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9 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

10 **COUNTY OF SACRAMENTO**

11 DEBRA STONE,

12 Plaintiff,

13 v.

14 THE PERMANENTE MEDICAL
15 GROUP, INC.; and DOES 1 through 20,
16 inclusive,

17 Defendants.

18 CASE NO.:

19 **COMPLAINT FOR:**

- 20 1. Discrimination in Violation of FEHA
21 2. Failure to Prevent Discrimination in Violation of
22 FEHA
23 3. Harassment in Violation of FEHA
24 4. Failure to Prevent Harassment in Violation of
25 FEHA
26 5. Retaliation in Violation of FEHA
27 6. Wrongful Termination in Violation of Public
28 Policy
29 7. Retaliation in Violation of Labor Code 1102.5
30 8. Failure to Pay Overtime Compensation (Labor
31 Code ss. 510, 1194, 1194.2, 1197, 1198)
32 9. Failure to Pay Timely Earned Wages (Labor
33 Code ss. 204)
34 10. Failure to Pay Timely Earned Wages Upon
35 Separation of Employment (Labor Code ss. 201,
36 203, 227.3)
37 11. Failure to Provide Accurate Wage Statements
38 in Violation of Labor Code s. 226
39 12. Unfair Competition (Cal B&P Code s. 17200 et
40 seq.)

41 **DEMAND FOR JURY TRIAL**

42 Plaintiff DEBRA STONE for her Complaint against Defendant THE PERMANENTE MEDICAL
43 GROUP, INC. and DOES 1 through 20, inclusive, hereby complains and alleges as follows:

44 **PARTIES, JURISDICTION AND VENUE**

45 COMPLAINT FOR DAMAGES

1 1. Plaintiff Debra Stone was at all times relevant to the matters alleged in this complaint
2 an individual with her residence in California.

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4 2. Defendant The Permanente Medical Group, Inc. is a California Corporation that is
5 licensed to do business and at all times material to this Complaint, conducted business in the State of
6 California.

7 3. Plaintiff is informed and believes and thereon alleges that the fictitiously-named
8 Defendants sued herein as Does 1 through 20 inclusive, and each of them, are in some manner
9 responsible for the occurrences, acts, and omissions alleged herein and that Plaintiff's damages were
10 proximately caused by their conduct. The true names and capacities of such fictitiously-named Doe
11 Defendants, whether individual, corporate, partnership, associate or otherwise, are presently
12 unknown to Plaintiff, and Plaintiff will seek leave of the Court to amend this Complaint to assert the
13 true names and capacities of such fictitiously-named Defendants when the same have been
14 ascertained. For convenience, each reference to the named Defendant herein shall also refer to Does
15 1 through 20, inclusive.

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18 4. Plaintiff is informed and believes and thereon alleges that in committing certain acts
19 herein as alleged, some or all of the Defendant herein named were acting as the agents, joint ventures,
20 partners, representatives, subsidiaries, affiliates and/or employees of some or all of the other
21 Defendants, and that some or all of the conduct of such Defendant, as complained of herein, was
22 within the course and scope of such relationship.

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24 5. Pursuant to Article VI, Section 10 of the California Constitution, subject matter
25 jurisdiction is proper in the Superior Court of California, County of Sacramento.
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1 6. Pursuant to Section 395 of the California Code of Civil Procedure, venue is proper in
2 the Superior Court of California for the County of Sacramento, because the Defendant conducted
3 business in Sacramento.

4 **FACTUAL BACKGROUND**

5 7. Defendant discriminated/harassed/retaliated against its employee, Plaintiff, on the
6 basis of her age and in retaliation for Plaintiff's opposition to and complaints about harassment/
7 discrimination/retaliation in violation of the Fair Employment and Housing Act ("FEHA") and
8 California Labor Code and activity that violated the law.

9 8. Defendant discriminated/harassed/retaliated against Plaintiff on the bases of the
10 aforementioned categories through verbal harassment and termination from employment.

11 9. Defendant's actions constitute disparate impact and disparate treatment
12 discrimination, and are part of a pattern and practice of discrimination/retaliation.

13 10. Plaintiff has received a Right to Sue letter from the California Department of Fair
14 Housing and Employment and has thus exhausted all necessary administrative remedies.

15 **FIRST CAUSE OF ACTION**
16 **(Discrimination in Violation of FEHA)**
17 **(Against All Defendants)**

18 11. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as
19 though fully set forth herein.

20 12. Defendant's actions constitute discrimination in violation of the Fair Employment and
21 Housing Act ("FEHA").

22 13. As a proximate result of the wrongful conduct of Defendant, Plaintiff has suffered and
23 continues to suffer a loss in earnings and other employment benefits according to proof at time of
24 trial.

1 14. As a proximate result of the wrongful conduct of Defendants, Plaintiff has suffered
2 humiliation, emotional distress and mental pain and anguish all to Plaintiff's damages in an amount
3 according to proof at trial.

4 15. In doing the acts herein alleged, Defendant acted with oppression, malice, and/or
5 conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages.
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7 **SECOND CAUSE OF ACTION**
8 **(Failure to Prevent Discrimination in Violation of FEHA)**
9 **(Against All Defendants)**

10 16. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as
11 though fully set forth herein.

12 17. Under FEHA, it is unlawful for an employer to fail to take all reasonable steps to
13 prevent discrimination.

14 18. Defendant had knowledge and/or reasonable notice of the discrimination that took
15 place against Plaintiff and failed to prevent such.

16 19. As a proximate result of the wrongful conduct of Defendant, Plaintiff has suffered and
17 continues to suffer a loss in earnings and other employment benefits according to proof at time of
18 trial.
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20 20. As a proximate result of the wrongful conduct of Defendant, Plaintiff has suffered
21 humiliation, emotional distress and mental pain and anguish all to Plaintiff's damages in an amount
22 according to proof at trial.
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24 21. In doing the acts herein alleged, Defendant acted with oppression, malice, and/or
25 conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages.
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27 **THIRD CAUSE OF ACTION**
28 **(Harassment in Violation of FEHA)**
(Against All Defendants)

COMPLAINT FOR DAMAGES

1 22. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as
2 though fully set forth herein.

3 23. Defendant's actions constitute harassment in violation of the Fair Employment and
4 Housing Act ("FEHA").

5 24. As a proximate result of the wrongful conduct of Defendant, Plaintiff has suffered and
6 continues to suffer a loss in earnings and other employment benefits according to proof at time of
7 trial.
8

9 25. As a proximate result of the wrongful conduct of Defendant, Plaintiff has suffered
10 humiliation, emotional distress and mental pain and anguish all to Plaintiff's damages in an amount
11 according to proof at trial.
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13 26. In doing the acts herein alleged, Defendant acted with oppression, malice, and/or
14 conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages.
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16 **FOURTH CAUSE OF ACTION**
17 **(Failure to Prevent Harassment in Violation of FEHA)**
18 **(Against All Defendants)**

19 27. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as
20 though fully set forth herein.

21 28. Defendant's actions constitute failure to prevent harassment in violation of the Fair
22 Employment and Housing Act ("FEHA").

23 29. As a proximate result of the wrongful conduct of Defendant, Plaintiff has suffered and
24 continues to suffer a loss in earnings and other employment benefits according to proof at time of
25 trial.
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1 30. As a proximate result of the wrongful conduct of Defendant, Plaintiff has suffered
2 humiliation, emotional distress and mental pain and anguish all to Plaintiff's damages in an amount
3 according to proof at trial.

4 31. In doing the acts herein alleged, Defendant acted with oppression, malice, and/or
5 conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages.
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7 **FIFTH CAUSE OF ACTION**
8 **(Retaliation in Violation of FEHA)**
9 **(Against All Defendants)**

10 32. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as
11 though fully set forth herein.

12 33. Defendant's actions constitute retaliation in violation of the Fair Employment and
13 Housing Act ("FEHA").

14 34. As a proximate result of the wrongful conduct of Defendant, Plaintiff has suffered and
15 continues to suffer a loss in earnings and other employment benefits according to proof at time of
16 trial.

17 35. As a proximate result of the wrongful conduct of Defendant, Plaintiff has suffered
18 humiliation, emotional distress and mental pain and anguish all to Plaintiff's damages in an amount
19 according to proof at trial.
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21 36. In doing the acts herein alleged, Defendant acted with oppression, malice, and/or
22 conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages.
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24 **SIXTH CAUSE OF ACTION**
25 **(Wrongful Termination in Violation of Public Policy)**
26 **(Against All Defendants)**

27 37. Plaintiff re-alleges and incorporates all paragraphs of this Complaint as though fully
28 set forth herein.

1 38. Defendant's actions constitute wrongful termination in violation of the public policies
2 embedded in FEHA; Age Discrimination in Employment Act; and *Tameny v. Atlantic Richfield Co.*
3 (1980) 27 Cal.3d 167.

4 39. As a proximate result of the aforesaid acts of Defendant, Plaintiff has suffered actual,
5 consequential and incidental financial losses, including without limitation, loss of salary and benefits,
6 and the intangible loss of employment related opportunities in his field and damage to his professional
7 reputation, emotional distress, and seeks punitive damages all in an amount subject to proof at the
8 time of trial.
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11 **SEVENTH CAUSE OF ACTION**
(Retaliation in Violation of Labor Code s. 1102.5)
(Against All Defendants)
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13 40. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as
14 though fully set forth herein.

15 41. Defendant's actions constitute retaliation in violation of Labor Code s. 1102.5.

16 42. As a proximate result of the wrongful conduct of Defendant, Plaintiff has suffered and
17 continues to suffer a loss in earnings and other employment benefits according to proof at time of
18 trial.
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20 43. As a proximate result of the wrongful conduct of Defendant, Plaintiff has suffered
21 humiliation, emotional distress, and mental pain and anguish all to Plaintiff's damages in an amount
22 according to proof at trial.
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24 44. In doing the acts herein alleged, Defendant acted with oppression, malice, and/or
25 conscious disregard of Plaintiff's rights and Plaintiff is therefore entitled to punitive damages.
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27 **EIGHTH CAUSE OF ACTION**
(Failure to Pay Overtime and Doubletime Compensation)
(Cal. Lab. Code Sections 510, 1194, 1194.2, 1197, 1198)
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1 45. Plaintiff seeks all statutory damages and penalties. Plaintiff re-alleges and incorporates
2 by reference all paragraphs of this Complaint as though fully set forth herein.

3 46. Defendants failed to compensate Plaintiff with overtime for Plaintiff's hours worked
4 including over eight (8) hours per day and over forty (40) hours per week; and doubletime for her
5 hours worked over twelve (12) in a day and/or seven consecutive days.

6 47. Plaintiff seeks all statutory damages and penalties.

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8 **NINTH CAUSE OF ACTION**
9 **(Failure to Pay Timely Earned Wages)**
10 **(Cal. Lab. Code Section 204)**

11 48. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as
12 though fully set forth herein.

13 49. Labor Code Section 204 provides that all wages earned by an employee are due and
14 payable twice each calendar month.

15 50. Defendants did not pay Plaintiff Plaintiff's earned wages, overtime, and missed
16 meal/rest break period premiums.

17 51. Plaintiff seeks all statutory damages and penalties.

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19 **TENTH CAUSE OF ACTION**
20 **(Failure to Pay Timely Earned Wages and Wages upon Separation of Employment in**
21 **Violation of Cal. Lab. Code Sections 201, 202, 203)**
22 **(Against All Defendants)**

23 52. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as
24 though fully set forth herein

25 53. Defendants failed to pay Plaintiff Plaintiff's accrued wages at the time of separation
26 intending to withhold earned wages, overtime pay and missed meal/rest break period premiums.

27 54. Plaintiff seeks all statutory damages and penalties.

28 **ELEVENTH CAUSE OF ACTION**

COMPLAINT FOR DAMAGES

**(Penalties for Violations of California Labor Code § 226 for
Failure to Provide Itemized Wage Statements)
(Against All Defendants)**

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3 55. Plaintiff re-alleges and incorporates by reference all paragraphs of this Complaint as
4 though fully set forth herein.

5 56. Labor Code § 226 subdivision (a) requires, in pertinent part, that "Every employer
6 shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees,
7 either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately
8 when wages are paid by personal check or cash, an accurate itemized statement in writing showing
9 (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose
10 compensation is solely based on a salary and who is exempt from payment of overtime under
11 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the
12 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
13 rate basis, (4) all deductions, provided that all deductions made on written orders of the employee
14 may be aggregated and shown as one item, (5) net wages earned, and (6) all applicable hourly rates
15 in effect during the pay period and the corresponding number of hours worked at each hourly rate
16 by the employee. . ."

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20 57. Plaintiff did not receive accurate wage statements with all of the required information
21 set forth under Labor Code § 226 because it did not include the unpaid wages, overtime pay, and
22 rest break premiums and as a result suffered monetary damages.

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24 58. On numerous occasions, an exact amount by which will be proven at trial, Defendants
25 violated various provisions of § 226, including but not limited to subdivisions (a)(1), (a)(2), (a)(4),
26 (a)(5), (a)(6), (a)(7), (a)(8), and (a)(9) by failing to provide Plaintiff, and other employees, accurate
27 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
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1 employee (4) all deductions (5) net wages earned, and (6) all applicable hourly rates in effect during
2 the pay period and the corresponding number of hours worked at each hourly rate by the employee.

3 **TWELFTH CAUSE OF ACTION**
4 **(Unfair Competition)**
5 **(California Business & Professions Code Section 17200, et seq.)**
6 **(Against All Defendants)**

7 59. Plaintiff re-alleges and incorporates all paragraphs of this Complaint as though fully
8 set forth herein.

9 60. Defendants' failure to pay Plaintiff compensation for missed meal and rest periods,
10 overtime pay, wages and other Labor Code sections constitutes a violation of California's Unfair
11 Competition Law enumerated in California Bus. and Prof. Code s. 17200 et seq.

12 61. Plaintiff has been prejudiced by Defendants' business practices and has lost property
13 as a result. As a direct and proximate result of the unfair business practices of Defendants, Plaintiff
14 is entitled to equitable relief, including full restitution, disgorgement, and/or specific performance
15 of payment of all wages and other earnings that have been withheld from Plaintiff as a result of the
16 unfair business acts and practices described herein.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

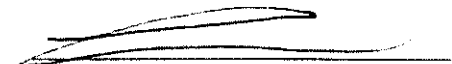
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- 20 1. For payment of earned wages, withheld earnings, and other damages according to
21 proof in an amount to be ascertained at trial;
 - 22 2. For payment of all statutory obligations and penalties as required by law;
 - 23 3. For penalties, special damages, compensatory, and general damages in an amount to
24 be proven at trial;
 - 25 4. For punitive damages as allowed by law;
 - 26 5. Loss of income incurred and to be incurred according to proof;
 - 27 6. For reasonable attorneys' fees;
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COMPLAINT FOR DAMAGES

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- 7. For costs of suit incurred herein;
- 8. For interest provided by law;
- 9. For restitution and other equitable relief; and
- 10. For such other and further relief as the court deems just and proper.


Dated: July 25, 2018

By: 
Lawrence W. Freiman, Esq.
Attorneys for Plaintiff Debra Stone

DEMAND FOR JURY TRIAL

Plaintiff DEBRA STONE demands a jury trial.

Dated: July 25, 2018

By: 
Lawrence W. Freiman, Esq.
Attorneys for Plaintiff Debra Stone