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Per local Rule, This case is assigned to
Judge Douglas, Danielle K, for all purposes.

Attorneys for Plaintiff
ALONDRA ALVARADO

SUMMONS ISSUED

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

ALONDRA ALVARADO, individually
Plaintiff,

v.

WELLS FARGO BANK, a United States
Corporation, and DOES 1 through 50, inclusive.
Defendants.

Case No. C24-02030

COMPLAINT FOR DAMAGES

1. Retaliation, Cal. Gov't Code §12940(h)
2. Retaliation, Labor Code §1102.5
3. Retaliation, Cal. Lab. C. § 98.6
4. Disability Discrimination, Cal. Gov. Code § 12940
5. Failure to Engage in Good Faith Interactive Process, Cal. Gov. Code § 12940
6. Failure to Provide Reasonable Accommodations, Cal. Gov. Code § 12940
7. Hostile Work Environment Harassment, Cal. Gov. Code § 12940(j)
8. Failure to Prevent Discrimination and Harassment, Cal. Gov. Code § 12940
9. Intentional Infliction of Emotional Distress
10. Use and Disclosure Of Medical Information by Employers, California Civil Code §56.20
11. Public Disclosure of Private Facts
12. Gender Discrimination, Cal. Gov't Code §12940
13. Discrimination, Retaliation and Interference – CFRA, Cal. Gov. Code § 12945.2 Et Seq.

DEMAND FOR JURY TRIAL

1. Plaintiff ALONDRA ALVARADO (“Alvarado”) individually, brings this action against

1 Defendants WELLS FARGO BANK (“Wells Fargo”), a United States Corporation, and DOES 1 through
2 50, inclusive.

3 ***PARTIES***

4 2. Plaintiff is, and at all times relevant to this action was, a resident of the City of
5 Brentwood, California. The events giving rise to this action arose in Concord, California.

6 3. Plaintiff is informed and believes, and based thereon alleges, that Defendant Wells Fargo
7 is a United States bank and is authorized to do business in California.

8 4. Plaintiff does not know the true names of Defendants Does 1 through 50, inclusive, and
9 therefore sues them by those fictitious names. The names, capacities, and relationships of Defendants
10 Does 1 through 50, inclusive, will be alleged by amendment to this Complaint when the same are known
11 to Plaintiff.

12 5. The true names and capacities, whether individual, corporate, associate or otherwise, of
13 defendants Does 1 through 50 (“Does”), inclusive and each of them, are not known to Plaintiff at this
14 time. Such Does are legally responsible for the events and happenings described herein and for the
15 damages proximately caused thereby. Plaintiff will seek the leave of the Court to amend this complaint to
16 set forth the true names and capacities of any such Does when they have been ascertained.

17 6. On information and belief, at all times mentioned herein, defendants, inclusive and each
18 of them, including without limitation any Does, were acting in concert and participation with each other;
19 were joint participants and collaborators in the acts complained of; and were the agents and/or employees
20 of one another in doing the acts complained of herein, each acting within the course and scope of said
21 agency and/or employment.

22 7. Wells Fargo and Does 1 through 50, inclusive, are collectively referred to hereafter as
23 “Defendants”.

24 ***JURISDICTION AND VENUE***

25 8. This Court has jurisdiction over Defendants because at all times relevant, they were
26 authorized to transact, and are transacting business in California.

27 9. Venue is proper in this Court pursuant to Code of Civil Procedure § 395, because the acts,
28 events and omissions complained of herein occurred in Contra Costa County, California.

1 ***EXHAUSTION OF ADMINISTRATIVE REMEDIES***

2 10. On or about July 30, 2024, Plaintiff obtained a Right to Sue Letter from the California
3 Civil Rights Department attached hereto as Exhibit A.

4 ***GENERAL ALLEGATIONS***

5 11. Plaintiff Alondra Alvarado (“Alvarado”) is a 38-year-old Hispanic female who began
6 working for Wells Fargo Bank (“Wells Fargo”) as a Customer Service & Sales Representative on May
7 26, 2010. Ms. Alvarado was quickly promoted to the role of Personal Banker as she was the top
8 performing banker in the region with positive performance reviews each quarter. Another promotion to
9 Assistant Branch Manager was given to Ms. Alvarado for continued positive performance reviews and
10 after being encouraged by Defendants to apply for higher positions because of her strong performance
11 and ability to lead the team.

12 12. On August 1, 2013, Ms. Alvarado was again promoted to Branch Manager and given a
13 large salary increase as part of her annual merit increase. Within Ms. Alvarado’s first six months at this
14 new location and role she was able to coach and develop the team to strengthen their skills and metrics
15 improving performance where performance had previously been severely underdelivering. Ms. Alvarado
16 was recognized by Stephen Hitchcock (“Hitchcock”), who would later become her manager, for turning a
17 challenging branch into a top performer.

18 13. On November 1, 2015, Ms. Alvarado was selected after applying for Senior Branch
19 Manager at the Slatten Ranch Branch in Antioch, California. This branch was a top performer, and Ms.
20 Alvarado maintained their top performing numbers and was given the opportunity to lead the district in
21 her district manager’s absence, host district conference calls, and conduct branch visits to help other
22 branch managers develop their management and coaching skills.

23 14. On May 1, 2018, Ms. Alvarado was again promoted this time to Regional Credit Coach
24 after being offered the position with a salary increase where she again excelled creating strategies that
25 were implemented across the Pacific North regions.

26 15. Finally, on August 1, 2019, Ms. Alvarado was promoted to her current position as District
27 Manager of the East Shore District overseeing 10 branch locations with 10 branch managers reporting to
28 her. In her first year, Ms. Alvarado made improvements in the customer experience outcomes, leading,

1 investments and risk management. She was given a positive performance review, a bonus and merit
2 increase as a result of her performance and stated that her manager saw great potential in her.

3 16. On January 14, 2021, Ms. Alvarado was diagnosed with breast cancer.

4 17. After her diagnosis, Ms. Alvarado informed her manager, Christina Pels (“Pels”), of her
5 diagnosis and provided Wells Fargo with medical documentation for her various treatments and surgery
6 schedule. Ms. Pels was quick to accommodate any need that Ms. Alvarado had and instructed her to
7 work from home as COVID-19 cases and risk were high. Additionally, Ms. Alvarado asked Ms. Pels to
8 keep her diagnosis private. Ms. Pels immediately spoke with Region Director Jim Foley (“Foley”) about
9 Ms. Alvarado’s diagnosis and directed Ms. Alvarado that Mr. Foley would like her to speak with her
10 team and disclose her diagnosis. Ms. Alvarado explained that she felt uncomfortable doing so, however,
11 Ms. Pels got on a phone call and shared her diagnosis with all District managers in her region. Ms.
12 Alvarado felt pressured to schedule a very uncomfortable call with her direct reports to share her
13 diagnosis and reason for her upcoming absence.

14 18. On or around February of 2021, Defendants supported Ms. Alvarado’s need to take a
15 leave of absence for treatment of her breast cancer. On February 8, 2021, Ms. Alvarado started
16 chemotherapy treatments that lasted for six cycles administered every three weeks. After chemotherapy
17 was complete, Ms. Alvarado then had her first big surgery for a double mastectomy and lymph node
18 dissection. After her recovery from surgery, Ms. Alvarado then began radiation therapy for twenty-five
19 treatments. Before she was able to recover, Ms. Alvarado received a call from Ms. Pels informing her
20 that she had been reorganized to a different area, which included her same area but she had gained two
21 more locations further from her home, and that she would now report to Stephen Hitchcock.

22 19. Mr. Hitchcock immediately asked Ms. Alvarado when she would return to work stating
23 that the person covering her was “over worked”. Therefore, Ms. Alvarado returned to work on October
24 11, 2021, though not fully healed.

25 20. Defendants allowed the following discrimination based on Plaintiff’s disability and
26 retaliation to occur.

27 21. Upon her return, Mr. Hitchcock informed Ms. Alvarado that they had acquired two more
28 branches and set an expectation that she was required to conduct visits four days per week and that she

1 may work from home once per week. Ms. Alvarado let Mr. Hitchcock know that she was still dealing
2 with chemotherapy and radiation therapy complications and long-term side effects that would still require
3 her to undergo additional surgeries in the months to come.

4 22. However, after reviewing the company standards, Ms. Alvarado discovered that Wells
5 Fargo only required site visits to occur three days a week. It became clear and evident that Mr. Hitchcock
6 was discriminating against Ms. Alvarado on the basis of her disability, requiring her to work harder than
7 her colleagues who were not experiencing a disability.

8 23. After being back to work for several weeks, Ms. Alvarado prepared a presentation
9 showing the progress her district had made since her return. Ms. Alvarado received positive feedback and
10 felt optimistic about her future as she had proved to her new manager the impact she was able to make in
11 such a short period of time.

12 24. However, shortly after, Defendants discriminated against Ms. Alvarado on the basis of her
13 disability when Mr. Hitchcock explained to Ms. Alvarado that she was not qualified to receive either
14 merit increase nor bonus because she was on leave in 2021, stating that she had not worked the required
15 amount of time to qualify. When Ms. Alvarado researched the compensation documents, she discovered
16 that the guidelines specify that the merit and bonus payment for someone on leave was the manager's
17 discretion and there was no "minimus" needed as Mr. Hitchcock had stated.

18 25. As continued discrimination, on or around June of 2022, at her mid-year review, Mr.
19 Hitchcock revealed that Ms. Alvarado had "inconsistently meets" rating. This was the first time in
20 thirteen years of her career with Wells Fargo that she had ever received a negative performance review.
21 Additionally, Ms. Alvarado had never had a one-on-one meeting with Mr. Hitchcock, which the
22 company had required every manager and every employee to do once per month to give the employee the
23 opportunity to receive feedback, coaching or support. This opportunity was not given to Ms. Alvarado, in
24 fact more often than not, when Ms. Alvarado had a question or needed guidance, Mr. Hitchcock would
25 not answer her calls, or it would take up to two days to return her calls.

26 26. In the summer of 2022, Ms. Alvarado underwent another major surgery due to
27 complications she was having from the damage of radiation therapy. The recovery was expected to take
28 six to eight weeks. However, Ms. Alvarado asked to work from home instead of taking another leave

1 during this time, for which Mr. Hitchcock approved. For the surgery, Ms. Alvarado took one week of
2 PTO, and upon her return, worked from home while effectively doing her job.

3 27. However, two weeks into her recovery, Ms. Alvarado received a text from Mr. Hitchcock
4 asking, “What branch visits are you doing today?” He had never asked this before and had approved of
5 Ms. Alvarado working from home prior to her surgery. Ms. Alvarado responded by providing medical
6 documentation from her surgery to prove that she needed time to heal before making branch visits and
7 coming into the office. Ms. Alvarado began to notice Mr. Hitchcock’s frustration with her by the tone of
8 his voice and unusual questions. She felt like she was being discriminated against because of her medical
9 issues.

10 28. In addition, Mr. Hitchcock made discriminatory remarks due to Ms. Alvarado’s gender
11 and identity as a single mom when he said, “I don’t know how a single mom and going through cancer
12 [someone] can handle this role.” This led Ms. Alvarado to believe that Mr. Hitchcock was insinuating
13 that she should step down from her role because of her disability, gender, and identity as single mom.

14 29. As continued discrimination, on January 18, 2023, at her end of the year performance
15 review for the year of 2022, Mr. Hitchcock explained that Ms. Alvarado had again received a
16 “inconsistently meets” rating. Ms. Alvarado was disappointed, upset, and stressed upon learning this,
17 knowing it would again impact her annual merit and bonus after just acquiring high amounts of medical
18 bills and being the sole provider for herself and her young children.

19 30. On the same day, Ms. Alvarado complained to Mr. Hitchcock about his “inconsistently
20 meets” ratings at her performance reviews. Ms. Alvarado explained that she had made improvements at
21 her branches and came back to work earlier than expected from her surgeries and felt that she was being
22 treated unfairly on the basis of her disability. Mr. Hitchcock explained that he would be “happy” to take
23 her complaint to his boss and review her “inconsistently meets” ratings. However, as is company policy,
24 the ratings were decided by an immediate manager. Meaning, Mr. Hitchcock was acting on his own
25 accord when decided to rate Ms. Alvarado as “inconsistently meets”.

26 31. Approximately two to three weeks later, Ms. Hitchcock changed Ms. Alvarado’s rating to
27 “meets” from “inconsistently meets”. Ms. Alvarado was given her bonus and merit increase. In addition,
28 Ms. Hitchcock rewrote the previous review and redacted inaccurate statements and republished her

1 review. Wells Fargo continued to allow Mr. Hitchcock to act discriminatory and retaliatory towards Ms.
2 Alvarado unchecked and without discipline.

3 32. On June 7, 2023, Ms. Alvarado went on leave due to an ongoing illness.

4 33. On October 23, 2023, Ms. Alvarado had Diep flap surgery.

5 34. On November 15, 2023, Ms. Alvarado returned to work after surgery after once again
6 feeling pressured to return before she was fully healed.

7 35. Upon her return to work, and having several “inconsistently meets” performance reviews,
8 Ms. Alvarado felt she was being wrongfully discriminated against due to her medical condition and
9 chose to meet with an HR Consultant.

10 36. The HR Consultant stated to Ms. Alvarado that there was no proof that her manager was
11 discriminating against her and advised her to talk with Mr. Hitchcock’s boss. Ms. Alvarado did not feel
12 supported by Defendants.

13 37. Ms. Alvarado then felt she had no choice but to open a case to dispute these performance
14 reviews and an investigation case was immediately opened. Ms. Alvarado was interviewed and was
15 issued a letter that the investigation process would take up to 60 days.

16 38. On December 1, 2023, Ms. Alvarado noticed in her employee file that her manager had
17 submitted the mid-year review while she was on leave and never delivered it to Ms. Alvarado even after
18 she returned to work. Mr. Hitchcock had again given her another “inconsistently meets” performance
19 review without explanation.

20 39. On January 26, 2024, Ms. Alvarado received yet another “inconsistently meets”
21 performance review, stating that her district had an “uptick” in over-the-counter losses, when in fact, Ms.
22 Alvarado was recognized in a call with several partners for having the lowest amount of losses in the
23 history of the district. The district also performed at its highest in investments the months that Ms.
24 Alvarado worked.

25 40. Ms. Alvarado brought these inaccuracies to her manager, Mr. Hitchcock to which he
26 responded he, “legally wasn’t allowed to change it.”

27 41. On February 27, 2024, Ms. Alvarado was forced to go on medical leave due to continued
28 medical complications, the need for more procedures and surgeries, and to seek therapy and counseling

1 from the ongoing emotional distress she had endured while working at Wells Fargo. Ms. Alvarado had
2 asked Mr. Hitchcock for accommodation to intermittently work from home throughout these procedures
3 and surgeries to which he declined the accommodation. In addition, the accommodations department
4 manager stated that taking medical leave was Ms. Alvarado's only option.

5 42. On or around March 19, 2024, Ms. Alvarado was paid her bonus from 2021 that Mr.
6 Hitchcock had previously stated she didn't "qualify for" when in fact the company eligibility documents
7 state otherwise. Ms. Alvarado was paid because she inquired about the eligibility in her handbook that
8 proved she was owed this bonus. Had Ms. Alvarado not inquired on her own accord, Ms. Alvarado
9 would have never received her rightfully owed bonus.

10 43. On April 4, 2024, Mr. Hitchcock called the check on Ms. Alvarado to mainly ask when
11 she was planning to return to work. Ms. Alvarado felt pressured to share all her upcoming appointments
12 and current treatments to which Mr. Hitchcock responded, "Wow, you have a lot going on, I sure hope
13 you're back soon." Mr. Hitchcock also stated that Ms. Alvarado received her 2021 bonus after an audit,
14 to which Ms. Alvarado explained that it was her inquiry that prompted the distribution of the bonus.

15 44. On May 10, 2024, Ms. Alvarado received a letter from Wells Fargo and Ms. Hitchcock
16 stating that she must return to work by May 20, 2024, otherwise her position will be terminated.

17 45. On May 14, 2024, Ms. Alvarado emailed Mr. Hitchcock's Manager and Direct Report,
18 Brian Formisano ("Formisano") regarding her leave of absence, breast cancer treatment and related
19 complications. Ms. Alvarado explained that she had asked for medical accommodation prior to her leave
20 of absence, to allow working from home, and that she was declined that accommodation, and now has
21 another upcoming surgery on June 21, 2024, without the ability to take leave. Mr. Formisano did not
22 respond to Ms. Alvarado's email or call her to discuss her concerns.

23 46. Per her therapist and oncologist's recommendation, Ms. Alvarado would not return to
24 work until after her surgery due to the status of her mental health and chemotherapy side effects related
25 pain. Wells Fargo made it clear that they would replace Ms. Alvarado's position and once Ms. Alvarado
26 is cleared to work, she will go into job search.

27 47. Wells Fargo made it clear that while they were not terminating Ms. Alvarado, they were
28 actively attempting to replace her and take away her position that she worked for years to achieve, due to

1 her disability.

2 48. On information and belief, Mr. Hitchcock has never replaced another employee, in his
3 career of over 30 years with Wells Fargo, when they ran out of FMLA and remained on leave. Ms.
4 Alvarado will be the first employee Mr. Hitchcock replaces. In fact, one female employed by Wells
5 Fargo was on leave for over a year and came back to her position. Another male was also on leave and
6 returned to his position. On or around January of 2024, Mr. Hitchcock directly told Ms. Alvarado that
7 he's never replaced an employee that was on leave.

8 49. When Ms. Alvarado spoke to Mr. Hitchcock during the week of May 20, 2024, Ms.
9 Alvarado asked why he was choosing to replace her to which Mr. Hitchcock replied that it was a
10 company process.

11 50. On July 1, 2024, Ms. Alvarado returned to work the week after her surgery, without
12 appropriate healing time, because she received a phone call from Mr. Hitchcock's leadership team stating
13 that if she did not return to work on July 1, 2024, her position would be "posted". Meaning, Ms.
14 Alvarado would be losing her position and Wells Fargo would be looking to replace her, but she would
15 stay on reduced pay with state disability. Knowing this was not an option to support herself and her
16 children, Ms. Alvarado returned to work.

17 51. On the week of July 22, 2024, Wells Fargo announced a reorganization of the company
18 districts, including the managers to different areas. Ms. Alvarado was kept at her same district plus Wells
19 Fargo gave her two additional locations even further from her home. Wells Fargo continues to make it
20 clear that there are not available accommodations for Ms. Alvarado.

21 52. On information and belief, Wells Fargo had opportunity to move Ms. Alvarado to
22 locations closer to her home and chose not to.

23 53. Up until her diagnosis, Ms. Alvarado had never received a disciplinary write-up, had
24 never been given poor scores on her performance reviews, was a well-regarded and valued employee,
25 earning positive performance reviews, and the status of a top performer at all times from 2010 until 2021.
26 Ms. Alvarado had been a respected employee for eleven years working for Defendants.

27 54. After her diagnosis, Defendants gave Ms. Alvarado poor performance reviews and began
28 to retaliate and discriminate against her.

55. In violation of Cal. Gov. Code §12940, Plaintiff was discriminated against based on disability. Plaintiff is informed and believes that other co-workers have been given opportunities for promotion and advancement as well as bonuses and merit increases.

56. On information and belief, Wells Fargo disclosed Ms. Alvarado's medical history and privacy against Ms. Alvarado's wishes.

57. On information and belief, Wells Fargo failed to investigate Ms. Alvarado's reports. Instead, Wells Fargo continues to remove Ms. Alvarado's deserved merit increases and bonuses.

58. Both California and Federal Law require employers such as Wells Fargo to engage with an employee with a disability in a process to find a solution to the issues created by the disability. Wells Fargo did not do so.

59. Accordingly, Wells Fargo violated Ms. Alvarado's request for medical accommodation and failed to engage in the interactive process. Wells Fargo retaliated against Ms. Alvarado by denying her merit increases and bonuses, denying her to work from home, causing intentional stress by forcing her to come to work without being fully healed, and threatening to replace her position.

60. Mr. Hitchcock retaliated against Ms. Alvarado after she lodged complaints to HR against him by threatening to replace her employment while on medical leave.

61. Wells Fargo's actions against Ms. Alvarado caused, and continue to cause, Ms. Alvarado to suffer significant emotional distress. Ms. Alvarado intends to seek damages from Wells Fargo under the Fair Employment and Housing Act ("FEHA") The seriousness of these claims places Wells Fargo at an elevated risk of liability for monetary damages, including punitive damages.

FIRST CAUSE OF ACTION

Retaliation

Cal. Gov. Code §12940(h)

(Against All Defendants)

62. Plaintiff re-pleads, re-alleges, and incorporates by reference each allegation set forth in this Complaint.

63. At all relevant times, the California Fair Employment & Housing Act, sections 12940, et seq., was in full force and effect, and binding on Defendants.

1 64. FEHA makes it an unlawful employment practice for an employer to retaliate against an
2 employee who has opposed a forbidden practice or filed a complaint against an employer or supervisor.
3 CGC §12940(h).

4 65. Plaintiff made multiple complaints to Defendants regarding discrimination she was
5 experiencing from her manager based on Plaintiff's disability.
6

7 66. Defendants retaliated against Plaintiff by denying Plaintiff merit increases and bonuses,
8 denying her to work from home, causing intentional stress by forcing her to come to work without being
9 fully healed, and threatening to replace her position.

10 67. Plaintiff was harmed.

11 68. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

12 69. As a result of Defendants' discriminatory and retaliatory treatment Plaintiff suffered
13 emotional distress and felt humiliated, embarrassed, anxious, and depressed.
14

15 70. The conduct of Defendants and each of them as described above was malicious,
16 fraudulent, or oppressive and done with a willful and conscious disregard for Plaintiff's rights.
17 Defendants and each of them, and their agents/employees or supervisors, authorized, condoned, and
18 ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages
19 against each of said Defendants.
20

21 ***SECOND CAUSE OF ACTION***

22 *Retaliation*

23 *Labor Code §1102.5*

24 *(Against All Defendants)*

25 71. Plaintiff re-pleads, re-alleges, and incorporates by reference each allegation set forth in
26 this Complaint.

27 72. At all relevant times, California Labor Code was in full force and effect, and binding on
28 Defendants.

73. Labor Code § 1102.5 makes it an unlawful for an employer to retaliate against an employee who has for disclosing information the employee reasonable believes discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation.

74. Plaintiff made multiple complaints to Defendants regarding discrimination, hostile work environment, and intimidation she was experiencing from her manager.

75. Additionally, Plaintiff made multiple complaints about her manager, Mr. Hitchcock denying her merit increases and bonuses due to her disability and leave on his own accord when the company's laws and rules state that her manager can approve merit increases and bonuses when an employee is on leave due to an illness or disability.

76. Defendants retaliated against Plaintiff by denying Plaintiff merit increases and bonuses, denying her to work from home, causing intentional stress by forcing her to come to work without being fully healed, and threatening to replace her position.

77. Plaintiff was harmed.

78. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

79. As a direct and proximate result of the above violations, Plaintiff has suffered damages in the form of past and future wage losses, bonus losses, merit increase losses, and emotional distress in an amount to be proven at trial.

80. The conduct of Defendants and each of them as described above was malicious, fraudulent, or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each of them, and their agents/employees or supervisors, authorized, condoned, and ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages against each of said Defendants.

THIRD CAUSE OF ACTION

Retaliation

Cal. Gov. Code § 98.6

(Against All Defendants)

1 81. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set
2 forth in this Complaint.

3 82. Cal. Lab. Code § 98.6 provides:

4 (a) A person shall not discharge an employee or in any manner discriminate,
5 retaliate, or take any adverse action against any employee . . . because the
6 employee . . . engaged in any conduct delineated in this chapter, including .
7 . . Chapter 5 (commencing with Section 1101) of Part 3 of Division 2, or
8 because the employee . . . or because of the exercise by the employee or
9 applicant for employment on behalf of himself, herself, or others of any
10 rights afforded him or her.

11 (b)(1) Any employee who is discharged, threatened with discharge,
12 demoted, suspended, retaliated against, subjected to an adverse action, or in
13 any other manner discriminated against in the terms and conditions of his or
14 her employment because the employee engaged in any conduct delineated in
15 this chapter, including . . . Chapter 5 (commencing with Section 1101) of
16 Part 3 of Division 2 . . . shall be entitled to reinstatement and reimbursement
17 for lost wages and work benefits caused by those acts of the employer.

18 83. Defendants were Plaintiff's employer, and Plaintiff was Defendants' employee.

19 84. Plaintiff made multiple complaints to Defendants regarding discrimination, hostile work
20 environment, and intimidation she was experiencing from her manager based on a Plaintiff's disability.

21 85. Defendants retaliated against Plaintiff by denying Plaintiff merit increases and bonuses,
22 denying her to work from home, causing intentional stress by forcing her to come to work without being
23 fully healed, and threatening to replace her position.

24 86. Plaintiff was harmed.

25 87. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

26 88. Pursuant to Cal. Lab. Code § 98.6(b)(3), Defendants are liable to Plaintiff for a civil
27 penalty of ten thousand dollars (\$10,000) for each violation.

28 89. The conduct of Defendants and each of them as described above was malicious,
fraudulent, or oppressive and done with a willful and conscious disregard for Plaintiff's rights.
Defendants and each of them, and their agents/employees or supervisors, authorized, condoned, and
ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages
against each of said Defendants.

1 ***FOURTH CAUSE OF ACTION***

2 *Disability Discrimination*

3 *Cal. Gov. Code § 12940*

4 *(Against All Defendants)*

5 90. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set
6 forth in this Complaint.

7 91. Government Code section 12940(a) provides in relevant part:

8 It is an unlawful employment practice. . . (a) [f]or an employer, because of
9 the. . . physical disability, neurodevelopmental disability to discharge the
10 person from employment. . . or to discriminate against the person in
compensation or in terms, conditions, or privileges of employment.

11 92. Defendant wrongfully discriminated against Plaintiff based on Plaintiff's physical disability
12 of having breast cancer, undergoing chemotherapy, radiation, and multiple surgeries and history of these
13 disabilities.

14 93. Defendant was Plaintiff's employer, and Plaintiff was Defendants' employee.

15 94. Defendant became aware that Plaintiff had a physical disability that limited a major life
16 activity.

17 95. Plaintiff was able to perform the essential job duties of Plaintiff's position with reasonable
18 accommodation for Plaintiff's disabilities. Defendant refused to provide reasonable accommodations.

19 96. Plaintiff was denied working from home, denied bonuses, denied merit increases, denied
20 training, denied opportunity for advancement, denied workplace support and was threatened to be replaced
21 in violation of the Fair Employment and Housing Act.

22 97. Plaintiff suffered harm.

23 98. Defendant's conduct was a substantial factor in causing Plaintiff's harm.

24 99. The conduct of Defendant was a substantial factor in causing Plaintiff emotional distress,
25 including but not limited to, anxiety, uncontrollable worry, depression, insomnia, experiencing migraines,
26 isolating, withdrawing from friends and family, plummeting health, and feelings of hopelessness. Plaintiff
27 has also been diagnosed with Post Traumatic Stress Disorder ("PTSD") and panic disorder due to the
28 conduct of Defendant.

100. Under Government Code section 12940, Plaintiff is entitled to recover economic and noneconomic damages caused by Defendants' discriminatory practices based on Plaintiff's disability and violation of the Fair Employment and Housing Act. Plaintiff is also entitled to reasonable attorney's fees and costs pursuant to Government Code section 12965.

FIFTH CAUSE OF ACTION

Failure to Engage in Good Faith Interactive Process

Cal. Gov. Code § 12940

(Against All Defendants)

101. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set forth in this Complaint.

102. Government Code section 12940(n) provides in relevant part:

It is an unlawful employment practice. . . (n) For an employer or other entity covered by this part to fail to engage in a timely, good faith, interactive process with the employee or applicant to determine effective reasonable accommodations, if any, in response to a request for reasonable accommodation by an employee or applicant with a known physical or mental disability or known medical condition.

103. California Code of Regulations, Title 2 section 11069 provides in relevant part:

(a) Interactive Process. When needed to identify or implement an effective, reasonable accommodation for an employee or applicant with a disability, the FEHA requires a timely, good faith, interactive process between an employer or other covered entity and an applicant, employee, or the individual's representative, with a known physical or mental disability or medical condition. Both the employer or other covered entity and the applicant, employee or the individual's representative shall exchange essential information identified below without delay or obstruction of the process.

104. Defendant was Plaintiff's employer, and Plaintiff was Defendants' employee.

105. Defendant was aware that Plaintiff had a physical disability that limited a major life activity.

106. Plaintiff was able to perform the essential job duties of Plaintiff's position with reasonable accommodation for Plaintiff's disabilities.

107. Plaintiff at all times was willing to participate in an interactive process to determine reasonable accommodations.

108. Defendant refused to participate in a timely good-faith interactive process.

109. Defendant could have made reasonable accommodations had it timely engaged in the interactive process.

110. Plaintiff suffered harm.

111. Defendant's conduct was a substantial factor in causing Plaintiff's harm.

112. The conduct of Defendant was a substantial factor in causing Plaintiff emotional distress, including but not limited to, anxiety, uncontrollable worry, depression, insomnia, experiencing migraines, isolating, withdrawing from friends and family, plummeting health, and feelings of hopelessness. Plaintiff has also been diagnosed with Post Traumatic Stress Disorder (“PTSD”) and panic disorder due to the conduct of Defendant.

113. Under Government Code section 12940, Plaintiff is entitled to recover economic and noneconomic damages. Plaintiff is also entitled to reasonable attorney's fees and costs pursuant to Government Code section 12965.

SIXTH CAUSE OF ACTION

Failure to Provide Reasonable Accommodations

Cal. Gov. Code § 12940

(Against All Defendants)

114. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set forth in this Complaint.

115. Government Code section 12940(m)(1) provides in relevant part:

It is an unlawful employment practice. . . (m)(1) [f]or an employer or other entity covered by this part to fail to make reasonable accommodation for the known physical or mental disability of an applicant or employee.

116. California Code of Regulations, Title 2 section 11068 provides in relevant part:

(a) **Affirmative Duty.** An employer or other covered entity has an affirmative duty to make reasonable accommodation(s) for the disability of any individual applicant or employee if the employer or other covered entity knows of the disability, unless the employer or other covered entity can demonstrate, after engaging in the interactive process, that the accommodation would impose an undue hardship.

• • •

(e) Any and all reasonable accommodations. An employer or other covered entity is required to consider any and all reasonable accommodations of which it is aware or that are brought to its attention by the applicant or employee, except ones that create an undue hardship. The employer or other covered entity shall consider the preference of the applicant or employee to be accommodated but has the right to select and implement an accommodation that is effective for both the employee and the employer or other covered entity.

117. Defendant was Plaintiff's employer, and Plaintiff was Defendants' employee.

118. Defendant was aware that Plaintiff had a physical disability that limited a major life activity, as well as a history of said disabilities that limited a major life activity.

119. Plaintiff was denied working from home, denied bonuses, denied merit increases, denied training, denied opportunity for advancement, denied workplace support and allowed Mr. Hitchcock to harass and berate Plaintiff and ultimately threaten to replace Plaintiff's position.

120. Plaintiff was denied bonuses and merit increases in violation of the Fair Employment and Housing Act by Defendants due to Plaintiff's disabilities.

121. Plaintiff suffered harm.

122. Defendant's conduct was a substantial factor in causing Plaintiff's harm.

123. The conduct of Defendant was a substantial factor in causing Plaintiff emotional distress, including but not limited to, anxiety, uncontrollable worry, depression, insomnia, experiencing migraines, isolating, withdrawing from friends and family, plummeting health, and feelings of hopelessness. Plaintiff has also been diagnosed with Post Traumatic Stress Disorder ("PTSD") and panic disorder due to the conduct of Defendant.

124. Under Government Code section 12940, Plaintiff is entitled to recover economic and noneconomic damages caused by Defendants' discriminatory practices based on Plaintiff's disability and violation of the Fair Employment and Housing Act. Plaintiff is also entitled to reasonable attorney's fees and costs pursuant to Government Code section 12965.

SEVENTH CAUSE OF ACTION

Hostile Work Environment Harassment

Cal. Gov. Code § 12940(j)

(Against All Defendants)

125. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set forth in this Complaint.

126. Defendants, and each of them, either individually and/or through their agents, engaged in the foregoing conduct, which constitutes a pattern and practice of hostile work environment harassment in violation of Government Code sections 12940(j), which provides that harassment of employees is an unlawful employment practice.

127. Plaintiff endured harassing conduct by Defendants and/or Defendant's supervisors that took place throughout Plaintiff's working environment.

128. Plaintiff considered the work environment to be hostile or abusive towards people with disabilities.

129. Plaintiff's supervisor engaged in the conduct.

130. Defendants knew or should have known of the conduct and failed to take any corrective action whatsoever, let alone immediate appropriate corrective action.

131. The above-described acts and conduct by Defendants proximately caused Plaintiff damages and injury in an amount to be proven at trial.

132. The conduct of Defendants and each of them as described above was malicious, fraudulent, or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each of them, and their agents/employees or supervisors, authorized, condoned, and ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages against each of said Defendants.

EIGHTH CAUSE OF ACTION

Failure to Prevent Discrimination and Harassment

Cal. Gov. Code § 12940

(Against All Defendants)

1 133. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set
2 forth in this Complaint.

3 134. Government Code section 12940(m)(2) provides in relevant part:

4 It is an unlawful employment practice . . . (k) For an employer . . . to fail to
5 take all reasonable steps necessary to prevent discrimination and harassment
6 from occurring.

7 135. Defendants wrongfully failed to take all reasonable steps necessary to prevent harassment
8 and discrimination of Plaintiff based on Plaintiff's disabilities.

9 136. Plaintiff suffered and continues to suffer harm as a result of Plaintiff's treatment by
10 Defendants.

11 137. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

12 138. Under Government Code section 12940, Plaintiff is entitled to recover Plaintiff's
13 economic and noneconomic damages caused by Defendants' unlawful practices. Plaintiff is also entitled
14 to reasonable attorney's fees and costs pursuant to Government Code section 12965.

15 139. The conduct of Defendants and each of them as described above was malicious,
16 fraudulent, or oppressive and done with a willful and conscious disregard for Plaintiff's rights.
17 Defendants and each of them, and their agents/employees or supervisors, authorized, condoned, and
18 ratified the unlawful conduct of each other. Consequently, Plaintiff is entitled to punitive damages
19 against each of said Defendants.

20 ***NINTH CAUSE OF ACTION***

21 *Intentional Infliction of Emotional Distress*

22 *(Against All Defendants)*

23 140. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set
24 forth in this Complaint.

25 141. Defendant's treatment of Plaintiff as discussed supra, exceeds the bounds of decency, is
26 intolerable within our civilized community, and is therefore outrageous.

27 142. Defendant's actions, as discussed supra, were intended to cause Plaintiff to suffer the
28 resulting emotional distress.

143. The conduct of Defendant was a substantial factor in causing Plaintiff emotional distress, including but not limited to, anxiety, uncontrollable worry, depression, insomnia, experiencing migraines, isolating, withdrawing from friends and family, plummeting health, and feelings of hopelessness. Plaintiff has also been diagnosed with Post Traumatic Stress Disorder (“PTSD”) and panic disorder due to the conduct of Defendant.

144. Plaintiff was harmed.

145. Defendant's conduct was a substantial factor in causing Plaintiff's harm.

146. The conduct of Defendant as described above was malicious, fraudulent, or oppressive and 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. Consequently, Plaintiff is entitled to punitive damages against each of said Defendants.

TENTH CAUSE OF ACTION

Use and Disclosure Of Medical Information by Employers

California Civil Code §56.20

(Against All Defendants)

147. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set forth in this Complaint.

148. . At all relevant times, the California Confidentiality of Medical Information Act, sections 56.20, et seq., was in full force and effect, and binding on Defendant.

149. The California Confidentiality of Medical Information Act makes it an unlawful employment practice for an employer to use, disclose, or knowingly permit its employees or agents to use or disclose medical information which the employer possesses pertaining to its employees without the patient having first signed an authorization under Section 56.11 or Section 56.21 permitting such use or disclosure, except as follows:

- (1) The information may be disclosed if the disclosure is compelled by judicial or administrative process or by any other specific provision of law.
- (2) That part of the information which is relevant in a lawsuit, arbitration, grievance, or other claim or challenge to which the employer and employee are parties and in which the patient has placed in issue his or her

1 medical history, mental or physical condition, or treatment may be used or
2 disclosed in connection with that proceeding.

3 (3) The information may be used only for the purpose of administering
4 and maintaining employee benefit plans, including health care plans and
5 plans providing short-term and long-term disability income, workers'
6 compensation and for determining eligibility for paid and unpaid leave
7 from work for medical reasons.

8 (4) The information may be disclosed to a provider of health care or other
9 health care professional or facility to aid the diagnosis or treatment of the
10 patient, where the patient or other person specified in subdivision (c) of
11 Section 56.21 is unable to authorize the disclosure. California Civil Code
12 § 56.20(c)(1)-(4).

13 150. Further, the California Confidentiality of Medical Information Act requires an employer to
14 get a written authorization from Plaintiff before disclosing Plaintiff's medical information. California Civil
15 Code § 56.21.

16 151. Defendant was Plaintiff's employer, and Plaintiff was Defendant's employee.

17 152. The information was not disclosed as a part of a judicial proceeding.

18 153. The information was not disclosed because it was at issue during a legal proceeding.

19 154. The information was not disclosed to maintain Plaintiff's health care plan.

20 155. The information was not disclosed to to a health care professional on behalf of Plaintiff.

21 156. Plaintiff never gave written authorization to disclose her medical information.

22 157. Plaintiff was harmed.

23 158. Defendant's conduct was a substantial factor in causing Plaintiff's harm.

24 159. As a result of Defendant's actions, Plaintiff sustained damages in an amount to be proven
25 at trial. In addition, Plaintiff is entitled to attorney's fees and costs.

26 ***ELEVENTH CAUSE OF ACTION***

27 ***Public Disclosure of Private Facts***

28 ***(Against All Defendants)***

160. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set
forth in this Complaint.

161. A Defendant is liable for public disclosure of private facts when defendant publicized
private information concerning plaintiff; plaintiff considered the publicity highly offensive; defendant

1 knew, or acted with reckless disregard of the fact of the offensiveness; the private information was not of
2 legitimate public concern. (CACI 1801).

3 162. Defendant publicized Plaintiff's cancer status and health treatment to the Region Director,
4 Jim Foley and then all District Managers in Plaintiff's region. Plaintiff then felt pressured to share her
5 status with her direct reports and team.

6 163. Plaintiff found the publication to be highly offensive because it was private health
7 information that she specifically did not want to share with anyone else at her job.

8 164. Defendant knew that Plaintiff would find the sharing offensive because Plaintiff directed
9 Defendants to not share the information with anyone else.

10 165. Plaintiff's health status is not of legitimate public concern as she was able to continue her
11 work and it did not inhibit her ability to function in her role.

12 166. Plaintiff was harmed.

13 167. Defendant's conduct was a substantial factor in causing Plaintiff's harm.

14 168. As a result of Defendant's actions, Plaintiff sustained damages in an amount to be proven
15 at trial. In addition, Plaintiff is entitled to attorney's fees and costs.

16 ***TWELVETH CAUSE OF ACTION***

17 *Gender Discrimination*

18 *Cal. Gov. Code § 12940*

19 *(Against All Defendants)*

20 169. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set
21 forth in this Complaint.

22 170. Government Code section 12940(a) provides in relevant part:

23 It is an unlawful employment practice . . . (a) [f]or an employer,
24 because of the . . . sex, gender . . . of any person . . . to discharge the person
25 from employment . . . or to discrimination against the person in
compensation or in terms, conditions, or privileged of employment.

26 171. Plaintiff is female.

27 172. Plaintiff was subjected to unwelcome gender discrimination.
28

1 173. Defendants was Plaintiff's employer, and Plaintiff was Defendants' employee.

2 174. Plaintiff were constantly harassed by her male manager. This harassment included
3 denying Plaintiff her merit increases and bonus, giving her poor performance reviews and threatened to
4 replace her employment.

5 175. In addition, Mr. Hitchcock made discriminatory remarks due to Ms. Alvarado's gender
6 and identity as a single mom when he said, "I don't know how a single mom and going through cancer
7 [someone] can handle this role." This led Ms. Alvarado to believe that Mr. Hitchcock was insinuating
8 that she should step down from her role because of her disability, gender, and identity as single mom.

9 176. Throughout her employment, Plaintiff made multiple complaints to Defendants about the
10 harassment and discrimination she received from her male manager. Despite Plaintiff's complaints of the
11 harassment, Defendants did not remedy the situation.

12 177. Plaintiff suffered harm when she was discriminated against by Defendants.

13 178. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

14 179. Under Government Code section 12940, Plaintiff is entitled to recover economic and
15 noneconomic damages caused by Defendants' discriminatory practices based on Plaintiff's gender and
16 violation of the Fair Employment and Housing Act. Plaintiff is also entitled to reasonable attorney's fees
17 and costs pursuant to Government Code section 12965.

18 180. As a result of Defendants' discriminatory treatment Plaintiff suffered emotional distress
19 and felt humiliated, embarrassed, anxious, and depressed.

20 181. The conduct of Defendants and each of them as described above was malicious, fraudulent,
21 or oppressive and done with a willful and conscious disregard for Plaintiff's rights. Defendants and each
22 of them, and their agents/employees or supervisors, authorized, condoned, and ratified the unlawful
23 conduct of each other. Consequently, Plaintiff is entitled to punitive damages against each of said
24 Defendants.

25 ***THIRTEENTH CAUSE OF ACTION***

26 *Discrimination And Retaliation Under the CFRA*

27 *in Violation of Cal. Gov. Code §§ 12945.2 Et Seq.*

28 *(Against All Defendants)*

1 182. Plaintiff re-pleads, re-alleges, and incorporates by reference each and every allegation set
2 forth in this Complaint.

3 183. The CFRA requires employers to provide twelve (12) weeks of leave for any employee
4 who has been employed by the company for over a year and has worked over 1,250 hours for the employer
5 over the previous year for family medical leave. The CFRA also requires employers to return an employee
6 who takes leave under the act to the same or comparable position at the conclusion of the employee's
7 leave.

8 184. Defendants are employers as defined by the CFRA. Defendants have over 50 employees
9 within a 75-mile radius of Plaintiff's work location. At the time of Plaintiff's request for leave, she had
10 been employed by Defendants for over one year and had worked for Defendants for over 1,250 hours
11 during the previous year.

12 185. In violation of the CFRA, Defendants and each of them retaliated and discriminated against
13 Plaintiff by threatening to replace her position and asking Plaintiff to return to work before fully healed
14 from her surgeries and treatments.

15 186. Plaintiff was denied working from home, denied bonuses, denied merit increases, denied
16 training, denied opportunity for advancement, denied workplace support and allowed Mr. Hitchcock to
17 harass and berate Plaintiff.

18 187. Defendants' acts were malicious, oppressive, or fraudulent with intent to vex, injure,
19 annoy, humiliate, and embarrass Plaintiff and in conscious disregard of the rights or safety of Plaintiff and
20 other employees of Defendants, and in furtherance of Defendants' ratification of the wrongful conduct of
21 the employees and managers of Defendants. Accordingly, Plaintiff is entitled to recover punitive damages
22 from Defendants.

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

27 189. As a result of Defendants and each of their actions, Plaintiff sustained economic damages
28 to be proven at trial. As a further result of Defendants' and each of their actions, Plaintiff suffered
emotional distress resulting in damages to be proven at trial.

190. The above discriminating conduct violates the CFRA, Cal. Gov. Code §§ 12945.2 *et seq.*, and California public policy and entitles Plaintiff to all categories of damages, including exemplary or punitive damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against the Defendants, and each of them, as follows:

1. Compensatory damages including emotional distress damages and lost wages, benefits and interest in a sum according to proof;
2. Interest on judgment, including prejudgment interest, at the legal rate;
3. Punitive damages against Defendant in a sum according to proof;
4. Attorney's fees and costs; and
5. For any further legal and equitable relief, the Court deems proper.

Dated: July 30, 2024.

RATNER MOLINEAUX, LLP



David S. Ratner
Shelley A. Molineaux
Attorneys for Plaintiff Alondra Alvarado

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

Respectfully submitted,

Dated: July 30, 2024.

RATNER MOLINEAUX, LLP

[Handwritten signature]

David S. Ratner
Shelley A. Molineaux
Attorneys for Plaintiff Alondra Alvarado