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8 Attorneys for Plaintiff ALBA DELUCA

9  
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11  
12 FOR THE COUNTY OF ORANGE

Assigned for all purposes

13 ALBA DELUCA, an individual,  
14  
15 Plaintiff,

16 vs.

17 CONNECTED CARE HEALTH SERVICES,  
18 INC., a California corporation, and Does 1 through  
19 10, inclusive,  
20  
21 Defendants.

Case No.: Judge Thomas A. Delaney  
30-2020-01167941-CU-WT-CJC

**COMPLAINT FOR DAMAGES AND  
DEMAND FOR JURY TRIAL BASED  
UPON:**

**1. UNLAWFUL RETALIATION  
(GOV. CODE §§ 12940(h) and (i))**

**2. FAILURE TO PREVENT  
DISCRIMINATION AND  
HARASSMENT  
(GOV. CODE § 12940 (k))**

**3. VIOLATION OF LABOR CODE §  
1102.5 et seq.**

**4. AGE DISCRIMINATION  
(GOV. CODE § 12941)**

**5. WRONGFUL TERMINATION IN  
VIOLATION OF PUBLIC POLICY**

1 Plaintiff ALBA DELUCA (“Plaintiff”), hereby alleges and complains as follows.

2  
3 **I. JURISDICTION AND VENUE**

4 1. Jurisdiction and venue are proper in this Court because the claims alleged herein arose in  
5 Orange County and all of the parties were and/or are residents of Orange County or are doing or did  
6 business in Orange County at all times relevant herein.

7 2. The amount in controversy in this matter exceeds the sum of \$25,000.00, exclusive of interest  
8 and costs.

9 **II. PARTIES**

10 3. Plaintiff ALBA DELUCA (“Plaintiff”) was employed by Defendants in the County of  
11 Orange. At all times relevant herein, Plaintiff was a resident of the state of California, County of  
12 Orange.

13 4. At all relevant times herein, Plaintiff is informed and believes and thereon alleges that  
14 Defendant CONNECTED CARE HEALTH SERVICES, INC. (“CCHS” or “Defendant”) is a  
15 California corporation with its principal business office located in Orange County, California.

16 5. The true names or capacities, whether individual, corporate, associate, or otherwise, of DOE  
17 defendants 1-10, inclusive, are unknown to Plaintiff and, therefore, Plaintiff sues these DOE  
18 defendants by such fictitious names. When the true names, identities or capacities of such fictitiously  
19 designated DOE defendants are ascertained, Plaintiff will ask leave of this Court to amend this  
20 Complaint to allege such names and capacities of such fictitiously designated defendants as soon as  
21 they are ascertained. Plaintiff lacks sufficient information and belief to allege the true names and  
22 capacities of defendants sued herein as DOES 1 through 10, inclusive. For that reason, Plaintiff sues  
23 said fictitiously named defendants by such fictitious names. When the true names, nature and  
24 capacity of said fictitiously named defendants are ascertained, Plaintiff shall amend this Complaint  
25 accordingly. At all times herein mentioned, all defendants herein, whether named or unnamed, were  
26 and are responsible and liable to Plaintiff for all of Plaintiff’s damages and other relief prayed for  
27 herein.  
28

1 6. Plaintiff is informed and believes and thereon alleges that each of these fictitiously named  
2 Defendants is responsible in some manner for the occurrences alleged herein, and that Plaintiff's  
3 injuries and damages as alleged and set forth herein were proximately caused by such fictitiously  
4 named Defendants.

5  
6 **III. AGENCY/CO-CONSPIRATOR STATUS OF EACH DEFENDANT**

7 7. Plaintiff alleges on information and belief that at all times herein mentioned, each of the  
8 defendants herein, whether named or unnamed, was the agent, servant employee, co-conspirator, co-  
9 adventurer, co-employer, joint employer and/or employee of each other defendant herein, whether  
10 named or unnamed. With respect to each action and inaction pled in the following paragraphs, each  
11 of the defendants, whether named or unnamed, was acting within the full course and scope of their  
12 agency and employment and was acting with the full knowledge, consent, ratification and approval of  
13 each other defendant herein, whether named or unnamed.

14 8. Plaintiff is informed and believes and thereon alleges that at all times relevant herein, each  
15 and every DEFENDANT, including the DOE defendants, acted in concert and in furtherance of each  
16 other's interest. The acts of the individually named defendants, as described herein, were known to  
17 and ratified by all defendants. The acts and conduct of each and every defendant, as described herein,  
18 were intentional and/or harassing and/or were not a normal part of Plaintiff's employment and were  
19 not the result of a legitimate business necessity.

20 9. Plaintiff is informed and believes and thereon alleges that at all relevant times each  
21 DEFENDANT was the principal, agent, employer, employee, partner, joint venturer, officer, director,  
22 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or  
23 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of  
24 the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of  
25 the other Defendants so as to be liable for the conduct of them. Plaintiff is further informed and  
26 believes and thereon alleges that each DEFENDANT acted pursuant to and within the scope of the  
27 relationships alleged above, that each DEFENDANT knew or should have known about, authorized,  
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1 ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants; and  
2 that each DEFENDANT acted pursuant to a conspiracy and agreement to do the things alleged  
3 herein.

4 10. Plaintiff makes the allegations in this complaint without any admission that, as to any  
5 particular allegation, Plaintiff bears the burden of pleading, proof, or persuasion, and Plaintiff  
6 reserves all of Plaintiff's rights to plead in the alternative.  
7

8 **IV. FACTS RELEVANT TO ALL CLAIMS ALLEGED HEREIN**

9 11. Defendant operates and does business under the name "Connected Care Health Services"  
10 ("CCHS"). CCHS is a care delivery group that provides clinical, administrative, and operational  
11 services to independent physician practice associations, accountable care organizations, medical  
12 groups and health insurance plans including Medicare Advantage health plans, such as the Golden  
13 State Medicare Health Plan acquired from Tenet Healthcare in December, 2018.

14 12. On January 7, 2019, Plaintiff DeLuca, a Human Resources ("HR") professional, with over 18  
15 years of HR administration experience, commenced employment as Human Resources Manager with  
16 Defendant.

17 13. Throughout her employment, it was Plaintiff's responsibility to ensure that CCHS complied  
18 with California's labor and employment laws.

19 14. On April 1, 2019, within three months of her employment, CCHS promoted Plaintiff to the  
20 position of Human Resources Director.

21 15. As HR Director, Plaintiff's first-hand knowledge of CCHS's operations, and Defendant's  
22 unlawful employment practices, led directly to Plaintiff's concerns and complaints to CCHS's, Chief  
23 Executive Officer, Dr. Sanjay Patil.

24 16. Despite Plaintiff's warnings to Dr. Patil, Plaintiff observed Dr. Patil intentionally disregard  
25 California employment laws in order to meet CCHS's operational objectives, thereby resulting in a  
26 toxic work environment and detrimental impact on the physical and mental wellbeing of CCHS's  
27 workforce. Specifically, and not by way of limitation, Plaintiff complained about and objected to the  
28

1 following employment practices:

- 2 • Dr. Patil intentionally misclassified employees as “contractors” in order to avoid compliance  
3 with California’s wage and hour laws and payment of payroll taxes.
- 4 • Dr. Patil implemented an unlawful scheme involving bonus payments to call center workers,  
5 in direct violation of Centers for Medicare & Medicaid Services (“CMS”) Medicare  
6 regulations.
- 7 • In violation of California’s privacy laws, Dr. Patil instructed that surveillance cameras record  
8 audio in the employee break room “*to ensure everyone was doing what they were supposed to*  
9 *do*”.<sup>1</sup>
- 10 • CCHS’s non-exempt IT and call center employees worked 7-day weeks, and did not receive  
11 their legally mandated meal and rest breaks. CCHS’s practice also included not paying call  
12 center employees for all the time worked while under the control of the company. During her  
13 employment, Plaintiff received multiple complaints from call center employees. Plaintiff  
14 reiterated to Dr. Patil that said employees need to be compensated for any off the clock work  
15 and must be allowed to take their meal and rest breaks.
- 16 • During the employee interview process, Dr. Patil would focus on an applicant’s disability or  
17 race instead of their qualifications for the respective position. In or around August 2019, Patil  
18 told Plaintiff, “*For the most part, we deal with white people. They [Caucasians] don’t want*  
19 *to be dealing with Hispanics.*” In response, Plaintiff told Dr. Patil that this should not matter,  
20 and informed Patil that CCHS is required by law to give applicants an equal opportunity at  
21 employment, irrespective of race or ethnicity. Dr. Patil simply responded that it was a  
22 “reality” and “how things work”.
- 23 • Dr. Patil would berate minority employees for being “dumb”, “lazy” and “incapable”; and  
24 stated to Plaintiff that certain racial minorities “don’t like to work”.
- 25
- 26
- 27

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28 <sup>1</sup> In June 2019, despite Plaintiff’s warning to Dr. Patil that it was against the law to record employees without their consent, CCHS proceeded to install recording devices in the employee break room.

1 17. In April 2019, Defendant's Compliance Officer, Tariq Brown, raised concerns about the  
2 results of an internal investigation he [Brown] had conducted regarding a possible computer security  
3 breach that could potentially have compromised patient records in violation of Medicare regulations  
4 and federal law.

5 18. On or around April 15, 2019, at a meeting to discuss the purported security breach, Dr. Patil  
6 lambasted Brown for investigating the computer security breach, even though it was part of Brown's  
7 compliance responsibility to ensure a potential hack would not compromise patient records.

8 19. On or about May 2019, Plaintiff observed an attempt by Dr. Patil to intentionally exclude Mr.  
9 Brown from a meeting with Defendant's CMS manager. Furthermore, Plaintiff witnessed Dr. Patil's  
10 abusive behavior against Mr. Brown. This behavior included disparaging remarks by Dr. Patil that  
11 Brown, an African American, was "useless", "lazy" and he [Patil] did not care whether Brown felt he  
12 [Brown] was being discriminated against.

13 20. On or about July 14, 2019, Mr. Brown also complained to Plaintiff that he [Brown] was  
14 experiencing discrimination and harassment at work. Mr. Brown alleged claims of racial  
15 discrimination and harassment against Defendant and Dr. Patil. Plaintiff, as Director of HR,  
16 appropriately informed Mr. Brown of his employment rights and the company's responsibility to  
17 create and maintain a harassment-free and discrimination-free workplace.

18 21. Subsequent to Mr. Brown's workplace complaints, Plaintiff recommended to Dr. Patil that the  
19 company hire an experienced outside investigator to investigate Mr. Brown's complaints against the  
20 company. Dr. Patil resisted at first and instructed Plaintiff to terminate Brown. Dr. Patil told  
21 Plaintiff, "*I want fired him right now. I want him out.*" "*Anyone who doesn't like it here can get the*  
22 *hell out.*"

23 22. Plaintiff objected to Dr. Patil's instruction to terminate Brown and reminded Dr. Patil of the  
24 company's obligations under California law which explicitly prohibits retaliation against employees  
25 for making workplace complaints of what they reasonably believe to be violations of federal or state  
26 regulations, and workplace discrimination.  
27  
28

1 23. Plaintiff further informed Dr. Patil that (1) complaints from CCHS’s Compliance Officer  
2 regarding a potential security breach that could compromise patient records; and, (2) an employee’s  
3 complaints regarding workplace discrimination, are protected activities under California law.

4 24. Plaintiff DeLuca reiterated to Dr. Patil that it was unlawful for Defendants to retaliate against  
5 Mr. Brown as a result of his complaints against CCHS, and that it would be beneficial for CCHS, in  
6 her professional judgment, to hire an outside investigator. Shortly thereafter, Defendants hired an  
7 outside investigator at Plaintiff’s behest.

8 25. However, despite the *pending* outside investigation, on August 23, 2019, Dr. Patil informed  
9 Plaintiff that he had terminated Mr. Brown’s employment, effective August 26, 2019. The meeting  
10 was also attended by CCHS’s in-house counsel, Brian Gillan, who told Plaintiff, “*There’s a new*  
11 *sheriff in town and we’re done playing games with Tariq [Brown].*”

12 26. Plaintiff again raised her concerns to Dr. Patil that California law explicitly prohibits  
13 retaliation against employees for disclosing information that the employee reasonably believes  
14 constitutes a violation of a state or federal law. Dr. Patil responded, “*I don’t care if he [Brown] sues*  
15 *us. Let him bring it.*”

16 27. During the August 23, 2019 meeting, Plaintiff then informed Dr. Patil that she believed  
17 Brown’s termination was retaliatory, that he [Brown] was being treated unfairly, and there was no  
18 substantive documentation with regards to Brown’s alleged poor performance. Shockingly, Dr. Patil  
19 responded, “*I just want him out. We can add later it to his personnel file.*” Plaintiff, however,  
20 refused to create a paper trail, *ex post facto*.

21 28. Here, Defendants disregarded the advice of the individual charged with ensuring CCHS’s  
22 compliance with California employment laws – and put her on the fast track to termination. Instead  
23 of Defendants fulfilling their legal obligations to their employees under the California Labor Code  
24 and Fair Employment & Housing Act, CCHS and Dr. Patil turned on Plaintiff due to her perceived  
25 disloyalty to the company for reporting and requesting the above violations to be corrected and/or  
26 cease.  
27  
28

1 29. Following Plaintiff's objections and complaints to Mr. Brown's termination on August 23,  
2 2019, Defendants began a pattern of retaliation against Plaintiff. Specifically, this pattern included  
3 Dr. Patil yelling at and demeaning Plaintiff in front of other employees, excluding Plaintiff from  
4 meetings, discussions and hiring decisions that she [Plaintiff] would normally be included in and that  
5 directly impacted her job responsibilities.

6 30. On August 30, 2019, Plaintiff discovered that Dr. Patil was in process of hiring an individual  
7 for a newly created "Chief of Staff" position.

8 31. The following week, on September 5, 2019, Leah Kabli began employment as CCHS's new  
9 Chief of Staff. At the start of Ms. Kabli's employment, Dr. Patil instructed Plaintiff to provide Ms.  
10 Kabli with Plaintiff's personal login information; give Ms. Kabli access to all HR and employee files;  
11 and requested Plaintiff to teach Ms. Kabli all HR functions, including payroll processing.

12 32. On October 9, 2019, as soon as Plaintiff had completed the handover process to the new Chief  
13 of Staff, Plaintiff was terminated by Mr. Gillan, over the phone, during a one-minute call. Gillan  
14 stated that Plaintiff wasn't "*happy*" in her role because she [DeLuca] had "*brought up all these*  
15 *issues.*"

16 33. Plaintiff told Gillan that it was her job to raise issues that represented a liability for the  
17 company, and ensure CCHS was in compliance with workplace laws. Gillan instructed Plaintiff that  
18 she was about to receive her final paycheck and would be accompanied out of the building.  
19

20 34. Shortly thereafter, Plaintiff received her final paycheck and was escorted out of the building  
21 like a petty thief, thereby humiliated in front of her fellow co-workers.

22 35. Defendant's retaliatory animus against Plaintiff is supported by the fact that Plaintiff was  
23 never disciplined or counseled for poor work performance as CCHS's HR Director, or any violations  
24 of company policy. In fact, Defendant promoted Plaintiff to the position of HR Director after only  
25 three months with the company.

26 36. Prior to filing the instant Complaint, Ms. DeLuca timely exhausted her administrative  
27 remedies with the California Department of Fair Employment and Housing and  
28 received a right-to-sue notice.



1 **FIRST CAUSE OF ACTION**

2 **UNLAWFUL RETALIATION (GOV. CODE §§ 12940(h) and (i))**

3 (By Plaintiff against all Defendants)

4 37. Plaintiff hereby repeats, realleges, and incorporates by this reference each and every  
5 allegation from each and every paragraph before and after this paragraph as though said paragraphs  
6 were set forth in full herein.

7 38. This action is brought pursuant to the California Fair Employment and Housing  
8 Act, section 12940(h) of the Government Code, which prohibits an employer from discharging,  
9 expelling or otherwise discriminating against any person because the person has opposed any  
10 practice forbidden under Government Code section 12940 et seq. and/or the corresponding  
11 regulations of the California Fair Employment and Housing Commission.

12 39. At all times mentioned in this complaint, Defendants regularly employed at least five  
13 employees bringing the defendant employer within the provisions of section 12940 et seq. of the  
14 Government Code prohibiting employers or their agents from retaliating against an employee  
15 who opposes practices forbidden under the Fair Employment and Housing Act.

16 40. As more fully set forth herein, Plaintiff DeLuca was subjected to unlawful retaliation while  
17 employed by the defendants. Plaintiff DeLuca complained about unlawful practices employed by  
18 Defendants, and requested, as CCHS's HR Director, that Defendants take immediate remedial  
19 measures.  
20

21 41. Plaintiff, Defendant's HR Director, objected to and complained about what she reasonably  
22 believed to be Defendant's violations of California's anti-retaliation, discrimination, and harassment  
23 laws in connection with an outside investigation into Mr. Brown's workplace complaints and his  
24 [Brown's] subsequent termination by Dr. Patil.

25 42. In retaliation for objecting to and what she reasonably believed to be Defendant's violations  
26 of the Fair Employment & Housing Act and Labor Code, Plaintiff DeLuca was perceived by  
27 Defendants as disloyal and subjected to ostracism, subjected to heightened scrutiny, unfairly  
28 reprimanded and criticized, subjected to undesirable work conditions, and terminated.

1 43. As a direct and proximate result of Defendants' unlawful conduct as alleged in this complaint,  
2 Plaintiff DeLuca has suffered extreme and severe anguish, humiliation, nervousness, anger, tension,  
3 anxiety, and emotional distress.

4 44. As a further direct and proximate result of the unlawful conduct, Plaintiff DeLuca suffered  
5 and continues to suffer loss of income, loss of earning capacity, loss of job opportunity and other  
6 losses.

7 45. Because Plaintiff DeLuca was retaliated against in violation of the Fair Employment and  
8 Housing Act, plaintiff is entitled to recover attorney's fees and costs in this action pursuant to  
9 California Government Code section 12965(b).

10 46. Because the acts taken toward plaintiffs were carried out by Defendants acting in a deliberate,  
11 cold, callous, malicious, oppressive, and intentional manner in order to injure and damage plaintiff,  
12 plaintiff requests the assessment of punitive damages against Defendants in an amount appropriate to  
13 punish and make an example of Defendants.  
14

15  
16 **SECOND CAUSE OF ACTION**

17 **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT AND RETALIATION (GOV.**

18 **CODE § 12940(k))**

19 (By Plaintiff against all Defendants)

20 47. Plaintiff hereby repeats, realleges, and incorporates by this reference each and every  
21 allegation from each and every paragraph before and after this paragraph as though said paragraphs  
22 were set forth in full herein.

23 48. This action is brought pursuant to the California Fair Employment and Housing Act, section  
24 12940(k) of the Government Code, which prohibits an employer from failing to take all reasonable  
25 steps necessary to prevent discrimination, harassment and retaliation from occurring in the  
26 workplace.

27 49. At all times mentioned in this complaint, Defendants regularly employed at least five  
28 employees bringing Defendant employer within the provisions of section 12900 et seq, of the

1 Government Code prohibiting employers or their agents from failing to take all reasonable  
2 necessary to prevent discrimination, harassment and retaliation.

3 50. Defendants failed to take all reasonable steps necessary to prevent discrimination and  
4 harassment in that the employer failed to comply with Department of Fair Employment and Housing  
5 laws and regulations, failed to offer discrimination and harassment training, failed to  
6 maintain an effective complaint procedure, failed to adequately educate managers about  
7 discrimination and harassment, and failed to educate management regarding lawful responses to  
8 complaints. Defendants also failed to take all reasonable steps to prevent harassment and  
9 discrimination by not taking adequate remedial action after becoming aware of ongoing  
10 discrimination and harassment.

11 51. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff  
12 DeLuca has suffered extreme and severe anguish, humiliation, anger, tension, anxiety, depression,  
13 lowered self-esteem, sleeplessness and emotional distress.

14 52. As a further direct and proximate result of the unlawful conduct, Plaintiff has  
15 suffered and continue to suffer loss of income loss of earning capacity, loss of job opportunity  
16 and other losses.

17 53. Because Defendants failed to prevent discrimination and harassment in violation of the Fair  
18 Employment and Housing Act, Plaintiff DeLuca is entitled to recover attorneys' fees and costs in this  
19 action pursuant to California Government Code section 12965(b).

20 54. Because the acts taken toward plaintiffs were carried out by Defendants acting in a  
21 deliberate, cold, callous, malicious, oppressive, and intentional manner in order to injure and  
22 damage plaintiff, Plaintiff DeLuca requests the assessment of punitive damages against Defendants in  
23 an amount appropriate to punish and make an example of Defendants.  
24

25  
26 **THIRD CAUSE OF ACTION**

27 **WHISTLEBLOWER RETALIATION**

28 **VIOLATION OF LABOR CODE SECTION 1102.5 *et seq.***

(By Plaintiff against all Defendants)

55. Plaintiff re-alleges and incorporates herein by reference each and every allegation in the preceding paragraphs.

56. Labor Code § 1102.5(b) provides in relevant part, “*An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information...to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance...if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.*” (emphasis added).

57. Cal. Labor Code § 1102.5 reflects a “**broad public policy interest in encouraging workplace whistleblowers to report unlawful acts without fearing retaliation.**” *Green v. Ralee Engineering Co.* (1998) 19 Cal. App. 4th 66, 77 (emphasis added).

58. Plaintiff engaged in legally protected activity covered by section 1102.5(b) and (c) when she disclosed suspected legal violations, including, without limitation, violations of the Fair Employment & Housing Act and the California Labor Code, and refused to engage in a legal violation as detailed herein. Moreover, by retaliating against Plaintiff for disclosing such violations, Defendant violated Labor Code section 1102.5(a) by effectively having a rule prohibiting such disclosures.<sup>2</sup>

59. DEFENDANT unlawfully retaliated against Plaintiff DELUCA by ultimately terminating Plaintiff as a result of Plaintiff's complaints regarding CCHS's unlawful employment practices and repeated violations of California employment laws in order to meet its operational objectives, resulting in a toxic work environment and detrimental impact on the physical and mental wellbeing of CCHS's workforce. As a direct, legal, and proximate result of Plaintiff DELUCA's protected activity, as delineated herein, Plaintiff DELUCA was terminated by DEFENDANT.

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<sup>2</sup> In 2014, the California state legislature amended Lab. Code, § 1102.5 to explicitly protect employees who complain of violations of the law as part of their job duties, such as human resources managers (SB 496).

1 60. Accordingly, Plaintiff is informed, and from hereon alleges that a substantial factor, if not the  
2 sole factor, in Defendants' decision to reprimand and terminate Plaintiff was because of her  
3 objections to and her complaints regarding Defendants' unlawful employment practices. These  
4 unlawful employment practices are delineated herein and include Dr. Patil's discrimination against  
5 and retaliation against Connected Care's Compliance Officer.

6 61. As a direct and proximate result of the acts of defendants, and each of them, as alleged above,  
7 Plaintiff has incurred compensatory damages, including lost earnings and other economic damages,  
8 and emotional distress, in an amount to be ascertained at the time of trial.

9 62. As a direct and proximate result of the acts of defendants, and each of them, as alleged above,  
10 Plaintiff has suffered emotional distress and has been generally damaged in an amount to be  
11 ascertained at the time of trial.

12 63. As a direct and proximate result of the acts of defendants, and each of the, as alleged above,  
13 Plaintiff is entitled to recover attorneys' fees in this action pursuant to California Labor Code section  
14 1102.5.

15  
16 **FOURTH CAUSE OF ACTION**  
17 **AGE DISCRIMINATION (GOV. CODE § 12941)**  
18 (By Plaintiff against all Defendants)

19 64. Plaintiff restates and incorporates by reference each and every allegation in all preceding  
20 paragraphs as though fully set forth herein.

21 65. At all times herein mentioned, California's Fair Employment & Housing Act ("FEHA"),  
22 Govt. Code § 12941, was in full force and effect and was binding on Defendants. Said statute requires  
23 Defendants to refrain from discriminating against any employee because he or she is more than 40  
24 years old.

25 66. "The Legislature further reaffirms and declares its intent that the courts interpret the state's  
26 statutes prohibiting age discrimination in employment broadly and vigorously, in a manner  
27 comparable to prohibitions against sex and race discrimination, and with the goal of not only  
28

1 protecting older workers as individuals, but also of protecting older workers as a group, since they  
2 face unique obstacles in the later phases of their careers.” California Govt. Code Section 12941.

3 67. Plaintiff DELUCA was a qualified employee at the time of the termination of her  
4 employment, and she was more than 40 years old. Here, Defendant replaced Plaintiff DELUCA with  
5 a younger, less experienced, and less costly employee.

6 68. Plaintiff believes and alleges that her age was a substantial motivating reason in Defendants’  
7 termination of her employment.

8 69. As a proximate result of Defendants’ willful, knowing, and intentional discrimination against  
9 Plaintiff, Plaintiff has sustained and continues to sustain substantial losses of earnings and other  
10 employment benefits.

11 70. As a proximate result of Defendants’ willful, knowing, and intentional discrimination against  
12 Plaintiff, Plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and  
13 physical pain and anguish, all to her damage in a sum according to proof.

14 71. Defendants’ discrimination was done intentionally, in a malicious, oppressive manner,  
15 entitling Plaintiff to punitive damages.

16  
17 **FIFTH CAUSE OF ACTION**

18 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

19 (By Plaintiff against all Defendants)

20 72. The allegations set forth in the preceding Paragraphs are re-alleged and incorporated herein by  
21 reference.

22 73. Plaintiff’s employment was terminated, at least in part, in violation of fundamental public  
23 policies of the State of California, including without limitation: the right to report unlawful conduct  
24 (or conduct reasonably believed to be unlawful).

25 74. As set forth herein, the actions of Defendants were wrongful and in violation of fundamental  
26 public policies of the State of California, as reflected in statutes, regulations, and common law,  
27 including, without limitation and by way of example: California Constitution, Art. 1, section 1; Cal.  
28

1 Labor Code § 1102.5 et seq.; Title VII of the Civil Rights Act of 1964; and, Cal. Government Code  
2 sections 12900 to 12999. Plaintiff expressly reserves the right to rely on and assert other statutes that  
3 embody these same or similar public policies as the basis for this claim.

4 75. At all times relevant herein, the California Fair Employment and Housing Act, as codified at  
5 California Government Code, sections 12900-12999, was in full force and effect. This statutory  
6 scheme, among other things, prevented a company and its management from retaliating against any  
7 employee for reporting and/or opposing the discrimination and retaliation of another employee.

8 76. At all times relevant to this Complaint, California Labor Code section 1102.5 was in effect  
9 and binding on Defendants. At all times relevant to this Complaint, the public policy behind Labor  
10 Code section 1102.5 encourages employees to report workplace activity that may be illegal and to  
11 encourage employees to refuse participation in such activity. The public policy tethered to Labor  
12 Code section 1102.5 prohibits an employer from retaliating against an employee who complains or  
13 may complain about the employer's illegal activity. The public policy tethered to Labor Code section  
14 1102.5 also prohibits an employer from retaliating against an employee for refusing to participate in  
15 an employer's illegal activity.

16 77. As a direct consequence of this wrongful firing in retaliation for opposing unlawful  
17 discrimination and retaliation, Plaintiff has sustained, and will continue to sustain compensatory  
18 damages in an amount according to proof at trial.

19 78. As a proximate result of Defendants' willful, knowing, and intentional actions, Plaintiff has  
20 suffered lost income, employment benefits, and career opportunities, and has suffered and continues  
21 to suffer pain, embarrassment, humiliation, severe emotional distress, and mental anguish, the precise  
22 amount of which will be proven at trial.

23 79. Defendants' actions were willful, malicious and oppressive, and were committed by a  
24 managing agent, with the wrongful intent to injure Plaintiff in reckless disregard of Plaintiff's rights  
25 so as to entitle Plaintiff to an award of punitive damages. Plaintiff is, therefore, entitled to punitive  
26 damages in an amount to punish defendants and/or make an example of defendants to curb such  
27 conduct in the future.  
28

1 80. The aforementioned conducted on which punitive damages is alleged, as described  
2 hereinabove, was done with the advance knowledge by an officer, director and/or managing agent of  
3 DEFENDANT, of the unfitness of the employee and the employee was employed with a conscious  
4 disregard of the rights and/or safety or others. The aforementioned conducted on which punitive  
5 damages is alleged, as described hereinabove, was authorized, ratified and/or committed by an  
6 officer, director, and/or managing agent of DEFENDANT.

7 81. As a further, direct and proximate result of the acts of DEFENDANT, as alleged above,  
8 Plaintiff is entitled to recover an award of attorneys' fees according to proof.  
9

10  
11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff, ALBA DELUCA, prays for judgment against Defendants as  
13 follows:  
14

15 A. For general, special and compensatory damages including but not limited to back pay,  
16 front pay, lost employee benefits, bonuses, mental and emotional distress, medical and related  
17 expenses, expenses of seeking substitute employment, and other general, special and compensatory  
18 damages according to proof;

19 B. For pre-judgment interest to the extent allowed by law;

20 C. For costs of suit incurred herein;

21 D. For punitive damages according to proof, that will sufficiently punish Defendants,  
22 make an example of them, and deter future conduct;

23 E. For all civil and statutory penalties permitted by law;

24 F. For attorneys' fees pursuant to statute; and,

25 G. For such other and further relief as the Court deems just and proper.  
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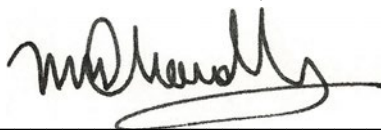
1 **JURY TRIAL DEMAND**

2 Plaintiff ALBA DELUCA hereby demands a trial by jury on all issues so triable alleged in  
3 this Complaint or any subsequent amended Complaint.  
4

5  
6 DATED: October 30, 2020

Respectfully submitted,

7 **CHOWDHARY LAW, APC**

8 

9 By: \_\_\_\_\_

10 Manbir S. Chowdhary  
11 Attorneys for Plaintiff  
12 ALBA DELUCA  
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