1 2 3 4 5 6 7 8 9 9	DAVID S. RATNER (SBN 316267) SHELLEY A. MOLINEAUX (SBN 277884) RATNER MOLINEAUX, LLP 1990 N. California Blvd., Suite 20 Walnut Creek, CA 94596 Tel: (925) 239-0899 Fax: (925) 801-3818 david@ratnermolineaux.com shelley@ratnermolineaux.com Attorneys for Plaintiff COLLIN JAN BLOM	TES DISTRICT COURT	
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11	FOR THE NORTHERN DI	STRICT OF CALIFORNIA	
12	COLLIN JAN BLOM, an individual,	Case No.	
14	Plaintiff,	COMPLAINT FOR DAMAGES	
15 16 17 18	v. STRYKER CORPORATION, a Michigan Corporation Defendant.	 Fraud in the Inducement Breach of Contract Promissory Estoppel Tortious Interference with Prospective Economic Advantage Wrongful Termination in Violation of Public Policy 	
20		DEMAND FOR JURY TRIAL	
21 22 23	1. Plaintiff COLLIN JAN BLOM, also known as CJ Blom ("Plaintiff" or "Mr. Blom"), by its attorneys, Ratner Molineaux LLP, as and for its complaint against Defendant Stryker Corporation		
24	("Defendant" or "Stryker"), alleges as follows:		
25	NATURE OF THE LAWSUIT		
26	2. In 2015 Stryker fired Plaintiff along with several other short-term employees for		
27 28	inappropriate conduct in the workplace.		
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- 3. In 2022 Jon Hebel on behalf of Stryker solicited Plaintiff who was employed by a Stryker competitor to work for Stryker selling Stryker's shoulder replacement devices to orthopedic surgeons.
- 4. Plaintiff asked Mr. Hebel if Plaintiff's previous employment and firing by Stryker would be an issue.
- 5. Mr. Hebel assured Plaintiff, prior to Mr. Bloom's first interview, that it was not a problem and would not interfere with Stryker's employing Plaintiff. Mr. Hebel's statement referred to Plaintiff as "collateral damage" in the prior 2015 mass firing, which had nothing to do with anything Plaintiff did wrong and would not interfere with his employment and position as a Regional Sales Manager.
- 6. Based on Mr. Hebel's assurance, Plaintiff resigned from his job of seven plus years, relinquished his equity in the company he worked for and began employment at Stryker.
 - 7. Shortly after Plaintiff started work at Stryker, Stryker fired him.
- 8. In this case Plaintiff seeks the damages he sustained as a result of Stryker inducing him to leave his job and relinquish equity in the company, promising him that his history with Stryker was of no consequence, and then firing Plaintiff without cause.

JURISDICTION AND VENUE

- 9. Plaintiff is a citizen of the State of California. Stryker is a citizen of the State of Michigan,
- 10. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1332(a)(2) and 1367 based on diversity of citizenship and the amount in controversy exceeds \$75,000.
- 11. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(1), (2) and 1391(c)(2) because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in the Northern District of California and because Defendant Stryker conducts its business in the Northern District of California.

12. **Intradistrict Assignment:** This lawsuit should be assigned to the Oakland Division of this Court because a substantial part of the events or omissions which give rise to this lawsuit occurred in Contra Costa County.

PARTIES

- 13. Defendant Stryker Corporation is, and at all times herein mentioned, was a Michigan corporation doing business in the State of California.
 - 14. Plaintiff is an adult resident of Contra Costa County, California.

GENERAL ALLEGATIONS

- 15. In March 2022 Stryker hired Plaintiff as a Regional Sales Manager after an interview with Jon Hebel.
- 16. Before Stryker hired Plaintiff, Jon Hebel, on behalf of Stryker, reached out to Plaintiff to interview for the position. Mr. Hebel told Plaintiff he was the best fit for the position, before the actual interview took place.
- 17. Before Stryker hired Plaintiff, Stryker reviewed Plaintiff's resume and performed a thorough background check.
- 18. Mr. Blom had previously been employed by Stryker in 2015 but Stryker fired him after certain allegations were made against him and a few other individuals. At the time, Plaintiff had no idea why he was terminated.
- 19. Jon Hebel, on behalf of Stryker reached out to Mr. Blom in early 2022 regarding the Sales Manager position. Mr. Hebel assured Plaintiff that Stryker knew of Plaintiff's history with the company and that despite the history Stryker wanted to hire Plaintiff as a Sales Manager.
- 20. At the time Mr. Hebel reached out to Plaintiff, Mr. Blom was employed by a Stryker competitor selling shoulder replacement devices to orthopedic surgeons.
- 21. Mr. Blom's job with Stryker entailed selling Stryker shoulder replacement devices and managing Northern California sales force.
- 22. As a material inducement to enter employment with Stryker, Stryker made numerous representations and warranties intended to mislead Mr. Blom. For example, Mr. Blom was assured multiple

times by various Stryker employees including Director of Sales, Jon Hebel and Senior Director of Human resources, Olivia Cream, that the 2015 incident for which Mr. Blom had been fired was not an issue and the matter had been cleared up. Moreover, VP of Sales, Vince Fath wanted Mr. Stryker to join the company as he saw Plaintiff as the best candidate for the job.

- 23. Mr. Blom gave notice to his then current job in order to begin employment with Stryker.
- 24. The offer of employment made by Stryker included a \$25,000 sign on bonus, paid out over two payments.
 - 25. Mr. Blom began his employment with Stryker in March 2022.
- 26. Mr. Blom underwent onboarding and required training, as well as a thorough background check and numerous discussions regarding the 2015 termination.
- 27. At no point during Mr. Blom's employment, with Stryker did his performance come into question or become an issue.
- 28. Mr. Blom took one day off in the beginning of April. Upon his return, Stryker terminated his employment citing the prior 2015 incident as the reason.
- 29. At no time was Mr. Blom made aware the 2015 incident would be an issue. Mr. Blom was assured by everyone at Stryker it would not be.
- 30. Stryker mislead Mr. Blom and fraudulently induced him into quitting his job with the competitor only to terminate his employment a month later.
- 31. As a result of Stryker's actions, Mr. Blom has lost out on income he would have earned had his stayed at his previous job.

FIRST CAUSE OF ACTION

Fraud in the Inducement (On behalf of Plaintiff Against Defendant)

- 32. Plaintiff repeats and realleges the allegations contained in all prior paragraphs as if set forth fully herein.
- 33. As alleged hereinabove, to induce Mr. Blom to work for Stryker, Stryker misrepresented to Mr. Blom that Plaintiff's prior employment with and firing by Stryker would not be an impediment to his employment and advancement with Stryker in the future.

	34.	At the time it made these false representations to Mr. Blom, Stryker knew them to be false;	
indeed, Stryker made these false representations to Mr. Blom solely to Mr. Blom and lure him into leaving			
his employment with Stryker's competitor.			
	35.	Mr. Blom reasonably relied upon Stryker's misrepresentations in agreeing to quit his job,	
terminate equity and accept employment with Stryker.			

- 36. Had Mr. Blom known that Stryker's representations were false and fraudulent, Mr. Blom never would have agreed to leave his job to work for Stryker.
- 37. As a result of Stryker's knowingly false and fraudulent misrepresentations and Mr. Blom's reliance thereupon, Mr. Blom has suffered damages.

SECOND CAUSE OF ACTION

Breach of Contract
(On behalf of the Plaintiff Against Defendant)

- 38. Plaintiff re-alleges and incorporates by reference the allegations contained in all foregoing paragraphs as though fully set forth herein.
- 39. Stryker entered a valid and binding agreement between with Mr. Blom to employ Mr. Blom for a salary of \$153,000 plus a bonus of up to \$122,000. Mr. Blom performed his obligations under the agreement; Stryker did not. Specifically, among other things, Stryker fired Mr. Blom without cause or justification. (Attached as exhibit A is the agreement by which Stryker employed Plaintiff.)
 - 40. Stryker thereby breached its employment agreement with Plaintiff
- 41. By reason of the foregoing, Mr. Blom is entitled to an award of damages against Stryker in the amount to be determined at trial, plus interest.

THIRD CAUSE OF ACTION

Promissory Estoppel
(On behalf of the Plaintiff Against Defendant)

- 42. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth herein.
- 43. Stryker made a clear and unambiguous promise to Mr. Blom that if he accepted the Regional Sales Manager position with Stryker, his 2015 termination from Stryker would not be a hindrance to his employment. Mr. Blom was reassured his name has been cleared in connection with the prior incident.

- 44. Mr. Blom reasonably and justifiably relied on said promises and put his trust in Stryker that it would uphold and fulfill its promises.
 45. Stryker should be estopped from rescinding its agreement to employ Plaintiff.
- 46. By reason of the foregoing Plaintiff has been damaged in an amount to be determined at trial.

FOURTH CAUSE OF ACTION

Tortious Interference with Prospective Economic Advantage (On behalf of the Plaintiff Against Defendant)

- 47. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth herein.
- 48. Mr. Blom had a reasonable probability of future business opportunities and economic benefit in connection with his prior employment with Stryker's competitor. As such, Mr. Blom left his full-time employment, surrendered his equity in that company.
- 49. Mr. Blom, after leaving his prior employment to accept employment at Stryker had a reasonable probability of future business opportunities and economic benefit in connection with his employment at Stryker.
- 50. Stryker had knowledge of such opportunities and intentionally interfered with such opportunities in violation of, among others, *California Business & Professions Code* § 17200. Stryker committed these tortious acts with deliberate and actual malice, ill-will, and oppression in conscious disregard of Mr. Blom's legal rights.
- 51. Stryker's actions have disrupted Mr. Blom's relationships and business opportunities within the industry.
- 52. The conduct of Stryker as described above was malicious, fraudulent, or oppressive and done with a willful and conscious disregard for Mr. Blom's rights. Stryker and each of them, and their agents/employees or supervisors, authorized, condoned, and ratified the unlawful conduct of each other. Consequently, Mr. Blom is entitled to punitive damages against Stryker.

- 53. Stryker did not uphold its promise to Mr. Blom and terminated his employment one month later citing the prior 2015 incident as a reason.
- 54. Mr. Blom's reliance on Stryker's promises was a substantial factor in causing Mr. Blom's harm as alleged herein.

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FIFTH CAUSE OF ACTION

Wrongful Termination in Violation of Public Policy

(Against All Defendants)

- 55. Plaintiff re-pleads, re-alleges, and incorporates by reference each allegation set forth in this Complaint.
 - 56. Defendant was Plaintiff's employer, and Plaintiff was Defendant's employee.
- 57. It is a violation of public policy for employer to mislead and fraudulently induce a potential employee into quitting their job with a competitor and to interfere with prospective economic advantage.
 - 58. Defendant terminated Plaintiff in violation of Plaintiff's rights and public policy.
 - 59. Plaintiff was harmed.
 - 60. Defendants' conduct was a substantial factor in causing Plaintiff's harm.
- 61. As a proximate result of Defendants' conduct, Plaintiff has suffered special damages in the form of lost earnings and equity, benefits and/or out of pocket expenses in an amount according to proof at the time of trial. As a further direct and proximate result of Defendants' conduct, Plaintiff will suffer additional special damages in the form of lost future earnings and equity, benefits and/or other prospective damages in an amount according to proof at the time of trial.
- 62. As a further direct and proximate result of Defendants' conduct, Plaintiff has suffered loss of financial stability, peace of mind and future security, and has suffered embarrassment, humiliation, mental and emotional pain and distress and discomfort, all to his detriment and damage in amounts not fully ascertained but within the jurisdiction of this court and subject to proof at the time of trial.
- 63. In violation of public policy, Defendants misled and fraudulently induced plaintiff into employment with Stryker, and thereafter terminated Plaintiff even though Defendants knew that Plaintiff

was experienced and able to perform the essential functions of his position. 1 2 64. The conduct of Defendants as described above was malicious, fraudulent, or oppressive and 3 done with a willful and conscious disregard for Plaintiff's rights. Defendant and each of them, and their agents/employees or supervisors, authorized, condoned and ratified the unlawful conduct of each other. 4 5 Consequently, Plaintiff is entitled to punitive damages against each of said Defendants. PRAYER FOR RELIEF 6 7 WHEREFORE, Plaintiff prays for judgment against the Defendants, and each of them, as follows: 8 1. Compensatory damages including emotional distress damages and lost wages, benefits 9 and interest in a sum according to proof; 10 2. Interest on judgment, including prejudgment interest, at the legal rate; 11 3. Punitive damages in a sum according to proof; 12 4. Attorney's fees and costs; and 5. For any further legal and equitable relief, the Court deems proper. 13 **DEMAND FOR JURY TRIAL** 14 15 Plaintiff Collin Jan Blom hereby demands a trial by jury on all issues so triable. 16 Dated: June 17, 2022. RATNER MOLINEAUX, LLP 17 /s/ David S. Ratner 18 David S. Ratner Shelley A. Molineaux 19 Attorneys for Plaintiff Collin Jan Blom 20 21 22 23 24 25 26 27 28