that Birkenstock offers many types of shoes to include work
27 appropriate closed toe shoes with straps on the back of the shoe.

1 16. Important to note that during her two-year employment with PPOSB she had not
2 witnessed nor heard of an employee shoe audit being conducted. Furthermore, based on the
3 confusing wording of the employee manual, an employee with a work appropriate close toe with
4 straps on the back of the shoe would still be in violation of the company policy simply due to the
5 brand of shoe they were wearing.

6 17. On or about September 25, 2018, Slaughter emailed HR with an explanation as to
7 why there was a delay in obtaining the second, more specific, physician work accommodation
8 letter that specified the type of open toe with no strap on the back of the shoe due to employee
9 manual which listed Birkenstocks as unacceptable work shoe. She also explained the fact that her
10 physician was concerned about the fact that her first letter clearly explained Slaughter's requested
11 accommodation.

12 18. HR approved Slaughter's work accommodation request on or about September 26,
13 2018.

14 19. On or about November 7, 2018, Slaughter received a calendar invite for a 30-
15 minute performance review with Leticia Banuelos (Project Manager) and Monica Phillips
16 (Revenue Cycle Director).

17 20. On or about November 14, 2018, Slaughter received a termination letter and was
18 immediately placed on administrative leave with pay. Prior to receiving the termination letter,
19 Slaughter had not received any written or verbal warnings/write-ups. The company never
20 provided Slaughter with a reason for her termination.

21 21. Slaughter was shell-shocked, stunned and embarrassed. She relied upon PPOSB's
22 representations to her and PPOSB's written policies.

23 22. Slaughter received her final separation of employment letter on December 14,
24 2018.

25 23. Slaughter has been depressed and anxious to the extent that her recovery has been
26 negatively affected.

27 24. Slaughter suffered substantial and severe economic and non-economic damages.
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1 41. Plaintiff is informed, believes, and thereon alleges, that she complained of the
2 conduct of Leticia Banuelos, Monica Phillips and that PPOSB and DOES 1-50 failed to address
3 the discriminatory conduct of Leticia Banuelos and Monica Phillips in a timely manner,
4 retaliated against Plaintiff for questioning the appropriateness of the request for a second
5 physician accommodation letter, and retaliated against Plaintiff because she was an African
6 American female who accessed FMLA and CFRA time.

7 42. PPOSB, Leticia Banuelos, Monica Phillips and DOES 1-50's conduct was a
8 failure to act fairly and in good faith under the circumstances.

9 43. Plaintiff is informed, believes, and thereon alleges, that the conduct of PPOSB
10 and/or DOES 1-50 was a substantial factor in causing Plaintiff's harm.

11 44. As a result of Defendants and each of their actions, Plaintiff sustained economic
12 damages in an amount in excess of the jurisdictional limits of this court and in an amount to be
13 proven at trial.

14 45. As a result of Defendants and each of their actions, Plaintiff sustained non-
15 economic damages in an amount in excess of the jurisdictional limits of this court and in an
16 amount to be proven at trial.

17 46. By reason of the conduct of Defendants' and each of them as alleged herein,
18 Plaintiff has necessarily retained attorneys to prosecute the within action. Plaintiff is therefore
19 entitled to reasonable attorney's fees and litigation expenses, including expert witness fees and
20 costs, incurred in bringing the within action.

21 47. Defendants' retaliatory acts were malicious, oppressive or fraudulent with intent
22 to vex, injure, annoy, humiliate and embarrass Plaintiff, and in conscious disregard of the rights
23 or safety of Plaintiff and other employees of Defendants', and in furtherance of Defendants'
24 ratification of the wrongful conduct of the employees and managers of Defendants'. Accordingly,
25 Plaintiff is entitled to recover punitive damages from Defendants'.
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THIRD CAUSE OF ACTION
FOR WRONGFUL TERMINATION
(Against All Defendants)

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4 48. Plaintiff realleges and incorporates by reference each and every allegation
5 contained above as though fully set forth herein.

6 49. Plaintiff is informed, believes, and thereon alleges, that at all times herein
7 mentioned, she was an employee of PPOSB and/or DOES 1-50.

8 50. Plaintiff is informed, believes, and thereon alleges, that job wages and benefits
9 were conditioned by words and conduct on Plaintiff's inclination to ignore and not report
10 PPOSB's conduct.

11 51. Plaintiff is informed, believes, and thereon alleges, that at all times herein
12 mentioned, PPOSB indicated that employment decisions affecting Plaintiff would be made based
13 upon her acceptance or rejection or inclination to ignore PPOSB's conduct.

14 52. Plaintiff alleges, that at all times herein mentioned, Leticia Banuelos and Monica
15 Phillips were her supervisors or the controlling agents or managers for PPOSB in Orange, CA
16 and/or DOES 1-50.

17 53. Plaintiff is informed, believes, and thereon alleges, that the conduct of PPOSB
18 and/or DOES 1-50 was a substantial factor in causing Plaintiff's harm.

19 54. Defendants, and each of them, acted in a manner that violated the Public Policy of
20 California; including but not limited to, the California Constitution Article 1, section 8
21 provisions against racial discrimination and the statutory provisions found in the California Fair
22 Employment and Housing Act prohibiting racial discrimination. The above harassing conduct
23 specifically violates Government Code §§ 12940 et seq. and California public policy and entitles
24 Plaintiff to all categories of damages, including exemplary or punitive damages.

25 55. As a result of Defendants and each of their actions, Plaintiff sustained and was
26 caused economic damages in an amount in excess of the jurisdictional limits of this court and in
27 an amount to be proven at trial.
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1 63. Plaintiff is informed, believes, and thereon alleges, that at all times herein
2 mentioned, PPOSB ratified and endorsed the discriminatory actions and employment decisions
3 of Leticia Banuelos and Monica Phillips which terminated Plaintiff.

4 64. Plaintiff is informed, believes, and thereon alleges, that at all times herein
5 mentioned, Leticia Banuelos and Monica Phillips were Plaintiff's supervisors or the controlling
6 agents or managers for PPOSB and/or DOES 1-50.

7 65. Plaintiff is informed, believes, and thereon alleges, that the conduct of PPOSB
8 and/or DOES 1-50 was a substantial factor in causing Plaintiff's harm.

9 66. Defendants, and each of them, acted in a manner that violated the Public Policy of
10 California; including but not limited to, the California Constitution Article 1, section 8
11 provisions against racial discrimination and the statutory provisions found in the California Fair
12 Employment and Housing Act prohibiting racial discrimination. The abovementioned
13 discriminatory conduct specifically violates Government Code §§ 12940 et seq. and California
14 public policy and entitles Plaintiff to all categories of damages, including exemplary or punitive
15 damages.

16 67. As a result of Defendants' and each of their actions, Plaintiff sustained economic
17 damages in an amount in excess of the jurisdictional limits of this court and in an amount to be
18 proven at trial.

19 68. As a result of Defendants' and each of their actions, Plaintiff sustained non-
20 economic damages in an amount to be proven at trial. As a further result of Defendants' and each
21 of their actions, Plaintiff suffered severe emotional distress damages in an amount to be proven
22 at trial.

23 69. Defendants' acts were malicious, oppressive or fraudulent with intent to vex,
24 injure, annoy, humiliate and embarrass Plaintiff, and in conscious disregard of the rights or
25 safety of Plaintiff and other employees of Defendants, and in furtherance of Defendant's
26 ratification of the wrongful conduct of Leticia Banuelos and Monica Phillips. Accordingly,
27 Plaintiff is entitled to recover punitive damages from Defendants'.
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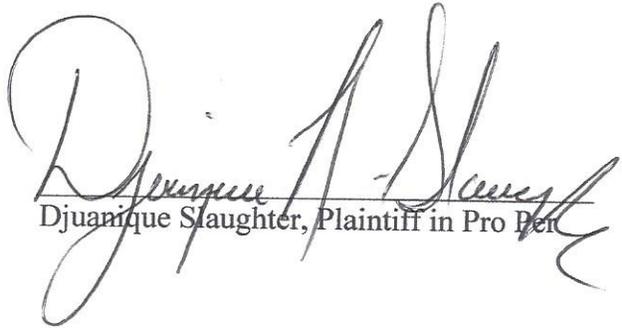
VERIFICATION

I, Djuanique Slaughter, am the Plaintiff in the above entitled action. I have personal knowledge of the facts stated herein, and if called as witnesses could and would testify competently to the truth of the facts stated herein. The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and concerning those matters, I believe it to be true.

I declare under penalty of perjury that the foregoing is true and correct and that this verification was executed at Gardena, California.

Dated:

3/25/2021


Djuanique Slaughter, Plaintiff in Pro Per