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UNITED STATES DISTRICT COURT

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CENTRAL DISTRICT OF CALIFORNIA

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DIANA ALVAREZ,

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Plaintiff,

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vs.

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MOLINA HEALTHCARE, INC., A
Delaware Corporation, and DOES 1
through 10, inclusive,

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Defendants.

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Case No.: 2:21-cv-8665

Plaintiff's Complaint for Damages

(1) Disability Discrimination; and
(2) Retaliation in Violation of FEHA
**(3) Disability Discrimination – Failure to
    Reasonably Accommodate**
**(4) Disability Discrimination – Failure to
    Engage in the Interactive Process**
**(5) Wrongful Termination in Violation of
    Public Policy**
**(6) Violation of California Labor Code §§
    510—Unpaid Overtime**
**(7) Violation of Labor Code §2802—
    Unreimbursed Expenses**

DEMAND FOR JURY TRIAL

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1   Plaintiff DIANA ALVAREZ ("ALVAREZ" or "PLAINTIFF") alleges as

2   follows:

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4   **INTRODUCTION**

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6   1.   This is an action brought by the Plaintiff, pursuant to California

7   statutory, decisional, and regulatory laws. Plaintiff was an employee of Defendant

8   MOLINA HEALTHCARE, INC. ("MOLINA" and/or "DEFENDANT") at all

9   times herein mentioned.

10   2.   Plaintiff alleges that California statutory, decisional and regulatory

11   laws prohibit the conduct by Defendant herein alleged, and therefore Plaintiff has

12   an entitlement to monetary relief on the basis that Defendant violated such statutes,

13   decisional law and regulations.

14

15   **JURISDICTION AND VENUE**

16

17   3.   Jurisdiction is proper in this court by virtue of the Federal statutes,

18   decisional law, and regulations. Defendant MOLINA is a Delaware Corporation

19   doing business in Los Angeles County, California.

20   4.   Venue is proper in this Court because, upon information and belief,

21   the acts and omissions alleged herein took place in this District.

22

23   **THE PARTIES**

24

25   5.   Plaintiff Diana Alvarez ("ALVAREZ") is, and at all relevant times

26   was, a citizen of the State of California, residing in Los Angeles, California.

27   6.   Defendant Molina Healthcare, Inc. ("MOLINA") was and is, upon

28   information and belief, a Delaware Corporation, with a place of business in the

1 State of California, located at 200 Oceangate, Ste 100, Long Beach, CA 90802.

2   7.   Plaintiff does not know the true names or capacities of the persons

3 or entities sued herein as DOES 1 through 10, inclusive, and therefore, sues said

4 Defendants by such fictitious names. Each of the DOE Defendants was in some

5 manner legally responsible for the violations alleged herein. Plaintiff will amend

6 this complaint to set forth the true names and capacities of these Defendants

7 when they have been ascertained, together with appropriate charging allegations,

8 as may be necessary.

9   8.   At all times mentioned herein, the Defendants named as DOES 1

10 through 10, inclusive, and each of them, were residents of, doing business in,

11 availed themselves of the jurisdiction of, and/or injured Plaintiff.

12   9.   At all times mentioned herein, each Defendant was the agent,

13 servant, or employee of the other Defendants and in acting and omitting to act as

14 alleged herein did so within the course and scope of that agency or employment.

15   10.   Defendant MOLINA and DOES 1 through 10 are collectively

16 referred to herein as "DEFENDANTS."

17

18 **FACTUAL ALLEGATIONS**

19

20   11.   Plaintiff ALVAREZ worked for Molina for approximately 10 years,

21 most recently as a reconciliation specialist in the Medicare Department. Her job

22 consisted primarily of administrative and data entry work.

23   12.   On December 22, 2020, PLAINTIFF was diagnosed with Covid. She

24 was ill for about a month, but then became very depressed thereafter. Partly this

25 was because her husband became extremely sick and was hospitalized and on

26 oxygen for a full month.

27   13.   PLAINTIFF turned in a series of notes excusing her absence. She

28 was in therapy and taking medication for Depression. Based on the set of

1   circumstances, she had a qualifying disability under the California Fair

2   Employment and Housing Act (FEHA).

3   14.   Yet, shortly after her FMLA/CFRA leave expired, the absence control

4   manager, Zaharah Greene, started pressuring PLAINTIFF to return back to work,

5   telling her that her job was not protected past April 11, 2021.   PLAINTIFF

6   explained that she was on leave until May 1st and did not have an appointment

7   with her doctor until the end of April. She also explained that she was still under

8   doctor's case for her medical condition. However, Ms. Greene said if she managed

9   to get back before they hired someone else, she could have her job, but otherwise

10   she was out of luck.

11   15.   On April 27, 2021, she sent in a new note excusing her until August

12   1, 2021. MOLINA terminated her the same day, claiming they were filling her

13   position.   There was no discussion on how to accommodate Plaintiff's disability.

14   16.   Further, throughout PLAINTIFF's employment, she was provided

15   blocks of overtime approval, like one hour or two hours, but was then relentlessly

16   pressured to get work done by certain deadlines, which forced her to work off the

17   clock. PLAINTIFF's supervisor was aware she was working off the clock, but she

18   was never compensated for this additional time.

19   17.   Finally, PLAINTIFF had been working from home starting around

20   March 2020. MOLINA failed to reimburse PLAINTIFF for internet and data

21   usage, which was necessary to have in order for her to perform the functions of

22   her job while at home.

23   18.   Prior to filing this Complaint, Plaintiff fulfilled any legal requirement

24   or exhausted any administrative remedy imposed on her by having filed the

25   substance of claims alleged herein with the California Department of Fair

26   Employment and Housing (hereinafter "DFEH"), and has received Right to Sue

27   Letters from the DFEH. Plaintiff has therefore substantially complied with all

28   requirements for the filing of this Complaint and has exhausted her administrative

1   remedies prior to filing, commencing, and serving the within action.

2

3   **FIRST CAUSE OF ACTION**

4   **Disability Discrimination**

5   **(Plaintiff Against MOLINA HEALTHCARE, INC. and DOES 1 through 10)**

6   19.   Plaintiff incorporates by this reference the relevant allegations

7   contained in this pleading as if fully set forth herein.

8   20.   At all times herein mentioned, California Fair Employment and

9   Housing Act Government Code §§ 12940, et seq. ("FEHA"), was in full force and

10   effect and was binding on Defendants. Plaintiff was, at all times material hereto,

11   an employee covered by the provisions and protections of the FEHA. These

12   sections require Defendants to refrain from discriminating any employee on the

13   basis of disability or medical condition, or because an employee was associated

14   with someone with a disability.

15   21.   The foregoing conduct by Defendants violates the FEHA,

16   Government Code § 12940(a), which provides that discrimination of employees

17   on the basis of disability, or association with someone with a disability is an

18   unlawful employment practice. The discrimination by Defendants of Plaintiff

19   based on her disability violates Government Code § 12940(a).

20   22.   Plaintiff's disability was a substantial motivating factor in

21   Defendants' decisions to change her conditions of employment and ultimately

22   terminate her employment. Such discrimination violates Government Code §

23   12940(a) and has resulted in damage to Plaintiff.

24   23.   As a legal result of the discrimination of Plaintiff described above,

25   Plaintiff has suffered and will continue to suffer humiliation, embarrassment,

26   mental anguish and severe emotional and physical distress, all causing her

27   damages in an amount to be determined at trial and according to proof.

28   24.   As a direct and proximate result of the discriminatory conduct of

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