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OLIVIA SAAVEDRA

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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

11 OLIVIA SAAVEDRA, an Individual,
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13 PLAINTIFF,
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15 vs.
16 CEDARS–SINAI MEDICAL CENTER, a
California Corporation; BRYAN HICKEY, an
17 Individual; and DOES 1 to 100, Inclusive,
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19 DEFENDANTS.
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CASE No.: 24STCV03627

COMPLAINT FOR DAMAGES FOR:

1. **DISCRIMINATION, INCLUDING
DISCRIMINATORY DISCHARGE OF
EMPLOYMENT, BASED ON PLAINTIFF’S
AGE;**
2. **DISCRIMINATION, INCLUDING
DISCRIMINATORY DISCHARGE OF
EMPLOYMENT, BASED ON PLAINTIFF’S
ANCESTRY AND/OR NATIONAL ORIGIN;**
3. **HARASSMENT AND/OR HOSTILE WORK
ENVIRONMENT;**
4. **RETALIATION, INCLUDING RETALIATORY
DISCHARGE OF EMPLOYMENT, BASED ON
PLAINTIFF’S ACTUAL OR PERCEIVED
PARTICIPATION IN PROTECTED
ACTIVITIES;**
5. **FAILURE TO PREVENT UNLAWFUL
DISCRIMINATION, HARASSMENT AND
RETALIATION; AND**
6. **UNFAIR BUSINESS PRACTICES**

UNLIMITED CIVIL CASE IN EXCESS OF \$35,000.00
AND REQUEST FOR INJUNCTIVE RELIEF SOUGHT

DEMAND FOR TRIAL BY JURY

Plaintiff, OLIVIA SAAVEDRA, hereby complains and alleges as follows:

1.

COMPLAINT FOR DAMAGES

1 **PLAINTIFF**

2 1. At all relevant times mentioned herein, Plaintiff OLIVIA SAAVEDRA (hereinafter referred
3 to as “Plaintiff”), was and is an individual, residing in the County of Los Angeles, State of California.

4 2. Plaintiff brings this action against Defendant CEDARS–SINAI MEDICAL CENTER, and
5 DOES 1 to 50 (hereinafter collectively known as “CEDARS”), for economic, non-economic,
6 compensatory and punitive damages, pursuant to *Civil Code* § 3294; prejudgment interest pursuant to
7 *Code of Civ. Proc.* § 3291; costs; reasonable attorneys’ fees pursuant to *Govt. Code* § 12965(b), *Bus.*
8 *& Prof. Code* § 17200, et seq and *Code of Civ. Proc.* § 1021.5, resulting from CEDARS’ discrimination
9 against Plaintiff, inclusive of its discriminatory termination of Plaintiff’s employment, due to her age and
10 her ancestry and/or actual or perceived national origin in violation of *Govt. Code* §§ 12940(a) and
11 12941, as well as 2 C.C.R. §§ 11006, 11028(b)–(c) and 11075; hostile work environment and/or
12 harassment on account of Plaintiff’s age and ancestry and/or actual or perceived national origin in
13 violation of *Govt. Code* §§ 12940(a), 12941 and 2 C.C.R. §§ 11006, 11019(b), 11028(b)–(c), (e) as well
14 as (j) and 11075; retaliation against Plaintiff, inclusive of the retaliatory termination of Plaintiff’s
15 employment, due to her ancestry and/or actual or perceived national origin, and her actual and/or
16 perceived participation in protected activities, including but not limited to her actual or perceived
17 participation in activities that CEDARS considered to be in opposition to its unlawful employment and
18 business practices, in violation of *Govt. Code* § 12940(h), *Labor Code* § 1102.5 and 2 C.C.R. §§ 11021,
19 2 C.C.R. 11028(e); failure to prevent unlawful retaliation, harassment and discrimination in violation of
20 *Govt. Code* § 12940(k) and 2 C.C.R. § 11023; and unfair business practices in violation of *Bus. & Prof.*
21 *Code* § 17200, et seq.

22 3. Plaintiff brings this action against Defendant BRYAN HICKEY, and DOES 51 to 100
23 (hereinafter collectively known as “HICKEY”), for economic, non-economic, compensatory and
24 punitive damages, pursuant to *Civil Code* § 3294; prejudgment interest pursuant to *Code of Civ. Proc.*
25 § 3291; and reasonable attorneys’ fees pursuant to *Govt. Code* § 12965(b) and *Code of Civ. Proc.* §
26 1021.5, resulting from HICKEY’S violations of *Govt. Code* § 12940(j)(3) for harassment and/or the
27 creation of a hostile work environment due to Plaintiff’s age, and ancestry and/or national origin.

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1 **DEFENDANTS**

2 4. Plaintiff is informed and believes and thereon alleges that, at all relevant times mentioned
3 herein, CEDARS was and is a California corporation, with its principle place of business in the County
4 of Los Angeles, State of California. Plaintiff is informed and believes and thereon alleges that, at all
5 relevant times mentioned herein, CEDARS was Plaintiff's employer, co-employer and/or successor in
6 interest of her employer as defined by California regulations, statutes and interpreting case authority,
7 including but not limited to *Govt. Code* § 12926(d). Plaintiff is also informed and believes and thereon
8 alleges that, at all relevant times mentioned herein, CEDARS continues to be HICKEY'S employer, co-
9 employer and/or successor in interest of his employer as defined by California regulations, statutes and
10 interpreting case authority, including but not limited to *Govt. Code* § 12926(d). Plaintiff has been further
11 informed and believes and thereon alleges that, at all relevant times mentioned herein, CEDARS
12 regularly employed five or more persons, including Plaintiff and HICKEY.

13 5. Plaintiff is informed, believes and thereon alleges that, at all relevant times mentioned herein,
14 HICKEY is an individual domiciled in the County of Los Angeles, State of California and that he is and
15 was, at all relevant times mentioned herein, an executive, officer, director and/or managing agent of
16 CEDARS, bestowed with sufficient discretionary authority to create and/or affect CEDARS' corporate
17 policies for the purposes of punitive damages.

18 6. The true names and capacities, whether individual, corporate, associate, or otherwise, of the
19 Defendants named herein as DOES 1 to 100, are unknown to Plaintiff at this time and said Defendants
20 are being sued by such fictitious names. Plaintiff will seek leave to amend this Complaint to insert the
21 true names and capacities of said Defendants when same becomes known to her.

22 7. Plaintiff is informed and believes and thereon alleges that, at all relevant times mentioned
23 herein, DOES 1 to 100, were residents of, or principally doing business in the County of Los Angeles.
24 Plaintiff is also informed and believes and thereon allege that each DOE is legally responsible in some
25 manner or means for the events and happenings referred to herein and proximately caused damage to
26 Plaintiff, either through their own conduct or the conduct of their agents, servants, or employees, or due
27 to their ownership supervision and/or management of the instrumentalities, employees, agents and/or
28 entities that caused said damages, or in some other manner or means presently unknown to Plaintiff.

1 8. Plaintiff is informed and believes and thereon alleges that, at all relevant times mentioned
2 herein, the both the specifically named and DOE Defendants herein were also the successors-in-interest
3 and/or alter egos of the other Defendants as defined by California regulations, statutes and case authority,
4 including but not limited to *Govt. Code* § 12926(d), in that they purchased, controlled, dominated and
5 operated each other without any separate identity, observation of formalities, or other manner of division.
6 Plaintiff has likewise been informed and believes and thereon alleges that each Defendant named herein,
7 whether as a DOE or specifically, also encouraged, authorized, ratified, compelled, coerced, aided, and/or
8 abetted in the discrimination, harassment, retaliation and other unlawful conduct prohibited by *Govt.*
9 *Code* § 12940(i).

10 9. Plaintiff is thus informed and believes and thereon alleges that, at all times mentioned herein,
11 there existed a unity of interest and ownership between CEDARS, HICKEY and DOES 1 to 100, such
12 that any individuality and separateness between them ceased to exist. Plaintiff is also informed and
13 believe and thereon allege that, at all relevant times herein mentioned, each Defendant, whether
14 CEDARS, HICKEY or a DOE, was the agent and employee of its co-Defendant and in doing the things
15 hereinafter alleged, was acting within the authority, purpose, course and scope of such agency and
16 employment with advanced knowledge, consent and ratification of each Defendant and/or co-Defendant.
17 Plaintiff therefore alleges that to continue maintaining the facade of a separateness and individual
18 existence between CEDARS, HICKEY and DOES will not and does not satisfy justice. As such,
19 whenever reference is made herein to “Defendants,” it shall refer to the acts or omissions of CEDARS,
20 HICKEY and DOES, acting individually, jointly and/or severally.

21 **PROCEDURAL ALLEGATIONS**

22 10. The unlawful acts and/or omissions in violation of the FEHA were committed by CEDARS
23 in the County of Los Angeles and the amount of damages sought by Plaintiff herein exceeds the
24 minimum jurisdictional limits of the Court. Furthermore, on or about February 17, 2023, Plaintiff timely
25 filed charges against CEDARS and HICKEY with the DFEH and received her notification of right-to-
26 sue the same date.

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1 **FACTUAL ALLEGATIONS**

2 11. Plaintiff, a woman of Latino ancestry who is now 62, continually worked for CEDARS
3 beginning in or about early October 1991, until her employment was discriminatorily and retaliatorily
4 terminated on or about March 1, 2020. Plaintiff has been informed and believes and thereon alleges that
5 throughout her employment with CEDARS, she consistently met or exceeded CEDARS' performance
6 expectations for her job without fail, receiving various merit-based pay raises and numerous accolades.

7 12. Plaintiff has been informed and believes and thereon alleges that, throughout her employment
8 with CEDARS, she worked in its Human Resources Department ("HR"), initially as an assistant
9 recruiter and then a recruiter. Plaintiff has been informed and believes and thereon alleges that, as of the
10 date of her termination, she had been working as a recruiter for approximately 25 years, during which,
11 her job duties and responsibilities never changed and always remained substantively the same.

12 13. Plaintiff has been informed and believes and thereon alleges that, in or about July 2016,
13 CEDARS hired Andrew Ortiz to be its Senior Vice President and Chief Human Resources Officer.
14 Plaintiff has been informed and believes and thereon alleges that, in this role, Ortiz was an officer,
15 director and/or managing agent who was bestowed with sufficient discretionary authority to create and/or
16 affect CEDARS' corporate policies for the purposes of punitive damages.

17 14. Plaintiff has been informed and believes and thereon alleges that, immediately after being
18 hired, Ortiz began supervising Janice Buehler, CEDARS' older, long-term HR Director, who oversaw,
19 *inter alia*, Plaintiff's division. Plaintiff has been informed and believes and thereon alleges that Ortiz is
20 substantially younger than both Plaintiff and Buehler.

21 15. Plaintiff has been informed and believes and thereon alleges that, at all relevant times
22 mentioned herein, Ortiz was, and continues to be, highly prejudiced against CEDARS' older, long-term
23 employees, including Plaintiff. Plaintiff has been informed and believes and thereon alleges that, upon
24 being hired, Ortiz devised a plan to rid CEDARS' HR Department of all older, long-term employees in
25 order to replace them with substantially younger, less experienced employees who were willing to accept
26 less pay.

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1 16. Plaintiff has been informed and believes and thereon alleges that, in or about late 2016, Buehler
2 left CEDARS after 20 years of service because of Ortiz. Plaintiff has been informed and believes and
3 thereon alleges that, shortly after Buehler's departure, Plaintiff's co-worker, who used to report to
4 Buehler, told her that Buehler had warned that Ortiz was going to target her and the older, long-term
5 workers for termination. Indeed, during at least one meeting, Plaintiff witnessed Ortiz say that he wanted
6 to "*get rid of employees who have been with the company for more than five years*" and that "*no one*
7 *should be in the a position for more than five years,*" or words to this effect.

8 17. Plaintiff has been informed and believes and thereon alleges that, in or about January 2017,
9 CEDARS, by and through Ortiz, hired HICKEY to replace Buehler. Plaintiff has been informed and
10 believes and thereon alleges that HICKEY, a Caucasian man who is substantially younger than both
11 Plaintiff and Buehler, was explicitly hired to "clean house," by either terminating the existing older, long-
12 term employees or tormenting them until they left on their own. Plaintiff has been informed and believes
13 and thereon alleges that this was done to enable CEDARS to replace said older, long-term workers with
14 substantially younger, less experienced employees who were willing to accept less pay.

15 18. In fact, after HICKEY'S arrival, he began to habitually mistreat Plaintiff without justification.
16 To this end, HICKEY regularly pretended not to understand Plaintiff when she spoke to him and
17 routinely corrected her grammar and/or her pronunciation of words in a demeaning, offensive and/or
18 belittling manner, in what Plaintiff perceived to be a veiled effort to mock her accent. Plaintiff has been
19 informed and believes and thereon alleges that she additionally observed HICKEY mistreat her older,
20 long-term supervisor of over 15 years, as well as her other older, long-term co-workers.

21 19. In this regard, Plaintiff's co-workers regularly commiserated with her about HICKEY treating
22 them with disdain, overly scrutinizing them, reprimanding, scolded, and/or admonishing them for the
23 slightest missteps, talking down to them, raising his voice for no reason, and generally treating them in
24 an abusive, insulting, and impolite manner. Plaintiff also heard HICKEY habitually complaining about
25 the senior employees being "over-paid," and wanting them to either *resign* or *retire*, or words to this
26 effect. Plaintiff has been informed and believes and thereon alleges that HICKEY'S overt bias against
27 her and her older co-workers was carried out with the express or tacit consent, authorization and
28 ratification of CEDARS' executives, directors and/or managing agents, including but not limited to Ortiz.

1 20. As HICKEY'S conduct persisted and escalated, she began experiencing anxiety, fear, worry,
2 dread, insecurity, stomach aches and other manifestations of stress. Plaintiff is informed and believes and
3 thereon alleges that the aforesaid conduct exhibited and engaged in by HICKEY, blatantly communicated
4 a very hostile, discriminatory message to her and her similarly situated long-term older co-workers that
5 the older, more senior employees at CEDARS were unwanted, detested, disfavored and subject to
6 adverse disparate treatment because of their age and seniority with the company.

7 21. Plaintiff is informed and believes and thereon alleges that HICKEY's conduct, which she both
8 observed and was subjected to, as herein set forth, amounted to a concerted, routine and repeated pattern
9 of offensive, abusive, pervasive and severe conduct that was directly related to her age, as well as her
10 ancestry and/or actual or perceived national origin. The herein alleged conduct was thus sufficiently
11 severe and pervasive so as to adversely affect Plaintiff's psychological and emotional state as well as her
12 confidence and morale, thereby adversely altering the conditions of her employment.

13 22. Plaintiff is informed and believes and thereon alleges that a reasonable woman of her age,
14 ancestry, national origin, and circumstances, would have considered HICKEY'S conduct to have created
15 a hostile and abusive work environment and indeed, Plaintiff did so consider her work environment to
16 be abusive and hostile in this regard. However, Plaintiff was unable to easily sever ties with HICKEY
17 because he was the Director of her department.

18 23. Plaintiff is informed and believes and thereon alleges that CEDARS knew, must have known,
19 should have known, or had reason to know of the unlawful treatment that she and her older, long-term
20 co-workers were being subjected to, yet did nothing to protect them. In this regard, Plaintiff has been
21 informed and believes and thereon alleges that, despite CEDARS' purported zero-tolerance policy
22 against discriminatory conduct, HICKEY was neither investigated nor reprimanded, but was instead,
23 encouraged to continue his misconduct by CEDARS' executives, directors and/or managing agents,
24 including but not limited to Ortiz. Plaintiff is thus informed and believes and thereon alleges that conduct
25 complained of herein was expressly or tacitly authorized, approved, condoned, and/or ratified by
26 CEDARS through its executives, directors or managing agents, including but not limited to Ortiz.

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1 24. Plaintiff is informed and believes and thereon alleges that in or about mid-2018, her supervisor
2 of over 15 years abruptly left CEDARS. Plaintiff is informed and believes and thereon alleges that the
3 reason her supervisor left, despite her 20 years of employment with CEDARS, was because of HICKEY
4 and/or Ortiz. In fact, Plaintiff is informed and believes and thereon alleges that, since the arrival of
5 HICKEY, she observed many of her older, long-term co-workers either quit or be fired by HICKEY.

6 25. In either case, soon after the departure of her supervisor, Plaintiff was required to report directly
7 to HICKEY. Plaintiff is informed and believes and thereon alleges that HICKEY thereafter began
8 overwhelming her with work, including duties and responsibilities that she was somewhat unfamiliar
9 with as they were previously handled by her former supervisor and co-workers who had either quit or
10 been terminated. Plaintiff is informed and believes and thereon alleges that her workload increased to
11 such an extent that it became impossible for her to keep up.

12 26. Plaintiff is informed and believes and thereon alleges that despite her many complaints to
13 HICKEY about her inability to keep up with her assignments, nothing changed. Plaintiff is informed and
14 believes and thereon alleges that HICKEY deliberately increased her workload in order to either force
15 her to quit, or to set her up to fail by causing her to make errors that he could then use to terminate her
16 employment.

17 27. Plaintiff is informed and believes and thereon alleges that, in an effort to keep up, Plaintiff
18 began working very long hours and even started taking work home with her in order to finish it. During
19 this time period, Plaintiff was also required to not only attend long daily training sessions in connection
20 with a new applicant tracking system that had been implemented, but to also troubleshoot problems that
21 the users of the system were encountering, thereby causing her to fall even further behind in her work.

22 28. At or about the same time he increased her workload to an overwhelming level, HICKEY also
23 began scrutinizing nearly all of the decisions Plaintiff normally made on her own, while habitually
24 criticizing her for matters that had never before been a problem, and condescending to her, talked down
25 to her, yelling at her, intimidating her, and frequently feigning an inability to understand what she would
26 say, allegedly because of her accent. Plaintiff is informed and believes and thereon alleges that HICKEY
27 pretended to not understand her in an effort to mock and harass her specifically due to her ancestry
28 and/or her actual or perceived national origin.

1 29. Plaintiff is informed and believes and thereon alleges that HICKEY would additionally accuse
2 her of having memory problems or being forgetful. Plaintiff is informed and believes and thereon alleges
3 that HICKEY did this to intimidate and harass Plaintiff specifically because of her age.

4 30. As time passed, HICKEY'S conduct escalated, until he was engaging in the herein above
5 described behavior on a daily or near-daily basis, causing Plaintiff to routinely feel anxiety, worry, fear,
6 insecurity, uncertainty, and dread, as well as other manifestations of stress. HICKEY'S callous and
7 abusive conduct, as herein alleged, was humiliating and significantly impacted Plaintiff's confidence,
8 and her career outlook at CEDARS, particularly given her age. Plaintiff is thus informed and believes
9 and thereon alleges that HICKEY'S behavior blatantly communicated a very hostile, discriminatory
10 message to her that, as an older long-term employee, she was unwanted, detested, disfavored.

11 31. Plaintiff is informed and believes and thereon alleges that the conduct that HICKEY subjected
12 her to, and which she also observed, as herein alleged, amounted to a concerted, routine and repeated
13 pattern of offensive, abusive, pervasive and severe conduct that was directly related to her age, as well
14 as her ancestry and/or actual or perceived national origin. Said conduct was thus sufficiently severe and
15 pervasive so as to adversely affect Plaintiff's psychological and emotional state, her decision-making,
16 her confidence and her morale, thereby adversely altering the conditions of her employment.

17 32. Plaintiff is informed and believes and thereon alleges that a reasonable woman of her age,
18 ancestry, national origin, and circumstances, would have considered HICKEY'S conduct to have created
19 a hostile and abusive work environment and indeed, Plaintiff did so consider her work environment to
20 be abusive and hostile in this regard. However, Plaintiff was unable to easily sever ties with HICKEY
21 because he was not only the Director of her department, but also her direct supervisor.

22 33. Plaintiff is informed and believes and thereon alleges that CEDARS knew, must have known,
23 should have known, or had reason to know of the unlawful treatment she was subjected to, yet did
24 nothing to protect her, despite its purported strict policy against such behavior. Plaintiff is thus informed
25 and believes and thereon alleges that HICKEY was neither investigated nor reprimanded, but was
26 instead, encouraged to continue his misbehavior toward her and others. As such, Plaintiff is informed
27 and believes and thereon alleges that HICKEY'S conduct was tacitly or expressly authorized, approved,
28 condoned, and/or ratified by CEDARS' executives, directors or managing agents, including Ortiz.

1 34. Consequently, Plaintiff is informed and believes and thereon alleges that the long hours and
2 excessive workload eventually took its toll, resulting in her making errors during late 2018 and early
3 2019. Plaintiff is informed and believes and thereon alleges that, despite the exceptionally high volume
4 of work that she successfully performed, HICKEY seized upon just three purported errors and, on or
5 about February 1, 2019, issued her a written warning, the first in her nearly 30 years of employment with
6 CEDARS.

7 35. Plaintiff is informed and believes and thereon alleges that HICKEY disregarded her substantial
8 workload, and its impact on her abilities, when issuing her the warning in an effort to set the stage to
9 eventually terminate her employment. Plaintiff is therefore informed and believes and thereon alleges
10 that the warning was nothing more than a pretext and precipitated by HICKEY'S discriminatory animus
11 against Plaintiff due to her age and her ancestry and/or actual or perceived national origin.

12 36. Plaintiff is informed and believes and thereon alleges that, between February 1, 2019 and June
13 14, 2019, HICKEY began aggressively soliciting negative feedback from employees with whom Plaintiff
14 worked. Plaintiff is informed and believes and thereon alleges that when the hiring said employees
15 expressed no complaints, or were complimentary about Plaintiff, HICKEY insisted upon them to recount
16 any deficiencies or criticisms that he could use against Plaintiff.

17 37. On or about June 14, 2019, HICKEY issued Plaintiff a second written warning, wherein he
18 either fabricated or grossly exaggerated alleged complaints about her from other employees and also
19 overstated two other purported errors, while accusing Plaintiff of having memory problems. Plaintiff is
20 informed and believes and thereon alleges that HICKEY'S claims about her memory were untrue or
21 severely embellished and deliberately intended to humiliate and embarrass her based on her age.

22 38. Plaintiff is informed and believes and thereon alleges that during the meeting wherein she
23 received the June 14, 2019 warning, HICKEY repeatedly yelled at her, belittled her, and humiliated her,
24 while suggesting that she had age-related cognitive deficits that inhibited her ability to pay close attention
25 to details. In so doing, HICKEY once again disregarded Plaintiff's tremendous workload, the substantial
26 volume of work that she had successfully completed during the same time frame and the unreasonable
27 time constraints that he had imposed upon her. HICKEY additionally ignored Plaintiff's explanations
28 as well as her complaints about her workload and how it impacted her work performance.

1 39. Plaintiff is informed and believes and thereon alleges that the warning was yet another pretext
2 designed to justify the future termination of her employment, as it was primarily based on subjective
3 complaints about purported errors that were either insignificant or justifiable. Plaintiff is informed and
4 believes and thereon alleges that HICKEY issued this warning due to his prejudice against Plaintiff's age
5 and her ancestry and/or actual or perceived national origin.

6 40. During the June 14, 2019 meeting, Plaintiff repeatedly protested HICKEY'S conduct toward
7 her and also opposed his suggestions that she was cognitively impaired. In fact, Plaintiff made it clear
8 to HICKEY that she was of sound mind and that she was not old enough to have dementia or to be
9 senile, or words to this effect.

10 41. Plaintiff is informed and believes and thereon alleges that HICKEY interpreted Plaintiff's
11 complaints about being accused of having memory problems as opposition to his discriminatory conduct.
12 Plaintiff is informed and believes and thereon alleges that HICKEY thereafter escalated his scrutiny of
13 Plaintiff, regularly berated her, treated her with complete disrespect and often yelled at her. Plaintiff is
14 informed and believes and thereon alleges that HICKEY's misbehavior toward her was retaliatory and
15 intended to intimidate her into making no further complaints regarding his conduct.

16 42. Plaintiff is informed and believes and thereon alleges that on or about August 16, 2019, she
17 received the first performance review during her nearly 30 years of employment that had an overall
18 rating of needs improvement. Plaintiff is informed and believes and thereon alleges that, both in said
19 evaluation and during the meeting she had with HICKEY, where she received said review, HICKEY
20 condescendingly instructed her to attend a seminar to improve her English and writing skills, claiming
21 that he was unable to fully understand her when she spoke, or words to this effect.

22 43. Plaintiff is informed and believes and thereon alleges that she speaks and writes English
23 perfectly fine and that she had never received any complaints about either her writing or English
24 proficiency during her near 30 year long employment with CEDARS. Plaintiff is informed and believes
25 and thereon alleges that HICKEY'S requirement that she attend a seminar to improve her English was
26 offensive, deliberately intended to humiliate her and directly based upon HICKEY'S discriminatory
27 prejudice against her due to her ancestry and/or actual or perceived national origin.

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1 44. Although Plaintiff immediately protested HICKEY’S criticism of her language and writing
2 abilities, he still required her to do it anyway. Plaintiff is informed and believes and thereon alleges that
3 HICKEY interpreted Plaintiff’s complaints as actions in opposition to his unlawful discriminatory
4 conduct. Plaintiff is informed and believes and thereon alleges that HICKEY thereafter escalated his
5 scrutiny of Plaintiff’s alleged English skills, in an effort to embarrass and retaliate against her for
6 opposing his discriminatory conduct and in order to intimidate her into making no further complaints.

7 45. Plaintiff is informed and believes and thereon alleges that CEDARS required new Registered
8 Nurse candidates to have a minimum grade point average (“GPA”) of 3.0 in order to be considered for
9 a position. However, for decades, it was CEDARS’ practice to allow candidates who were referred by
10 staff to be considered for positions, even if they had a GPA that was lower than 3.0.

11 46. Plaintiff is informed and believes and thereon alleges that in or about late January 2020, she
12 approved a new Registered Nurse candidate with a GPA of 2.98 for consideration of a position because
13 said candidate had been referred by an existing member of CEDARS’ staff. Plaintiff is informed and
14 believes and thereon alleges that this was in keeping with long-standing precedent at CEDARS and not
15 unusual, particularly since this individual’s GPA was also very close to 3.0.

16 47. Plaintiff is informed and believes and thereon alleges that, on or about February 17, 2020,
17 HICKEY notified her that her employment was going to be terminated as of March 1, 2020 because she
18 had approved the aforementioned candidate for consideration when her GPA was below 3.0. In
19 connection with the termination of her employment, HICKEY offered Plaintiff a “negotiable” severance
20 package, provided that she sign a full release and confidentiality agreement.

21 48. Plaintiff is informed and believes and thereon alleges that, shortly following the termination
22 of her employment, a manager in her department approached her as she was cleaning out her desk and
23 encouraged her to ask for a large severance package because she did not agree with HICKEY’S decision
24 to terminate her employment and also because she thought Plaintiff was performing her job well.

25 49. Plaintiff is informed and believes and thereon alleges that, on or about February 25, 2020, she
26 received a proposed severance package that required her assent to never apply for work at CEDARS or
27 any of its subsidiaries in the future. In light of her age, Plaintiff requested that this requirement be
28 removed, but CEDARS refused and Plaintiff never signed the severance agreement.

1 50. Plaintiff is informed and believes and thereon alleges that CEDARS, by and through HICKEY
2 and Ortiz, terminated her employment because of her age, her ancestry and/or actual and/or perceived
3 national origin, and her complaints about Defendants' unlawful employment practices as herein set forth.
4 Plaintiff is informed and believes and thereon alleges that CEDARS, through HICKEY and Ortiz,
5 illegally terminated her employment in order to replace her with someone substantially younger, with
6 less experience that was willing to accept less pay. In fact, Plaintiff has been informed and believes and
7 thereon alleges that HICKEY and Ortiz did replace her with a substantially younger, less experienced
8 worker who was paid less.

9 51. Plaintiff is informed and believes and thereon alleges that Defendants knew, had reason to
10 know, should have known and/or must have known that she was in an extremely vulnerable state of
11 mind at the time her employment was terminated, particularly given her age. Plaintiff is also informed
12 and believes and thereon alleges that Defendants knew, should have known and/or must have known that
13 the sudden and unexpected termination of her employment, in light of her age, would have a severe
14 detrimental impact upon her emotional and/or mental state, which it did.

15 52. Indeed, Plaintiff is informed and believes and thereon alleges that she has suffered tremendous
16 emotional consequences of Defendants' callous, calculating, reprehensible and intentional misconduct,
17 as herein set forth. Plaintiff is equally informed and believes and thereon alleges that all of the decisions,
18 acts and/or omissions carried out by CEDARS, as herein alleged, including the sudden, unlawful
19 termination of her employment, were carried out with the explicit and/or tacit approval, knowledge,
20 direction, consent and/or authorization of CEDARS' managing agents, executives and/or directors,
21 including but not limited to HICKEY and Ortiz.

22
23 **FIRST CAUSE OF ACTION**
24 **DISCRIMINATION, INCLUDING DISCRIMINATORY DISCHARGE OF**
25 **EMPLOYMENT, BASED ON PLAINTIFF'S AGE**
26 **(PLAINTIFF AGAINST CEDARS, INCLUSIVE OF DOES 1 TO 50)**

27 53. Plaintiff re-alleges each and every allegation set forth in paragraphs 1 through 52 and
28 incorporate each by reference as though set forth in full herein.

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1 54. At all relevant times mentioned herein, *Govt. Code* § 12940(a) prohibits an employer, such as
2 CEDARS, from discriminating against its employees in compensation, or in terms, conditions, or
3 privileges of employment based upon their age. At all relevant times mentioned herein, Plaintiff was
4 a member of a protected class of persons under *Govt. Code* § 12940, et seq., in that she was over the age
5 of 40.

6 55. At all relevant times mentioned herein, Plaintiff competently performed her job duties as
7 required by CEDARS and she did so to CEDARS' complete and total satisfaction. Nevertheless,
8 CEDARS discriminated against Plaintiff, subjected her to various adverse employment actions as herein
9 alleged, humiliated her, terminated her employment based upon a pretext and then replaced her with a
10 much younger, less experienced employee, who was willing to accept substantially less pay.

11 56. Plaintiff is informed and believes and thereon alleges that her age was a substantial motivating
12 and determining factor in CEDARS' discriminatory conduct, as herein described. Plaintiff is also
13 informed and believes and thereon alleges that CEDARS' actions were all carried out by its executives,
14 directors and/or managing agents and/or with their knowledge, consent, authority, approval and/or
15 ratification. Therefore, the wrongful, discriminatory conduct of CEDARS, as herein set forth, constitutes
16 an unlawful, discriminatory employment practice in violation of *Govt. Code* §12940(a).

17 57. As a direct, foreseeable, legal and proximate result of CEDARS' discriminatory conduct, acts,
18 or omissions, as herein alleged, Plaintiff has suffered substantial losses in earnings and job benefits,
19 humiliation, embarrassment, mental and emotional distress and discomfort, all to her damage in an
20 amount to be proven at trial. As a further direct, foreseeable, legal and proximate result of said
21 discriminatory conduct, acts, or omissions, Plaintiff has also been caused to retain attorneys and has thus
22 incurred legal fees, expenses and costs, entitling his to reimbursement of same pursuant to *Govt. Code*
23 § 12965(b), in an amount to be proven at trial.

24 58. Moreover, CEDARS committed the acts and/or omissions described herein deliberately,
25 deceptively, intentionally, oppressively, fraudulently, maliciously and in conscious disregard for
26 Plaintiff's rights and safety, despite knowing of her fragility, vulnerability and predispositions. As such,
27 CEDARS acted in a willful and intentional manner and its conduct was and continues to be despicable,
28 malicious and outrageous, having caused Plaintiff to suffer cruel and unjust hardship.

59. Therefore, CEDARS' conduct, as herein alleged, justifies an award of punitive and exemplary damages in an amount sufficient to deter it from ever engaging in such conduct again in the future. Punitive and exemplary damages are further warranted to deter other employers who are similarly situated to CEDARS from also behaving in the same manner as CEDARS.

SECOND CAUSE OF ACTION
DISCRIMINATION, INCLUDING DISCRIMINATORY DISCHARGE OF
EMPLOYMENT, BASED ON ANCESTRY AND/OR NATIONAL ORIGIN
(PLAINTIFF AGAINST CEDARS, INCLUSIVE OF DOES 1 TO 50)

60. Plaintiff re-alleges each and every allegation set forth in paragraphs 1 through 52 and incorporate each by reference as though set forth in full herein.

61. At all relevant times mentioned herein, *Govt. Code* § 12940(a) prohibits an employer from discriminating against its employees in compensation, or in terms, conditions, or privileges of employment based upon their ancestry or national origin. Under the FEHA, as delineated by 2 C.C.R. §§ 11027.1 and 11028(b)–(c), (e) and (j), any type of discrimination based upon an employee's accent or English proficiency is unlawful, unless the employer can prove the employee's accent or English skills materially interfere with the employee's ability to perform his/her job, which CEDARS cannot.

62. At all relevant times mentioned herein, Plaintiff was a member of a protected class of persons under *Govt. Code* § 12940, et seq., in that she is of Latino ancestry and speaks with an accent. Plaintiff is informed and believes and thereon alleges that HICKEY was highly prejudiced against people of Latino descent and that his treatment of her, particularly his offensive conduct toward her as it related to her accent and/or English language and writing skills, illustrated this bias. Plaintiff is informed and believes and thereon alleges that HICKEY'S bias was further demonstrated by his false claims that he could not understand her due to her accent and his demeaning requirement that she take a seminar to improve her English and writing skills.

63. Accordingly, Plaintiff is informed and believes and thereon alleges that her ancestry and/or actual or perceived national origin was, at all relevant times mentioned herein, a substantial determining factor in the discriminatory and harassing conduct that she was subjected to. Therefore, CEDARS, by and through the actions of its managing and/or supervisory employee, HICKEY, unlawfully violated *Govt. Code* § 12940 and 2 C.C.R. §§ 11027.1 and 11028(b)–(c), (e) and (j).

64. As a direct, foreseeable, legal and proximate result of CEDARS's discriminatory conduct, acts, or omissions, as herein alleged, Plaintiff has suffered substantial losses in earnings and job benefits, humiliation, embarrassment, mental and emotional distress and discomfort, all to her damage in an amount to be proven at trial. As a further direct, foreseeable, legal and proximate result of said discriminatory conduct, acts, or omissions, Plaintiff has also been caused to retain attorneys and has thus incurred legal fees, expenses and costs, entitling her to reimbursement of same pursuant to *Govt. Code* § 12965(b), in an amount to be proven at trial.

65. Moreover, CEDARS committed the acts and/or omissions described herein deliberately, deceptively, intentionally, oppressively, fraudulently, maliciously and in conscious disregard for Plaintiff's rights and safety, despite knowing of her fragility, vulnerability and predispositions. As such, CEDARS acted in a willful and intentional manner and its conduct was and remains despicable, malicious and outrageous, having caused Plaintiff to suffer cruel and unjust hardship.

66. Therefore, CEDARS's conduct, as herein alleged, justifies an award of punitive and exemplary damages in an amount sufficient to deter it from ever engaging in such conduct again in the future. Punitive and exemplary damages are further warranted to deter other employers who are similarly situated to CEDARS from also behaving in the same manner as CEDARS.

THIRD CAUSE OF ACTION
HARASSMENT AND/OR HOSTILE WORK ENVIRONMENT,
BASED ON PLAINTIFF'S PROTECTED CHARACTERISTICS AND/OR ACTIVITIES
(PLAINTIFF AGAINST ALL DEFENDANTS, INCLUSIVE OF DOES 1 TO 100)

67. Plaintiff re-alleges each and every allegation set forth in paragraphs 1 through 66 and incorporate each by reference as though set forth in full herein.

68. Under the FEHA, an employee is the victim of harassment or a hostile work environment where the conduct conveys an abusive message. The FEHA recognizes that hostile social interactions in the workplace that affect the workplace environment equate to harassment due to the offensive message conveyed. Harassment occurs where a supervisor makes demeaning comments to an employee or shuns, disparages, belittles and/or unjustifiably reprimands the employee, or treats him/her disparately during social interactions where the conduct is substantially motivated by the supervisor's discriminatory animus against the employee's actual and/or perceived protected characteristics and/or activities.

1 69. At all relevant times mentioned herein, Plaintiff and HICKEY were employed by CEDARS.
2 During their employment, HICKEY subjected Plaintiff to a concerted, routine and repeated pattern of
3 unwanted, unsolicited, offensive and abusive conduct based upon her protected characteristics and
4 activities as herein described. In so doing, HICKEY repeatedly exposed Plaintiff to a pattern of rude,
5 disrespectful, humiliating, demeaning, offensive, abusive and intimidating conduct based upon her age,
6 her ancestry and/or her actual or perceived national origin.

7 70. HICKEY'S behavior, as herein alleged, conveyed a clear hostile message that Plaintiff's
8 protected characteristics and activities were unwanted and/or undesirable. As set forth herein, HICKEY'S
9 conduct was sufficiently severe and pervasive so as to adversely alter the conditions of Plaintiff's
10 employment. Plaintiff is informed and believes and thereon alleges that any reasonable person of her age,
11 with her ancestry or of her national origin and in her circumstances, would have considered HICKEY'S
12 conduct to be abusive and hostile and Plaintiff did so consider her work environment to be hostile and
13 abusive. However, Plaintiff was unable to sever ties with HICKEY since he was the Director of her
14 department and her direct supervisor.

15 71. Plaintiff is informed and believes and thereon alleges that HICKEY was, at all relevant times
16 mentioned herein, an executive, director and/or managing agent of CEDARS and that his unlawful
17 conduct was carried out with CEDARS' consent, approval, authorization, direction, encouragement
18 and/or ratification. Plaintiff is also informed and believes and thereon alleges that CEDARS, through its
19 managing agents, including HICKEY and Ortiz, knew, must have known, had reason to know and/or
20 should have known of said harassing behavior, yet failed to take immediate, corrective measures to
21 protect Plaintiff, in violation of *Govt. Code* § 12940(k) and (j)(1) as well as 2 C.C.R. § 11023.

22 72. As a direct, foreseeable, legal and proximate result of CEDARS's discriminatory conduct, acts,
23 or omissions, as herein alleged, Plaintiff has suffered substantial losses in earnings and job benefits,
24 humiliation, embarrassment, mental and emotional distress and discomfort, all to her damage in an
25 amount to be proven at trial. As a further direct, foreseeable, legal and proximate result of said
26 discriminatory conduct, acts, or omissions, Plaintiff has also been caused to retain attorneys and has thus
27 incurred legal fees, expenses and costs, entitling her to reimbursement of same pursuant to *Govt. Code*
28 § 12965(b), in an amount to be proven at trial.

1 73. Moreover, CEDARS committed the acts and/or omissions described herein deliberately,
2 deceptively, intentionally, oppressively, fraudulently, maliciously and in conscious disregard for
3 Plaintiff's rights and safety, despite knowing of her fragility, vulnerability and predispositions. As such,
4 CEDARS acted in a willful and intentional manner and its conduct was and remains despicable,
5 malicious and outrageous, having caused Plaintiff to suffer cruel and unjust hardship.

6 74. Therefore, CEDARS's conduct, as herein alleged, justifies an award of punitive and exemplary
7 damages in an amount sufficient to deter it from ever engaging in such conduct again in the future.
8 Punitive and exemplary damages are further warranted to deter other employers who are similarly
9 situated to CEDARS from also behaving in the same manner as CEDARS.

10 **FOURTH CAUSE OF ACTION**
11 **RETALIATION, INCLUDING RETALIATORY DISCHARGE**
12 **OF EMPLOYMENT, BASED ON PLAINTIFF'S ACTUAL OR PERCEIVED**
13 **PARTICIPATION IN PROTECTED ACTIVITIES**
14 **(PLAINTIFF AGAINST CEDARS, INCLUSIVE OF DOES 1 TO 50)**

15 75. Plaintiff re-alleges each and every allegation set forth in paragraphs 1 through 74 and
16 incorporate each by reference as though set forth in full herein.

17 76. *Labor Code* § 1102.5 and *Govt. Code* § 12940(h) make it unlawful for an employer to retaliate
18 against an employee because of the employee's participation in activities that are, or are perceived to be,
19 in opposition to any employment practices that are forbidden by law, including the FEHA, or in
20 violation of public policy, whether intended or not by the employee expressing the opposition. By the
21 same token, pursuant to 2 C.C.R. § 11028(e), the FEHA makes it unlawful for an employer to retaliate
22 against an employee because of his/her opposition to national origin discrimination or harassment.

23 77. Plaintiff herein was discriminated against, retaliated against and subjected to adverse
24 employment actions, including the termination of her employment, due to, *inter alia*, her complaints to
25 HICKEY about his illegal discriminatory, retaliatory and harassing conduct toward her. Plaintiff is
26 informed and believes and thereon alleges that CEDARS' acts and omissions, as herein alleged, were
27 carried out, approved, authorized, encouraged, consented to, and/or ratified by its managing agents,
28 executives, directors, and/or officers, including HICKEY and Ortiz. As such, CEDARS' unlawful
conduct, as herein set forth, constitutes an illegal retaliatory employment practice in violation of *Govt.*
Code § 12940(a) and 2 C.C.R. § 11028(b)–(c) and (e), as herein alleged and described.

1 78. As a direct, foreseeable, legal and proximate result of CEDARS' discriminatory conduct, acts,
2 or omissions, as herein alleged, Plaintiff has suffered substantial losses in earnings and job benefits,
3 humiliation, embarrassment, mental and emotional distress and discomfort, all to her damage in an
4 amount to be proven at trial. As a further direct, foreseeable, legal and proximate result of said
5 discriminatory conduct, acts, or omissions, Plaintiff has also been caused to retain attorneys and has thus
6 incurred legal fees, expenses and costs, entitling his to reimbursement of same pursuant to *Govt. Code*
7 § 12965(b), in an amount to be proven at trial.

8 79. Moreover, CEDARS committed the acts and/or omissions described herein deliberately,
9 deceptively, intentionally, oppressively, fraudulently, maliciously and in conscious disregard for
10 Plaintiff's rights and safety, despite knowing of her fragility, vulnerability and predispositions. As such,
11 CEDARS acted in a willful and intentional manner and its conduct was and continues to be despicable,
12 malicious and outrageous, having caused Plaintiff to suffer cruel and unjust hardship.

13 80. Therefore, CEDARS' conduct, as herein alleged, justifies an award of punitive and exemplary
14 damages in an amount sufficient to deter it from ever engaging in such conduct again in the future.
15 Punitive and exemplary damages are further warranted to deter other employers who are similarly
16 situated to CEDARS from also behaving in the same manner as CEDARS.

17 **FIFTH CAUSE OF ACTION**
18 **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT AND RETALIATION**
19 (PLAINTIFF AGAINST CEDARS, INCLUSIVE OF DOES 1 TO 50)

20 81. Plaintiff re-alleges each and every allegation set forth in paragraphs 1 through 80 and
21 incorporate each by reference as though set forth in full herein.

22 82. CEDARS failed to prevent the discrimination, harassment and retaliation that Plaintiff was
23 subjected to. Therefore, by failing to prevent such acts of discrimination, harassment and/or
24 retaliation, by wholly failing to undertake any prompt and adequate investigation of said unlawful
25 conduct and by failing to take any action in response to said conduct, CEDARS violated *Govt. Code*
26 § 12940(k) and 2 C.C.R. § 11023. Plaintiff is informed and believes and thereon alleges that
27 CEDARS' acts and/or omissions, as herein alleged, were carried out, approved, authorized,
28 encouraged, consented to, and/or ratified by its managing agents, executives, directors and/or
officers, including HICKEY and Ortiz.

83. As a direct, foreseeable, legal and proximate result of CEDARS' discriminatory conduct, acts, or omissions, as herein alleged, Plaintiff has suffered substantial losses in earnings and job benefits, humiliation, embarrassment, mental and emotional distress and discomfort, all to her damage in an amount to be proven at trial. As a further direct, foreseeable, legal and proximate result of said discriminatory conduct, acts, or omissions, Plaintiff has also been caused to retain attorneys and has thus incurred legal fees, expenses and costs, entitling his to reimbursement of same pursuant to *Govt. Code* § 12965(b), in an amount to be proven at trial.

84. Moreover, CEDARS committed the acts and/or omissions described herein deliberately, deceptively, intentionally, oppressively, fraudulently, maliciously and in conscious disregard for Plaintiff's rights and safety, despite knowing of her fragility, vulnerability and predispositions. As such, CEDARS acted in a willful and intentional manner and its conduct was and continues to be despicable, malicious and outrageous, having caused Plaintiff to suffer cruel and unjust hardship.

85. Therefore, CEDARS' conduct, as herein alleged, justifies an award of punitive and exemplary damages in an amount sufficient to deter it from ever engaging in such conduct again in the future. Punitive and exemplary damages are further warranted to deter other employers who are similarly situated to CEDARS from also behaving in the same manner as CEDARS.

SIXTH CAUSE OF ACTION
UNFAIR BUSINESS PRACTICES
(PLAINTIFF AGAINST CEDARS, INCLUSIVE OF DOES 1 TO 50)

86. Plaintiff re-alleges each and every allegation set forth in paragraphs 1 through 85 and incorporate each by reference as though set forth in full herein.

87. By way of the illegal conduct, acts and/or omissions herein alleged, CEDARS has engaged in unfair, unlawful and fraudulent activity, in direct violation of the provisions of the Unfair Competition Law, codified by *Business & Professions Code* §17200 et seq. Plaintiff is informed and believes and thereon alleges that CEDARS' herein alleged actions were carried out specifically for the purpose of gaining an advantage against its competitors by reducing costs associated with the higher wages earned by its older employees due to their lengthy employment and seniority.

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1 88. Plaintiff is informed and believes and thereon alleges that the aforesaid conduct, act and/or
2 omissions of CEDARS, as herein alleged, resulted in an increase in profits for it, enabling it to greater
3 generate income to pay higher wages to its managing agents, directors, executives and/or officers,
4 including but not limited to Ortiz and HICKEY, as a direct result of the above-mentioned unlawful and
5 unfair business practices. Plaintiff therefore seeks to enjoin CEDARS from ever engaging in such
6 practices again in the future as well as penalties, reasonable attorneys' fees and costs, pursuant to
7 *Business & Professions Code* § 17200 et seq.

8
9 **WHEREFORE**, for First through Fifth Causes of Action, Plaintiff, OLIVIA SAAVEDRA, hereby
10 demands judgment against CEDARS, inclusive of DOES 1 through 50, as follows:

- 11 1. For economic and non-economic damages;
- 12 2. For exemplary and punitive damages according to proof;
- 13 3. For reasonable attorneys' fees pursuant to California law, including but not limited to
14 *Government Code* §12965(b), *Code of Civ. Proc.* § 1021.5, and the *Labor Code* where
15 applicable;
- 16 4. For pre-judgment interest at the maximum legal rate;
- 17 5. For costs and expenses of the suit incurred herein; and
- 18 6. For such other and further relief as the Court may deem just and proper.

19
20 **WHEREFORE**, for Third Cause of Action, Plaintiff, OLIVIA SAAVEDRA, hereby demands
21 judgment against HICKEY, inclusive of DOES 51 through 100, as follows:

- 22 1. For economic and non-economic damages;
- 23 2. For exemplary and punitive damages according to proof;
- 24 3. For reasonable attorneys' fees pursuant to California law, including but not limited to
25 *Government Code* §12965(b) and *Code of Civ. Proc.* § 1021.5;
- 26 4. For pre-judgment interest at the maximum legal rate;
- 27 5. For costs and expenses of the suit incurred herein; and
- 28 6. For such other and further relief as the Court may deem just and proper.

1. For Injunctive relief proscribing CEDARS from engaging in the herein alleged illegal activities;
2. For reasonable attorneys fees pursuant to *Business and Professions Code* § 17200 et seq.;
3. For pre-judgment interest at the maximum legal rate;
4. For costs of suit incurred herein; and
5. For such other and further relief as the Court may deem just and proper.



By: EBBY S. BAKHTIAR,
ATTORNEY FOR PLAINTIFF,
OLIVIA SAAVEDRA