

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Lia Martin

THE RUBIN LAW CORPORATION
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Attorney for Plaintiff,
RAYAN MELENDEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

RAYAN MELENDEZ, an individual)

Plaintiff,)

vs.)

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

Defendants.)

CASE NO.: **20STCV35525**

COMPLAINT FOR DAMAGES FOR

1. ASSOCIATIONAL DISCRIMINATION
2. VIOLATION OF LABOR CODE §6310;
3. RETALIATION IN VIOLATION OF FEHA;
4. FAILURE TO TAKE ALL REASONABLE STEPS TO PREVENT DISCRIMINATION AND RETALIATION IN VIOLATION OF FEHA;
5. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;
6. FOR DECLARATORY RELIEF.



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

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: 202009-11267216
Right to Sue: Melendez / 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



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September 16, 2020

RE: **Notice of Filing of Discrimination Complaint**
DFEH Matter Number: 202009-11267216
Right to Sue: Melendez / 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

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September 16, 2020

Rayan Melendez
1504 Westmoreland Drive
Montebello, California 90640

RE: **Notice of Case Closure and Right to Sue**
DFEH Matter Number: 202009-11267216
Right to Sue: Melendez / Eastwest Proto Inc.

Dear Rayan Melendez:

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

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

5 **In the Matter of the Complaint of**

6 Rayan Melendez

DFEH No. 202009-11267216

7 Complainant,

8 vs.

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

10 Respondents

11 _____
12 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.).

13 2.

14 3. Complainant **Rayan Melendez**, resides in the City of **Montebello**, State of **California**.

15 4. Complainant alleges that on or about **May 13, 2020**, respondent took the following
adverse actions:

16 **Complainant was discriminated against** because of complainant's association with a
17 member of a protected class and as a result of the discrimination was terminated.

18 **Complainant experienced retaliation** because complainant participated as a witness in a
19 discrimination or harassment complaint and as a result was terminated.

20 **Additional Complaint Details:** Rayan Melendez began working for Eastwest Proto Inc.
21 (Lifeline Ambulance) in July of 2019. In September of 2019, he began working with Kaitlin
22 Wilson as an EMT. On April 21st, 2020, Rayan Melendez and his partner Ms. Wilson
23 received a call regarding a possible COVID-19 patient. Because they did not have N95
masks in the ambulance, the proper personal protective equipment recommended by the
24 CDC, Rayan Melendez placed a call to his supervisor Jorge Fazzini. Fazzini Told Rayan
Melendez that the masks were "one size fits all," when they were in fact "one size fits most."
25 When Rayan tried to provided mask on he could fit two fingers between his mask and the
chin, which did not comply with CDC guidelines. When he informed Jorge Fazzini of these,
26 he told him to "tape it under his chin." Fazzini then cancelled the call. On April 22nd, 2020,
Rayan Melendez and Kaitlin Wilson received a call for a positive COVID-19 patient. Rayan

1 Melendez told Jorge Fazzini that they would take the call if provided with N95 masks. Jorge
2 Fazzini replied by cancelling the call. At the end of Rayan Melendez's shift he was called
3 into the office to speak with Jorge Fazzini and supervisor Konnor Klipfel. They advised Mr.
4 Melendez that he was not in trouble but should tape the n95 mask in order to be able to
5 answer COVID-19 positive calls. Kaitlin Wilson was not permitted to join the meeting. On
6 April 21st, 2020, Kaitlin Wilson sent a text message to dispatch notifying them that the
7 ambulance had not been cleaned after transporting a COVID-19 positive patient the day
8 before. He received no response. On April 29th, 2020 Rayan Melendez and Kaitlin Wilson
9 received a call for a positive COVID-19 patient. He refused the call due to lack of personal
10 protective equipment. Kaitlin Wilson called Jorge Fazzini to express her concerns and
11 discomfort, Fazzini told Wilson to "tape under the chin." Later that day Fazzini called Wilson
12 to request her size in N95 masks. Kaitlin Wilson and Rayan Melendez never received a
13 follow up from Jorge Fazzini regarding the masks. On May 6th, 2020, Rayan Melendez and
14 Kaitlin Wilson received a call at the beginning of their shift for a COVID-19 positive patient.
15 Kaitlin Wilson called dispatch and spoke to dispatcher "Darlene," informing her that they did
16 not have N95 masks and could not take the call. "Darlene" assigned Kaitlin Wilson and
17 Rayan Melendez to a bariatric 51550 patient who weighed 310 pounds. Kaitlin Wilson sent a
18 page to dispatch to confirm lift assist, as she was informed and believed that the weight lift
19 limit per EMT was 150lb each. Dispatcher "Darlene" paged Kaitlin Wilson "NEED YOU
20 GUYS TO ATTEMPT OR GET HELP FROM FAC (facility) WAS PLANNING ON SENDING
21 MALE CREW TO RUN THIS CALL BUT THEY GOT THE COVID CALL INSTEAD." She
22 denied lift assist and made discriminatory comments to Kaitlin Wilson based on her gender.
23 On May 6th, 2020, Kaitlin Wilson and Rayan Melendez were called into an end of shift
24 meeting with Jorge Fazzini and Operations Manager David Munoz. They were not
25 reprimanded, but told that "Darlene" had informed them that they had refused the bariatric
26 51550 patient. Kaitlin Wilson denied this, and explained that she had called to confirm lift
27 assist as she was informed and believed that the max weight lift limit per EMT was 150lbs.
28 Jorge Fazzini and Daniel Munoz never denied that this was Lifeline protocol. They then
asked Kaitlin Wilson and Rayan Melendez why they had not taken the COVID-19 call earlier
that day. Ms. Wilson and Mr. Melendez made it very clear to their supervisors that they did
not feel comfortable taking COVID-19 calls without N95 masks as it went against CDC
guidelines. Fazzini, Munoz and Konnor Klipfel stated that they were not in violation of CDC
guidelines, though they had never allowed Kaitlin Wilson or Rayan Melendez to try on N95
masks for "best fit" as required by the CDC. No verbal warning was issued during the May
6th, 2020 meeting. On May 12th, 2020, Ms. Wilson and Mr. Melendez were called into two
separate meetings. During the meeting Mr. Melendez was informed that he was being
issued a final written warning for not complying with a patient call, referring to Kaitlin Wilson
and Rayan Melendez's refusal to take a COVID-19 call earlier that day due to lack of N95
masks. During Kaitlin Wilson's meeting, she was berated by Michelle Dodgen and Nicole
Sternquist, who failed to investigate her HR claim against dispatcher "Darlene" for her
discriminatory comments. On May 13th, 2020, Rayan Melendez and Kaitlin Wilson were
terminated due to "insubordination and harassment" though they did not specify as to which
incidents. Rayan Melendez is informed and believes that he was wrongfully terminated due
to retaliation and associational discrimination.

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

1 **PARTIES AND JURISDICTION**

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

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

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

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

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

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

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

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

27
28

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

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

6 11.

7 Plaintiff has met all of the jurisdictional requirements for proceeding with his claims under the
8 FEHA by timely filing an administrative complaint with the Department of Fair Employment
9 and Housing and receiving a Notice of Case Closure and Right to Sue letter on DATE.

10 Attached as Exhibit 1 are true and correct copies of Plaintiff’s Charge and Right to Sue letter.

11 **FACTS COMMON TO MORE THAN ONE CAUSE OF ACTION**

12 12. On or about July 22nd, 2019, Plaintiff began working as an Emergency Medical
13 Technician for LIFELINE, where he was paid \$15 dollars an hour.

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

20 14. On or about April 21st, 2020, Plaintiff received a possible COVID-19 patient who was not
21 cleared for SARS Cov-2. Plaintiff called the On-Duty Supervisor, Jorge Fazzini. Plaintiff told
22 Jorge Fazzini that himself, Kaitlin Wilson, and the Respiratory Therapist Luis Guillen, did not feel
23 safe taking a positive COVID-19 patient as they had not yet received their fitted N95 mask.
24 LIFELINE had supplied Plaintiff and her team with what they deemed to be “one size fits all
25 masks,” but what were really “one size fits most.” Plaintiff tried on the mask provided by
26 LIFELINE, determining it was too large for his face, as there was a gap under his chin in which he
27 could fit two fingers. The mask could not be classified by Plaintiff and his team as acceptable
28

1 Personal Protective Equipment, as it did not create a fitted seal beneath the chin, leaving them
2 unsafe and unprotected from COVID-19.

3 15. On or about April 22nd, 2020, Plaintiff and Kaitlin Wilson received a call for a positive
4 COVID-19 patient at the start of their shift. Plaintiff told On-Duty Supervisor Jorge Fazzini that
5 he and Kaitlin Wilson would take the call if they were provided with the N95 Mask, to which
6 Jorge Fazzini replied by cancelling the call. At the end of Plaintiff's shift, Plaintiff was called into
7 Konnor Klipfel's office to speak with both Konnor Klipfel and Jorge Fazzini about his discomfort
8 transporting the COVID-19 patient without proper equipment. Konnor Klipfel advised the
9 Plaintiff that he was not in trouble but should tape the bottom of the N95 masks in order to be able
10 to answer COVID-19 positive calls. Konnor Klipfel referenced that other EMTs at LIFELINE did
11 the same. Kaitlin Wilson was not permitted to join the meeting, and was therefore unable to share
12 her safety concerns and discomfort with her supervisors.

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

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

26 18. On or about May 6th, 2020, Plaintiff received a call regarding a positive COVID-19 patient
27 at the start of his shift. Plaintiff's partner Kaitlin Wilson called Dispatch and spoke to dispatcher
28 "Darlene." Kaitlin Wilson informed "Darlene" that her team had not yet received their N95 masks

1 and therefore did not feel comfortable taking the call. Dispatch cancelled the call and assigned a
2 new call to Plaintiff's team.

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

12 20. Plaintiff felt unsafe taking the call, as it required him to lift more than the 150lb weight
13 limit assigned to each EMT. Plaintiff also felt that lifting outside of his weight limit put the
14 patient's safety at risk. Plaintiff took the call because he had refused the COVID-19 call prior. No
15 incidents occurred during the call and the patient was safe.

16 21. On or about May 6th, 2020, Plaintiff and Kaitlin Wilson were called into an end of shift
17 meeting with On-Duty Supervisor Jorge Fazzini, and Operations Manager David Munoz. In this
18 meeting, Plaintiff and Kaitlin Wilson were asked about the bariatric 5150 Patient. Jorge Fazzini
19 and David Munoz were told by the dispatcher, "Darlene," that Plaintiff had refused the call and
20 that the patient was only 304lbs. This was false information as Plaintiff and Kaitlin Wilson had
21 taken the call and the Patient was 310lbs, rather than 304lbs. Jorge Fazzini and David Munoz
22 questioned why Kaitlin Wilson had called to confirm a lift assist, to which she responded that it
23 was protocol to request lift assist for anyone over 300lbs. At no point in the meeting did Jorge
24 Fazzini or David Munoz deny that LIFELINE protocol required lift assist to be called for any
25 patient over 300lbs. Jorge Fazzini and David Munoz also spoke to Plaintiff and Kaitlin Wilson
26 about their refusal to take the COVID-19 call that morning. Plaintiff and Kaitlin Wilson made it
27 very clear to both supervisors that they did not feel safe taking COVID-19 calls without proper
28 personal protective equipment because it put their own safety and the safety of others at risk. Jorge

1 Fazzini responded by telling Plaintiff and Kaitlin Wilson to tape the gap in the N95 mask. Jorge
2 Fazzini was condescending when speaking the Plaintiff and Kaitlin Wilson, stating that they did
3 not know how N95 masks worked, and any size N95 mask would be protective as COVID-19 was
4 transmitted through droplets. COVID-19 is an airborne virus, necessitating the use of sealed N95
5 masks.

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

12 "Under serious outbreak conditions in which respirator supplies are severely limited, however,
13 you may not have the opportunity to be fit tested on a respirator before you need to use it.

14 While this is not ideal, in this scenario, you should work with your employer to choose the
15 respirator that fits you best, as, even without fit testing, a respirator will provide better
16 protection than a facemask or using no respirator at all. If possible, start with the size you have
17 been fit tested for previously, but as size can vary by manufacturer and model, you may need
18 to wear a different size to achieve a good fit...the respirator should fit over your nose and
19 under your chin."

20 23. LIFELINE did not allow Plaintiff and Kaitlin Wilson to try on a variety of N95 models for
21 best fit to ensure patient and employee safety and were therefore not in compliance with CDC
22 guidelines for COVID-19.

23 24. David Munoz informed Plaintiff and Kaitlin Wilson that they were not in trouble, and a
24 verbal warning was not issued. David Munoz stated that he was simply looking for clarity on that
25 day's calls and wanted to determine a solution for the N95 mask issue. At the end of the meeting
26 on or about May 6th, 2020, Plaintiff informed David Munoz, Jorge Fazzini, and Konnor Klipfel of
27 the sexist remark made by "Darlene." David Munoz told Kaitlin Wilson to contact Human
28 Resources to file a complaint.

1 25. On or about May 12th, 2020, Plaintiff and Kaitlin Wilson took two positive COVID-19
2 patient calls. There were no incidents during the first call. Prior to running the second call, Kaitlin
3 Wilson called the On-Duty Supervisors to inform them that there was only one N95 mask on the
4 ambulance that fit the Plaintiff. On-Duty Supervisors then sent “Cody” to provide Kaitlin Wilson
5 with a size small N95 mask.

6 26. On or about May 12th, 2020, Plaintiff and Kaitlin Wilson were called into two separate
7 meetings. Nicole Sternquist, Director of Communication and Human Resources, and On-Duty
8 Supervisor Jorge Fazzini spoke with the Plaintiff first. They advised him that they were issuing a
9 final write-up for not complying with a patient call, referring to Plaintiff and Kaitlin Wilson’s
10 refusal to take the second COVID-19 patient that day. Plaintiff made it very clear to Jorge Fazzini
11 and Nicole Sternquist that he had no problem taking a positive COVID-19 patient if he had the
12 right mask. Kaitlin Wilson spoke with Nicole Sternquist, Jorge Fazzini, and the Chief Operations
13 Officer, Michelle Dodgen, after the Plaintiff. Nicole Sternquist began the meeting by discussing
14 her investigation into the sexist remark made by “Darlene” from Dispatch on May 6th, 2020.
15 Nicole Sternquist informed Kaitlin Wilson that she had spoken to “Darlene” to get the “full story”
16 of what had happened on May 6th, 2020. Nicole Sternquist had never formally spoken with the
17 Kaitlin Wilson to understand the series of events from the Plaintiff’s perspective. This was against
18 LIFELINE company policy. Nicole Sternquist also stated that “LIFELINE did not have a max
19 weight per EMT and the bariatric patients are 350lb and above.” Kaitlin Wilson informed Nicole
20 Sternquist and the others at the meeting that she had been told that bariatric patients were 300lb
21 and above during orientation, to which they responded that she had been incorrectly informed. No
22 one had ever informed Plaintiff she was incorrect regarding the 300lb limit during the year long
23 period she had been working at LIFELINE.

24 27. Nicole Sternquist proceeded to tell Kaitlin Wilson that she had listened to the phone call
25 recordings between “Darlene” from Dispatch and the Plaintiff, and “Darlene” was not being
26 sexist, condescending, or rude to Kaitlin Wilson. Kaitlin Wilson informed Nicole Sternquist that
27 she had never cited the phone-call with “Darlene” as sexist, and had only referenced the page
28 “Darlene” had sent her. Nicole Sternquist and Michelle Dodgen dismissed Kaitlin Wilson’s

1 complaint, stating that “Darlene” had not meant the page to be sexist. Michelle Dodgen told
2 Kaitlin Wilson that “male crews used to be a thing and some females prefer it that way, that men
3 get the heavier patients.” Kaitlin Wilson was further offended by Michelle Dodgen’s comment, as
4 it insinuated that male EMTs are better equipped for the job. Human Resources proceeded to close
5 the case with no further action towards “Darlene.”

6 28. On or about May 13th, 2020, Plaintiff and Kaitlin Wilson were called into separate Human
7 Resource meetings. Plaintiff was asked to sign a “Notice to Employee as to Change in
8 Relationship,” as to be discharged from the company. Kaitlin Wilson was asked to sign the same
9 paperwork. Plaintiff was informed LIFELINE was terminating his employment due to
10 insubordination and harassment, though they did not specify specific incidents. Both Plaintiff and
11 Kaitlin Wilson refused to sign the paperwork.

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

17 30. On or about May 15th, 2020, Nicole Sternquist replied to Plaintiff and Kaitlin Wilson
18 notifying them that only their personal file would be sent. Nicole Sternquist stated that their
19 termination was due to harassment.

20 31. Kaitlin Wilson and Plaintiff did not at any time engage in harassing behavior. Plaintiff and
21 Kaitlin Wilson continuously referenced their safety and gender discrimination concerns to their
22 supervisors, which went largely ignored. LIFELINE did not provide Plaintiff or Kaitlin Wilson
23 with proper personal protective equipment.

24 32. Plaintiff is informed and believes that his termination was retaliatory in nature, in response
25 to his concerns regarding safety hazards, patient safety infringements taking place at LIFELINE,
26 and his association with Kaitlin Wilson.

27 **FIRST CAUSE OF ACTION**

28 **ASSOCIATIONAL DISCRIMINATION IN VIOLATION OF FEHA**

1 *(Against Defendants EASTWESTPROTO INC., D/B/A LIFELINE AMBULANCE INC. and*
2 *DOES 25 through 50)*

3 As a first, separate and distinct cause of action, Plaintiff complains against Defendants
4 LIFELINE and DOES 25 through 50, and each of them, and for a cause of action alleges:

5 33. Plaintiff hereby incorporates by reference Paragraphs 1 through 32, inclusive, as if set forth
6 here in full.

7 34. At all material times, Plaintiff was an employee associated with a person, namely
8 Kaitlin Wilson, who was a female and who together with Kaitlin Wilson protested to Nicole
9 Sternquist, a Human Resource Employee at LIFELINE, on May 6th, 2020, about Dispatcher
10 “Darlene’s” sexist and discriminatory comments to Kaitlin Wilson.

11 35. LIFELINE took adverse action against Plaintiff, including, but not limited to
12 termination of his employment because of his association with a person, namely Kaitlin
13 Wilson, who was protesting sex discrimination or potential sex discrimination.

14 36. In engaging in the foregoing conduct, LIFELINE aided, abetted, incited,
15 participated in, coerced, and/or compelled unlawful employment practices in violation of
16 California’s Fair Employment and Housing Act.

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

20 38. Plaintiff suffered further injuries that cannot be compensated by damages, knowing
21 that Defendants have a history of violative policies and practices that will not cease without a
22 court order for injunctive relief as set forth in the section below entitled “INJUNCTIVE
23 RELIEF” which is incorporated here as if set forth in full.

24 **SECOND CAUSE OF ACTION**

25 **VIOLATION OF LABOR CODE § 6310**

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

28

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

4 39. Plaintiffs hereby incorporates by reference as though fully set forth herein, those
5 allegations from paragraphs 1 through 38, as though fully stated herein.

6 40. Cal. Labor Code § 6310 prohibits employers from retaliating against and discharging an
7 employee for complaining about working conditions which Plaintiff reasonably believed violated
8 laws of the state of California, including workplace safety rules and regulations promulgated by
9 California Occupational Safety and Health Administration as well as other laws related to
10 workplace safety including without limitation emergency State of California, Los Angeles County,
11 and Los Angeles rules, regulations, guidelines around making workplaces safe from COVID-19.

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

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

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

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

1 45. Plaintiffs are informed and believed, and thereon alleges that because of their making
2 complaints regarding health, safety and/or working conditions to Defendants, their employers,
3 Plaintiffs were discharged from their employment and/or otherwise discriminated and retaliated
4 against by Defendants.

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

8 **THIRD CAUSE OF ACTION**

9 **RETALIATION IN VIOLATION OF FEHA**

10 *(Against Defendants EASTWESTPROTO INC, D/B/A LIFELINE AMBULANCES, and Does 26*
11 *through 50)*

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

14 47. Plaintiff hereby incorporates by reference Paragraphs 1 through 46, inclusive, as though set
15 forth here in full.

16 48. Defendants, and each of them, were motivated to discriminate against Plaintiff on grounds
17 that violate the FEHA, codified in the Government Code, and in retaliation for his engagement in
18 a protected activity, specifically for his associational complaints regarding sex discrimination, a
19 hostile work environment, and for complaining about unsafe working conditions all in violation of
20 Government Code section 12940(h).

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

24 **FOURTH CAUSE OF ACTION**

25 **FAILURE TO TAKE ALL REASONABLE STEPS TO PREVENT DISCRIMINATION**
26 **AND RETALIATION IN VIOLATION OF FEHA**

27 *(Against Defendants EASTWEST PROTO INC., D/B/A/ LIFELINE AMBULANCE, and Does*
28 *26 through 50)*

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

3 50. Plaintiff hereby incorporates by reference Paragraphs 1 through 49, inclusive, as though set
4 forth here in full.

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

8 52. Corporate Defendants and DOES 26 through 50 knew, or should have known of the
9 discriminatory actions taken against Plaintiff.

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

14 54. Because Defendants LIFELINE and DOES 26 through 50 never instituted an adequate
15 discrimination policy, Plaintiff was subjected to discriminatory treatment for complaining about
16 unsafe working conditions, and retaliated against for complaining about such treatment.

17 55. Defendants LIFELINE and DOES 26 through 50’s failure to institute an adequate
18 discrimination policy resulted in injury to Plaintiff, as had Defendants LIFELINE and DOES 26
19 through 50 taken adequate steps to prevent discrimination, Plaintiff would not have been
20 terminated.

21 56. Plaintiff suffered damages legally caused by the discrimination as a result of Defendants
22 failure to take all reasonable steps to prevent discrimination in violation of the Fair Employment
23 and Housing Act as stated in the section below entitled “DAMAGES” which is incorporated here to
24 the extent as if set forth here in full.

25 **FIFTH CAUSE OF ACTION**

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

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

1 As a fifth, separate and distinct cause of action, Plaintiff complains against Defendant
2 LIFELINE and DOES 26 through 50, and each of them, and for a cause of action alleges:

3 57. Plaintiff hereby incorporates by reference Paragraphs 1 through 56, inclusive, as if set forth
4 here in full.

5 58. Public policy of the state of California prohibits employers from discharging or
6 discriminating against an employee for reporting unsafe working conditions. Such public policy is
7 set forth in California common law and the FEHA and is a fundamental policy of this state.

8 59. Public policy of the State of California prohibits employers from retaliating against an
9 employee for engaging in a protected activity, including but not limited to protesting unsafe
10 working conditions and other safety hazards, and complaining about sex discrimination. Such
11 public policy is set forth in California in the FEHA and the Labor Code including without limitation
12 Labor Code 6310 and Labor Code 6300 et seq. and is a fundamental policy of this state.

13 60. Public policy of the state of California prohibits a person from aiding and abetting in or
14 discharging or discriminating against an employee for reporting unsafe working conditions. Such
15 public policy is set forth in California in the Labor Code (LC 6300 et seq) and is a fundamental
16 policy of this state.

17 61. However, in direct retaliation for his numerous complaints about discrimination and
18 harassment, and unsafe work conditions Defendants and each of them terminated Plaintiff.

19 62. Plaintiff believes and thereon alleges that because of Plaintiff's associational complaints of
20 discrimination and harassment on account of partner Kaitlin Wilson's gender and for reporting
21 unsafe working conditions, Defendants took adverse actions against Plaintiff including but not
22 limited to terminating Plaintiff's employment.

23 63. Plaintiff suffered damages legally caused by the termination in violation of public policy as
24 stated in the section below entitled "DAMAGES" which is incorporated here to the extent as if set
25 forth here in full.

26 **SIXTH CAUSE OF ACTION**
27 **FOR DECLARATORY RELIEF**

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

3 As a sixth, separate and distinct cause of action, Plaintiff complains against Defendants
4 LIFELINE and DOES 1 through 50 and each of them and for a cause of action alleges:

5 64. Plaintiff hereby incorporates by reference Paragraphs 1 through 63, inclusive, as though set
6 forth here in full.

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

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

14 It is recognized that the practice of denying employment opportunity and discriminating in
15 the terms of employment for these reasons foments domestic strife and unrest, deprives
16 the state of the fullest utilization of its capacities for development and advancement, and
17 substantially and adversely affects the interests of employees, employers, and the public in
18 general. Further, the practice of discrimination because of race, color, religion, sex,
19 gender, gender identity, gender expression, sexual orientation, marital status, national
20 origin, ancestry, familial status, source of income, disability, or genetic information in
21 housing accommodations is declared to be against public policy.

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

25 66. Government Code §12920.5 embodies the intent of the California legislature and states:

26 “In order to eliminate discrimination, it is necessary to provide effective remedies that will
27 both prevent and deter unlawful employment practices and redress the adverse effects of
28

1 those practices on aggrieved persons. To that end, this part shall be deemed an exercise of
2 the Legislature's authority pursuant to Section 1 of Article XIV of the California Constitution.”

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

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

9 68. Pursuant to Code of Civil Procedure §1060, Plaintiff desires a judicial determination of the
10 rights and duties owed to him by Defendants, and a declaration that his partner, Kaitlin Wilson’s,
11 protected status as female who opposed and complained of discrimination and harassment, was a
12 substantial motivating factor in the decision to terminate his employment with Defendants
13 LIFELINE.

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

19 70. A judicial declaration is necessary and appropriate at this time such that Defendants may
20 also be aware of its obligations under the law to not engage in discriminatory practices in violation
21 of law.

22 71. Government Code §12965(b) provides that an aggrieved party, such as the Plaintiff herein,
23 may be awarded reasonable attorney’s fees and costs. “In civil actions brought under this section,
24 the court, in its discretion, may award to the prevailing party, including the department, reasonable
25 attorney's fees and costs, including expert witness fees.” Such fees and costs expended by an
26 aggrieved party may be awarded for the purpose redressing, preventing, or deterring discrimination.

27 **DAMAGES**

28 **WHEREFORE**, Plaintiff requests relief as hereinafter provided:

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

5 73. Plaintiff suffered emotional distress as a legal result of the conduct by Defendants and each
6 of them, of which Plaintiff complains. Plaintiff has suffered mental distress, humiliation,
7 embarrassment, anger, disappointment, and worry, all of which is substantial and enduring.
8 Plaintiff will seek to amend this complaint to state the amount or will proceed according to proof
9 at trial.

10 74. At all material times, Defendants, and each of them, knew that Plaintiff depended on his
11 wages and other employment benefits as a source of earned income. At all material times,
12 Defendants were in a position of power over Plaintiff, with the potential to abuse that power.
13 Plaintiff was in a vulnerable position because of his relative lack of power, because of his reliance
14 on Defendants' assurances and forbearance of the possibility of becoming employed elsewhere,
15 because he had placed his trust in Defendants, because he relied upon his employment for his self-
16 esteem and sense of belonging, because he relied on his employment as a source of income for his
17 support for his family, because a wrongful termination of Plaintiff's employment would likely
18 cause harm to Plaintiff's ability to find other employment, and because of the great disparity in
19 bargaining power between the Plaintiff and his employer. Defendants were aware of Plaintiff's
20 vulnerability and the reasons for it.

21 75. Notwithstanding such knowledge, Defendants, and each of them, acted oppressively,
22 fraudulently, and maliciously, in willful and conscious disregard of Plaintiff's rights, and with the
23 intention of causing or in reckless disregard of the probability of causing injury and emotional
24 distress to the Plaintiff.

25 76. Further, Defendants, and each of them, were informed of the oppressive, fraudulent, and
26 malicious conduct of their employees, agents, and subordinates, and ratified, approved, and
27 authorized that conduct.

28

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

4 **PRAYER**

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

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

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

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

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

15 5. For pre-judgment and post-judgment interest;

16 6. For the costs of suit incurred herein;

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

18 8. For any other relief the Court deems just and proper.

19
20
21 Dated: September 16th, 2020

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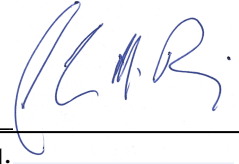
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24 _____
25 Steven M. Rubin, Esq.
26 Attorney for Plaintiff, RAYAN MELENDEZ

27 **DEMAND FOR JURY TRIAL**

28 Plaintiff hereby demands trial by jury for this matter.

1 Dated: September 16th, 2020

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Steven M. Rubin, Esq.

Attorneys for Plaintiff, RAYAN MELENDEZ