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David W. Slayton,
Executive Officer/Clerk of Court,
By P. Rodriguez, Deputy Clerk

Attorney for Plaintiff, Mark St. Julien

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

MARK ST. JULIEN, an Individual,

Plaintiff,

vs.

WHITE MEMORIAL MEDICAL CENTER, a
California Non-Profit Corporation; TEENA
THORNTON, an Individual; and DOES 1
through 20, inclusive,

Defendants.

Case Number: 26STCV03660

COMPLAINT FOR:

- (1) Disability Discrimination;
- (2) Failure to Reasonably Accommodate;
- (3) Failure to Engage in a Prompt, Good Faith Interactive Process;
- (4) Retaliation in Violation of FEHA;
- (5) Failure to Take All Reasonable Steps to Prevent and/or Remedy Discrimination and/or Retaliation;
- (6) Retaliation and/or Wrongful Termination in Violation of *Labor Code* § 232.5;
- (7) Retaliation and/or Wrongful Termination in Violation of *Labor Code* § 1102.5;
- (8) Retaliation and/or Wrongful Termination in Violation of *Labor Code* § 6310;
- (9) Retaliation and/or Wrongful Termination in Violation of *Health and Safety Code* § 1287.5;
- (10) Wrongful Termination in Violation of Public Policy.

Jury Trial Demanded

Plaintiff, Mark St. Julien ("Plaintiff"), hereby alleges as follows:

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1 **JURISDICTION AND VENUE**

2 1. This Court has jurisdiction over this action pursuant to California Constitution Article VI,
3 § 10, which grants the Superior Court "original jurisdiction in all causes except those given by statute
4 to other courts." The statutes under which this action is brought do not specify any other basis for
5 jurisdiction.

6 2. This Court has jurisdiction over all Defendants because, based on information and belief,
7 each party is either a citizen of California, has sufficient minimum contacts in California, or otherwise
8 intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by
9 the California courts consistent with traditional notions of fair play and substantial justice.

10 3. Plaintiff has exhausted his administrative remedies by the timely submission of his claims
11 through the Labor and Workforce Development Agency less than one year after the events alleged
12 herein, providing notice of the same to all parties simultaneously, and the filing of this complaint more
13 than sixty-five days thereafter.

14 4. Plaintiff has exhausted his administrative remedies by the timely request of a Right to
15 Sue notice from the California Civil Rights Division within three years of the events alleged herein.

16 5. Venue is proper in this Court because, upon information and belief, one or more of the
17 named Defendants reside, transact business, or have offices in this county and the acts and omissions
18 alleged herein took place in this county.

19
20 **THE PARTIES**

21 6. Plaintiff, Mark St. Julien ("Plaintiff"), is and at all times relevant hereto was a resident in
22 the County of Los Angeles, in the State of California.

23 7. Defendant, White Memorial Medical Center ("WMMC" or "Defendant"), was and is,
24 upon information and belief, a California non-profit corporation doing business within the State of
25 California, and whose employees are engaged in commerce throughout this County and the State of
26 California.

27 8. Defendant, Teena Thornton ("THORNTON"), was and is, upon information and belief,
28 at all times relevant hereto a resident of the County of Los Angeles, in the State of California.

1 9. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under
2 the fictitious names DOES 1–20 but prays for leave to amend and serve such fictitiously names
3 Defendants pursuant to *California Code of Civil Procedure* § 474, once their names and capacities
4 become known.

5 10. Plaintiff is informed and believes, and thereon alleges, that DOES 1–20 are the partners,
6 joint ventures, parent companies, owners, shareholders, or managers or employees of Defendant and,
7 therefore, were acting on behalf of Defendant.

8 11. WMMC and DOES 1–20 will hereafter be collectively referred to as “Defendants.”

9 12. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants are
10 in some manner intentionally, negligently, or otherwise responsible for the acts, occurrences, or
11 transactions alleged herein.

12 13. Plaintiff is informed and believes, and thereon alleges, that each and all of the Acts and
13 omissions alleged herein were performed by, or are attributable to, all Defendants, each acting as the
14 agent for the other, with legal authority to act on the other’s behalf. The acts of Defendants were in
15 accordance with and represent the official policy of Defendants.

16 14. Plaintiff is informed and believes, and thereon alleges, that at all times material hereto
17 and mentioned herein, each Defendant sued herein (*both named and DOE Defendants*) was the agent,
18 servant, employer, partner, joint venturer, integrated enterprise, joint employer, contractor, contractee,
19 partner, division owner, subsidiary, principal, division, alias, successor in interest, and/or alter ego with
20 and/or of each of the remaining Defendants and was, at all times material hereto, acting within the
21 purpose and scope of such agency, servitude, partnership, employment, integrated enterprise, contract,
22 venture, ownership, subsidiary, principal, alias, and/or alter ego and with the authority, consent,
23 approval, control, influence, and ratification of each remaining Defendant sued herein.

24 15. At all times herein mentioned, Defendants, and each of them, including DOES 1–20,
25 ratified each and every act or omission complained of herein, and/or committed such actions themselves
26 on behalf of themselves and/or, with authorization, on behalf of each other. At all times herein
27 mentioned, the Defendants, and each of them, engaged in acts alleged herein as the employer and/or as
28 an authorized business-entity employer (as defined by *California Government Code* §12925(d)), and/or,

1 at a minimum, aided and abetted the acts and omissions of each and all the other Defendants, in either
2 actually and/or proximately causing the damages herein alleged. Likewise, at all times herein mentioned,
3 Defendants, and each of them, aided and abetted the acts and omissions of each and all the other
4 Defendants in actually and/or proximately causing the damages herein alleged.

5
6 **FACTUAL ALLEGATIONS**

7 16. Defendant is a faith-based non-profit hospital offering primary care, urgent care, and
8 emergency services to its patients. It is located at 1720 East Cesar E. Chavez Ave., Los Angeles, CA
9 90033. At all times, Defendant maintains around 100 employees.

10 17. In or around September 2021, Defendant hired Plaintiff as the Director of Facilities
11 Support for its Beverly Hospital, located at 309 W. Beverly Blvd., Montebello, CA 90640. As the
12 Director of Facilities Support, Plaintiff developed and managed Defendant's Support Services
13 departments to ensure consistent delivery of high-quality services. A primary part of his job was to
14 ensure compliance with applicable state and federal regulations, accreditations, and hospital policies
15 and procedures and report any problems or violations to Defendant's management. At all times while
16 employed by Defendant, Plaintiff was a successful, productive, and devoted employee, performing his
17 duties to and beyond Defendant's satisfaction.

18 18. Throughout this employment with Defendants, consistent with his duties, Plaintiff
19 frequently resisted and/or complained to Defendant, and its managing agents, including its Human
20 Resources ("HR") Director, THORNTON, patient abuse, patient neglect, health and safety issues and
21 other unlawful business practices within the work environment. At all times his reports and/or
22 complaints were met with resistance, sluggish responses, and/or he was wholly ignored. Indeed, as an
23 effort to cover up and hide the same events Plaintiff often complained about, Defendant often reminded
24 Plaintiff to never put his grievances in writing. To make matters worse, Plaintiff was frequently
25 retaliated against by Defendant due to his resistance and complaints regarding the unlawful activities in
26 the workplace, including by being frequently admonished for reporting violations. Thus, at all times, it
27 was clear to Plaintiff that Defendant was more interested in saving costs than in creating a lawful, safe
28 and healthy environment for both its employees and its patients.

1 19. For example, at all times during Plaintiff's employment, an employee was assigned to
2 monitor the boiler room. Because there was only one employee dedicated to the task, that employee
3 was never relieved during their shift, meaning that the employee was never provided an uninterrupted
4 meal or rest break in violation of the California *Labor Code*. To circumvent the law, previous owners
5 Beverly Hospital paid that employee for an extra hour of work. When the hospital was purchased by
6 Defendant, the unlawful practice was continued but the additional pay was discontinued.

7 20. In early 2024, Plaintiff complained to his direct supervisor that the boiler room employees
8 were not taking their meal and rest breaks and were also not being paid extra for that sacrifice, in
9 violation of the law. His supervisor told Plaintiff to speak to Defendant's HR Director, THORNTON.
10 Plaintiff immediately reported the same violations to Defendant's HR, via THORNTON, and was told
11 that his concern would be investigated. However, in truth, nothing was ever done.

12 21. After a month of apparent inactivity and no update from THORNTON, Plaintiff contacted
13 Defendant's Corporate HR Director and managing agent, whereby he again complained about the boiler
14 room employees unlawfully being denied breaks and not being paid their premiums. In response, the
15 Corporate HR Director thanked Plaintiff for pointing out this issue and assured him the issue would be
16 resolved. Plaintiff was relieved as it appeared Defendant was finally going to remedy this issue.
17 However, shortly after the meeting, Plaintiff received a call from HR Director, THORNTON, who was
18 upset with Plaintiff for reporting the issue to her superiors. She explained she had been working to
19 resolve the issue and told him not to make any direct reports to the Corporate HR Director again.

20 22. In February 2024, construction was being done above the critical care unit at the hospital.
21 When the workers removed ceiling tiles, they discovered that the ceiling was full of rat feces. Defendant
22 called an extermination company to clean out the ceiling. The exterminators vacuumed out around **500**
23 **pounds of rat feces**. Despite the construction and extermination, patients were left in the critical care
24 department, in close proximity to the hazardous materials, reflecting an immediate risk to the health
25 and safety of such patients who, by virtue of being in the hospital, were already in a vulnerable medical
26 state. Flatly put, in circumstances that amounted to patient abuse and neglect, as well as a direct risk to
27 the health and safety of Defendant's employees, Defendant's employees and patients alike were
28 exposed to an unlawful, unsafe and unhealthy environment. Once again, Plaintiff complained to

1 Defendant, including via THORNTON, about these circumstances, including Defendant's abuse and
2 neglect of patients by exposing them to such toxic materials, all the while insisting to Defendant that it
3 was in violation of state and federal laws. However, once again, Defendant took no action to remedy
4 Plaintiff's complaints, and continued to allow patients to be exposed to such toxic materials.

5 23. About 3 weeks later, a mouse was spotted in the nurse's break room which was reported
6 to the Department of Public Health. When an inspector from the Department of Public Health came to
7 the hospital, Plaintiff was told by the Director of Compliance to gather paperwork showing routine pest
8 extermination. However, Defendant's Director of Compliance told Plaintiff to **exclude any**
9 **documentation regarding the removal of 500 pounds of rat feces** from the critical care unit so that
10 the Department of Public Health would not find out the extent of Defendant's rat infestation. Unsure
11 of what else to do, and fearful of losing his job, Plaintiff complied with the unlawful request and to his
12 knowledge, the Department of Public Health never learned of the previous infestation.

13 24. For some time, there had been a scheduled repair for a leaky roof. As additional resistance
14 to and complaints of an unlawful, unsafe and unhealthy work environment, Plaintiff had made numerous
15 complaints to Defendant of black mold and had been coordinating the roof repair. The mold issues
16 were so pervasive that Defendant's HR Director, THORNTON, even asked Plaintiff to come to her
17 office to remove the mold spores. However, without justification, Defendant then cancelled the repairs.
18 Rather than address the issues, Defendant placed buckets on the floors under the leaks, put plastic sheets
19 over the walls and shelving, and placed wet floor signs in the hallways. At all times, because Plaintiff
20 often complained of the same, Defendant was aware that the leaks in various areas around the hospital
21 were leading to mold, including in the pharmacy storage room, where medication was stored. These
22 conditions created an unsafe environment for both patients and employees, who could slip on the wet
23 floors and/or be exposed to mold spores while inside the hospital, including possible contamination of
24 patient's medications.

25 25. Throughout 2024, Plaintiff often complained to Defendant about the state of the roof and
26 the growth of black mold in the building, including his fear that such could affect the health and recovery
27 of Defendant's patients. Despite Plaintiff's resistance to and complaints of these unlawful, unsafe and
28 hazardous conditions, he was told in no uncertain terms that he was forbidden from making these

1 complaints in writing to prevent a paper trail of the hazardous conditions. As with the boiler room and
2 rat feces, Plaintiff was deeply uncomfortable with the situation but was unsure what to do.

3 26. Predictably, Plaintiff and other employees at the hospital began experiencing symptoms
4 of mold toxicity, including congestion, headaches, and migraines. In December 2024, while cleaning
5 mold out of a nurse's office, Plaintiff discussed his symptoms with the nurse, including the fact that he
6 was struggling to climb a flight of stairs without becoming exhausted. The nurse said she too had been
7 experiencing similar symptoms and suggested that Plaintiff consult with a physician.

8 27. In or around December 2024, Plaintiff informed Defendant that he needed time off to
9 visit a heart doctor due to his fatigue caused by the mold. Thus, Plaintiff placed Defendant on notice
10 of his actual or potential disability, while also requesting a reasonable accommodation in the form of
11 time off from work to attend a physician's appointment, among any other reasonable accommodations
12 which may have resulted from a prompt good faith interactive process had one been had.

13 28. In or about January 2025, Plaintiff requested time off on three separate occasions to attend
14 a physician's appointment related to his emerging disability. Each of these requests for time off not
15 only placed Defendant on notice of his ongoing status as disabled, but also amounted to separate
16 requests for reasonable accommodation in the form of medical leave and/or any other accommodations
17 which may have resulted from a good faith interactive process had one been had.

18 29. Consistently throughout his employment with Defendant, Plaintiff engaged in daily
19 "safety huddles" to discuss work conditions, standards and procedures, and to raise any concerns about
20 health or safety. On or about January 29, 2025, during a safety huddle, Plaintiff discussed the ongoing
21 issues with black mold throughout the hospital and the need to conduct roof repairs. Plaintiff shared his
22 own recent health issues which he believed to be related to exposure to black mold. Plaintiff's colleague,
23 another director, who was taking notes of the meeting included a portion of notes specifically addressing
24 Plaintiff's ongoing concerns of unsafe conditions, including the adverse effects on Plaintiff's health and
25 the possible negative effects on patients as well. The next day, the same Director emailed Plaintiff
26 informing him that, as a means to cover-up Defendant's unsafe and unlawful operations, the Director
27 had been ordered to remove from his meeting notes all reference to the roof leak and the black mold.
28 Plaintiff was shocked. Not only did Defendant ignore his complaints, it tried to cover them up.

1 30. Just a few days after his latest complaints and Defendant's efforts to cover up the same,
2 on or about February 3, 2025, Defendant, via THORNTON, committed their final act of retaliation
3 and/or discrimination against Plaintiff by wrongfully terminating him. While Defendant and
4 THORNTON claimed that Plaintiff was being terminated due to an alleged "lay off," in truth, Plaintiff
5 understood he was actually being wrongfully terminated as an act of discrimination for being disabled,
6 in retaliation for requesting reasonable accommodations and/or in retaliation for his resistance to and
7 his repeated complaints regarding the unlawful, unsafe and hazardous environment which persisted,
8 including the possible negative affects on patient safety and health, in addition to the health of Plaintiff
9 and his co-workers, his complaints the wet floors, the rat feces, the black mold and/or the violations of
10 the *Labor Code*. Thus, Defendant's and THORNTON's claims of a layoff were no more than a pretext
11 to mask Defendant and THORTON's true discriminatory and/or retaliatory motives. Had Plaintiff not
12 made such complaints, had he not been disabled or had he not requested such reasonable
13 accommodations, Defendant and THORNTON would have never wrongfully terminated him.

14 31. At all times, Plaintiff informed Defendant of his disabilities and/or medical conditions,
15 and updated it as to his medical status, while also requesting reasonable accommodations and/or
16 statutory job protected leave. Likewise, at all times, Defendant could have reasonably accommodated
17 Plaintiff to keep him working and/or employed without suffering undue hardship, making no mention of
18 meeting its obligation to provide job protected leave on either an intermittent or continuous basis.
19 Consequently, had Plaintiff remained employed with Defendant and had Defendant reasonably
20 accommodated Plaintiff when asked, as it could have done without suffering undue hardship, or engaged
21 in any type of interactive process, Plaintiff could have continued to perform all of the essential functions
22 of her and/or another available position with Defendant. Moreover, even if, arguably, despite being
23 offered reasonable accommodations, there would have been any instances where Plaintiff still could not
24 have performed any duties for Defendant, it could have provided Plaintiff with additional intermittent
25 and/or continuous medical leave either as a reasonable accommodation, whether within or outside any
26 statutory job protected leave under CFRA, to give Plaintiff time to heal and see if he could return
27 without the need for accommodations or with a need for lesser accommodations. Despite these facts, and
28 that Defendant could have reasonably accommodated Plaintiff without suffering undue hardship,

1 Defendant failed to engage in an interactive process with Plaintiff, failed to reasonably accommodate
2 Plaintiff, forced Plaintiff to violate his restrictions and, ultimately, wrongfully terminated Plaintiff.

3 32. At all times, Defendant knew, or should have known, that the conduct, acts, and failures
4 to act of Defendant and/or its owners, supervisors, agents, and employees, as described herein above,
5 violated Plaintiff's rights under the law. Likewise, Defendant knew, or in the exercise of reasonable
6 care, should have known, that unless it intervened to protect Plaintiff, and to adequately supervise,
7 prohibit, discipline, and/or otherwise penalize the conduct, acts, and failures to act of Defendant and
8 others as described herein, Defendant would have the effect of encouraging, ratifying, condoning,
9 increasing, and/or worsening said conduct, acts, and failures to act, which is what resulted.

10 33. At all times, THORNTON's conduct, as described above, was enacted maliciously,
11 fraudulently and in total disregard and oppression of Plaintiff's rights and welfare. As a result of these
12 circumstances and Defendants' conduct as pled herein, Plaintiff has been damaged economically by the
13 loss of both her current and future employment, benefits, and income with Defendant, as well as other
14 opportunities for income and/or benefits. As a direct result of Defendants' conduct, Plaintiff has also
15 been damaged non-economically, including both emotionally, now and in the foreseeable future. The
16 full extent of Plaintiff's damages, all of which exceed the jurisdictional minimum of this Court, will be
17 subject to a matter of proof at trial.

18 **FIRST CAUSE OF ACTION**

19 **DISABILITY DISCRIMINATION**

20 **(Against WMMC and DOES 1 – 20)**

21 34. As a separate and distinct cause of action, Plaintiff complains and realleges all the
22 allegations contained in this complaint and incorporates them by reference into this cause of action as
23 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

24 35. At all times relevant to this action, Plaintiff had actual and/or perceived physical
25 disabilities within the meaning of *Government Code* §§ 12926(m) and 12926.1, and the California Fair
26 Employment and Housing Act (FEHA), and at all times hereto, the FEHA was in full force and effect
27 and was binding upon Defendants and each of them.

28 ///

1 36. At all times relevant to this action, Defendant was aware of Plaintiff's disabilities and/or
2 medical conditions, as set forth above, because Plaintiff had informed Defendant of his disabilities,
3 medical condition, and requests for reasonable accommodation numerous times, while attempting to
4 engage in an interactive process with Defendant, prior to the conclusion of his employment.

5 37. At all times relevant hereto, Plaintiff was either performing or ready, willing, and able to
6 perform the essential duties and functions of Plaintiff's position and/or the positions sought or available.
7 At all times, Plaintiff was qualified and capable of performing the essential functions of his same position
8 or another vacant position with Defendants.

9 38. Defendant discriminated against Plaintiff on the basis of his actual and/or perceived
10 disabilities or medical conditions, as described herein, by *inter alia*, refusing to reasonably accommodate
11 him despite the availability of such reasonable accommodations without undue hardship, refusing to
12 engage in a good-faith interactive process with him, wrongfully disciplining and suspending him, refusing
13 to investigate his complaints, defaming him, transferring him, refusing to provide Plaintiff work or
14 advancement, refusing to transfer Plaintiff, applying unlawful policies to Plaintiff, wrongfully
15 terminating Plaintiff's employment and/or committing other adverse employment actions against
16 Plaintiff all, in whole or at least in part, because of Plaintiff's actual or perceived disabilities and/or
17 medical conditions in direct violation of the FEHA and *Government Code* § 12940(a).

18 39. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered and
19 continues to suffer actual, consequential and incidental financial losses, including without limitation,
20 loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities
21 in Plaintiff's field and damage to Plaintiff's professional reputation, the exact amount of which is not yet
22 known and will be shown according to proof at the time of trial. Plaintiff also claims such amounts as
23 damages pursuant to *Civil Code* §§ 3287, 3288 and/or any other laws providing for prejudgment interest,
24 all in an amount according to proof.

25 40. As a direct and proximate result of Defendant's conduct, Plaintiff has sustained and
26 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
27 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
28 personal inconvenience, humiliation, anxiety, depression, embarrassment, loss of enjoyment, sickness

1 and illness, etc. all to Plaintiff's damages in an amount to be shown according to proof.

2 41. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which he
3 is entitled to recover pursuant to *Government Code* § 12965.

4
5 **SECOND CAUSE OF ACTION**

6 **FAILURE TO REASONABLY ACCOMMODATE**

7 **(Against WMMC and DOES 1 – 20)**

8 42. As a separate and distinct cause of action, Plaintiff complains and realleges all the
9 allegations contained in this complaint and incorporates them by reference into this cause of action as
10 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action

11 43. At all times relevant to this action, Plaintiff had physical disabilities within the meaning
12 of *Government Code* §§ 12926(m) and 12926.1, and the FEHA, and at all times hereto, the FEHA was
13 in full force and effect and was binding upon Defendants and each of them.

14 44. At all times relevant to this action, Defendant was aware of Plaintiff's disabilities and/or
15 medical conditions, as set forth above, because Plaintiff had informed Defendant of his disabilities,
16 medical condition, and requests for reasonable accommodation numerous times, while attempting to
17 engage in an interactive process with Defendant, prior to the conclusion of his employment.

18 45. At all times, *Government Code* § 12940(m) requires employers to provide an employee
19 with a known disability with a reasonable accommodation for said disability. After being diagnosed with
20 physical disabilities, as described herein, Plaintiff requested reasonable accommodations in the form of
21 physical work restrictions, modified work duties, medical leave and/or other accommodations which
22 may have resulted from a good faith interactive process had one taken place. Despite learning of
23 Plaintiff's disabilities, learning of his requests for reasonable accommodations, and being able to
24 accommodate Plaintiff as he requested without suffering undue hardship, Defendants failed and refused
25 to accommodate Plaintiff's needs based on his disabilities, including, but not limited to, medical
26 evaluation and treatment, time off from work, modified work duties, a transfer, medical leave and/or
27 other accommodations. Instead, Defendant committed adverse employment actions against Plaintiff,
28 including forcing Plaintiff to perform work in violation of Plaintiff's restrictions, suspending Plaintiff,

1 wrongfully terminating Plaintiff and committing other adverse employment actions against Plaintiff. In
2 failing and refusing to accommodate Plaintiff, Defendant violated *Government Code* § 12940(m).

3 46. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered and
4 continues to suffer actual, consequential and incidental financial losses, including without limitation,
5 loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities
6 in Plaintiff's field and damage to Plaintiff's professional reputation, the exact amount of which is not yet
7 known and will be shown according to proof at the time of trial. Plaintiff also claims such amounts as
8 damages pursuant to *Civil Code* §§ 3287, 3288 and/or any other laws providing for prejudgment interest,
9 all in an amount according to proof.

10 47. As a direct and proximate result of Defendant's conduct, Plaintiff has sustained and
11 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
12 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
13 personal inconvenience, humiliation, anxiety, depression, embarrassment, loss of enjoyment, sickness
14 and illness, etc. all to Plaintiff's damages in an amount to be shown according to proof.

15 48. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which he
16 is entitled to recover pursuant to *Government Code* § 12965.

17 **THIRD CAUSE OF ACTION**

18 **FAILURE TO ENGAGE IN A PROMPT, GOOD FAITH INTERACTIVE PROCESS**

19 **(Against WMMC and DOES 1 – 20)**

20 49. As a separate and distinct cause of action, Plaintiff complains and realleges all the
21 allegations contained in this complaint and incorporates them by reference into this cause of action as
22 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

23 50. At all times relevant to this action, Plaintiff had physical disabilities within the meaning
24 of *Government Code* § 12926(m) and 12926.1, and the California Fair Employment and Housing Act
25 (FEHA), and at all times hereto, the FEHA was in full force and effect and was binding upon Defendants
26 and each of them.

27 51. At all times relevant to this action, Defendant was aware of Plaintiff's disabilities and/or
28 medical conditions, as set forth above, because Plaintiff had informed Defendant of his disabilities,

1 medical condition, and requests for reasonable accommodation numerous times, while attempting to
2 engage in an interactive process with Defendant, prior to the conclusion of his employment.

3 52. At all times, *California Government Code* §12940(n) requires employers to engage in a
4 timely, good faith, interactive process with the employee to determine effective reasonable
5 accommodations, if any, in response to a request for reasonable accommodation by an employee with a
6 known physical or mental disability or known medical condition.

7 53. After learning of Plaintiff's disabilities, Defendant failed to engage in an interactive
8 process with Plaintiff to determine whether Defendant could accommodate Plaintiff's disabilities and/or
9 her requests for reasonable accommodations, including, but not limited to, medical leave, work
10 restrictions, modified work duties, a transfer and/or other accommodations which could have been
11 offered or resulted from a good faith interactive process. In failing and refusing to engage in an
12 interactive process with Plaintiff, Defendant violated *Government Code* § 12940(n).

13 54. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered and
14 continues to suffer actual, consequential and incidental financial losses, including without limitation,
15 loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities
16 in Plaintiff's field and damage to Plaintiff's professional reputation, the exact amount of which is not yet
17 known and will be shown according to proof at the time of trial. Plaintiff also claims such amounts as
18 damages pursuant to *Civil Code* §§ 3287, 3288 and/or any other laws providing for prejudgment interest,
19 all in an amount according to proof.

20 55. As a direct and proximate result of Defendant's conduct, Plaintiff has sustained and
21 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
22 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
23 personal inconvenience, humiliation, anxiety, depression, embarrassment, loss of enjoyment, sickness
24 and illness, etc. all to Plaintiff's damages in an amount to be shown according to proof.

25 56. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which he
26 is entitled to recover pursuant to *Government Code* § 12965.

FOURTH CAUSE OF ACTION
RETALIATION IN VIOLATION OF FEHA
(Against WMMC and DOES 1 – 20)

57. As a separate and distinct cause of action, Plaintiff complains and realleges all the allegations contained in this complaint and incorporates them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

58. At all times relevant to this action, *Government Code* § 12940(h), and the California Fair Employment and Housing Act (FEHA), which prohibits retaliation in the workplace based on one engaging in protected activities, was in full force and effect and was binding upon Defendant.

59. Plaintiff engaged in protected activities within the meaning of the FEHA, *Government Code* §§ 12940(h) and 12945, including, but not limited to, reporting and disclosing his medical condition(s) and/or disabilities, requesting reasonable accommodations, requesting statutory job protected leave under the California Family Rights Act (“CFRA”), complaining of discrimination, retaliation and failure to accommodate in the work environment, and other protected activities.

60. Defendant, acting in direct retaliation for Plaintiff engaging in these protected activities, as described above, retaliated against Plaintiff when Plaintiff engaged in protected activities by requesting reasonable accommodations to treat and/or recover from his disabilities, including time off of work to seek medical evaluation and/or treatment and/or medical leave, personnel assistance to assist with the workplace conditions that exceeded his workplace limitations, and other accommodations, and by requesting medical leave. Plaintiff was also one of the few, if not only, African Americans and African immigrants in his position, out of over a hundred, working for Defendant; and Plaintiff’s termination overwhelmingly disproportionately impacted the number of African Americans and African immigrants in Plaintiff’s prior work position with Defendant. Defendant, acting at least partially in direct retaliation for Plaintiff’s status as a member of a protected class, and engaging in these protected activities, as described above, retaliated against Plaintiff by refusing to accommodate Plaintiff despite it would have been an undue hardship to Defendant to do so, removing Plaintiff from his position due to his race, ethnicity and/or national origin, and wrongfully terminating Plaintiff. These adverse employment actions were causally connected to Plaintiff’s protected activities and were taken with retaliatory animus, thereby

1 violating the FEHA and *Government Code* § 12940(h).

2 61. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered and
3 continues to suffer actual, consequential and incidental financial losses, including without limitation,
4 loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities
5 in Plaintiff's field and damage to Plaintiff's professional reputation, the exact amount of which is not yet
6 known and will be shown according to proof at the time of trial. Plaintiff also claims such amounts as
7 damages pursuant to *Civil Code* §§ 3287, 3288 and/or any other laws providing for prejudgment interest,
8 all in an amount according to proof.

9 62. As a direct and proximate result of Defendant's conduct, Plaintiff has sustained and
10 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
11 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
12 personal inconvenience, humiliation, anxiety, depression, embarrassment, loss of enjoyment, sickness
13 and illness, etc. all to Plaintiff's damages in an amount to be shown according to proof.

14 63. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which he
15 is entitled to recover pursuant to *Government Code* § 12965.

16 **FIFTH CAUSE OF ACTION**

17 **FAILURE TO TAKE ALL REASONABLE STEPS TO**

18 **PREVENT AND/OR REMEDY DISCRIMINATION AND/OR RETALIATION**

19 **(Against WMMC and DOES 1 – 20)**

20 64. As a separate and distinct cause of action, Plaintiff complains and realleges all the
21 allegations contained in this complaint and incorporates them by reference into this cause of action as
22 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

23 65. At all times relevant to this action, *Government Code* § 12940(k), and the FEHA was in
24 full force and effect and was binding upon Defendants and each of them.

25 66. In violation of *Government Code* § 12940(k), Defendant failed to take immediate and
26 appropriate corrective action to prevent and remedy the discrimination and/or retaliation to which
27 Plaintiff was subjected to. Specifically, by discriminating against Plaintiff, retaliating against plaintiff,
28 wrongfully terminating Plaintiff and committing other adverse employment actions against Plaintiff

1 based on his actual disabilities and/or perceived disabilities, race, ethnicity, national origin, immigration
2 status requests for reasonable accommodations and/or complaints of retaliation and/or discrimination,
3 Defendant failed to prevent and/or remedy the discrimination and retaliation which Plaintiff was
4 subjected to. Defendant set forth policies and procedures, and failed to properly train their employees,
5 as to relevant discrimination, reasonable accommodations and/or retaliation laws, which not only failed
6 to prevent discrimination and retaliation in the workplace, but actually created a discriminatory and
7 retaliatory work environment. At all times, Defendant knew of Plaintiff's protected statuses and
8 protected activities, knew of its legal obligation to reasonably accommodate Plaintiff and knew of its
9 legal obligation to take prompt corrective action in response to Plaintiffs' complaints of discrimination
10 and/or retaliation, but disregarded its duties and, instead, wrongfully terminated Plaintiff.

11 67. At all times, Defendant knew of its legal obligations to maintain legal compliant policies
12 and procedures, knew of its obligations to properly train its employees as to employees with disabilities,
13 knew of Plaintiff's disabilities and knew of its legal obligations to reasonably accommodate Plaintiff's
14 disabilities, but disregarded all these duties and, instead, retaliated against Plaintiff and, ultimately,
15 terminated her. Rather than taking reasonable steps to prevent discrimination and retaliation, Defendant
16 continued to discriminate and retaliate against Plaintiff through the end of Plaintiff's employment, in
17 violation of *California Government Code* §§ 12940 (j) and (k).

18 68. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered and
19 continues to suffer actual, consequential and incidental financial losses, including without limitation,
20 loss of income, earnings, salary and benefits, and the intangible loss of employment related opportunities
21 in Plaintiff's field and damage to Plaintiff's professional reputation, the exact amount of which is not yet
22 known and will be shown according to proof at the time of trial. Plaintiff also claims such amounts as
23 damages pursuant to *Civil Code* §§ 3287, 3288 and/or any other laws providing for prejudgment interest,
24 all in an amount according to proof.

25 69. As a direct and proximate result of Defendant's conduct, Plaintiff has sustained and
26 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
27 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
28 personal inconvenience, humiliation, anxiety, depression, embarrassment, loss of enjoyment, sickness

1 and illness, etc. all to Plaintiff's damages in an amount to be shown according to proof.

2 70. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which he
3 is entitled to recover pursuant to *Government Code* § 12965.

4 **SIXTH CAUSE OF ACTION**

5 **RETALIATION AND/OR WRONGFUL TERMINATION**

6 **IN VIOLATION OF *LABOR CODE* § 232.5**

7 **(Against WMMC and DOES 1–20)**

8 71. As a separate and distinct cause of action, Plaintiff complains and realleges all the
9 allegations contained in this complaint, and incorporates them by reference into this cause of action as
10 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

11 72. At all times herein mentioned, California *Labor Code* §232.5 et seq. were in full force
12 and effect and were binding on Defendant. Under *Labor Code* §232.5(a), an employer may not
13 “[r]equire, as a condition of employment, that an employee refrain from disclosing information about the
14 employer’s working conditions.”

15 73. At all times herein mentioned, under *Labor Code* §232.5(b), an employer may not
16 “[r]equire an employee to sign a waiver or other document that purports to deny the employee the right
17 to disclose information about the employer’s working conditions.”

18 74. At all times herein mentioned, under *Labor Code* §232.5(c), an employer may not
19 “[d]ischarge, formally discipline, or otherwise discriminate against an employee who discloses
20 information about the employer’s working conditions.”

21 75. At all times herein mentioned, under *Labor Code* §232.5(d), “[t]his section is not
22 intended to permit an employee to disclose proprietary information, trade secret information, or
23 information that is otherwise subject to a legal privilege without the consent of his or her employer.”

24 76. As fully elaborated above, while within the course and scope of his duties as Defendant’s
25 employee, Plaintiff reported and disclosed information regarding Defendant’s unsafe and/or hostile
26 working conditions. At all times herein mentioned, Plaintiff disclosed information pertaining to working
27 conditions Plaintiff was subjected to as a result of his employment Defendant, including, but not limited
28 to an unlawful and unsafe working environment that put employees’ safety and health at risk. In

1 response, and as a direct result of Plaintiff's disclosure of Defendants' working conditions, Defendants
2 retaliated against Plaintiff by wrongfully terminating him from his employment.

3 77. As a consequence of Plaintiff's disclosures regarding his working conditions, as alleged
4 herein, Defendant took various adverse employment actions against Plaintiff, including, but not limited
5 to, discharge, among other adverse employment actions according to a matter of proof at trial. In so
6 doing, Defendant thereby violated *Labor Code* § 232.5.

7 78. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered and
8 continues to suffer actual, consequential and incidental financial losses, including without limitation,
9 loss of income, earnings, salary and benefits, and the intangible loss of employment related
10 opportunities in his field and damage to his professional reputation, the exact amount of which is not yet
11 known and will be shown according to proof at the time of trial. Plaintiff also claims such amounts as
12 damages pursuant to *Civil Code* §§ 3287, 3288 and/or any other laws providing for prejudgment interest.

13 79. As a direct and proximate result of Defendant's conduct, Plaintiff has sustained and
14 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
15 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
16 personal inconvenience, humiliation, anxiety, depression, embarrassment, loss of enjoyment, sickness
17 and illness, *etc.* all to Plaintiff's damages in an amount show to proof at trial.

18 80. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced to hire
19 attorneys to prosecute his claims herein, and has incurred and is expected to continue to incur attorneys'
20 fees and costs in connection therewith. As a result, pursuant to *Labor Code* §§ 2699(g) and 2699.5, as
21 well as *Code of Civil Procedure* §1021.5, Plaintiff is entitled to recover attorneys' fees and costs.

22
23 **SEVENTH CAUSE OF ACTION**

24 **RETALIATION AND/OR WRONGFUL TERMINATION**

25 **IN VIOLATION OF *LABOR CODE* § 1102.5**

26 **(Against WMMC, THORTON and DOES 1-20)**

27 81. As a separate and distinct cause of action, Plaintiff complains and realleges all the
28 allegations contained in this complaint and incorporates them by reference into this cause of action as

1 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

2 82. At all times herein mentioned, California *Labor Code* § 1102.5 et seq. was in full force
3 and effect and were binding on Defendants.

4 83. Under California *Labor Code* § 1102.5 (a), it is unlawful for any employer, or any person
5 acting on behalf of the employer, to “make, adopt, or enforce any rule, regulation, or policy preventing
6 an employee from disclosing information to a government or law enforcement agency, to a person with
7 authority over the employee, or to another employee who has authority to investigate, discover, or
8 correct the violation or noncompliance, or from providing information to, or testifying before, any
9 public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to
10 believe that the information discloses a violation of state or federal statute, or a violation of or
11 noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the
12 information is part of the employee’s job duties.”

13 84. Under California *Labor Code* § 1102.5 (b), “an employer, or any person acting on behalf
14 of the employer, shall not retaliate against an employee for disclosing information, or because the
15 employer believes that the employee disclosed or may disclose information, to a government or law
16 enforcement agency, to a person with authority over the employee or another employee who has the
17 authority to investigate, discover, or correct the violation or noncompliance, or for providing
18 information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if
19 the employee has reasonable cause to believe that the information discloses a violation of state or federal
20 statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of
21 whether disclosing the information is part of the employee’s job duties”

22 85. At all times herein mentioned, under *Labor Code* § 1102.5(c), an employer “shall not
23 retaliate against an employee for refusing to participate in an activity that would result in a violation of
24 state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or
25 regulation.”

26 86. At all times herein mentioned, the FEHA, *Labor Code* §§ 232.5, 1102.5, 6300 et seq,
27 6310 & 6400, *Health and Safety Code* §§ 1287.5 and *Government Code* §§ 12940 & 12945.2, as well
28 as other relevant statutes under the *Labor Code*, *Civil Codes*, *Government Code*, *Health and Safety*

1 Codes, as well as all relevant Occupational Safety and Health Organization provisions and/or guidelines,
2 were in full force and effect and were binding on Defendants, and each of them. At all times, Plaintiff
3 acted under the reasonable belief that Defendant and THORNTON were in violation of such laws
4 described immediately above, among other potential civil laws and statutes.

5 87. At all times during the relevant time period of this action, based on his reasonable beliefs
6 that Defendant was in violation of the FEHA, *Labor Code* §§ 232.5, 1102.5, 6300 *et seq*, 6310 & 6400,
7 *Health and Safety Code* §§ 1287.5 and *Government Code* §§ 12940 & 12945.2, as well as other
8 relevant statutes under the *Labor Code*, *Civil Codes*, *Government Code*, *Health and Safety Codes*, as
9 well as all relevant Occupational Safety and Health Organization provisions and/or guidelines, were in
10 full force and effect, Plaintiff resisted, refused to participate in and/or complained to Defendants, and
11 each of them, about such unlawful and unsafe business practices and/or workplace conduct in violation
12 of these aforementioned statutes and laws. In turn, Defendants, inclusive of Defendant and
13 THORNTON, then retaliated against Plaintiff for such complaints, including, but not limited to,
14 suspending Plaintiff, wrongfully terminating Plaintiff and committing other adverse employment actions
15 against Plaintiff, thereby each violating *Labor Code* § 1102.5 *et seq*.

16 88. As a direct and proximate result of Defendants' conduct, Plaintiffs has suffered and
17 continues to suffer actual, consequential and incidental financial losses, including without limitation,
18 loss of income, earnings, salary and benefits, and the intangible loss of employment related
19 opportunities in his field and damage to his professional reputation, the exact amount of which is not yet
20 known and will be shown according to proof at the time of trial. Plaintiff also claims such amounts as
21 damages pursuant to *Civil Code* §§ 3287, 3288 and/or any other laws providing for prejudgment interest.

22 89. As a direct and proximate result of Defendants' conduct, Plaintiff has sustained and
23 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
24 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
25 personal inconvenience, sickness and illness, all to Plaintiff's damages in an amount according to proof.

26 90. The conduct of THORNTON in retaliating against Plaintiff and wrongfully terminating
27 her subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights, as it was
28 anticipated by THORNTON that Plaintiff would suffer damages in the foreseeable future. Plaintiff is

1 informed and believes, and based thereon alleges, that THORNTON's conduct against Plaintiff was
2 done with an intent to cause injury to Plaintiff. Moreover, the malicious, fraudulent, and/or oppressive
3 conduct was engaged in, authorized, or ratified by officers, directors, or managing agents of the
4 company, including THORNTON herself, and/or was the result of unlawful, malicious, or oppressive
5 policies. As a consequence of the aforesaid oppressive, malicious, and despicable conduct, Plaintiff is
6 entitled to an award of punitive damages against THORNTON in a sum to be shown according to proof
7 at trial pursuant to *Civil Code* § 3294.¹

8 91. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced to hire
9 attorneys to prosecute his claims herein and has incurred and is expected to continue to incur attorneys'
10 fees and costs in connection therewith. As a result, pursuant to *Labor Code* § 1102.5(j), Plaintiff is
11 entitled to recover attorneys' fees and costs.

12
13 **EIGHTH CAUSE OF ACTION**
14 **RETALIATION AND/OR WRONGFUL TERMINATION**
15 **IN VIOLATION OF *LABOR CODE* § 6310**
16 **(Against WMMC and DOES 1–20)**

17 92. As a separate and distinct cause of action, Plaintiff complains and realleges all the
18 allegations contained in this complaint and incorporates them by reference into this cause of action as
19 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

20 93. At all times herein mentioned, California *Labor Code* § 6310 was in full force and effect,
21 and was binding on Defendant. Under *Labor Code* § 6310, it is unlawful for any employer to discharge
22 or discriminate against an employee in any manner because the employee made any oral or written
23 complaint to his or her employer regarding the employee's belief that the employer is unlawfully
24 committing health or safety violations in the workplace.

25 94. At all times herein mentioned, believing Defendants to be in violation of various local
26 and state laws, Plaintiff submitted complaints to Defendants regarding the health and safety of

27 ¹ Plaintiff's request for punitive damages under his violation of *Labor Code* § 1102.5 cause of action is not asserted against
28 WMMC at this time, but, for now, only THORNTON. Plaintiff reserves the right to file a motion to reinstate punitive
damages against WMMC at an appropriate point after the completion of necessary discovery to do so.

1 Defendants' employees well as patients. In response, and, at least in part, as a result of these complaints,
2 Defendants retaliated against Plaintiff and, ultimately, wrongfully terminated Plaintiff in violation of
3 California *Labor Code* § 6310.

4 95. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered and
5 continues to suffer actual, consequential and incidental financial losses, including without limitation,
6 loss of income, earnings, salary and benefits, and the intangible loss of employment related
7 opportunities in his field and damage to his professional reputation, the exact amount of which is not yet
8 known and will be shown according to proof at the time of trial. Plaintiff also claims such amounts as
9 damages pursuant to *Civil Code* §§ 3287, 3288 and/or any other laws providing for prejudgment interest.

10 96. As a direct and proximate result of Defendant's conduct, Plaintiff has sustained and
11 continues to suffer severe and serious emotional distress and physical injuries, including, but not limited
12 to, emotional trauma, physical manifestations of emotional distress, personal injuries, pain and suffering,
13 personal inconvenience, humiliation, anxiety, depression, embarrassment, loss of enjoyment, sickness
14 and illness, *etc.* all to Plaintiff's damages in an amount show to proof at trial.

15 97. As a proximate result of the wrongful acts of Defendants, Plaintiff has been forced to hire
16 attorneys to prosecute his claims herein, and has incurred and is expected to continue to incur attorneys'
17 fees and costs in connection therewith. As a result, pursuant to *Labor Code* §§ 2699(g) and 2699.5, as
18 well as *Code of Civil Procedure* §1021.5, Plaintiff is entitled to recover attorneys' fees and costs.

19 **NINTH CAUSE OF ACTION**

20 **RETALIATION AND/OR WRONGFUL TERMINATION**

21 **IN VIOLATION OF *HEALTH AND SAFETY CODE* § 1278.5**

22 **(Against WMMC and DOES 1–20)**

23 98. As a separate and distinct cause of action, Plaintiff complains and realleges all the
24 allegations contained in this complaint and incorporates them by reference into this cause of action as
25 though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

26 99. At all times herein mentioned, California *Health & Safety Code* § 1278.5 was in full force
27 and effect and was binding on Defendant. Under *Health & Safety Code* § 1278.5(b)(1), it is unlawful for
28 any employer to discriminate or retaliate against an employee in any manner because the employee made

1 any oral or written complaint to his or her employer regarding a patient health or safety issues and/or
2 because the employee initiated and/or cooperated with an investigation into a patient health or safety
3 allegation conducted by the agency responsible for investigating and/or addressing the same.

4 100. At all times, Plaintiff was an employee of Defendant, a health facility as defined by
5 California *Health & Safety Code* § 1250 et seq., thus was subject to the protections afforded her under
6 California *Health & Safety Code* § 1278.5(b)(1)(A).

7 101. During Plaintiff's employment with Defendant, Plaintiff witnessed what he reasonably
8 believed to be, and, in fact, were unsafe, negligent and/or abusive patient care or conditions, as defined
9 by California *Welfare and Institutions Code* § 15610.63 et seq., directed toward patients, all to the effect
10 of creating an environment that consistently placed patients at risk of severe and serious physical and/or
11 psychological harm and/or abuse.

12 102. At all times here, Plaintiff alleges that he complained of patient abuse, patient negligence,
13 patient violence and/or other patient-related safety issues to Defendant. In response and, at least in part,
14 as a result of his complaints and reports of such patient safety issues, negligence and abuse, Defendant
15 retaliated against Plaintiff, by falsely writing him up, suspending him, and then subsequently wrongfully
16 terminating him as alleged herein, among other adverse employment action Defendant committed in
17 retaliation for his complaints, all in direct violation of California *Health & Safety Code* § 1278.5.

18 103. Defendant unjustifiably disciplining, suspending and wrongfully terminating Plaintiff
19 within 120 days of his complaint(s) of patient abuse and/or negligence to Defendant; thus, under *Health*
20 *& Safety Code* §1278.5(d), there is a rebuttable presumption that Defendant's acts were retaliatory. By
21 retaliating against Plaintiff via false write-ups, two suspensions, a wrongful termination and other
22 adverse employment actions, Defendant violated *Health & Safety Code* §1278.5(b)(1)(A).

23 104. As a direct, legal, and/or proximate result of the aforesaid acts of Defendants, Plaintiff
24 has suffered actual, consequential, and incidental financial losses, including, without limitation, loss of
25 income, earnings, salary and benefits, and the intangible loss of employment-related opportunities in his
26 field and damage to his professional reputation, all in an amount subject to proof at the time of trial.
27 Plaintiff claims such amounts as damages, including all prejudgment interest on the same.

105. As a direct, legal, and/or proximate result of Defendants' conduct, Plaintiff has sustained and continues to suffer severe emotional and physical injury, including related emotional distress, emotional trauma, pain and suffering, personal injury, personal inconvenience, sickness, and illness, etc., all to Plaintiff's damages in an amount to be shown according to proof.

106. In addition to all consequently, incidental, general and/or special damages Plaintiff has suffered and is owed due to Defendant's conduct alleged herein, Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which he is also entitled to recover pursuant to *Health & Safety Code* § 1278.5 (g)

TENTH CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

(Against WMMC and DOES 1–20)

107. As a separate and distinct cause of action, Plaintiff complains and realleges all the allegations contained in this complaint and incorporates them by reference into this cause of action as though fully set forth herein, excepting those allegations which are inconsistent with this cause of action.

108. At all relevant times mentioned in this complaint, Article I, Section 8 of the California Constitution was in full force and effect and binding on Defendants. California law prohibits termination or other adverse employment actions against employees for reasons that violate public policy. Specifically here, Defendant's wrongful termination of Plaintiff's employment violated California statutes and/or common law that insure to the benefit of the public at large and are a statement of California public policy, including, but not limited to, the FEHA, *Labor Code* §§ 232.5, 1102.5, 6300 *et seq.*, 6310 & 6400, *Health and Safety Code* §§ 1287.5 and *Government Code* §§ 12940 & 12945.2, as well as other relevant statutes under the *Labor Code*, *Civil Codes*, *Government Code*, *Health and Safety Codes*, as well as all relevant Occupational Safety and Health Organization provisions and/or guidelines. These laws, statutes and their interpretative regulations inure to the benefit of the public at large and embody fundamental public policy of the State of California and/or the United States.

109. At all times herein, during Plaintiff's employment with Defendant, Plaintiff (1) complained to her supervisors about Defendant's fraudulent refusal to adhere to DHS protocol and

1 resulting health and safety violations, complained of rampant drug use in the workplace and complained
2 about violence in the workplace, including to both Defendant itself and a public agency, the DHS.
3 Thereafter, in direct retaliation for the same, Defendant wrongfully terminated Plaintiff in violation of
4 well known public policies meant to protect Plaintiff, Defendant's members of the PHP, and the public
5 at large, from such conduct.

6 110. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered and
7 continues to suffer actual, consequential and incidental financial losses, including without limitation,
8 loss of income, earnings, salary and benefits, and the intangible loss of employment related
9 opportunities in her field and damage to her professional reputation, the exact amount of which is not yet
10 known and will be shown according to proof at the time of trial. Plaintiff also claims such amounts as
11 damages pursuant to *Civil Code* §§ 3287, 3288 and/or any other laws providing for prejudgment interest,
12 all in an amount according to proof.

13 111. As a direct, legal, and/or proximate result of Defendant's conduct, Plaintiff has sustained
14 and continues to suffer emotional injuries, emotional distress and physical injuries, including related
15 emotional and physical trauma, pain and suffering, personal injury, personal inconvenience, sickness
16 and illness, *etc.*, all to Plaintiff's damages in an amount to be shown according to proof.

17 112. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees which she
18 is entitled to recover pursuant *Code of Civil Procedure* §1021.5.

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