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11 LUIS A. ORTIZ

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 FOR THE COUNTY OF LOS ANGELES

13 LUIS A. ORTIZ

14 Plaintiff,

15 v.

16 ELEVANCE HEALTH, INC., a  
17 corporation; ANTHEM BLUE CROSS  
18 LIFE AND HEALTH INSURANCE  
19 COMPANY, a corporation; BLUE  
20 CROSS OF CALIFORNIA, a corporation;  
21 THE ELEVANCE HEALTH  
22 COMPANIES OF CALIFORNIA, INC., a  
23 corporation; THE ELEVANCE HEALTH  
24 COMPANIES, INC., a corporation; THE  
25 ANTHEM COMPANIES, INC., a  
26 corporation; ANTHEM INSURANCE  
27 COMPANIES, INC., a corporation;  
28 SUSAN MILLET-REILLY, an individual;  
and DOES 1 through 50, inclusive,

Defendants.

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
6/26/2024 10:35 AM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By E. Galicia, Deputy Clerk

CASE NO.: **24STCV15952**

**COMPLAINT FOR DAMAGES FOR:**

1. Harassment and Discrimination Based on Medical Condition and/or Disability (Cal. Govt. Code § 12940)
2. Failure to Reasonably Accommodate Medical Condition and/or Disability (Cal. Govt. Code § 12940(m))
3. Failure to Engage in a Timely, Good Faith Interactive Process with an Employee to Determine Effective Reasonable Accommodations (Cal. Govt. Code § 12940(n))
4. Retaliation for Requesting a Reasonable Accommodation in Violation of the Fair Employment and Housing Act (Cal. Govt. Code § 12940(m)(2))
5. Retaliation for Exercising Rights Pursuant to the California Family Rights Act (Cal. Gov't Code § 12945.2(l))

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6. Discrimination Based on National Origin, Ancestry, Ethnicity, Color, and/or Race (Cal. Gov't Code § 12940)
7. Failure to Take All Reasonable Steps to Prevent Discrimination and Harassment (Cal. Govt. Code § 12940(k))
8. Retaliation in Violation of the Fair Employment and Housing Act (Cal. Gov't Code § 12940(h))
9. Retaliation (Cal. Labor Code § 1102.5)
10. Wrongful Termination in Violation of Public Policy
11. Failure to Provide Personnel and Wage Records
12. Intentional Infliction of Emotional Distress
13. Negligent Infliction of Emotional Distress

**DEMAND FOR JURY TRIAL**

Complaint Filed: To Be Filed  
Trial Date: To Be Scheduled

1 Plaintiff, LUIS A. ORTIZ (hereinafter “MR. ORTIZ” or “PLAINTIFF”), as an  
2 individual, complains as alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. The Court has jurisdiction over the defendants because they are residents  
5 of and/or doing business in the State of California.

6 2. Venue is proper in this county in accordance with Section 395(a) of the  
7 California Code of Civil Procedure because the defendants, or some of them, reside in this  
8 county, and the injuries alleged herein occurred in this county. Venue is further appropriate in  
9 this county in accordance with Section 395(a) and Section 395.6 of the California Code of Civil  
10 Procedure because defendants and PLAINTIFF contracted to perform their obligations in this  
11 county, the contract was entered into in this county, and because the liability, obligation and  
12 breach occurred within this county. Venue is further appropriate in this county in accordance  
13 with Section 12965(b) of the California Government Code because the unlawful practices  
14 alleged by PLAINTIFF in violation of the California Fair Employment and Housing Act [Cal.  
15 Gov’t Code §§ 12940, *et seq.*] were committed in this county.  
16

17 **PARTIES**

18 3. MR. ORTIZ is an individual who resides and who, at all relevant times  
19 during the events alleged herein, resided in the County of Los Angeles, State of California. MR.  
20 ORTIZ, a citizen of the United States, was originally born in Mexico.

21 4. Plaintiff LUIS ORTIZ is informed and believes, and thereon alleges, that  
22 defendants ELEVANCE HEALTH, INC., ANTHEM BLUE CROSS LIFE AND HEALTH  
23 INSURANCE COMPANY, BLUE CROSS OF CALIFORNIA, THE ELEVANCE HEALTH  
24 COMPANIES OF CALIFORNIA, INC., THE ELEVANCE HEALTH COMPANIES, INC.,  
25 THE ANTHEM COMPANIES, INC., ANTHEM INSURANCE COMPANIES, INC. and DOES  
26 1 through 50, inclusive, and each of them, are, and at all times herein mentioned were,  
27 corporations or other business entities doing business in the State of California and in the County  
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1 of Los Angeles. MR. ORTIZ is further informed and believes, and thereon allege, that said  
2 defendants are and were, at all relevant times mentioned herein, “employer[s]” within the  
3 meaning of Sections 12926(d) and 12940(j)(4)(A) of the California Government Code. In  
4 addition, each defendant compelled, coerced, aided, and abetted the discrimination and  
5 harassment, which is prohibited under Section 12940(i) of the California Government Code.  
6 Finally, at all relevant times mentioned herein, all defendants acted as agents of all other  
7 defendants in committing the acts alleged herein.

8  
9 5. Defendant ELEVANCE HEALTH, INC. is a corporation incorporated in  
10 Delaware with its principal executive offices located in Indiana. It purports to be “one of the  
11 largest health insurers in the United States,” with extensive businesses, brands and products,  
12 including: Anthem Blue Cross/Anthem Blue Cross and Blue Shield,” “Wellpoint,” and  
13 “Carelton.” It is a massive conglomerate with hundreds of subsidiaries, agents, and affiliated  
14 entities throughout the U.S., including California, and does business under many names,  
15 including Elevance, Anthem, and Anthem Blue Cross. It owns, controls, manages, and sets  
16 policies for all of the other business entity defendants, including ELEVANCE HEALTH, INC.,  
17 ANTHEM BLUE CROSS LIFE AND HEALTH INSURANCE COMPANY, BLUE CROSS OF  
18 CALIFORNIA, THE ELEVANCE HEALTH COMPANIES OF CALIFORNIA, INC., THE  
19 ELEVANCE HEALTH COMPANIES, INC., THE ANTHEM COMPANIES, INC., ANTHEM  
20 INSURANCE COMPANIES, INC. and DOES 1 through 50, inclusive.

21 6. Defendants ELEVANCE HEALTH, INC., ANTHEM BLUE CROSS  
22 LIFE AND HEALTH INSURANCE COMPANY, BLUE CROSS OF CALIFORNIA, THE  
23 ELEVANCE HEALTH COMPANIES OF CALIFORNIA, INC., THE ELEVANCE HEALTH  
24 COMPANIES, INC., THE ANTHEM COMPANIES, INC., ANTHEM INSURANCE  
25 COMPANIES, INC. and DOES 1 through 50 are an entangled web of over-lapping and highly  
26 coordinated, related entities that constitute and act as an integrated enterprise, joint employers  
27 and alter egos of one another. They are, together, an integrated enterprise and/or “single  
28 employer” for purposes of the unlawful employment practices alleged herein, exhibiting, among



1 other things, interrelation of operations, common management, centralized control of labor  
2 relations, and common ownership and financial control. They share common officers, directors,  
3 corporate locations, operations, finances and policies. Indeed, the company acknowledges, in its  
4 annual 10-K corporate reports, that the terms “we,” “our,” “us,” “Anthem,” “Elevance Health,”  
5 or the “Company” refer collectively to the company and all of its direct and indirect subsidiaries.

6  
7 7. Indeed, it is virtually impossible to disentangle the complex web of multi-  
8 layered interrelated entities, which comprise this arcane Anthem/Elevance/Blue Cross enterprise;  
9 it is akin to attempting to solve a Rubik’s cube in the dark. They file consolidated financial and  
10 operational reports, they share directors, officers, owners, managers, have common corporate  
11 addresses, and consolidate their employment oversight in a common human resources  
12 department. In addition to constituting an integrated enterprise, this network of entities  
13 constitutes joint employers, with employment decisions, recruitment, policies and control  
14 emanating from all of the integrated entities.

15 8. Defendant ANTHEM BLUE CROSS LIFE AND HEALTH INSURANCE  
16 COMPANY is a corporation incorporated in California with its principal offices located at 21215  
17 Burbank Blvd., Woodland Hills, California. The company shares a significant number of  
18 common officers, directors, and management with the other business entity defendants. For  
19 example, its Chief Governance Officer and Corporate Secretary is Kathleen Susan Kiefer, who is  
20 also the Chief Governance Officer and Corporate Secretary of defendants ELEVANCE  
21 HEALTH, INC., BLUE CROSS OF CALIFORNIA, THE ELEVANCE HEALTH  
22 COMPANIES OF CALIFORNIA, INC., THE ELEVANCE HEALTH COMPANIES, INC., and  
23 ANTHEM INSURANCE COMPANIES, INC. As another example, its CEO is Beth Ellen  
24 Anderson, who is also the CEO of defendants BLUE CROSS OF CALIFORNIA, and THE  
25 ELEVANCE HEALTH COMPANIES OF CALIFORNIA, INC.

26  
27 9. Defendant BLUE CROSS OF CALIFORNIA (which, according to the  
28 SEC Form 10K filed by defendant ELEVANCE HEALTH, INC., does business as “Anthem

1 Blue Cross”) is a corporation incorporated in California with its principal offices located at  
2 21215 Burbank Blvd., Woodland Hills, California. The company shares a significant number of  
3 common officers, directors, and management with the other business entity defendants. For  
4 example, its Chief Governance Officer and Corporate Secretary is Kathleen Susan Kiefer, who is  
5 also the Chief Governance Officer and Corporate Secretary of defendants ELEVANCE  
6 HEALTH, INC., BLUE CROSS OF CALIFORNIA, THE ELEVANCE HEALTH  
7 COMPANIES OF CALIFORNIA, INC., THE ELEVANCE HEALTH COMPANIES, INC., and  
8 ANTHEM INSURANCE COMPANIES, INC. As another example, its CEO is Beth Ellen  
9 Anderson, who is also the CEO of defendants ANTHEM BLUE CROSS LIFE AND HEALTH  
10 INSURANCE COMPANY, and THE ELEVANCE HEALTH COMPANIES OF CALIFORNIA,  
11 INC.

12  
13 10. Defendant THE ELEVANCE HEALTH COMPANIES OF  
14 CALIFORNIA, INC. is a corporation incorporated in California with its principal offices located  
15 at the same address as the principal offices of defendant ELEVANCE HEALTH, INC. The  
16 company shares a significant number of common officers, directors, and management with the  
17 other business entity defendants. For example, its Chief Governance Officer and Corporate  
18 Secretary is Kathleen Susan Kiefer, who is also the Chief Governance Officer and Corporate  
19 Secretary of defendants ELEVANCE HEALTH, INC., ANTHEM BLUE CROSS LIFE AND  
20 HEALTH INSURANCE COMPANY, BLUE CROSS OF CALIFORNIA, THE ELEVANCE  
21 HEALTH COMPANIES, INC., and ANTHEM INSURANCE COMPANIES, INC. Among  
22 other obligations as an employer, defendant ELEVANCE HEALTH COMPANIES OF  
23 CALIFORNIA, INC. is responsible for maintaining employee payroll records and wage  
24 statements.

25 11. For purposes of convenience and readability of this Complaint,  
26 “ELEVANCE/ANTHEM/BLUE CROSS ENTERPRISE” shall hereinafter collectively refer to  
27 ELEVANCE HEALTH, INC., ANTHEM BLUE CROSS LIFE AND HEALTH INSURANCE  
28 COMPANY, BLUE CROSS OF CALIFORNIA, THE ELEVANCE HEALTH COMPANIES

1 OF CALIFORNIA, INC., THE ELEVANCE HEALTH COMPANIES, INC., THE ANTHEM  
2 COMPANIES, INC., ANTHEM INSURANCE COMPANIES, INC. and DOES 1 through 50.

3  
4 12. Defendant SUSAN MILLET-REILLY is an individual who is and, at all  
5 relevant times mentioned herein, was a member of the Senior Management of the  
6 ELEVANCE/ANTHEM/BLUE CROSS ENTERPRISE and held the title of Regional Vice  
7 President West Region National Accounts Underwriting Anthem Blue Cross and Blue Shield. As  
8 such, defendant MILLET-REILLY, at all relevant times herein mentioned, held supervisory  
9 authority over MR. ORTIZ and was a director, officer, member, and/or managing agent of  
10 defendants, and each of them. MR. ORTIZ is informed and believes, and thereon alleges, that  
11 defendant MILLET-REILLY is a resident of the County of New Haven, State of Connecticut.

12 13. The true names and capacities, whether corporate, associate, individual, or  
13 otherwise of defendants DOES 1 through 50, inclusive, are unknown to MR. ORTIZ, who  
14 therefore sues said defendants by such fictitious names. Each of the defendants designated  
15 herein as a DOE is negligently or otherwise legally responsible in some manner for the events  
16 and happenings herein referred to and cause injuries and damages proximately thereby to MR.  
17 ORTIZ, as herein alleged. MR. ORTIZ will seek leave of Court to amend this Complaint to  
18 show their names and capacities when the same have been ascertained.

19 14. At all times herein mentioned, defendants, and each of them, were the  
20 agents, representatives, employees, successors, and/or assigns, each of the other, and at all times  
21 pertinent hereto, were acting within course and scope of their authority as such agents,  
22 representatives, employees, successors, and/or assigns and acting on behalf of, under the  
23 authority of, and subject to the control of each other.

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**FACTS COMMON TO ALL CAUSES OF ACTION**

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2           15.     MR. ORTIZ commenced employment with the  
3 ELEVANCE/ANTHEM/BLUE CROSS ENTERPRISE in 2003 as a Senior Underwriter. For the  
4 next 19 years of his life, he was a dedicated employee with an exemplary record of work  
5 performance.  
6

7           16.     Over the next two decades, MR. ORTIZ received regular salary increases  
8 and was entrusted with increased levels of responsibility. At the time of his hire in 2003, he  
9 received a base salary of approximately \$50,000. At the time of his unlawful termination in  
10 2022, he was receiving an annual salary of approximately \$147,000 and had been awarded a  
11 bonus in the amount of \$21,448.

12           **A.     In his 19th Year of Employment, MR. ORTIZ Underwent Emergency Open**  
13           **Heart Surgery and, Due to Extremely Painful Complications, was Placed on**  
14           **Medical Leave Through February 2, 2023.**

15           17.     On February 17, 2022, after experiencing severe chest pain, MR. ORTIZ  
16 underwent a coronary angiogram. As the results were read, MR. ORTIZ's cardiologist  
17 scheduled an immediate triple bypass surgery to take place the very next day, on February 18,  
18 2022. On the morning of his surgery, MR. ORTIZ called defendants' Vice President of  
19 Commercial Underwriting, Andrea Schell, who was his acting supervisor, and notified her that  
20 he would be undergoing major surgery and would be out of work for an extended period of time.

21           18.     MR. ORTIZ's recovery was difficult and rife with complications. Among  
22 other things, he experienced debilitating pain in his chest and back and, indeed, radiating  
23 throughout his body.  
24

25           19.     During his recovery and convalescence, MR. ORTIZ dutifully kept  
26 defendants advised of his medical progress and consistently submitted medical authorizations to  
27 support his leave of absence. Although he originally hoped to be back to work in several  
28 months, his medical team required him to take successive extensions on his leave.

1           20.     After authorizing his medical leave through August 15, 2022, MR.  
2 ORTIZ’s physicians subsequently extended his leave through and including February 2, 2023.

3  
4           21.     On August 11, 2022, MR. ORTIZ, as he had done with his previous  
5 authorizations, submitted the updated leave authorization to defendants. He re-submitted the  
6 authorization on August 24, 2022.

7           **B.     Despite the Fact that his Medical Leave was Fully Supported by Medical**  
8           **Authorizations, Defendants Pretextually Terminated him for Job Abandonment.**

9           22.     On August 17, 2022, MR. ORTIZ spoke with his supervisor, defendant  
10 MILLET-REILLY. MR. ORTIZ informed MILLET-REILLY that his physicians had authorized  
11 an extension of his medical leave through February 2, 2023. MR. ORTIZ asked MILLET-  
12 REILLY if she wanted him to keep her updated periodically; she replied that it would not be  
13 necessary.

14           23.     On October 7, 2022, MR. ORTIZ suddenly received threatening  
15 correspondence, via email, from MILLET-REILLY in which she accused him of being on  
16 unapproved leave, told him that he would be fired for having “abandoned his job” if she did not  
17 hear from him within three workdays, and draconianly threatened him that he would not be  
18 eligible for rehire:

19                   “Our records indicate that you have not returned from a leave of  
20 absence as scheduled. Accordingly, you have been on an  
21 unapproved leave of absence since (08/16/2022). You have been  
22 placed on unapproved leave status because you have not returned  
to work, and you have not requested an extension of your leave.”

23                   “Our company requires consistent and dependable attendance.  
24 According to our Attendance Policy if you fail to call in for three (3)  
25 consecutive workdays, you will be considered to have abandoned  
26 your job. In this case, as another accommodation, we will give you  
27 more time to comply with the policy. You have three (3) workdays  
28 from the date of this letter to contact me. If we do not hear from you  
within three (3) workdays from the date of this letter, you will be  
deemed to have abandoned your job and will be voluntarily

1 terminated effective (10/13/2022). Since you did not provide proper  
2 notice of your resignation, you are not eligible for rehire.”

3 24. Upon receiving defendant MILLET-REILLY’s email in which she  
4 pretextually threatened to fire him for job abandonment, MR. ORTIZ immediately called her the  
5 same day (October 7, 2022). In opposing her discriminatory and retaliatory conduct and failure  
6 to accommodate his medical condition, he informed her he had not abandoned his job, that his  
7 physician had extended his leave through February 2, 2023, and that he intended to return to  
8 work as soon as his health permitted and his physicians allowed him to do so. He clearly  
9 expressed his determination to return to work.

10 25. Following their October 7<sup>th</sup> phone conversation, MR. ORTIZ sent  
11 defendant MILLET-REILLY a confirming email in which he, again, opposed her unlawful and  
12 pretextual effort to terminate his employment. In his email, he informed MS. MILLET-REILLY:  
13 *“I was not expecting to receive such a letter from you because my understanding was you were*  
14 *being notified of my status. I have not abandoned nor do I plan on abandoning my job.”*

15 26. On the morning of October 10, 2022, MR. ORTIZ, worried about his job,  
16 again emailed defendant MILLET-REILLY to verify and confirm that his physicians had  
17 extended his medical leave.

18 27. Clearly, MR. ORTIZ had no intention of abandoning his job or resigning.  
19 He had submitted medical authorization approving his leave through February 2, 2023, had  
20 maintained regular contact with the company, and had made it clear that his intention was to  
21 return to work when he was medically cleared to do so.  
22

23 28. Nonetheless, on October 10, 2022, defendants proceeded to pretextually  
24 fire MR. ORTIZ for “job abandonment.” That morning, defendant MILLET-REILLY asked him  
25 to contact Human Resources. Shortly thereafter, a Human Resources representative called MR.  
26 ORTIZ and abruptly notified him that he was being terminated, effective immediately.  
27  
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1           29.     On October 11, 2022, the day after he was fired, MR. ORTIZ again  
2 contacted defendant MILLET-REILLY and informed her that he had not abandoned his job.  
3 Defendant MILLET-REILLY confirmed that he had been terminated and that the decision would  
4 not be reversed.

5           30.     For the first time in nearly two decades, MR. ORTIZ, who was still  
6 experiencing severe pain from his surgery, found himself unemployed and his financial well-  
7 being in jeopardy.

8           31.     MR. ORTIZ did not abandon his job. To the contrary, defendant  
9 ELEVANCE/ANTHEM/BLUE CROSS ENTERPRISE – a healthcare giant supposedly  
10 dedicated to health and well-being – abandoned him in his time of medical crisis. Their attempt  
11 to justify firing MR. ORTIZ on the basis that he abandoned his job is a pretextual fabrication  
12 made out of whole cloth. The fact that they did so created a hostile message to MR. ORTIZ and  
13 others that those who take leave to take care of their serious medical conditions, or otherwise  
14 request accommodations for the same, are not welcome at work, and will be subject to  
15 disciplinary action, including termination.

17       **C.     Defendants Failed to Treat MR. ORTIZ Similarly to White or Non-LatinX**  
18       **Employees.**

19           32.     Defendants terminated MR. ORTIZ’s employment during his authorized  
20 medical leave for the pretextual reason of job abandonment and refused to re-hire him. Their  
21 treatment of MR. ORTIZ stands in stark contrast to the manner in which white employees were  
22 treated. MR. ORTIZ is informed and believes, and thereon alleges, that defendants permitted a  
23 similarly-situated white employee to take well over 12-months of leave without terminating his  
24 employment or any other retaliatory or discriminatory consequences. In addition to  
25 discriminating against MR. ORTIZ based on disability and medical condition, and retaliation  
26 against him for having asserted his right to medical leave and for requesting accommodations  
27 during his prior employment, defendants also discriminated against him on the basis of his race,  
28 national origin, ancestry, ethnicity and/or color.

1       **D. Motivated by Discrimination and/or Retaliation, Defendants Refused to Hire**  
2       **MR. ORTIZ for an Open Position.**

3               33. In November 2022, MR. ORTIZ, unemployed and worried about his  
4 future and financial security, applied for an open underwriting position with defendant  
5 ELEVANCE/ANTHEM/BLUE CROSS ENTERPRISE at 21215 Burbank Avenue in Woodland  
6 Hills, California. The position was to report to and be supervised by Roxana Sadigh of Anthem  
7 Blue Cross.

8               34. Prior to his unlawful termination, neither defendant MILLET-REILLY nor  
9 anyone else had offered MR. ORTIZ the opportunity to transfer to that position. But, being  
10 eminently qualified (having spent two decades with the enterprise), MR. ORTIZ submitted an  
11 application for employment.

12               35. MR. ORTIZ interviewed for the position in mid-December 2022 and, by  
13 all accounts, his prospects for being hired were encouraging. MR. ORTIZ was optimistic that he  
14 would secure a new position of employment reporting to a different supervisor, free from the  
15 discriminatory and retaliatory purview of defendant MILLET-REILLY and other managers of his  
16 former position.

17               36. Then, however, several weeks went by without any response.

18               37. On January 30, 2023, MR. ORTIZ contacted one of the individuals with  
19 whom he had interviewed. He was informed that no decision had yet been made. *The next day,*  
20 however (January 31, 2023), he received an email stating, quite abruptly, “At this time, we are  
21 moving forward with another applicant.” The email did not bear a signature or identify the  
22 sender. To the contrary, it simply stated, “This email box is not monitored. Please do not reply  
23 to this message.”  
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1           38. Defendants’ decision to not hire MR. ORTIZ was discriminatory based on  
2 his disability and medication condition, and/or retaliatory for having asserted his right to medical  
3 leave and requesting accommodations.

4  
5           **E. Defendants Have Failed to Comply with Their Statutory Obligation to Produce**  
6           **Mr. Ortiz’s Personnel and Payroll Records.**

7           39. On October 27, 2023, MR. ORTIZ made a formal request to defendants  
8 that they provide him with a copy of all of his personnel and wage records pursuant to Sections  
9 226(b), 432, 1198.5, and 2751 of the California Labor Code. Pursuant thereto, defendants were  
10 required to provide him with a copy of his wage records within 21 days and a copy of his  
11 personnel records within 30 days. Defendants failed to produce any of MR. ORTIZ’s records  
12 within the statutorily mandated periods. On November 30, 2023, MR. ORTIZ filed an  
13 administrative complaint for penalties within the California Division of Labor Standards  
14 Enforcement to recover statutory penalties. By this action, he seeks additional remedies,  
15 including attorneys’ fees.

16           40. MR. ORTIZ has been generally damaged in an amount within the  
17 jurisdictional limits of this Court.

18           41. MR. ORTIZ has exhausted his administrative remedies by timely filing a  
19 complaint against each of the named Defendants herein with the California Civil Rights  
20 Department (“CRD”), pursuant to sections 12900, *et seq.*, of the California Government Code,  
21 alleging the violations described in this Complaint. The CRD issued “Right-to-Sue” letters to  
22 MR. ORTIZ. All conditions precedent to the institution of this lawsuit have been fulfilled.

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1 **FIRST CAUSE OF ACTION**

2 **HARASSMENT AND DISCRIMINATION BASED ON MEDICAL CONDITION**

3 **AND/OR DISABILITY**

4 **(Cal. Govt. Code § 12940)**

5 (Against All Defendants)

6 42. MR. ORTIZ realleges and incorporates by reference paragraphs 1 through  
7 41 of this Complaint, as though set forth in full.

8  
9 43. Section 12940, *et seq.*, of the California Government Code (the California  
10 “Fair Employment and Housing Act” or “FEHA”) prohibits harassment and discrimination based  
11 on medical condition and disability.

12 44. As alleged herein and in violation of FEHA, Defendants disciplined,  
13 terminated, discharged, harassed, and discriminated against MR. ORTIZ because of his disability  
14 and medical condition.

15  
16 45. In addition, as alleged herein and in violation of FEHA, Defendants  
17 refused to hire MR. ORTIZ when he applied for a position of employment because of his  
18 disability and medical condition.

19 46. By the aforesaid acts and omissions of defendants, and each of them, MR.  
20 ORTIZ has been directly and indirectly caused to suffer actual damages including, but not  
21 limited to, loss of earnings and future earning capacity, reliance damages, attorneys’ fees, costs  
22 of suit and other pecuniary loss not presently ascertained.

23  
24 47. As a further direct and legal result of the acts and conduct of defendants,  
25 and each of them, as aforesaid, MR. ORTIZ has been caused to and did suffer and continues to  
26 suffer severe emotional and mental distress, anguish, humiliation, shame, embarrassment, fright,  
27 shock, anxiety, pain, discomfort, and physical sickness and/or injury. MR. ORTIZ does not  
28 know at this time the exact duration or permanence of said injuries, but is informed and believes,

1 and thereon alleges, that some if not all of the injuries are reasonably certain to be permanent in  
2 character.

3  
4 48. Defendants, and each of them, by engaging in the aforementioned acts  
5 and/or in authorizing and/or ratifying such acts, engaged in willful, malicious, fraudulent,  
6 intentional, oppressive and despicable conduct, and acted with willful and conscious disregard of  
7 the right, welfare and safety of MR. ORTIZ thereby justifying the aware of punitive and  
8 exemplary damages in an amount to be determined at trial.

9 49. As a result of defendants' conduct, as alleged herein, MR. ORTIZ is  
10 entitled to reasonable attorneys' fees and costs of suit as provided in Section 12965(b) of the  
11 California Government Code.

12 **SECOND CAUSE OF ACTION**

13 **FAILURE TO REASONABLY ACCOMMODATE MEDICAL CONDITION AND/OR**  
14 **DISABILITY**

15 **(Cal. Govt. Code § 12940(m))**

16 (Against Defendants Elevance Health, Inc., Anthem Blue Cross Life and Health Insurance  
17 Company, Blue Cross of California, The Elevance Health Companies of California, Inc., The  
18 Elevance Health Companies, Inc., The Anthem Companies, Inc., and Anthem Insurance  
19 Companies, Inc., and DOES 1 through 50, inclusive)

20  
21 50. MR. ORTIZ realleges and incorporates by reference paragraphs 1 through  
22 49 of this Complaint, as though set forth in full.

23  
24 51. As alleged herein and in violation of California Government Code Section  
25 12940(m) and other provisions of FEHA, defendants failed to provide reasonable  
26 accommodation of MR. ORTIZ's known medical condition and/or physical disability.

27 52. By the aforesaid acts and omissions of defendants, and each of them, MR.  
28 ORTIZ has been directly and indirectly caused to suffer actual damages including, but not

1 limited to, loss of earnings and future earning capacity, reliance damages, attorneys' fees, costs  
2 of suit and other pecuniary loss not presently ascertained.

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4 53. As a further direct and legal result of the acts and conduct of defendants,  
5 and each of them, as aforesaid, MR. ORTIZ has been caused to and did suffer and continues to  
6 suffer severe emotional and mental distress, anguish, humiliation, shame, embarrassment, fright,  
7 shock, anxiety, pain, discomfort, and physical sickness and/or injury. MR. ORTIZ does not  
8 know at this time the exact duration or permanence of said injuries, but is informed and believes,  
9 and thereon alleges, that some if not all of the injuries are reasonably certain to be permanent in  
10 character.

11 54. Defendants, and each of them, by engaging in the aforementioned acts  
12 and/or in authorizing and/or ratifying such acts, engaged in willful, malicious, fraudulent,  
13 intentional, oppressive and despicable conduct, and acted with willful and conscious disregard of  
14 the right, welfare and safety of MR. ORTIZ thereby justifying the aware of punitive and  
15 exemplary damages in an amount to be determined at trial.

16 55. As a result of defendants' conduct, as alleged herein, MR. ORTIZ is  
17 entitled to reasonable attorneys' fees and costs of suit as provided in Section 12965(b) of the  
18 California Government Code.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO ENGAGE IN A TIMELY, GOOD FAITH INTERACTIVE PROCESS**  
3 **WITH AN EMPLOYEE TO DETERMINE EFFECTIVE REASONABLE**  
4 **ACCOMMODATIONS**

5 **(Cal. Govt. Code § 12940(n))**

6 (Against Defendants Elevance Health, Inc., Anthem Blue Cross Life and Health Insurance  
7 Company, Blue Cross of California, The Elevance Health Companies of California, Inc., The  
8 Elevance Health Companies, Inc., The Anthem Companies, Inc., and Anthem Insurance  
9 Companies, Inc., and DOES 1 through 50, inclusive)

10 56. MR. ORTIZ realleges and incorporates by reference paragraphs 1 through  
11 55 of this Complaint, as though set forth in full.

12  
13 57. As alleged herein and in violation of California Government Code Section  
14 12940(n) and other provisions of FEHA, defendants failed to engage in a timely, good faith  
15 interactive process with MR. ORTIZ to determine effective reasonable accommodations.

16 58. By the aforesaid acts and omissions of defendants, and each of them, MR.  
17 ORTIZ has been directly and indirectly caused to suffer actual damages including, but not  
18 limited to, loss of earnings and future earning capacity, reliance damages, attorneys' fees, costs  
19 of suit and other pecuniary loss not presently ascertained.

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21 59. As a further direct and legal result of the acts and conduct of defendants,  
22 and each of them, as aforesaid, MR. ORTIZ has been caused to and did suffer and continues to  
23 suffer severe emotional and mental distress, anguish, humiliation, shame, embarrassment, fright,  
24 shock, anxiety, pain, discomfort, and physical sickness and/or injury. MR. ORTIZ does not  
25 know at this time the exact duration or permanence of said injuries, but is informed and believes,  
26 and thereon alleges, that some if not all of the injuries are reasonably certain to be permanent in  
27 character.



1 limited to, loss of earnings and future earning capacity, reliance damages, attorneys' fees, costs  
2 of suit and other pecuniary loss not presently ascertained.

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4 65. As a further direct and legal result of the acts and conduct of defendants,  
5 and each of them, as aforesaid, MR. ORTIZ has been caused to and did suffer and continues to  
6 suffer severe emotional and mental distress, anguish, humiliation, shame, embarrassment, fright,  
7 shock, anxiety, pain, discomfort, and physical sickness and/or injury. MR. ORTIZ does not  
8 know at this time the exact duration or permanence of said injuries, but is informed and believes,  
9 and thereon alleges, that some if not all of the injuries are reasonably certain to be permanent in  
10 character.

11 66. Defendants, and each of them, by engaging in the aforementioned acts  
12 and/or in authorizing and/or ratifying such acts, engaged in willful, malicious, fraudulent,  
13 intentional, oppressive and despicable conduct, and acted with willful and conscious disregard of  
14 the right, welfare and safety of MR. ORTIZ thereby justifying the award of punitive and  
15 exemplary damages in an amount to be determined at trial.

16 67. As a result of defendants' conduct, as alleged herein, MR. ORTIZ is  
17 entitled to reasonable attorneys' fees and costs of suit as provided in Section 12965(b) of the  
18 California Government Code.

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1 **FIFTH CAUSE OF ACTION**

2 **RETALIATION FOR EXERCISING RIGHTS PURSUANT TO THE CALIFORNIA**  
3 **FAMILY RIGHTS ACT**

4 **(Cal. Gov't Code § 12945.2(l))**

5 (Against Defendants Elevance Health, Inc., Anthem Blue Cross Life and Health Insurance  
6 Company, Blue Cross of California, The Elevance Health Companies of California, Inc., The  
7 Elevance Health Companies, Inc., The Anthem Companies, Inc., and Anthem Insurance  
8 Companies, Inc., and DOES 1 through 50, inclusive)

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10 68. MR. ORTIZ realleges and incorporates by reference paragraphs 1 through  
11 67 of this Complaint, as though set forth in full.

12 69. As alleged herein and in violation of California Government Code §  
13 12945.2(l), defendants, and each of them, retaliated against, discharged and otherwise  
14 discriminated against MR. ORTIZ for exercising his right to family care and medical leave  
15 pursuant to the California Family Rights Act.

16 70. By the aforesaid acts and omissions of defendants, and each of them, MR.  
17 ORTIZ has been directly and indirectly caused to suffer actual damages including, but not  
18 limited to, loss of earnings and future earning capacity, reliance damages, attorneys' fees, costs  
19 of suit and other pecuniary loss not presently ascertained.

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21 71. As a further direct and legal result of the acts and conduct of defendants,  
22 and each of them, as aforesaid, MR. ORTIZ has been caused to and did suffer and continues to  
23 suffer severe emotional and mental distress, anguish, humiliation, shame, embarrassment, fright,  
24 shock, anxiety, pain, discomfort, and physical sickness and/or injury. MR. ORTIZ does not  
25 know at this time the exact duration or permanence of said injuries, but is informed and believes,  
26 and thereon alleges, that some if not all of the injuries are reasonably certain to be permanent in  
27 character.

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1           77. By the aforesaid acts and omissions of defendants, and each of them, MR.  
2 ORTIZ has been directly and indirectly caused to suffer actual damages including, but not  
3 limited to, loss of earnings and future earning capacity, reliance damages, attorneys' fees, costs  
4 of suit and other pecuniary loss not presently ascertained.

5           78. As a further direct and legal result of the acts and conduct of defendants,  
6 and each of them, as aforesaid, MR. ORTIZ has been caused to and did suffer and continues to  
7 suffer severe emotional and mental distress, anguish, humiliation, shame, embarrassment, fright,  
8 shock, anxiety, pain, discomfort, and physical sickness and/or injury. MR. ORTIZ does not  
9 know at this time the exact duration or permanence of said injuries, but is informed and believes,  
10 and thereon alleges, that some if not all of the injuries are reasonably certain to be permanent in  
11 character.

12           79. Defendants, and each of them, by engaging in the aforementioned acts  
13 and/or in authorizing and/or ratifying such acts, engaged in willful, malicious, fraudulent,  
14 intentional, oppressive and despicable conduct, and acted with willful and conscious disregard of  
15 the right, welfare and safety of MR. ORTIZ thereby justifying the aware of punitive and  
16 exemplary damages in an amount to be determined at trial.

17           80. As a result of Defendants' conduct, as alleged herein, MR. ORTIZ is  
18 entitled to reasonable attorneys' fees and costs of suit as provided in Section 12965(b) of the  
19 California Government Code.  
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1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO TAKE ALL REASONABLE STEPS TO PREVENT DISCRIMINATION**  
3 **AND HARASSMENT**

4 **(Cal. Govt. Code § 12940(k))**

5 (Against Defendants Elevance Health, Inc., Anthem Blue Cross Life and Health Insurance  
6 Company, Blue Cross of California, The Elevance Health Companies of California, Inc., The  
7 Elevance Health Companies, Inc., The Anthem Companies, Inc., and Anthem Insurance  
8 Companies, Inc., and DOES 1 through 50, inclusive)

9 81. MR. ORTIZ realleges and incorporates by reference Paragraphs 1 through  
10 80 of this Complaint, as though set forth in full.

11  
12 82. As alleged herein and in violation of California Government Code Section  
13 12940(k), defendants, and each of them, failed to take all reasonable steps necessary to prevent  
14 discrimination and harassment from occurring.

15 83. By the aforesaid acts and omissions of defendants, and each of them, MR.  
16 ORTIZ has been directly and indirectly caused to suffer actual damages including, but not  
17 limited to, loss of earnings and future earning capacity, reliance damages, attorneys' fees, costs  
18 of suit and other pecuniary loss not presently ascertained.

19  
20 84. As a further direct and legal result of the acts and conduct of defendants,  
21 and each of them, as aforesaid, MR. ORTIZ has been caused to and did suffer and continues to  
22 suffer severe emotional and mental distress, anguish, humiliation, shame, embarrassment, fright,  
23 shock, anxiety, pain, discomfort, and physical sickness and/or injury. MR. ORTIZ does not  
24 know at this time the exact duration or permanence of said injuries, but is informed and believes,  
25 and thereon alleges, that some if not all of the injuries are reasonably certain to be permanent in  
26 character.

1 85. Defendants, and each of them, by engaging in the aforementioned acts  
2 and/or in authorizing and/or ratifying such acts, engaged in willful, malicious, fraudulent,  
3 intentional, oppressive and despicable conduct, and acted with willful and conscious disregard of  
4 the right, welfare and safety of MR. ORTIZ thereby justifying the aware of punitive and  
5 exemplary damages in an amount to be determined at trial.

6 86. As a result of defendants' conduct, as alleged herein, MR. ORTIZ is  
7 entitled to reasonable attorneys' fees and costs of suit as provided in Section 12965(b) of the  
8 California Government Code.

9  
10 **EIGHTH CAUSE OF ACTION**

11 **RETALIATION IN VIOLATION OF THE FAIR EMPLOYMENT AND HOUSING ACT**

12 **(Cal. Gov't Code § 12940(h))**

13 (Against Defendants Elevance Health, Inc., Anthem Blue Cross Life and Health Insurance  
14 Company, Blue Cross of California, The Elevance Health Companies of California, Inc., The  
15 Elevance Health Companies, Inc., The Anthem Companies, Inc., and Anthem Insurance  
16 Companies, Inc., and DOES 1 through 50, inclusive)

17 87. MR. ORTIZ realleges and incorporates by reference paragraphs 1 through  
18 86 of this Complaint, as though set forth in full.

19  
20 88. As alleged herein and in violation of California Government Code Section  
21 12940(h), defendants, and each of them, retaliated against, discharged and otherwise  
22 discriminated against MR. ORTIZ because he reported, complained about, and otherwise  
23 opposed practices forbidden, or which he reasonably suspected to be forbidden, by Sections  
24 12940, *et seq.*, of the California Government Code, and because defendants feared or suspected  
25 MR. ORTIZ might report and complain about additional such information.

26 89. By the aforesaid acts and omissions of defendants, and each of them, MR.  
27 ORTIZ has been directly and indirectly caused to suffer actual damages including, but not  
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1 limited to, loss of earnings and future earning capacity, reliance damages, attorneys' fees, costs  
2 of suit and other pecuniary loss not presently ascertained.

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4 90. As a further direct and legal result of the acts and conduct of defendants,  
5 and each of them, as aforesaid, MR. ORTIZ has been caused to and did suffer and continues to  
6 suffer severe emotional and mental distress, anguish, humiliation, shame, embarrassment, fright,  
7 shock, anxiety, pain, discomfort, and physical sickness and/or injury. MR. ORTIZ does not  
8 know at this time the exact duration or permanence of said injuries, but is informed and believes,  
9 and thereon alleges, that some if not all of the injuries are reasonably certain to be permanent in  
10 character.

11 91. Defendants, and each of them, by engaging in the aforementioned acts  
12 and/or in authorizing and/or ratifying such acts, engaged in willful, malicious, fraudulent,  
13 intentional, oppressive and despicable conduct, and acted with willful and conscious disregard of  
14 the right, welfare and safety of MR. ORTIZ thereby justifying the aware of punitive and  
15 exemplary damages in an amount to be determined at trial.

16 92. As a result of defendants' conduct, as alleged herein, MR. ORTIZ is  
17 entitled to reasonable attorneys' fees and costs of suit as provided in Section 12965(b) of the  
18 California Government Code.

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1 **NINTH CAUSE OF ACTION**

2 **RETALIATION**

3 **(Cal. Labor Code § 1102.5)**

4 (Against Defendants Elevance Health, Inc., Anthem Blue Cross Life and Health Insurance  
5 Company, Blue Cross of California, The Elevance Health Companies of California, Inc., The  
6 Elevance Health Companies, Inc., The Anthem Companies, Inc., and Anthem Insurance  
7 Companies, Inc., and DOES 1 through 50, inclusive)

8  
9 93. MR. ORTIZ realleges and incorporates by reference Paragraphs 1 through  
10 92 of this Complaint, as though set forth in full.

11 94. As alleged herein and in violation of California Labor Code Section  
12 1102.5, MR. ORTIZ had reasonable cause to believe that Defendants, and each of them, were  
13 violating state, federal, and local laws and regulations prohibiting, among other things,  
14 workplace discrimination, harassment, retaliation, and interference with protected medical leave,  
15 including, without limitation, Sections 12940, *et seq.*, of the California Government Code;  
16 Section 12945.2 of the California Government Code; Sections 51, *et seq.*, of the California Civil  
17 Code; and various other California and federal statutes, regulations, and codes.

18 95. As alleged herein, MR. ORTIZ complained against, raised concerns, and  
19 otherwise disclosed information about said violations, among others, to Defendants, including to  
20 persons with authority over him and to employees who had the authority to investigate, discover,  
21 or correct the violation or noncompliance.

22  
23 96. As alleged herein and in violation of Sections 1102.5, *et seq.*, of the  
24 California Labor Code, Defendants disciplined, terminated, and otherwise took adverse  
25 employment actions against MR. ORTIZ in retaliation for engaging in protected activities.

26 97. By the aforesaid acts and omissions of defendants, and each of them, MR.  
27 ORTIZ has been directly and indirectly caused to suffer actual damages including, but not  
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1 limited to, loss of earnings and future earning capacity, reliance damages, attorneys' fees, costs  
2 of suit and other pecuniary loss not presently ascertained.

3  
4 98. As a further direct and legal result of the acts and conduct of defendants,  
5 and each of them, as aforesaid, MR. ORTIZ has been caused to and did suffer and continues to  
6 suffer severe emotional and mental distress, anguish, humiliation, shame, embarrassment, fright,  
7 shock, anxiety, pain, discomfort, and physical sickness and/or injury. MR. ORTIZ does not  
8 know at this time the exact duration or permanence of said injuries, but is informed and believes,  
9 and thereon alleges, that some if not all of the injuries are reasonably certain to be permanent in  
10 character.

11 99. Defendants, and each of them, by engaging in the aforementioned acts  
12 and/or in authorizing and/or ratifying such acts, engaged in willful, malicious, fraudulent,  
13 intentional, oppressive and despicable conduct, and acted with willful and conscious disregard of  
14 the right, welfare and safety of MR. ORTIZ thereby justifying the aware of punitive and  
15 exemplary damages in an amount to be determined at trial.

16 100. The aforesaid acts and omissions of Defendants, and each of them justify  
17 the imposition of any and all civil penalties pursuant to Section 1102.5(f) of the California Labor  
18 Code.

19  
20 101. As a result of defendants' acts and conduct, as alleged herein, MR. ORTIZ  
21 are entitled to reasonable attorneys' fees and costs of suit as provided in Section 1102.5(j) of the  
22 California Labor Code.

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1 **TENTH CAUSE OF ACTION**

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

3 (Against Defendants Elevance Health, Inc., Anthem Blue Cross Life and Health Insurance  
4 Company, Blue Cross of California, The Elevance Health Companies of California, Inc., The  
5 Elevance Health Companies, Inc., The Anthem Companies, Inc., and Anthem Insurance  
6 Companies, Inc., and DOES 1 through 50, inclusive)

7  
8 102. MR. ORTIZ realleges and incorporates by reference Paragraphs 1 through  
9 101 of this Complaint, as though set forth in full.

10 103. As set forth herein, defendants, and each of them, wrongfully terminated  
11 MR. ORTIZ's employment in violation of various fundamental public policies of the United  
12 States and the State of California. These fundamental public policies are embodied in, inter alia,  
13 the following California and federal statutes and codes: Sections 12940, *et seq.*, of the California  
14 Government Code; Section 12945.2 of the California Government Code; Section 51, *et seq.*, of  
15 the California Civil Code; Section 1102.5 of the California Labor Code; and various other  
16 California and federal statutes, regulations, and codes.

17  
18 104. By the aforesaid acts and omissions of defendants, and each of them, MR.  
19 ORTIZ has been directly and indirectly caused to suffer actual damages including, but not  
20 limited to, loss of earnings and future earning capacity, reliance damages, attorneys' fees, costs  
21 of suit and other pecuniary loss not presently ascertained.

22 105. As a further direct and legal result of the acts and conduct of defendants,  
23 and each of them, as aforesaid, MR. ORTIZ has been caused to and did suffer and continues to  
24 suffer severe emotional and mental distress, anguish, humiliation, shame, embarrassment, fright,  
25 shock, anxiety, pain, discomfort, and physical sickness and/or injury. MR. ORTIZ does not  
26 know at this time the exact duration or permanence of said injuries, but is informed and believes,  
27 and thereon alleges, that some if not all of the injuries are reasonably certain to be permanent in  
28 character.





1 MR. ORTIZ filed an administrative complaint for penalties with the California Division of Labor  
2 Standards Enforcement to recover statutory penalties. By this action, he seeks additional  
3 remedies, including attorneys' fees. MR. ORTIZ seeks injunctive relief to obtain compliance  
4 with this section, pursuant to pertinent sections of the California Labor Code, including sections  
5 226, 432 and 1198.5.

6  
7 110. As a result of defendants' failure to produce records for inspection, as  
8 alleged herein, MR. ORTIZ is entitled to civil penalties of \$750.00 per violation, pursuant to  
9 pertinent sections of the California Labor Code, including sections 226 and 1198.5.

10 111. As a result of defendants' conduct, as alleged herein, MR. ORTIZ is  
11 entitled to injunctive relief, reasonable attorneys' fees and costs of suit as provided in Sections  
12 226(h) and 1198.5(l) of the California Labor Code.

13  
14 **TWELFTH CAUSE OF ACTION**

15 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

16 (Against All Defendants)

17 112. MR. ORTIZ realleges and incorporates by reference Paragraphs 1 through  
18 111 of this Complaint, as though set forth in full.

19 113. Defendants' conduct as described above was extreme and outrageous and  
20 was done with the intent of causing MR. ORTIZ to suffer emotional distress and/or with reckless  
21 disregard as to whether MR. ORTIZ would suffer emotional distress.

22  
23 114. By the aforesaid acts and omissions of defendants, and each of them, MR.  
24 ORTIZ has been directly and indirectly caused to suffer actual damages including, but not  
25 limited to, loss of earnings and future earning capacity, reliance damages, attorneys' fees, costs  
26 of suit and other pecuniary loss not presently ascertained.





9. For such other relief as the Court deems proper.

Date: June 26, 2024

HELMER FRIEDMAN LLP



By:

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GREGORY D. HELMER, P.C.  
Attorneys for Plaintiff,  
LUIS A. ORTIZ

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**PLAINTIFF'S DEMAND FOR JURY TRIAL**

Plaintiff LUIS A. ORTIZ hereby demands a trial by jury.

Date: June 26, 2024

HELMER FRIEDMAN LLP



By:

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GREGORY D. HELMER, P.C.  
Attorneys for Plaintiff,  
LUIS A. ORTIZ

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