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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF ALAMEDA**

MONA JOY KAFATI, individually,

PLAINTIFF,

vs.

KAISER FOUNDATION HOSPITALS, a  
California nonprofit public benefit  
corporation; KAISER FOUNDATION  
HEALTH PLAN, INC., a California  
nonprofit public benefit corporation; THE  
PERMANENTE MEDICAL GROUP,  
INC., a California professional corporation;  
and DOES 1 through 100, inclusive,

DEFENDANTS.

**Case No.**

**COMPLAINT FOR DAMAGES,  
INJUNCTIVE RELIEF AND  
RESTITUTION**

- 1) Discrimination in Violation of California Government Code § 12940(a)**
- 2) Harassment in Violation of California Government Code § 12940(j)**
- 3) Failure to Prevent Harassment and Discrimination in Violation of § 12940(k)**
- 4) Retaliation in Violation of California Government Code § 12940(h)**
- 5) Retaliation in Violation of California Labor Code § 1102.5**
- 6) Assault**
- 7) Battery**
- 8) Negligent Supervision and Retention**
- 9) Intentional Infliction of Emotional Distress**

**DEMAND FOR JURY TRIAL**

- 1           1.       "I hate Arabs and Muslims since September 11th."
- 2           2.       That is what nurse Karla Perkins stated to coworkers at Kaiser Permanente's  
3 Roseville facility in late 2023, including Plaintiff Mona Joy Kafati. Kaiser did nothing. No  
4 discipline. No separation. No corrective action.
- 5           3.       Eight months later, Perkins physically assaulted the Arab employee she had  
6 targeted: Plaintiff.
- 7           4.       Before the assault, Perkins had complained to Kaiser HR and to the director of the  
8 department that Plaintiff's Palestinian flag profile picture was "linked to terrorism" and that  
9 Plaintiff "poses a threat." Perkins also falsely stated that Plaintiff's Palestinian flag profile picture  
10 made coworkers feel uncomfortable around her. Kaiser accepted the accusations and swiftly  
11 demanded Plaintiff remove her flag. When Plaintiff refused, and escalated her complaint to  
12 Kaiser's regional HR office, Director of Human Resources Kristin Lawson admitted: "Kaiser  
Northern California got it wrong."
- 13          5.       Kaiser promised to do better. Eleven months later, Kaiser's regional HR team in  
14 Oakland, California distributed a diversity newsletter inviting its members to download pre-  
15 prepared Asian American Pacific Islander Heritage Month and Jewish American Heritage  
16 Month. Arab American Heritage Month - observed nationally every April - was excluded. Arab  
17 employees like Plaintiff were excluded by Kaiser.
- 18          6.       In June 2024, Plaintiff formally requested that Kaiser include Arabs and  
19 Palestinians in its diversity programming. Kaiser refused.
- 20          7.       On August 8, 2024, Perkins physically assaulted Plaintiff at work by forcefully  
21 pushing a chair into the back of Plaintiff's legs, causing Plaintiff's body to fall forward and her  
22 knees to buckle. Sharon Palacio, a colleague, observed the assault and told Plaintiff it was "on  
purpose." Plaintiff reported the issue to HR and EEO.
- 23          8.       Kaiser opened its investigation into Plaintiff's assault complaint on August 8,  
24 2024 and held it open until March 24, 2025—approximately nine and a half months later. EEO  
25 concluded Plaintiff's complaint was "unsubstantiated." They reached that conclusion without  
26 taking a statement from the direct witness to the assault, Sharon Palacio.
- 27
- 28

1           9.       On March 27, 2025, Plaintiff appealed. On April 11, 2025, Director of Employee  
2 Relations Kelly Torley denied Plaintiff's appeal. That same day—April 11, 2025—in response to  
3 a complaint filed by Perkins, Kaiser opened an investigation against Plaintiff. Hours after  
4 denying her appeal, Kaiser's Oakland-directed HR team located and interviewed Kaiser  
5 employees Kyong Myers, Denise Rock, and Koua Xiong. In response to directed questioning,  
6 Kyong Myers indicated that Plaintiff was her "calm, usual self" during the exchange with Perkin.  
7 Seeking to undermine Myers' recollection, Kaiser HR Manager Carrie Miller followed up by  
8 asking "How do you remember? It was so long ago?"

9           10.       Kaiser did nothing to protect Plaintiff. Every day she walked into a Kaiser facility  
10 to work, and every day she faced the employee—a union representative who publicly declared  
11 her hatred for Arabs and Muslims, falsely accused Plaintiff of being "linked to terrorism," and  
12 then physically assaulted her—she, the Arab American in the equation, was excluded from equal  
13 treatment under the law.

14           11.       Plaintiff cannot resign from Kaiser. Her three children depend on her Kaiser  
15 health insurance for their medical care. She is trapped—forced to work alongside her assailant or  
16 lose her family's healthcare coverage

17           12.       After physical, mental and emotional deterioration she was forced to request a  
18 demotion, outside of the ER where she deeply valued her role as a key operator in a tight-knit  
19 and quick-acting team of professionals working with extraordinary purpose, to a department as  
20 far away from the ER as Plaintiff could manage to avoid her assailant.

21           13.       Kaiser discriminated against its Arab American employee by consistently  
22 excluding from her access to a just and fair consideration of her valid complaints.

### **PARTIES**

23           14.       Plaintiff MONA JOY KAFATI is a Palestinian-American Christian mother of  
24 three children who depend on her Kaiser health insurance. Plaintiff is a registered nurse (MSN,  
25 RN, PCCCM III) who has served Kaiser patients since July 25, 2016—nearly a decade of  
26 dedicated service. Plaintiff resides in El Dorado County, California. Plaintiff cannot resign from  
27 Kaiser without losing the health coverage her children require, which has forced her to continue  
28 working in proximity to her assailant.

1           15. Defendants KAISER FOUNDATION HOSPITALS, KAISER FOUNDATION  
2 HEALTH PLAN, INC., and THE PERMANENTE MEDICAL GROUP, INC. (collectively  
3 "Kaiser") operate as an integrated healthcare enterprise in California, including at the Roseville  
4 facility where the events alleged herein occurred.

5           16. Plaintiff is informed and believes, and based thereon alleges, that the DOE  
6 Defendants 1-100 named herein are responsible in some manner for the occurrences alleged  
7 herein, and that Plaintiff's injuries and damages as alleged herein were proximately caused by the  
8 conduct of said DOE Defendants.

9           17. Plaintiff will seek leave to amend this Complaint to allege the true name and  
10 capacity of the DOE Defendant when such identity becomes known.

11           18. At all relevant times, Director of Human Resources Kristin Lawson, Employee  
12 Relations Manager David Ayala, HR Consultant Carrie S. Miller, and Director of Employee  
13 Relations Kelly Torley exercised substantial discretionary authority over significant aspects of  
14 Kaiser's employment policies and practices in Northern California and were managing agents of  
15 Kaiser within the meaning of Civil Code § 3294. These individuals had authority to: (a) make  
16 final determinations on EEO complaints; (b) direct and oversee workplace investigations; (c)  
17 implement or deny workplace safety accommodations; (d) determine employee discipline and  
18 separation; and (e) establish and enforce diversity and inclusion policies for Kaiser's Northern  
19 California region. Each of these individuals had actual knowledge of Plaintiff's complaints of  
20 discrimination, harassment, assault, and retaliation, and either personally participated in,  
21 directed, authorized, or ratified the unlawful conduct alleged herein.

**KAISER'S CORPORATE STRUCTURE AND CENTRALIZED OAKLAND CONTROL**

22           19. Kaiser Permanente operates through three interdependent corporate entities:

23           a. Kaiser Foundation Health Plan, Inc. (KFHP) - a California non-profit  
24 public benefit corporation that collects member premiums and provides centralized operating  
25 services for all Kaiser entities;

26           b. Kaiser Foundation Hospitals (KFH) - a California non-profit public  
27 benefit corporation that owns and operates hospital facilities; and  
28

1                   c.       The Permanente Medical Group, Inc. (TPMG) - a California for-profit  
2 corporation providing physician services.

3                   20.       These three entities are completely interdependent and operate as a single  
4 integrated enterprise. They:

- 5                   a.       Share the same administrative offices;
- 6                   b.       Are bound by the same personnel policies;
- 7                   c.       Share revenue generated by Kaiser members;
- 8                   d.       Coordinate strategic goals as an integrated economic service unit;
- 9                   e.       Enter into exclusive, perpetually ongoing agreements to provide services  
10 to Kaiser members; and
- 11                  f.       Cannot operate independently of one another.

12                  21.       KFHP serves as the operational headquarters for all Kaiser entities, providing  
13 centralized administrative services including:

- 14                  a.       All human resources functions and personnel policy development;
- 15                  b.       Maintenance of all personnel records for all Kaiser entities;
- 16                  c.       EEO investigation oversight and final decision-making authority through a  
17 centralized EEO Investigations Unit;
- 18                  d.       Payroll processing and benefits administration for all entities;
- 19                  e.       Self-insurance and funding of defense and satisfaction of liability claims  
20 for all entities; and
- 21                  f.       Loss prevention programs for all entities.

22                  22.       For Northern California facilities, including the Roseville facility where Plaintiff  
23 worked, KFHP's Regional Headquarters located in Oakland, Alameda County, performs all of  
24 these centralized functions and maintains direct operational control over employment decisions,  
25 investigations, and policy enforcement.

26                  23.       Upon information and belief, KFHP's annual revenue exceeds \$50 billion.

27                  24.       KFHP is self-insured and funds the defense and satisfaction of liability claims for  
28 all Kaiser entities from its Oakland headquarters.

**KAISER'S PRIOR DISCRIMINATION SETTLEMENTS AND VERDICTS**

1           25.     On April 22, 2021, Kaiser Foundation Health Plan, Inc., Kaiser Foundation  
2 Hospitals, and The Permanente Medical Group, Inc.—the same entities named as Defendants  
3 here—entered into an \$11,504,759 class action settlement to resolve race discrimination claims  
4 in *Stewart et al. v. Kaiser Foundation Health Plan, et al.*, San Francisco County Superior Court  
5 Case No. CGC-21-590966.

6           26.     The Court granted final approval of the *Stewart* settlement on March 10, 2022,  
7 establishing that date as the "Effective Date" and commencing a three-year Compliance Period  
8 ending March 10, 2026.

9           27.     The *Stewart* settlement covered employees in Kaiser's 'Northern California  
10 (NCAL)' region, which includes the Roseville facility where Plaintiff worked. The San Francisco  
11 Superior Court retained continuing jurisdiction compliance for four years from the Effective  
12 Date (through March 10, 2026).

#### **JURISDICTION AND VENUE**

13           28.     This Court has jurisdiction over this action pursuant to California Constitution,  
14 Article VI, Section 10, as Plaintiff seeks damages in excess of the Superior Court's minimum  
15 jurisdictional amount.

16           29.     Venue is proper in Alameda County pursuant to Code of Civil Procedure § 395  
17 because the obligations and liabilities alleged herein arose in Alameda County, where Kaiser's  
18 Northern California Regional Headquarters is located and from which the unlawful employment  
19 decisions affecting Plaintiff were made, directed, and ratified.

20           30.     Alternatively, venue is proper in Alameda County pursuant to Code of Civil  
21 Procedure § 395.5 as Defendants' principal executive offices for Northern California operations  
22 are located in Oakland, Alameda County.

23           31.     The situs of injury is Alameda County because:

24           i.       Kaiser's Northern California Regional HR office operated through and  
25 from Oakland, California implemented ultimate decision-making authority over Plaintiff's EEO  
26 complaint, including oversight of the centralized EEO investigation conducted by KFHP's EEO  
27 Investigations Unit, which is supervised by Vice President Todd Trotter pursuant to the *Stewart*  
28 settlement;

1           ii.           Under the Court supervised *Stewart* settlement, Trotter is required to: (i)  
2 oversee Kaiser's centralized EEO Investigations Unit; (ii) conduct annual audits of EEO  
3 complaints to identify repeat problem employees like Perkins; (iii) examine race discrimination  
4 complaints and take corrective action when discrimination against "persons in a protected class"  
5 was identified; and (iv) report semi-annually to Oakland-based Class Counsel on compliance—  
6 all of which should have prevented or remedied Plaintiff's discrimination;

7           iii.           Under Kaiser's corporate structure, KFHP's Oakland-based Regional  
8 Headquarters provides all human resources functions, maintains all personnel records, oversees  
9 all EEO investigations through its centralized EEO Investigations Unit supervised by Trotter,  
10 and makes final employment decisions for Northern California facilities; Director Kelly Torley,  
11 who denied Plaintiff's appeal and HR Consultant Carrie Miller, operated under the policies and  
12 supervision of Oakland regional HR;

13           iv.           KFHP self-insures and funds the defense and satisfaction of liability  
14 claims for all Kaiser entities from its Oakland headquarters, meaning the decision to contest  
15 rather than remedy Plaintiff's discrimination was made in Oakland; and

16           v.           Local Roseville facility management, had no independent authority to  
17 conduct EEO investigations, make final determinations on discrimination complaints, assign  
18 EEO investigators, implement company-wide diversity programming, or override decisions  
19 made by Oakland Regional HR and the centralized EEO Investigations Unit supervised by Vice  
20 President Todd Trotter.

21           32.       The gravamen of this action is not the discriminatory conduct of individual  
22 Roseville employees, it is Kaiser HR's systematic, Oakland-directed failure to prevent  
23 discrimination, failure to properly investigate discrimination through its centralized EEO  
24 Investigations Unit, retaliation for reporting discrimination, and failure to implement court-  
25 ordered anti-discrimination reforms - during an active court-supervised compliance period.

26           33.       Plaintiff has exhausted all administrative prerequisites by filing a complaint with  
27 the California Civil Rights Department and receiving a right-to-sue notice.

28           **INDEPENDENT STATUTORY CLAIMS**

1           34. Plaintiff's claims arise under the California Fair Employment and Housing Act  
2 (Government Code § 12900 et seq.) and other California statutory and common law, which  
3 provide independent statutory rights separate from any rights under the collective bargaining  
4 agreement ("CBA").

5           35. To the extent Plaintiff references violations of the CBA's scheduling provisions or  
6 other CBA terms, such references are alleged solely as evidence of discriminatory and retaliatory  
7 motive, not as independent contract claims subject to arbitration under the Labor Management  
8 Relations Act, 29 U.S.C. § 185.

9           36. Plaintiff's claims are not substantially dependent on analysis of the CBA and  
10 would exist even in the absence of a CBA. The scheduling violations alleged herein demonstrate  
11 discriminatory and retaliatory animus in violation of FEHA and California Labor Code, which  
12 provide rights independent of any contractual rights.

### STATEMENT OF FACTS

#### **Plaintiff's Employment and Protected Characteristics**

13           37. Plaintiff is Palestinian-American. Plaintiff's Palestinian national origin and Arab  
14 ethnicity are apparent from her name, appearance, and cultural expression.

15           38. Plaintiff is Christian. However, Plaintiff has been perceived by Kaiser employees,  
16 including Perkins, as Muslim based on her Palestinian identity.

17           39. Plaintiff's protected characteristics are visible and known to Defendants.

#### **November/December 2023: Hate Speech Expressing Discriminatory Animus**

18           40. In approximately November or December 2023, in the presence of witness  
19 Charmaine Miguel, Perkins stated: "I hate Arabs and Muslims since September 11th."  
20

21           41. This statement explicitly blamed all Arabs and Muslims for the September 11th,  
22 2001 terrorist attacks and expressed hatred toward Plaintiff's ethnic and perceived religious  
23 group. Perkins made this statement in her capacity as both a Kaiser employee and a union  
24 representative—a dual role that gave her institutional authority and made her hatred particularly  
25 chilling to those who heard it.  
26  
27  
28

1           42. Charmaine Miguel later confirmed to Kaiser EEO Investigator David Ayala that  
2 Perkins made this statement. Despite this confirmation, Kaiser's months-long investigation  
3 concluded the complaints were "unsubstantiated."

4 **May 2024: Discriminatory Enforcement Against Palestinian Expression**

5           43. On May 24, 2024, Kaiser HR demanded that Plaintiff remove her Palestinian flag  
6 profile picture because it made coworkers "uncomfortable." Kaiser permitted other employees to  
7 display cultural and national symbols without restriction.

8           44. On May 29, 2024, Kaiser escalated its demand, with management stating they  
9 were "telling" Plaintiff to remove the image, not "asking." At the same time Kaiser demanded  
10 Plaintiff remove her Palestinian flag, Kaiser permitted other employees to display cultural and  
11 national symbols in their profile pictures and workspace without any restriction, including:  
12 American flags, Irish flags and shamrocks, rainbow pride flags, Christian crosses, and "Blue  
13 Lives Matter" symbols. Upon information and belief, no employee displaying any of these  
14 symbols was told their display made coworkers "uncomfortable" or was asked to remove them.

15           45. On May 30, 2024, Plaintiff's colleagues witnessed this discriminatory treatment  
16 and some cried in outrage at an impromptu staff meeting.

17           46. On June 3, 2024, Plaintiff filed a formal written complaint with Kaiser leadership  
18 documenting discrimination and harassment based on her Palestinian national origin and  
19 perceived Muslim religious identity. Kaiser HR logged this complaint and forwarded it to  
20 multiple levels of management, including Regional HR.

21 **Kaiser's Admission: "Kaiser Northern California Got It Wrong"**

22           47. On or about June 4 or 5, 2024, Director of Human Resources Kristin Lawson  
23 contacted Plaintiff and admitted: "Kaiser Northern California got it wrong."

24           48. Plaintiff requested that Kaiser include Arabs and Palestinians in its mandatory  
25 diversity and inclusion training. Kaiser promised to consider this request.

26           49. Despite this admission and promise, Kaiser took no corrective action and made no  
27 changes to its diversity programming.

28 **July 2024: False Accusations Linking Palestinian Identity to Terrorism**

1           50.     In July 2024, Perkins made statements to Kaiser HR Manager Carrie S. Miller and  
2 other management personnel that Plaintiff's display of the Palestinian flag was "linked to  
3 terrorism." Perkins stated that Plaintiff "poses a threat" and that coworkers were "uncomfortable  
4 being around her."

5           51.     Kaiser accepted and acted upon these false accusations rather than recognizing  
6 them as evidence of Perkins' ongoing discriminatory campaign against Plaintiff.

7           **August 8, 2024: Physical Assault and Battery**

8           52.     On August 8, 2024 at approximately 7:40 AM, in Kaiser's Roseville facility  
9 Emergency Room, Perkins entered Plaintiff's workspace and forcefully pushed a chair into the  
10 back of Plaintiff's legs, causing Plaintiff's knees to buckle as she fell forward and experienced  
11 pain.

12           53.     Witness and co-worker Sharon Palacio observed the assault and promptly told  
13 Plaintiff it was "on purpose."

14           54.     Plaintiff immediately reported the assault via email at 8:47 AM that same day,  
15 writing: "This is beyond hostile and has now advanced to physical assault."

16           55.     In reporting the assault, Plaintiff told Kaiser management and HR that Kaiser was  
17 failing to keep her workplace safe and that Kaiser needed to intervene to protect both Plaintiff  
18 and other staff from further workplace violence. Plaintiff reasonably believed that Kaiser's  
19 failure to separate her from Perkins and to implement basic safety measures after a physical  
20 assault violated California workplace violence prevention requirements and Kaiser's own  
21 workplace violence policies.

22           56.     Kaiser took no action to separate Plaintiff from Perkins. Kaiser conducted no  
23 immediate investigation. Kaiser implemented no workplace violence prevention plan.

24           **August 2024 – March 2025: Ongoing Threats and Harassment**

25           57.     Following the assault, Perkins made repeated threatening statements in Plaintiff's  
26 presence:

27           58.     October 18, 2024: "Just coming to get my cell phone, not here to attack anyone."

28           59.     October 21, 2024: "Don't worry not going to attack anyone, just walking by"  
(repeated twice).

1           60.    November 18, 2024: "Coming behind you...not to attack."  
2           61.    December 20, 2024: "Squeezing behind you" (multiple times).  
3           62.    March 10, 2025: "Coming behind you" (said only to Plaintiff, not to other  
4 employees in the same workspace).  
5           63.    Plaintiff reported each incident to Kaiser management. Kaiser took no corrective  
6 action and refused to separate Plaintiff from Perkins.  
7           **Constructive Transfer Out of the Emergency Room**  
8           64.    In the weeks following the August 8, 2024 assault, Plaintiff repeatedly requested  
9 that Kaiser separate her from Perkins so that she would not have to work in close physical  
10 proximity to her assailant during overlapping shifts.  
11           65.    Plaintiff could not safely perform her Emergency Room Patient Care Coordinator  
12 duties while working alongside the coworker who had: (a) expressed hatred toward "Arabs and  
13 Muslims"; (b) falsely accused Plaintiff of being "linked to terrorism"; (c) physically assaulted  
14 Plaintiff by forcefully pushing a chair into her legs; and (d) made repeated threatening comments  
15 referencing "attack" directed specifically at Plaintiff.  
16           66.    Rather than discipline or transfer Perkins—the employee who had committed  
17 assault and made discriminatory statements—Kaiser refused to take any action to separate  
18 Plaintiff from her assailant.  
19           67.    In or about August or September 2024, Plaintiff specifically requested a simple  
20 schedule accommodation: changing her Emergency Room start time from 7:00 a.m. to 7:30 a.m.  
21 or 8:00 a.m. so that she would not overlap with Perkins' schedule. In or about April or May 2025,  
22 this request was communicated to the Continuum of Care ("COC") Director. This  
23 accommodation would have allowed Plaintiff to continue in her preferred Emergency Room  
24 position while avoiding daily contact with her assailant.  
25           68.    Kaiser and COC Directors denied Plaintiff's request and refused to change her  
26 start time. Kaiser told Plaintiff that the requested schedule change was not possible and that her  
27 start time could not be accommodated.  
28           69.    Because Kaiser refused to implement this simple accommodation or otherwise  
separate her from Perkins, Plaintiff had no choice but to leave her preferred Emergency Room

1 Patient Care Coordinator position. Plaintiff was forced to transfer into an inpatient Case Manager  
2 position within the same department in or about September 2025 to avoid daily contact with her  
3 assailant. On occasions, Plaintiff had called out sick to avoid contact with her assailant.

4 70. The transfer was not voluntary. Plaintiff did not want to leave the Emergency  
5 Room.

6 71. Plaintiff remained in her ER position for over a year after the assault because, as  
7 she wrote to Kaiser leadership on April 11, 2025, she had been "patiently waiting for the system  
8 to work, waiting on the investigation."

9 72. Only after Kaiser closed the investigation as "unsubstantiated," denied her appeal,  
10 and opened a retaliatory investigation did Plaintiff accept that Kaiser would never protect her.

11 73. She was forced to choose: her safety or her assignment. Kaiser created this  
12 impossible choice. The economic coercion gave Kaiser additional leverage to discriminate  
13 against Plaintiff, knowing she could not leave her employment without jeopardizing her  
14 children's healthcare – particularly for one child requiring consistent medical intervention.

15 74. The transfer materially changed the nature and conditions of Plaintiff's  
16 employment, including her daily duties, work environment, patient population, professional  
17 development opportunities, and career trajectory.

18 75. After Plaintiff transferred out of the Emergency Room Patient Care Coordinator  
19 position, Kaiser posted that same position on November 6, 2025 with an 8:00 a.m. start time—  
20 the exact accommodation Kaiser told Plaintiff was "not possible" when she requested it. Kaiser  
21 thereby implemented the exact accommodation it had denied Plaintiff—proving that the earlier  
22 denial was not based on operational necessity but was discriminatory and retaliatory.

### 23 **The Months-Long Investigation**

24 76. On or about June 10, 2024, Plaintiff filed a formal EEO complaint with Kaiser's  
25 EEO Investigations Unit.

26 77. Kaiser's Policy HR-200.1 requires investigations to be completed within 90 days.

27 78. The investigation lasted approximately nine and a half months—more than seven  
28 months beyond Kaiser's 90-day policy. This prolonged investigation without interim safety  
measures constitutes a failure to prevent harassment and discrimination.

1           79.     On December 20, 2024, Kaiser EEO Investigator David Ayala told Plaintiff: "My  
2 investigation is complete and I hope to have time to write it up this week."

3           80.     On March 24, 2025, Kaiser closed the investigation as "unsubstantiated."

4           81.     Kaiser never interviewed assault witness Sharon Palacio.

5           82.     Kaiser's investigator failed to interview witnesses Kyong Myers, Denise Rock, or  
6 Koua Xiong.

7           83.     On March 27, 2025, Plaintiff appealed the closure.

8           84.     On April 11, 2025, Director of Employee Relations Kelly Torley denied the  
9 appeal.

**April 11, 2025: The Same-Day Retaliation**

10          85.     On March 27, 2025, Plaintiff filed an appeal. On April 11, 2025, Kaiser closed  
11 Plaintiff's complaint as "unsubstantiated" after a months-long investigation.

12          86.     On April 11, 2025—same day—Kaiser opened an investigation against Plaintiff.

13          87.     The investigation concerned an alleged "incomplete handoff" incident from  
14 August 7, 2024—more than seven months earlier—in which Perkins accused Plaintiff of  
15 professional misconduct.

16          88.     On April 11, 2025, HR Consultant Carrie Miller interviewed Kyong Myers,  
17 Denise Rock, and Koua Xiong. Kaiser located and interviewed these three witnesses in 48  
18 hours—the same witnesses Kaiser's EEO investigator claimed he could not find in nine and a  
19 half months.

20          89.     When witness Kyong Myers testified that Plaintiff was "calm, usual self" during  
21 the August 7, 2024 incident, Kaiser HR Manager Carrie Miller responded: "How do you  
22 remember? It was so long ago?!"

23          90.     This statement demonstrates Kaiser's retaliatory intent: questioning the credibility  
24 of witnesses who supported Plaintiff while simultaneously investigating an incident from eight  
25 months earlier.

26          91.     On October 23, 2025, Kaiser closed this investigation as "unsubstantiated" as  
27 well.

**May 2, 2025: Kaiser's Public Answer to Plaintiff's Request for Inclusion**

1           92.     On May 2, 2025, Kaiser Oakland sent an "Equity, Inclusion & Diversity  
2 Celebrations" newsletter to employees.

3           93.     The newsletter celebrated Jewish American Heritage Month and Asian American  
4 Pacific Islander Heritage Month.

5           94.     The newsletter stated: "Equity is at the heart of our mission, and we will pursue  
6 this vision until everyone has the opportunity to lead a healthy life." The newsletter included a  
7 link to make the Jewish star as a Microsoft Teams background.

8           95.     Arab American Heritage Month—observed nationally every April—received no  
9 mention.

10          96.     Palestinians and Arab Americans were excluded from Kaiser Oakland diversity  
11 programming.

12          97.     This exclusion occurred eleven months after Plaintiff's request for inclusion and  
13 Kaiser's admission that it "got it wrong."

14           **August 2025: Continuing Discrimination Through Scheduling**

15          98.     During a two-week period in August 2025, Kaiser denied Plaintiff available  
16 shifts while simultaneously paying less senior employees, including Perkins, overtime wages for  
17 performing the same work Plaintiff was qualified and available to perform at straight time.

18          99.     Plaintiff had greater seniority than these employees and was available to work  
19 these shifts at straight time.

20          100.    Kaiser bypassed Plaintiff—a senior Arab employee who had complained of  
21 discrimination—and instead scheduled her assailant and other less senior  
22 employees for overtime (time-and-a-half) pay.

23          101.    This scheduling pattern deviated from Kaiser's standard practice of offering  
24 available shifts to more senior qualified employees before paying  
25 overtime to junior employees.

26          102.    Plaintiff lost wages believed to be in excess of \$10,000 during this  
27 period due to Kaiser's refusal to schedule her for shifts for which she was  
28 qualified, available, and entitled under Kaiser's ordinary scheduling practices.

1           103. Kaiser offered no legitimate, non-discriminatory explanation for bypassing  
2 a more senior, qualified, available nurse at straight-time pay in favor of  
3 paying her assailant and less senior employees overtime wages for the same work.

4           104. This pattern of denying shift assignments to Plaintiff while simultaneously  
5 paying overtime to her assailant and less senior employees is consistent with  
6 discriminatory and retaliatory animus and constitutes an adverse employment  
7 action causing economic harm.

8           **PATTERN AND PRACTICE: INSTITUTED DISCRIMINATION AGAINST ARAB,  
9 MUSLIM, AND PALESTINIAN EMPLOYEES**

10           105. In or about May 2024, Kaiser HR told multiple employees at the Roseville facility  
11 that expressions of support for Palestine or Gaza were "political" and not permitted, while  
12 permitting employees to display other national, cultural, and political symbols without  
13 restriction.

14           106. Upon information and belief based on conversations with coworkers, at least two  
15 other employees of Arab or Middle Eastern descent at Kaiser's Roseville facility were told by  
16 management during the same time period that their cultural expressions made coworkers  
17 "uncomfortable" and were asked to remove or conceal cultural identifiers, while employees  
18 displaying other cultural symbols were not subjected to similar demands.

19           107. Kaiser's May 2, 2025 newsletter - which celebrated Jewish American Heritage  
20 Month and Asian American Pacific Islander Heritage Month while excluding Arab American  
21 Heritage Month - was distributed system-wide to all Kaiser Northern California employees,  
22 reflecting an institutional pattern of excluding Arab and Palestinian employees from Kaiser's  
23 diversity and inclusion initiatives.

24           **PHYSICAL INJURIES AND MANIFESTATIONS OF EMOTIONAL DISTRESS**

25           108. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has  
26 suffered severe physical injuries and manifestations of emotional distress constituting separate  
27 compensable harm:

28           1. In October 2024, Plaintiff suffered a panic attack at work requiring  
emergency medical attention;



1           115. Defendants subjected Plaintiff to adverse employment actions including but not  
2 limited to: (a) refusing to change Plaintiff's start time after the August 8, 2024 assault and  
3 thereby forcing Plaintiff to transfer out of her preferred Emergency Room Patient Care  
4 Coordinator position into an inpatient position in order to avoid daily contact with her assailant;  
5 (b) denying Plaintiff shift assignments and economic opportunities in August 2025 scheduling  
6 less senior employees, including Perkins, and paying them overtime while Plaintiff was available  
7 at straight-time pay; and (c) continuing to assign Plaintiff to work in close proximity to her  
8 assailant and refusing to implement basic separation measures that would have allowed Plaintiff  
9 to perform her job in a safe environment.

10           116. Kaiser's adverse employment actions were directly caused by Perkins'  
11 discriminatory animus. Perkins actively influenced Kaiser's decision-making  
12 by: (a) making false reports to Kaiser HR Manager Carrie Miller that Plaintiff's  
13 Palestinian flag was "linked to terrorism" and that Plaintiff "poses a threat,"  
14 which Kaiser accepted without investigation and used as the basis to demand  
15 Plaintiff remove her flag; (b) making false accusations about Plaintiff's  
16 August 7, 2024 professional conduct, which Kaiser used as the basis for its  
17 April 11, 2025 retaliatory investigation; and (c) continuously reporting  
18 complaints about Plaintiff to management that caused Kaiser to view Plaintiff  
19 as a "problem employee" rather than a victim of discrimination. Kaiser decision-  
20 makers, including HR Manager Carrie Miller, Employee Relations Manager David  
21 Ayala, and Director Kelly Torley, acted on Perkins' biased complaints without  
22 independent investigation, thereby making Perkins' discriminatory animus the  
23 proximate cause of Kaiser's adverse employment actions against Plaintiff. These adverse actions  
24 were motivated by Plaintiff's protected characteristics, as evidenced by Perkins' statement "I hate  
25 Arabs and Muslims since September 11th," Kaiser's selective prohibition of Palestinian symbols,  
26 and Kaiser's exclusion of Arabs and Palestinians from diversity programming.

27           117. As a direct and proximate result, Plaintiff has suffered damages including lost  
28 wages, lost economic opportunities, emotional distress, and other harm.

1 118. Defendants' conduct was willful, malicious, and oppressive, entitling Plaintiff to  
2 punitive damages under California Civil Code § 3294.

3 **SECOND CAUSE OF ACTION**

4 **Harassment Based on Race, National Origin, and Perceived Religion**

5 **(Violation of California Government Code § 12940(j))**

6 **(AGAINST ALL DEFENDANTS)**

7 119. Plaintiff repeats and realleges each and every allegation contained in the  
8 preceding paragraphs as though fully set forth herein.

9 120. Defendants subjected Plaintiff to severe and pervasive harassment based on her  
10 protected characteristics. This harassment included: Perkins' statement "I hate Arabs and  
11 Muslims since September 11th "; false accusations that Plaintiff's Palestinian heritage was  
12 "linked to terrorism"; physical assault by pushing a chair into Plaintiff's legs; and repeated  
13 threatening and mocking statements containing the word "attack." Perkins directed her comments  
14 and conduct at Plaintiff specifically because Plaintiff is Palestinian and perceived as Muslim, as  
15 evidenced by Perkins' statement that she "hate[s] Arabs and Muslims since September 11th," her  
16 false accusations that Plaintiff's Palestinian flag was "linked to terrorism," and her repeated  
17 "attack" comments directed only at Plaintiff and not at other coworkers in the same workspace.

18 121. The harassment was unwelcome. Plaintiff repeatedly reported it and requested  
19 separation from Perkins.

20 122. The August 8, 2024 battery, followed by months of repeated "attack" comments  
21 and Kaiser's refusal to separate Plaintiff from Perkins, would have made a reasonable person in  
22 Plaintiff's position fear further physical harm at work and did in fact alter the conditions of  
23 Plaintiff's employment and her ability to perform her job.

24 123. Kaiser knew or should have known of the harassment and failed to take  
25 immediate and appropriate corrective action.

26 124. As a direct and proximate result, Plaintiff has suffered damages. Defendants'  
27 conduct was willful, malicious, and oppressive, entitling Plaintiff to punitive damages.

28 **THIRD CAUSE OF ACTION**

**Failure to Prevent Discrimination and Harassment**

1                                   **(Violation of California Government Code § 12940(k))**  
2                                   **(AGAINST KAISER DEFENDANTS ONLY)**

3           125. Plaintiff repeats and realleges each and every allegation contained in the  
4 preceding paragraphs as though fully set forth herein.

5           126. Kaiser had a duty under California Government Code § 12940(k) to take all  
6 reasonable steps necessary to prevent discrimination and harassment from occurring.

7           127. Kaiser knew or should have known that discrimination and harassment were  
8 occurring, including through: Perkins' hate speech in November/December 2023; demands to  
9 remove Palestinian symbols in May 2024; false terrorism accusations in July 2024; physical  
10 assault in August 2024; and ongoing threats through March 2025, all of which Plaintiff reported  
11 to Kaiser management as they occurred.

12           128. Despite this knowledge, Kaiser failed to take reasonable steps to prevent  
13 discrimination and harassment, including: failing to discipline Perkins; failing to separate  
14 Plaintiff from Perkins; conducting a months-long sham investigation; retaliating against Plaintiff;  
15 excluding Arabs and Palestinians from diversity programming; and denying Plaintiff economic  
16 opportunities.

17           129. Kaiser's failures were a substantial factor in causing Plaintiff's harm.

18           130. As a direct and proximate result, Plaintiff has suffered damages. Kaiser's conduct  
19 was willful and in conscious disregard of Plaintiff's rights, entitling Plaintiff to punitive damages.

20                                   **FOURTH CAUSE OF ACTION**  
21                                   **Retaliation in Violation of FEHA**  
22                                   **(Violation of California Government Code § 12940(h))**  
23                                   **(AGAINST ALL DEFENDANTS)**

24           131. Plaintiff repeats and realleges each and every allegation contained in the  
25 preceding paragraphs as though fully set forth herein.

26           132. Plaintiff engaged in protected activity by: (a) filing a formal written complaint on  
27 June 3, 2024 documenting discrimination and harassment; (b) reporting physical assault on  
28 August 8, 2024; (c) filing an EEO complaint; (d) appealing the closure of her complaint; and (e)  
repeatedly requesting separation from her assailant.



1 Relations Manager David Ayala, that Kaiser was failing to comply with California workplace  
2 violence prevention requirements, including Labor Code § 6401.9. Plaintiff reported that Perkins  
3 had committed workplace violence by physically assaulting Plaintiff and that Kaiser had failed to  
4 implement its workplace violence prevention obligations by refusing to separate Plaintiff from  
5 Perkins or take steps to prevent further violence.

6 139. At the time of her disclosures, Plaintiff had reasonable cause to believe that  
7 Kaiser was violating California law by: (a) failing to maintain a workplace that was safe from  
8 known hazards of workplace violence; (b) failing to promptly investigate and remediate a  
9 reported assault; and (c) failing to implement and follow an effective workplace violence  
10 prevention plan as required by Labor Code § 6401.9.

11 140. Kaiser retaliated against Plaintiff for making these disclosures by: conducting a  
12 months-long investigation without corrective action; launching a counter-investigation against  
13 her; forcing her to transfer positions; denying her economic opportunities; and subjecting her to  
14 continued exposure to her assailant.

15 141. As a direct and proximate result, Plaintiff has suffered damages.

## 16 **SIXTH CAUSE OF ACTION**

### 17 **Assault**

#### 18 **(AGAINST KAISER DEFENDANTS AND DOE DEFENDANTS 1-100)**

19 142. Plaintiff repeats and realleges each and every allegation contained in the  
20 preceding paragraphs as though fully set forth herein.

21 143. Following the assault, Kaiser had actual knowledge that Perkins made repeated  
22 threatening statements to Plaintiff referencing "attack," yet Kaiser took no action to separate  
23 them or protect Plaintiff. On August 8, 2024, Perkins intentionally engaged in conduct that  
24 caused Plaintiff to reasonably apprehend imminent harmful or offensive contact by forcefully  
25 pushing a chair toward Plaintiff's body. Kaiser is liable for Perkins' assault because Kaiser  
26 negligently supervised and retained Perkins despite actual knowledge of her discriminatory  
27 animus toward Arabs and Muslims, and Kaiser's negligence was a substantial factor in enabling  
28 Perkins to commit the assault.



**Negligent Supervision and Retention**  
**(AGAINST KAISER DEFENDANTS ONLY)**

154. Plaintiff repeats and realleges each and every allegation contained in the preceding paragraphs as though fully set forth herein.

155. Kaiser owed Plaintiff a duty to exercise reasonable care in the hiring, training, supervision, and retention of its employees, including Perkins, so as to provide Plaintiff with a workplace that was physically safe and free from foreseeable risks of violence and harassment.

156. Kaiser had a nondelegable duty under Title 8, California Code of Regulations § 3203 and California Labor Code § 6401.9 to supervise and train its employees to prevent workplace violence. Plaintiff explicitly invoked these obligations in her August 8, 2024 assault report, citing Kaiser's "Principles of Responsibility," Kaiser's "Policies for preventing Work Violence," and Paragraph 3802 of the parties' collective bargaining agreement regarding workplace violence prevention. Despite Plaintiff's explicit invocation of these specific policies, Kaiser violated both statutory requirements and its own contractual and policy obligations by failing to separate employees after a witnessed physical assault.

157. Kaiser knew or should have known that Perkins was unfit, dangerous, or posed a risk of harm to Plaintiff based on: (a) Perkins' statement "I hate Arabs and Muslims since September 11th " made in the presence of witness Charmaine Miguel; (b) Perkins' false accusations that Plaintiff was "linked to terrorism"; (c) Perkins' physical assault on August 8, 2024; and (d) Perkins' repeated threatening statements referencing "attack" directed at Plaintiff.

158. Despite this knowledge, Kaiser negligently retained Perkins in a position where she had access to Plaintiff, failed to adequately supervise Perkins, failed to separate Perkins from Plaintiff, and failed to implement workplace violence prevention measures required by law.

159. Kaiser's negligent supervision and retention of Perkins was a substantial factor in causing Plaintiff's injuries. Had Kaiser taken reasonable action after learning of Perkins' hate speech in November/December 2023—including discipline, retraining, or separation from Arab employees—Perkins would not have been in a position to make false terrorism accusations in July 2024, physically assault Plaintiff in August 2024, or make repeated threatening statements

1 through March 2025. Kaiser's failure to act on known danger directly enabled each subsequent  
2 harm to Plaintiff.

3 160. As a direct and proximate result, Plaintiff has suffered damages including  
4 emotional distress, physical injury, and economic loss.

5 161. As a further result of Kaiser's negligent supervision and retention of Perkins,  
6 Plaintiff has suffered ongoing fear for her physical safety at work, disruption of sleep, anxiety  
7 requiring medical treatment and medication, and the need to alter her work patterns to avoid  
8 locations where she might encounter Perkins.

9 162. Kaiser's conduct demonstrated conscious disregard for Plaintiff's safety, entitling  
10 Plaintiff to punitive damages under Civil Code § 3294.

11 **NINTH CAUSE OF ACTION**

12 **Intentional Infliction of Emotional Distress**

13 **(AGAINST ALL DEFENDANTS)**

14 163. Plaintiff repeats and realleges each and every allegation contained in the  
15 preceding paragraphs as though fully set forth herein.

16 164. Separate and apart from the employment-related harassment and discrimination  
17 alleged above, Defendants, and each of them, engaged in extreme and outrageous conduct  
18 toward Plaintiff by, among other things: implementing the targeting Plaintiff's Palestinian  
19 identity and perceived Muslim religion; demanding removal of her Palestinian flag while  
20 permitting comparable expressions by other employees; accepting and acting upon false  
21 accusations that Plaintiff's cultural expression was "linked to terrorism"; allowing Perkins, a  
22 coworker who stated she "hate[s] Arabs and Muslims since September 11th," to physically  
23 assault Plaintiff and then continue to make threatening "attack" comments for months;  
24 conducting a months-long sham investigation into Plaintiff's complaints without interviewing  
25 key witnesses; immediately turning that process against Plaintiff in a retaliatory counter-  
26 investigation; and denying Plaintiff economic opportunities while paying her assailant overtime.

27 165. Defendants intended to cause Plaintiff severe emotional distress, or acted with  
28 reckless disregard of the probability that Plaintiff would suffer severe emotional distress, by

1 ignoring her safety complaints, refusing to separate her from her assailant, and using the  
2 investigation process to punish rather than protect her.

3 166. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered  
4 severe emotional distress, including humiliation, fear for her physical safety, anxiety requiring  
5 medical treatment and medication, sleep disruption, and loss of enjoyment of life.

6 167. Defendants' conduct was carried out with malice and oppression within the  
7 meaning of Civil Code § 3294, thereby entitling Plaintiff to an award of punitive damages.

### 8 **PRAYER FOR RELIEF**

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

- 10 1. For compensatory damages in amounts to be determined at trial, including:
  - 11 a. Past physical pain and suffering from panic attacks requiring emergency  
12 medical treatment, chronic insomnia, migraines, and other physical manifestations;
  - 13 b. Future physical pain and suffering from ongoing anxiety, depression, and  
14 trauma-related conditions;
  - 15 c. Past emotional distress from hate speech, physical assault, false  
16 accusations, sham investigation, retaliation, systematic exclusion, and forced transfer;
  - 17 d. Future emotional distress from ongoing employment alongside assailant,  
18 permanent reputational harm, and lifetime psychological impact;
  - 19 e. Past and future medical expenses for psychiatric treatment and  
20 medications;
  - 21 f. Past and future lost earnings and earning capacity;
  - 22 g. Other economic and non-economic damages according to proof at trial;
- 23 2. For punitive damages in an amount sufficient to punish and deter Defendants'  
24 malicious, oppressive, and fraudulent conduct, taking into account:
  - 25 a. Defendants' systematic failure to implement court-ordered anti-  
26 discrimination reforms during an active compliance period under court supervision;
  - 27 b. Defendants' false certifications of compliance to Class Counsel while  
28 discriminating against Plaintiff;

1 c. The conduct of Defendants' managing agents who had substantial  
2 discretionary authority and actual knowledge of court-ordered obligations yet deliberately failed  
3 to protect Plaintiff;

4 d. The need for substantial punitive damages to deter future similar conduct  
5 by Defendants given their pattern of repeat offenses despite prior substantial settlements and  
6 verdicts;

7 3. For injunctive relief including but not limited to:

8 a. An order requiring Defendants to separate Plaintiff from Karla Perkins;

9 b. An order requiring Defendants to include Arab American Heritage Month  
in all future diversity programming with equal prominence to other heritage months;

10 c. An order requiring Defendants to provide Upstander Intervention training  
11 to all employees who witnessed hate speech yet failed to intervene;

12 d. An order requiring Defendants to comply with the *Stewart* settlement's  
13 requirements for annual EEO complaint audits and corrective action;

14 e. An order requiring Defendants to report to the Court on compliance with  
15 *Stewart* settlement obligations;

16 4. For reasonable attorneys' fees and costs of suit.

17 5. For pre-judgment and post-judgment interest as allowed by law;

18 6. For such other and further relief as the Court deems just and proper.

19 **DEMAND FOR JURY TRIAL**

20 PLAINTIFF MONA JOY KAFATI hereby demands a jury trial with respect to all issues  
21 triable of right by jury.

22 Dated: February 05, 2026

**WORKERS' ADVOCATE LAW GROUP**

24 By:

25 \_\_\_\_\_  
26 Samy Harmoush, Esq.  
27 Attorneys for PLAINTIFF,  
28 Mona Joy Kafati