

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Stuart Rice

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Attorney for Plaintiff,

KAITLIN WILSON

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

KAITLIN WILSON, an individual

CASE NO.: 20STCV35607

Plaintiff,

COMPLAINT FOR DAMAGES FOR

VS.

1. SEX DISCRIMINATION IN VIOLATION OF FEHA

EASTWEST PROTO INC., a California Corporation; and DOES 1 through 50 inclusive.

2. VIOLATION OF LABOR CODE
§6310;

Defendants.

4. RETALIATION IN VIOLATION OF
FEHA;

5. FAILURE TO TAKE ALL REASONABLE STEPS TO

REASONABLE STEPS TO PREVENT DISCRIMINATION AND RETALIATION IN VIOLATION OF

6. WRONGFUL TERMINATION IN FEHA;

6. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;
7. FOR DECLARATORY RELIEF.

7. FOR DECLARATORY RELIEF.

PARTIES AND JURISDICTION

1. At the time of filing and all pertinent times mentioned in this Complaint, Plaintiff was and is a resident of the city of Santa Fe Springs, County of Los Angeles, State of California.

2. Plaintiff is informed and believes and on this basis alleges at all pertinent times mentioned in this Complaint, EASTWEST PROTO INC., (D/B/A Lifeline Ambulance, hereby referred to as LIFELINE) was and is a Corporation with doing business in the State of California.

3. Plaintiff is informed and believes that Defendant LIFELINE, at all relevant times herein, resided in the State of California, doing business in Los Angeles County where Plaintiff was employed. DOES 1 through 25 acted as agents, directly or indirectly, of LIFELINE, and DOES 1 through 50 in violating the FEHA and was therefore also an employer in the State of California, as defined in the FEHA.

4. At all relevant times, LIFELINE, as well as those named herein as Doe Defendants, have operated, and currently operate, as a single business enterprise. Though such Defendants have multiple corporate, entity, and individual personalities, there is but one enterprise and this enterprise has been so handled that it should respond, as a whole and jointly but severally by each of its constituent parts, for the acts committed by Defendants. Each corporation, individual and entity has been, and is, merely an instrument and conduit for the others in the prosecution of a single business venture. There is such a unity of interest and ownership among these Defendants that the separate personalities of the corporations, individuals and entities no longer exist. If the separate acts of the Defendants are treated as those of each Defendant alone, an inequitable result will follow in that Defendants will evade and effectively frustrate the statutes and statutory schemes set forth below which are meant to protect employee and the public's welfare, and Defendants separately may have insufficient assets to respond to the ultimate award of damages, restitution, costs, and penalties in this case. Further, an award of penalties against one or more of the Defendants alone will not accurately reflect the amount necessary for punishment of the entire business enterprise conducted by Defendants.

5. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who

1 therefore sues Defendants by such fictitious names. Plaintiff is informed and believes, and based
2 thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in
3 some manner for the events and happenings referred to herein and caused injury and damage
4 proximately thereby to Plaintiff as hereinafter alleged. DOES 1 through 25 refer to individual
5 Defendants, and DOES 26 through 50 refer to corporations, limited liability companies,
6 partnerships, or other business entities. Plaintiff will seek leave of the court to amend this
7 Complaint to reflect the true names and capacities of the Defendants designated hereinafter as
8 DOES when the same have been finally ascertained.

9 6. Whenever in this Complaint reference is made to “Defendants,” such allegations shall
10 be deemed to mean the acts of Defendants acting individually, jointly, and/or severally.

11 7. Plaintiff is informed and believes and thereon alleges, that at all times mentioned herein,
12 each of the Defendants was the agent, servant, employee, co-venturer, and co-conspirator of each
13 of the remaining Defendants, and was at all times herein mentioned, acting within the course,
14 scope, purpose, consent, knowledge, ratification, and authorization of such agency, employment,
15 joint venture, and conspiracy. Plaintiff is informed and believes and thereon alleges that DOES 1
16 through 25 are jointly and severally liable for the claims described herein.

17 8. At all times mentioned in the causes of action into which this paragraph is incorporated
18 by reference, each and every Defendant was the agent or employee of each and every other
19 Defendant. In doing the things alleged in the causes of action into which this paragraph is
20 incorporated by reference, each and every Defendant was acting within the course and scope of his
21 agency or employment and was acting with the consent, permission, and authorization of each of
22 the remaining Defendants. All actions of each Defendant alleged in the causes of action into
23 which this paragraph is incorporated by reference were ratified and approved by the officers or
24 managing agents of every other Defendant.

25 9. This action is brought pursuant to the California Fair Employment and Housing Act
26 (“FEHA”), Government Code §§ 12900 et seq., and the corresponding regulations of the
27 California Fair Employment and Housing Commission, and related laws and policies of this state.
28

10. Plaintiff has satisfied all private, administrative and judicial prerequisites to the institution of this action.

11. Plaintiff has met all of the jurisdictional requirements for proceeding with her claims under the FEHA by timely filing an administrative complaint with the Department of Fair Employment and Housing and receiving a Notice of Case Closure and Right to Sue letter on DATE. Attached as Exhibit 1 are true and correct copies of Plaintiff's Charge and Right to Sue letter. Plaintiff also caused a copy of such complaint and right to sue to be served on Defendants by certified U.S. mail, return receipt requested.

FACTS COMMON TO MORE THAN ONE CAUSE OF ACTION

12. On or about March 18th, 2019, Plaintiff began working as an Emergency Medical Technician for Lifeline Ambulance, where she was paid \$15 dollars an hour.

13. In or about September 2019, Plaintiff began working with Rayan Melendez as a respiratory therapist. Plaintiff and Rayan Melendez worked Tuesday, Wednesday, Friday, and Saturday at Lifeline station in Montebello, California. Plaintiff's primary job duties included transporting patients between facilities, assess patients prior to and during transportation, medically intervene under scope of practice, drive an ambulance, and work alongside Respiratory Therapists. Plaintiff was also required to lift up to 150 lbs.

14. In or about April 2020, Plaintiff's hours were changed from 40 hours a week to 30 hours a week due to lower call volumes as a result of COVID-19.

15. On or about April 18th, 2020, Plaintiff called dispatch to inform that she had injured her back during a call. Plaintiff was advised to contact the On-Duty Supervisor, Konnor Klipfel, to notify him of the situation. Plaintiff was sent to the nearest Reliant Urgent Care, where the Nurse Practitioner diagnosed her injury as a muscle strain and/or muscle spasm. Plaintiff was told to rest for the next two days.

16. On or about April 20th, 2020, Plaintiff had a follow up appointment in which she was cleared to return to work.

17. On or about April 21st, 2020, Plaintiff received a possible COVID-19 patient who was not cleared for SARS Cov-2. Plaintiff witnessed her partner, Rayan Melendez, call the On-Duty

1 Supervisor, Jorge Fazzini. Rayan Melendez told Jorge Fazzini that himself, Plaintiff, and the
2 Respiratory Therapist Luis Guillen, did not feel safe or comfortable taking a positive COVID-19
3 patient as they had not yet received their fitted N95 mask. LIFELINE had supplied Plaintiff and
4 her team with what they deemed to be “one size fits all masks,” but what were really “one size fits
5 most.” Rayan Melendez tried on the mask provided by LIFELINE, determining it was too large
6 for his face, as there was a gap under his chin in which he could fit two fingers. The mask could
7 not be classified by Plaintiff and her team as acceptable Personal Protective Equipment, as it did
8 not create a fitted seal beneath the chin, leaving them unprotected from COVID-19.

9 18. On or about April 21st, 2020, Rayan Melendez told On-Duty Supervisor Jorge Fazzini that
10 they would take the call if they were provided with the N95 Mask, to which Jorge Fazzini replied
11 by cancelling the call. At the end of Plaintiff’s shift, Rayan Melendez was called into Konnor
12 Klipfel’s office to speak with both Konnor Klipfel and Jorge Fazzini about his discomfort
13 transporting the COVID-19 patient without proper equipment. Plaintiff was not permitted to join
14 the meeting, and was therefore unable to share her safety concerns and discomfort with her
15 supervisors.

16 19. On or about April 21st, 2020, Plaintiff sent a text message to dispatch notifying them that
17 the ambulance had not been cleaned after transporting a potential COVID-19 patient the previous
18 day, April 20th, 2020. Plaintiff received no phone call or text back from dispatch or the On-Duty
19 Supervisor regarding her message. Luis Guillen, Plaintiff’s Respiratory Therapist, sent a text
20 message to his manager, “Tina,” and received no response.

21 20. On or about April 29th, 2020, Plaintiff received a call for a positive COVID-10 patient.
22 Plaintiff refused the call due to lack of proper Personal Protective Equipment, as they still had not
23 been provided N95 Masks. Dispatch requested that Plaintiff speak to the On-Duty Supervisor,
24 Jorge Fazzini. Plaintiff explained her discomfort to Jorge Fazzini, who told her to “tape under the
25 chin” to create a seal. Later that morning, Plaintiff received a call from On-Duty Supervisor Jorge
26 Fazzini in which he requested her size for the N95 mask and told her that he would see what he
27 could do to provide Plaintiff and her team with the correct equipment. Plaintiff never received a
28 follow up from Jorge Fazzini regarding the masks.

1 21. On or about May 6th, 2020, Plaintiff received a call regarding a positive COVID-19 patient
2 at the start of her shift. Plaintiff called Dispatch and spoke to dispatcher “Darlene.” Plaintiff
3 informed her that her team had not yet received their N95 masks and therefore did not feel
4 comfortable taking the call. Dispatch cancelled the call and assigned a new call to Plaintiff’s team.

5 22. On or about May 6th, 2020, Plaintiff and her team were assigned to a bariatric 5150 patient
6 who weighed 310 lbs. and had a height of 5’7. Plaintiff sent a text message to dispatch to follow
7 LIFELINE protocol and confirm a lift assist, in which two extra EMTs are assigned to the call to
8 help lift the patient safely. Dispatcher “Darlene” paged the Plaintiff, denying her request for lift
9 assist. Dispatcher “Darlene’s” page to the Plaintiff read “NEED YOU GUYS TO ATTEMPT OR
10 GET HELP FROM FAC (facility) WAS PLANNING ON SENDING MALE CREW TO RUN
11 THIS CALL BUT THEY GOT THE COVID CALL INSTEAD.” The page from Dispatcher
12 “Darlene” was both sexist and discriminatory.

13 23. Plaintiff felt unsafe taking the call, as it required her to lift more than the 150lb weight lift
14 limit assigned to each EMT. When the Plaintiff was hired at LIFELINE, she was required to take a
15 lift test of 150lb, and was told that the weight lift limit per EMT was 150lb each. Plaintiff felt that
16 lifting outside of her weight limit put the patient’s safety at risk. Plaintiff took the call because she
17 had refused the COVID-19 call prior. No incidents occurred during the call and the patient was
18 safe.

19 24. On or about May 6th, 2020, Plaintiff and Rayan Melendez were called into an end of shift
20 meeting with On-Duty Supervisor Jorge Fazzini, and Operations Manager David Munoz. In this
21 meeting, Plaintiff and Rayan Melendez were asked about the bariatric 5150 Patient. Jorge Fazzini
22 and David Munoz were told by the dispatcher, “Darlene,” that Plaintiff had refused the call and
23 that the patient was only 304lbs. This was false information as Plaintiff and Rayan Melendez had
24 taken the call and the Plaintiff was 310lbs, rather than 304lbs. Jorge Fazzini and David Munoz
25 questioned why Plaintiff had confirmed a lift assist, to which she responded that it was protocol to
26 request lift assist for anyone over 300lbs. At no point in the meeting did Jorge Fazzini or David
27 Munoz deny that LIFELINE protocol required lift assist to be called for any patient over 300lbs.
28 Jorge Fazzini and David Munoz also spoke to Plaintiff and Rayan Melendez about their refusal to

1 take the COVID-19 call that morning. Plaintiff and Rayan Melendez made it very clear to both
2 supervisors that they did not feel comfortable taking COVID-19 calls without proper personal
3 protective equipment because it put their own safety and the safety of others at risk. Jorge Fazzini
4 responded by telling Plaintiff and Rayan Melendez to tape the gap in the N95 mask. Jorge Fazzini
5 was condescending when speaking the Plaintiff and Rayan Melendez, stating that they did not
6 know how N95 masks worked, and any size N95 mask would be protective as COVID-19 was
7 transmitted through droplets. COVID-19 is an airborne virus, necessitating the use of sealed N95
8 masks.

9 25. On or about May 6th, 2020, Plaintiff and Rayan Melendez were told to wait outside Jorge
10 Fazzini's office. When Plaintiff and Rayan Melendez re-entered the office, On-Duty Supervisor
11 Konnor Klipfel was also present. Jorge Fazzini informed Plaintiff and Rayan Melendez that
12 LIFELINE was in compliance with CDC guidelines for COVID-19 patients and would therefore
13 continue their method of operation. LIFELINE was not in compliance with CDC COVID-19
14 guidelines, which state

15 “Under serious outbreak conditions in which respirator supplies are severely limited, however,
16 you may not have the opportunity to be fit tested on a respirator before you need to use it.
17 While this is not ideal, in this scenario, you should work with your employer to choose the
18 respirator that fits you best, as, even without fit testing, a respirator will provide better
19 protection than a facemask or using no respirator at all. If possible, start with the size you have
20 been fit tested for previously, but as size can vary by manufacturer and model, you may need
21 to wear a different size to achieve a good fit...the respirator should fit over your nose and
22 under your chin.”

23 26. LIFELINE did not allow Plaintiff and Rayan Melendez to try on a variety of N95 models
24 for best fit to ensure patient and employee safety and were therefore not in compliance with CDC
25 guidelines for COVID-19.

26 27. David Munoz informed Plaintiff and Rayan Melendez that they were not in trouble, and a
27 verbal warning was not issued. David Munoz stated that he was simply looking for clarity on that
28 day's calls and wanted to determine a solution for the N95 mask issue. At the end of the meeting

1 on or about May 6th, 2020, Plaintiff informed David Munoz, Jorge Fazzini, and Konnor Klipfel of
2 the sexist remark made by “Darlene.” David Munoz told the Plaintiff to contact Human Resources
3 to file a complaint.

4 28. After the May 6th, 2020, meeting, Plaintiff emailed Nicole Sternquist, who worked in
5 Human Resources, informing her of the situation with “Darlene” from dispatch. Nicole Sternquist
6 informed the Plaintiff that she would be investigating the incident alongside the Operations
7 department.

8 29. On or about May 9th, 2020, Dispatch requested that the Plaintiff come to dispatch because
9 they “had something for her.” Dispatcher “Lance” then provided Plaintiff with a small N95.
10 Plaintiff concluded that LIFELINE was in possession of size small N95 masks.

11 30. On or about May 12th, 2020, Plaintiff and Rayan Melendez took two positive COVID-19
12 patient calls. There were no incidents during the first call. Prior to running the second call,
13 Plaintiff called the On-Duty Supervisors to inform them that there was only one N95 mask on the
14 ambulance that fit Rayan Melendez. On-Duty Supervisors then sent “Cody” to provide the
15 Plaintiff with a size small N95 mask.

16 31. On or about May 12th, 2020, Plaintiff and Rayan Melendez were called into two separate
17 meetings. Nicole Sternquist, Director of Communication and Human Resources, and On-Duty
18 Supervisor Jorge Fazzini spoke with Rayan Melendez first. Plaintiff spoke with Nicole Sternquist,
19 Jorge Fazzini, and the Chief Operations Officer, Michelle Dodgen, after Rayan Melendez. Nicole
20 Sternquist began the meeting by discussing her investigation into the sexist remark made by
21 “Darlene” from Dispatch on May 6th, 2020. Nicole Sternquist informed Plaintiff that she had
22 spoken to “Darlene” to get the “full story” of what had happened on May 6th, 2020. Nicole
23 Sternquist had never formally spoken with the Plaintiff in order to understand the series of events
24 from the Plaintiff’s perspective. This was against LIFELINE company policy. Nicole Sternquist
25 also stated that “LIFELINE did not have a max weight per EMT and the bariatric patients are
26 350lb and above.” Plaintiff informed Nicole Sternquist and the others at the meeting that she had
27 been told that bariatric patients were 300lb and above during orientation, to which they responded
28

1 that she had been incorrectly informed. No one had ever informed Plaintiff she was incorrect
2 regarding the 300lb limit during the year long period she had been working at LIFELINE.

3 32. Nicole Sternquist proceeded to tell the Plaintiff that she had listened to the phone call
4 recordings between “Darlene” from Dispatch and the Plaintiff, and “Darlene” was not being
5 sexist, condescending, or rude to the Plaintiff. Plaintiff informed Nicole Sternquist that she had
6 never cited the phone-call with “Darlene” as sexist, and had only referenced the page “Darlene”
7 had sent her. Nicole Sternquist and Michelle Dodgen dismissed Plaintiff’s complaint, stating that
8 “Darlene” had not meant the page to be sexist. Michelle Dodgen told the Plaintiff that “male crews
9 used to be a thing and some females prefer it that way, that men get the heavier patients.” Plaintiff
10 was further offended by Michelle Dodgen’s comment, as it insinuated that male EMTs are better
11 equipped for the job. Human Resources proceeded to close the case with no further action towards
12 “Darlene.”

13 33. The May 12th, 2020, meeting shifted towards a discussion of the N95 masks and Plaintiff
14 and Rayan Melendez’s refusal to take the COVID-19 call on April 29th and May 6th of 2020.
15 Plaintiff explained that the CDC states that if a mask does not fit, it is not protective, and it is
16 therefore reasonable for herself and Rayan Melendez to refuse a call should they not have personal
17 protective equipment. During this meeting, Michelle Dodgen continued to ask Plaintiff what was
18 “really wrong,” and stating that she was “obviously emotional about something.” When Plaintiff
19 disagreed and stated that she was upset because she felt unsafe and discriminated against at work,
20 Michelle Dodgen told the Plaintiff that she was “not allowed” to speak to the r”in that tone” and
21 that the Plaintiff was being “aggressive.” At no point during the meting did Plaintiff yell, curse, or
22 threaten anyone in any way. Plaintiff explained that she was simply voicing her opinion, to which
23 Michelle Dodgen responded by telling her that she was suspended effective immediately due to
24 the way the Plaintiff spoke to her. Jorge Fazzino and Nicole Sternquist placed a final written
25 warning in front of the Plaintiff and requested that she sign it. The Plaintiff had never received a
26 verbal or written warning prior to receiving the final warning. Plaintiff refused to sign. An hour
27 later, Plaintiff received a text message from On-Duty Supervisor Konnor Klipfel informing her
28 that she had a Human Resource meeting at noon on May 13th, 2020.

1 34. On or about May 13th, 2020, Plaintiff had a meeting with Nicole Sternquist and Jorge
2 Fazzini at Montebello Station. Jorge Fazzini informed the Plaintiff that upper management spoke
3 and determined that Plaintiff would be terminated. Plaintiff requested to know the grounds for her
4 termination, to which Nicole Sternquist responded “insubordination.” Plaintiff refused to sign the
5 termination form as the termination was wrongful. Plaintiff requested her personal file, written
6 summaries of incidents, and copies of phone recordings. Nicole Sternquist informed Plaintiff that
7 she would have to send an email request to receive those documents. Plaintiff signed for her last
8 check and was told to turn in her uniform within the next 24 hours.

9 35. On or about May 13th, 2020, Rayan Melendez and Plaintiff sent separate emails to Nicole
10 Sternquist requesting their personal file, written summaries of incidents, and phone recordings.
11 Plaintiff also requested a summary regarding her termination and in which ways she had violation
12 “policy 3000.3, Prohibited Conduct, and 3000.1 Harrasment,” and all written documentation
13 pertaining to this termination.

14 36. On or about May 15th, 2020, Nicole Sternquist replied to Plaintiff and Rayan Melendez
15 notifying them that only their personal file would be sent. Nicole Sternquist stated that their
16 termination was due to harassment.

17 37. Rayan Melendez and Plaintiff did not at any time engage in harassing behavior. Plaintiff
18 and Rayan Melendez continuously referenced their safety and gender discrimination concerns to
19 their supervisors, which went largely ignored. LIFELINE did not provide Plaintiff or Rayan
20 Melendez with proper personal protective equipment.

21 38. Plaintiff is informed and believes that she was terminated for complaining about gender
22 discrimination, safety hazards, and patient safety infringements taking place at LIFELINE.

FIRST CAUSE OF ACTION

SEX DISCRIMINATION IN VIOLATION OF FEHA

27 As a first, separate and distinct cause of action, Plaintiff complains against LIFELINE and
28 DOES 26 through 50, and each of them, and for a cause of action alleges:

39. Plaintiff hereby incorporates by reference Paragraphs 1 through 38, inclusive, as if set forth here in full.

40. Defendants LIFELINE AMBULANCE and DOES 26 through 50 are employers in the State of California, as defined by the California Fair Employment and Housing Act. Cal. Gov. Code §12926(d).

41. At all times herein mentioned, California Government Code §§12940, et seq., was in full force and effect and were binding upon Defendants. Said sections prohibit Defendants from discriminating against an employee on the basis of her sex, among other things.

42. Plaintiff filed a complaint with the California Department of Fair Employment and Housing within one year of the discrimination. The Department issued Plaintiff a right-to-sue letter, and this complaint was properly served on Defendants. Plaintiff has exhausted her administrative remedies.

43. At all times during Plaintiff's employment with Defendants and each of them Plaintiff performed her duties in an exemplary fashion.

44. As described above, Plaintiff suffered adverse employment actions, including being harassed, conditions and/ or privileges of her employment, to which she was entitled, all of which resulted proximately from the actions of Defendants. Specific conduct is described above.

45. Defendants' discriminatory actions against Plaintiff, as alleged above, constituted unlawful discrimination in employment on account of sex, in violation of Government Code section 12940(a).

46. Plaintiff suffered damages legally caused by the sex discrimination in violation of the California Fair Employment and Housing Act as stated in the section below entitled "DAMAGES" which is incorporated here to the extent as if set forth here in full.

SECOND CAUSE OF ACTION

VIOLATION OF LABOR CODE § 6310

*(Against Defendant EASTWEST PROTO INC., D/B/A LIFELINE AMBULANCE and
DOES 26 through 50)*

1 As a second, separate and distinct cause of action, Plaintiffs complain against Defendants
2 LIFELINE and DOES 26 through 50, and each of them, and for a cause of action alleges:

3 47. Plaintiffs hereby incorporates by reference as though fully set forth herein, those
4 allegations from paragraphs 1 through 46, as though fully stated herein.

5 48. Cal. Labor Code § 6310 prohibits employers from retaliating against and discharging an
6 employee for complaining about working conditions which Plaintiff reasonably believed violated
7 laws of the state of California, including workplace safety rules and regulations promulgated by
8 California Occupational Safety and Health Administration as well as other laws related to
9 workplace safety.

10 49. Plaintiffs are informed and believe, and thereon alleges, that employers, as defined in Cal.
11 Labor Code § 6304, are prohibited from taking any actions described in Cal. Labor Code § 6310
12 against any employees, which Plaintiff is informed and believes, and thereon alleges, are included
13 in the definition of Cal. Labor Code § 6304.1.

14 50. On April 29th, 2020, Plaintiff informed supervisors that herself and team member Rayan
15 Melendez were not comfortable taking COVID-19 related calls without CDC compliant personal
16 protective equipment. Plaintiff explained to her supervisors that doing so would endanger herself,
17 patients, and the community at large. Supervisors disregarded Plaintiff's concerns, stating that
18 they had the proper equipment (being N95 masks), though Plaintiff had informed that they did not
19 fit correctly, and were therefore ineffective.

20 51. On or about May 6th, 2020, Plaintiff requested lift assist for a 310lb patient, due to 150lb
21 weight limits being set for each Emergency Dispatch Technician at LIFELINE. Dispatcher
22 "Darlene" denied lift assist, placing both the Plaintiff and the patient in danger. Further details are
23 compiled above.

24 52. Defendants, and each of them, discharged Plaintiff's employment, and further
25 discriminated against Plaintiff after Plaintiff made oral and/or written complaints regarding health,
26 safety and/or working conditions to Defendants, their employers, by and through their agents and
employees.

27 53. Plaintiffs are informed and believed, and thereon alleges that because of their making
28 complaints regarding health, safety and/or working conditions to Defendants, their employers,

1 Plaintiffs were discharged from their employment and/or otherwise discriminated and retaliated
2 against by Defendants.

3 54. Plaintiffs suffered damages legally caused by the wrongful termination as stated in the
4 section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set
5 forth here in full.

6 **THIRD CAUSE OF ACTION**

7 **HARASSMENT IN VIOLATION OF FEHA**

8 ***(Against Defendant EASTWEST PROTO INC., D/B/A LIFELINE AMBULANCES and
9 DOES 1 through 50)***

10 As a third, separate and distinct cause of action, Plaintiff complains against Defendants
11 LIFELINE, and DOES 26 through 50 and each of them and for a cause of action alleges:

12 55. Plaintiff hereby incorporates by reference Paragraphs 1 through 54, inclusive, as though set
13 forth here in full.

14 56. Plaintiff is informed and believes and on that basis alleges Defendants LIFELINE and
15 DOES 1 through 50 are employers in the State of California as defined by the California Fair
16 Employment and Housing Act.

17 57. DOES 1 through 25 acted as agents, directly or indirectly of Defendants LIFELINE and
18 DOES 26 through 50 in violating the Fair Employment and Housing Act and were therefore also
19 employers in the State of California, as defined in the California Fair Employment and Housing
20 Act.

21 58. At all times herein mentioned, California Government Code §§12940, et seq., was in full
22 force and effect and were binding upon Defendants. Said sections prohibit Defendants from
23 harassing an employee on the basis of her sex, and for complaining about unsafe working
24 conditions, and prohibit allowing a hostile work environment to exist, among other things.

25 59. Plaintiff filed a complaint with the California Department of Fair Employment and Housing
26 on DATE within one year of the harassment. The Department issued Plaintiff a right-to-sue letter
27 within one year of the filing of this complaint, which was properly served on Defendants. Plaintiff
28 has exhausted her administrative remedies.

1 60. During the course of Plaintiff's employment, Defendants LIFELINE and DOES 1 through
2 50 created and allowed to exist a hostile work environment and harassed and discriminated against
3 Plaintiff on the basis of her sex, and complaints of unsafe working conditions. The acts were
4 severe and pervasive and altered the terms and conditions of her employment and created an
5 abusive work environment. Specific conduct is described above in the preceding paragraphs. In so
6 acting, Defendants violated FEHA.

7 61. A reasonable person in Plaintiff's circumstances would have considered the work
8 environment to be hostile and/or abusive.

9 62. Defendants LIFELINE, and DOES 26 through 50 knew or should have known of these
10 harassing and discriminatory actions because Plaintiff complained to the LIFELINE executives
11 and to several supervisors and managers regarding the harassment and discrimination. Despite
12 Defendant's actual knowledge of the harassment and discrimination, Defendants failed to take
13 immediate and appropriate corrective action to stop the harassment. Defendants LIFELINE and
14 Does 26 through 50 are therefore liable for the harassment under the provisions of Government
15 Code Section 12940(j)(1).

16 63. As a proximate result of the harassment by Defendants, Plaintiff was terminated on May
17 13th, 2020.

18 64. Plaintiff suffered damages legally caused by the harassment in violation of the Fair
19 Employment and Housing Act as stated in the section below entitled "DAMAGES" which is
20 incorporated here to the extent as if set forth here in full.

FOURTH CAUSE OF ACTION

RETALIATION IN VIOLATION OF FEHA

23 (Against Defendants EASTWEST PROTO INC., D/B/A LIFELINE AMBULANCES, and Does
24 26 through 50)

25 As a fourth, separate and distinct cause of action, Plaintiff complains against Defendants
26 LIFELINE and Does 26 through 50, and each of them, and for a cause of action alleges:

27 65. Plaintiff hereby incorporates by reference Paragraphs 1 through 64, inclusive, as though set
28 forth here in full.

1 66. Defendants, and each of them, were motivated to discriminate against Plaintiff on grounds
2 that violate the FEHA, codified in the Government Code, and in retaliation for her engagement in
3 a protected activity, specifically for her complaints regarding sex discrimination, a hostile work
4 environment, and for complaining about unsafe working conditions all in violation of Government
5 Code section 12940(h).

6 67. Plaintiff suffered damages caused legally by these Defendants' unlawful conduct, as stated
7 in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if
8 set forth here in full.

FIFTH CAUSE OF ACTION

10 **FAILURE TO TAKE ALL REASONABLE STEPS TO PREVENT DISCRIMINATION**
11 **AND RETALIATION IN VIOLATION OF FEHA**

12 (Against Defendants EASTWEST PROTO INC., D/B/A LIFELINE AMBULANCES, and Does
13 26 through 50)

14 As an fifth, separate and distinct cause of action, Plaintiff complains against Defendants
15 LIFELINE and Does 26 through 50, and each of them, and for a cause of action alleges:

16 68. Plaintiff hereby incorporates by reference Paragraphs 1 through 67, inclusive, as though set
17 forth here in full.

18 69. Plaintiff is informed and believes and thereon alleges that Defendants failed to take all
19 reasonable steps necessary to prevent discrimination and to provide Plaintiff with a work
20 environment free from discrimination in violation of Government Code § 12940(k).

21 70. Corporate Defendants and DOES 26 through 50 knew, or should have known of the
22 discriminatory actions taken against Plaintiff.

23 71. Because of the aforementioned discrimination, it is clear that Defendants LIFELINE and
24 DOES 26 through 50 did not have a company policy that prohibited discrimination. Even if a
25 “paper” policy existed, such policy was ineffective, as in practice, Defendants failed and refused to
26 follow such policy.

27 72. Because Defendants LIFELINE and DOES 26 through 50 never instituted an adequate
28 discrimination policy, Plaintiff was subjected to discriminatory treatment on account of her sex, and

1 for complaining about unsafe working conditions, and retaliated against for complaining about such
2 treatment.

3 73. Defendants LIFELINE and DOES 26 through 50's failure to institute an adequate
4 discrimination policy resulted in injury to Plaintiff, as had Defendants LIFELINE and DOES 26
5 through 50 taken adequate steps to prevent discrimination, Plaintiff would not have been
6 terminated.

7 74. Plaintiff suffered damages legally caused by the discrimination as a result of Defendants
8 failure to take all reasonable steps to prevent discrimination in violation of the Fair Employment
9 and Housing Act as stated in the section below entitled "DAMAGES" which is incorporated here to
10 the extent as if set forth here in full.

11 **SIXTH CAUSE OF ACTION**

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

13 *(Against Defendant EASTWEST PROTO INC., D/B/A LIFELINE AMBULANCES and
14 DOES 26 through 50)*

15 As a sixth, separate and distinct cause of action, Plaintiff complains against Defendant
16 LIFELINE and DOES 26 through 50, and each of them, and for a cause of action alleges:

17 75. Plaintiff hereby incorporates by reference Paragraphs 1 through 74, inclusive, as if set forth
18 here in full.

19 76. Public policy of the state of California prohibits employers from discharging or
20 discriminating against an employee because of her sex, and for reporting unsafe working
21 conditions. Such public policy is set forth in California common law and the FEHA and is a
22 fundamental policy of this state.

23 77. Public policy of the State of California prohibits employers from retaliating against an
24 employee for engaging in a protected activity, including but not limited to protesting unsafe
25 working conditions and other safety hazards, and complaining about sex discrimination. Such
26 public policy is set forth in California in the FEHA and is a fundamental policy of this state.

27 78. Public policy of the state of California prohibits a person from aiding and abetting in
28 discharging or discriminating against an employee because of her sex, and for reporting unsafe

1 working conditions. Such public policy is set forth in California in the FEHA and is a fundamental
2 policy of this state.

3 79. However, in direct retaliation for her numerous complaints about discrimination and
4 harassment, Defendants and each of them terminated Plaintiff.

5 80. Plaintiff believes and thereon alleges that because of Plaintiff's complaints of discrimination
6 and harassment on account of her sex, and for reporting unsafe working conditions, Defendants
7 took adverse actions against Plaintiff including but not limited terminating Plaintiff's employment.

8 81. Plaintiff suffered damages legally caused by the termination in violation of public policy as
9 stated in the section below entitled "DAMAGES" which is incorporated here to the extent as if set
10 forth here in full.

11 **SEVENTH CAUSE OF ACTION**

12 **FOR DECLARATORY RELIEF**

13 **(Against Defendants EASTWEST PROTO INC., D/B/A LIFELINE AMBULANCES, and Does 1
14 through 50)**

15 As a seventh, separate and distinct cause of action, Plaintiff complains against Defendants
16 LIFELINE and DOES 1 through 50 and each of them and for a cause of action alleges:

17 82. Plaintiff hereby incorporates by reference Paragraphs 1 through 81, inclusive, as though set
18 forth here in full.

19 83. Government Code § 12920 sets forth the public policy of the State of California as follows:

20 "It is hereby declared as the public policy of this state that it is necessary to protect and
21 safeguard the right and opportunity of all persons to seek, obtain, and hold employment
22 without discrimination or abridgment on account of race, religious creed, color, national
23 origin, ancestry, physical disability, mental disability, medical condition, genetic
24 information, marital status, sex, gender, gender identity, gender expression, age, or sexual
25 orientation.

26 It is recognized that the practice of denying employment opportunity and discriminating in
27 the terms of employment for these reasons foments domestic strife and unrest, deprives
28 the state of the fullest utilization of its capacities for development and advancement, and

1 substantially and adversely affects the interests of employees, employers, and the public in
2 general. Further, the practice of discrimination because of race, color, religion, sex,
3 gender, gender identity, gender expression, sexual orientation, marital status, national
4 origin, ancestry, familial status, source of income, disability, or genetic information in
5 housing accommodations is declared to be against public policy.

6 It is the purpose of this part to provide effective remedies that will eliminate these
7 discriminatory practices. This part shall be deemed an exercise of the police power of the
8 state for the protection of the welfare, health, and peace of the people of this state.

9 84. Government Code §12920.5 embodies the intent of the California legislature and states:

10 “In order to eliminate discrimination, it is necessary to provide effective remedies that will
11 both prevent and deter unlawful employment practices and redress the adverse effects of
12 those practices on aggrieved persons. To that end, this part shall be deemed an exercise of
13 the Legislature's authority pursuant to Section 1 of Article XIV of the California Constitution.”

14 85. Moreover, Government Code §12921, subdivision (a) says in pertinent part:

15 “The opportunity to seek, obtain, and hold employment without discrimination because of
16 race, religious creed, color, national origin, ancestry, physical disability, mental disability,
17 medical condition, genetic information, marital status, sex, gender, gender identity, gender
18 expression, age, or sexual orientation is hereby recognized as and declared to be a civil
19 right.”

20 86. Pursuant to Code of Civil Procedure §1060, Plaintiff desires a judicial determination of the
21 rights and duties owed to her by Defendants, and a declaration that her protected status as female
22 who opposed and complained of discrimination and harassment, was a substantial motivating factor
23 in the decision to terminate her employment with Defendants LIFELINE.

24 87. A judicial declaration is necessary and appropriate at this time under the circumstances in
25 order that Plaintiff, for herself and on behalf of employees of the State of California and in
26 conformity with the public policy of the State, obtain a judicial declaration of the wrongdoing of
27 Defendants and to condemn such discriminatory employment policies or practices. (*Harris v. City*
28 *of Santa Monica* (2013) 56 Cal.4th 203.)

1 88. A judicial declaration is necessary and appropriate at this time such that Defendants may
2 also be aware of its obligations under the law to not engage in discriminatory practices in violation
3 of law.

4 89. Government Code §12965(b) provides that an aggrieved party, such as the Plaintiff herein,
5 may be awarded reasonable attorney's fees and costs. "In civil actions brought under this section,
6 the court, in its discretion, may award to the prevailing party, including the department, reasonable
7 attorney's fees and costs, including expert witness fees." Such fees and costs expended by an
8 aggrieved party may be awarded for the purpose redressing, preventing, or deterring discrimination.

DAMAGES

10 || **WHEREFORE**, Plaintiff requests relief as hereinafter provided:

11 90. As a legal result of the conduct by Defendants and each of them, of which Plaintiff
12 complains, Plaintiff suffered and continues to suffer substantial losses in earnings and other
13 employee benefits. Plaintiff will seek to amend this Complaint to state the amount or will proceed
14 to proof at trial.

15 91. Plaintiff suffered emotional distress as a legal result of the conduct by Defendants and each
16 of them, of which Plaintiff complains. Plaintiff has suffered mental distress, humiliation,
17 embarrassment, anger, disappointment, and worry, all of which is substantial and enduring.
18 Plaintiff will seek to amend this complaint to state the amount or will proceed according to proof
19 at trial.

20 92. At all material times, Defendants, and each of them, knew that Plaintiff depended on his
21 wages and other employment benefits as a source of earned income. At all material times,
22 Defendants were in a position of power over Plaintiff, with the potential to abuse that power.
23 Plaintiff was in a vulnerable position because of her relative lack of power, because of her reliance
24 on Defendants' assurances and forbearance of the possibility of becoming employed elsewhere,
25 because she had placed her trust in Defendants, because she relied upon her employment for her
26 self-esteem and sense of belonging, because she relied on her employment as a source of income
27 for her support for her family, because a wrongful termination of Plaintiff's employment would
28 likely cause harm to Plaintiff's ability to find other employment, and because of the great disparity

1 in bargaining power between the Plaintiff and his employer. Defendants were aware of Plaintiff's
2 vulnerability and the reasons for it.

3 93. Notwithstanding such knowledge, Defendants, and each of them, acted oppressively,
4 fraudulently, and maliciously, in willful and conscious disregard of Plaintiff's rights, and with the
5 intention of causing or in reckless disregard of the probability of causing injury and emotional
6 distress to the Plaintiff.

7 94. Further, Defendants, and each of them, were informed of the oppressive, fraudulent, and
8 malicious conduct of their employees, agents, and subordinates, and ratified, approved, and
9 authorized that conduct.

10 95. The foregoing conduct of Defendants, and each of them, was intentional, willful, and
11 malicious, so as to justify an award of exemplary and punitive damages under California Civil
12 Code § 3294 in an amount to conform to proof.

PRAYER

14 || **WHEREFORE**, Plaintiff prays for judgment against Defendants, and each of them, as follows:

15 1. For an award of monetary damages representing compensatory damages including lost
16 wages, earnings, retirement benefits and other employee benefits, and all other sums of money,
17 together with interest on these amounts, according to proof;

18 2. For an award of monetary damages for mental pain and anguish and emotional distress,
19 according to proof;

20 3. For an award of punitive damages in an amount appropriate to punish the Defendants and
21 deter others from engaging in similar misconduct, according to proof;

22 4. For restitution of full amounts, plus interest at the legal rate, for the reasonable value of
23 benefits or services conferred;

24 || 5. For pre-judgment and post-judgment interest;

25 6. For the costs of suit incurred herein;

26 || 7. For an award of attorney's fees and costs, as allowed by law;

27 8. For an award of civil penalties pursuant to California Labor Code §1102.5; and

28 ||| 9. For any other relief the Court deems just and proper.

1
2
3 Dated: September 16, 2020

THE RUBIN LAW CORPORATION

4
5
6 Steven M. Rubin, Esq. _____
7 Attorney for Plaintiff, KAITLIN WILSON

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff hereby demands trial by jury for this matter.

10 Dated: September 16, 2020

THE RUBIN LAW CORPORATION

11
12 Steven M. Rubin, Esq. _____
13 Attorneys for Plaintiff, KAITLIN WILSON

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**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

September 16, 2020

Steven Rubin
1875 Century Park East, Suite 1230
Los Angeles, California 90067

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 202009-11265016
Right to Sue: Wilson / Eastwest Proto Inc.

Dear Steven Rubin:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing

**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

September 16, 2020

RE: Notice of Filing of Discrimination Complaint

DFEH Matter Number: 202009-11265016

Right to Sue: Wilson / Eastwest Proto Inc.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. This case is not being investigated by DFEH and is being closed immediately. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to DFEH is requested or required.

Sincerely,

Department of Fair Employment and Housing

**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

September 16, 2020

Kaitlin Wilson
11107 Broaded Street
Santa Fe Springs, California, California 90670

RE: Notice of Case Closure and Right to Sue
DFEH Matter Number: 202009-11265016
Right to Sue: Wilson / Eastwest Proto Inc.

Dear Kaitlin Wilson:

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective September 16, 2020 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Kaitlin Wilson

DFEH No. 202009-11265016

Complainant,

vs.

Eastwest Proto Inc.
1120 S Maple Ave
Montebello, California 90640

Respondents

1. Respondent **Eastwest Proto Inc.** is an employer **Eastwest Proto Inc.** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).
- 2.
3. Complainant **Kaitlin Wilson**, resides in the City of **Santa Fe Springs, California**, State of **California**.
4. Complainant alleges that on or about **May 12, 2020**, respondent took the following adverse actions:

Complainant was harassed because of complainant's sex/gender.

Complainant was discriminated against because of complainant's sex/gender and as a result of the discrimination was terminated, reprimanded.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment and as a result was terminated.

Additional Complaint Details: Kaitlin Wilson began working for Eastwest Proto inc (Lifeline ambulance) in March of 2019. She worked as an EMT along a respiratory therapist four days a week. On April 18th, 2020, Kaitlin Wilson called EMT dispatch to inform them that she had injured her back during a call. Konnor Klipfel, the on duty supervisor, advised her to go to Urgent Care where she was diagnosed with a back injury and told to stay off of work for the next two days. On April 20th, 2020, Kaitlin Wilson was cleared to return to work. On April 21st, 2020, Kaitlin Wilson and her partner, Rayan Melendez, received a call for a possible COVID-19 patient. Kaitlin Wilson witnessed her partner, Rayan Melendez, call

1 Supervisor Jorge Fazzini to inform him that himself and Kaitlin Wilson did not have access to
2 the proper N95 masks to protect the patient and themselves against COVID-19 and
3 therefore did not feel comfortable taking the call. Jorge Fazzini told Rayan Melendez the
4 masks were "One size fits all," when really they were "one size fits most." Rayan Melendez
5 tried the mask on and could fit two fingers underneath the chin. When Melendez told Jorge
6 Ffazzini this, Jorge told him to "tape the bottom." Rayan Melendez informed Jorge Fazzini
7 they would take the call if they were given N95 masks, Fazzini responded by cancelling the
8 call. At the end of the shift, Rayan Melendez was called in to speak with Jorge Fazzini and
9 Konnor Klipfel, Kaitlin Wilson was not allowed to join the meeting, and was therefore unable
10 to share her safety concerns. On April 21st, 2020, Kaitlin Wilson sent a text message to
11 disdpach notifying them that the ambulance had not been properly disinfected after
12 transporting a potential COVID-19 patient the previous day. She received no response. On
13 April 29th, 2020, Kaitlin Wilson received a call for a positive COVID-19 patient.. She refused
14 the call due to lack of Personal Protective Equipment, as she still had not been provided
15 with the proper N95 mask. Jorge Fazzini informed Kaitlin Wilson he would find one for her,
16 but she never received a follow up message from him. Dispatch cancelled the call after
17 Kaitlin Wilson informed them she did not feel comfortable taking the call without the proper
18 equipment. On or about May 6th, 2020, Kaitlin Wilson received a call regarding a positive
19 COVID-19 patient. She called dispatch and spoke to dispatcher "Darlene," informing her she
20 did not feel comfortable taking the call as she did not have the proper protective equipment.
21 On May 6th, 2020, Kaitlin Wilson and Rayan Melendez were assigned a new call to a
22 Bariatric patient who weighed 310lbs. Kaitlin Wilson sent a message to Dispatch requesting
23 lift assist, as she was informed and believed that the max weight limit each EMT could hold
24 was 150lbs. Dispatcher "Darlene" paged Ms. Wilson, denying her request for lift assist and
25 stating "NEED YOU GUYS TO ATTEMPT OR GET HELP FROM FAC (facility) WAS
PLANNING ON SENDING MALE CREW TO RUN THIS CALL BUT THEY GOT THE COVID
CALL INSTEAD." The page from "Darlene" was sexist and discriminatory. On May 6th,
2020, Ms. Wilson and her partner Rayan Melendez were called into an end of shift meeting
with Jorge Fazzini and Operations Manager David Munoz. During this meeting they were
asked about the Bariatric 51550 patient, as they were told by dispatcher "Darlene" that they
had refused the call and the patient was only 340lbs. Kaitlin Wilson explained that they had
taken the call, and that the patient was 310 lbs. She also explained that she was informed
that any patient over 300lbs required more than two EMTs to be lifted safely. according to
protocol At no point did Jorge Fazzini or David Munoz deny that this was Lifeline Protocol.
They asked Kaitlin Wilson and Rayan Melendez about their refusal to take the COVID-19
call, to which they responded they did not feel comfortable taking COVID-19 calls without
the proper N95 masks. No verbal warning was issued to Ms. Wilson or Mr. Melendez during
the meeting, nor were they informed they were in any sort of trouble. On May 6th, 2020,
Kaitlin Wilson emailed Nicole Sternquist from Lifeline HR about Dispatcher "Darlene's"
sexist and discriminatory page. Nicole Sternquist told Kaitlin Wilson she would investigate
the claim. On May 12th, 2020, Rayan Melendez and Kaitlin Wilson were called into two
separate meetings. Nicole Sternquist, Michelle Dodgen, and Jorge fazzini spoke to Kaitlin
Wilson. Nicole Sternquist informed Ms. Wilson that she had spoken to "Darlene" to get the
"full story" of what happened on May 6th, 2020. Nicole Sternquist had never formally spoken
with Ms. Wilson regarding her allegation to understand the series of events from her
perspective. Nicole Sternquist informed Ms. Wilson that she had listened to the phone call
recordings between "Darlene" and Kaitlin Wilson, in which "Darlene" was not being

1 condescending, sexist, or rude to Ms. Wilson. Kaitlin Wilson informed Nicole Sternquist that
2 she had never mentioned their phone-call, and only referenced the page sent by "Darlene"
3 as sexist. Michelle Dodgen told Ms. Wilson, "male crews used to be a thing and some
4 females prefer it that way, that men get the heavier patients." Ms. Wilson was further
5 offended by Michelle Dodgen's statement. Nicole Sternquist told Ms. Wilson Lifeline did not
6 have a max weight protocol, to which Ms. Wilson responded by stating that she had taken a
7 weight lift test of 150lbs upon hiring, and had been told during orientation that the protocol
8 was that patients of 300lbs or over required more than two EMTs to lift safely. Nicole
9 Sternquist denied these claims and shifted the focus to Ms. Wilson's refusal to take COVID-
10 19 calls. Ms. Wilson explained the CDC guidelines and her concerns for her own safety and
11 the safety of the patient. Michelle Dodgen consistently asked Ms. Wilson what was "really
12 wrong," and told her that she was "obviously emotional about something." When Ms. Wilson
13 disagreed and stated that she was upset due to her safety concerns and her belief that she
14 was being discriminated against, Michelle Dodgen told her she was "not allowed" to speak
15 to her "in that tone" and that Ms. Wilson was being "aggressive." Ms. Wilson said she was
16 simply voicing her opinion, Michelle Dodgen responded that she was suspended effective
17 immediately due to the way she spoke to her. Jorge Fazzini and Nicole Sternquist placed a
18 final written warning in front of Ms. Wilson and requested that she sign it. She refused, as
19 she had never received any written or verbal warnings before. Kaitlin Wilson was terminated
20 on May 13th, 2020 in a meeting with Nicole Sternquist and Jorge Fazzini. Rayan Melendez
21 was terminated on May 13th, 2020 as well. Ms. Wilson is informed and believes that her
22 termination was retaliatory, and that she was discriminated against at work on the basis of
23 her gender.
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1 VERIFICATION

2 I, **Steven Rubin**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true.

5 On September 16, 2020, I declare under penalty of perjury under the laws of the State
6 of California that the foregoing is true and correct.

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Los Angeles, California