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11 PRISCILLA KAMOI

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

14 PRISCILLA KAMOI,

15 Plaintiff,

16 v.

17 ELEVANCE HEALTH, INC., a  
18 corporation; ANTHEM BLUE CROSS  
19 LIFE AND HEALTH INSURANCE  
20 COMPANY, a corporation; BLUE CROSS  
21 OF CALIFORNIA, a corporation; THE  
22 ELEVANCE HEALTH COMPANIES OF  
CALIFORNIA, INC., a corporation; THE  
ELEVANCE HEALTH COMPANIES,  
INC., a corporation; MONICA GAGNON,  
an individual; SHARON JOHNSON;  
CELIA ZARATE, an individual; and  
DOES 1 through 50, inclusive,

23 Defendants.

CASE NO. **26STCV08319**

**COMPLAINT FOR DAMAGES FOR:**

- (1) Discrimination and Harassment 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 Reasonable Accommodations in Violation of the Fair Employment and Housing Act (Cal. Govt. Code § 12940(m)(2))
- (5) Retaliation in Violation of the Fair Employment and Housing Act

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(Cal. Gov't Code § 12940(h))

- (6) Retaliation  
(Cal. Labor Code § 1102.5)
- (7) Discrimination Based on National Origin, Ancestry, Ethnicity, Color, and/or Race  
(Cal. Gov't Code § 12940)
- (8) Failure to Take All Reasonable Steps to Prevent Discrimination and Harassment  
(Cal. Govt. Code § 12940(k))
- (9) Wrongful Termination in Violation of Public Policy
- (10) Failure to Pay Wages (Cal. Labor Code § 200, *et seq.*)
- (11) Waiting Time Penalties (Cal. Labor Code § 203)
- (12) Failure to Provide Personnel and Wage Records
- (13) Intentional Infliction of Emotional Distress
- (14) Negligent Infliction of Emotional Distress

**DEMAND FOR JURY TRIAL**

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

1 Plaintiff, PRISCILLA KAMOI (hereinafter “MS. KAMOI” or “PLAINTIFF”), as an  
2 individual, complains as alleges as follows:

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4 **JURISDICTION AND VENUE**

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

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

18 **PARTIES**

19 3. MS. KAMOI is an individual who, at all relevant times during the events  
20 alleged herein, resided in the County of Los Angeles, State of California. MS. KAMOI, a citizen  
21 of the United States, was born in Kenya.

22 4. MS. KAMOI is informed and believes, and thereon alleges, that  
23 defendants ELEVANCE HEALTH, INC., ANTHEM BLUE CROSS LIFE AND HEALTH  
24 INSURANCE COMPANY, BLUE CROSS OF CALIFORNIA, THE ELEVANCE HEALTH  
25 COMPANIES OF CALIFORNIA, INC., THE ELEVANCE HEALTH COMPANIES, INC., and  
26 DOES 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. MS. KAMOI 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 and other  
4 provisions of California laws and regulations. In addition, each defendant compelled, coerced,  
5 aided, and abetted the discrimination and harassment, which is prohibited under Section 12940(i)  
6 of the California Government Code. Finally, at all relevant times mentioned herein, all  
7 defendants acted as agents of all other defendants in committing the acts alleged herein.

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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 “Carelon.” 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., and DOES 1 through 50, inclusive.

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

1 corporate locations, operations, finances and policies (including its Code of Ethics, which applies  
2 to employees of the Company and all of its subsidiaries). Indeed, the company has  
3 acknowledged, in its annual 10-K corporate reports, that the terms “we,” “our,” “us,” “Anthem,”  
4 “Elevance Health,” or the “Company” refer collectively to the company and all of its direct and  
5 indirect subsidiaries. Internal documents confirm that the Company refers to itself and its  
6 subsidiaries as the “enterprise.”

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

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

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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 Corporate Secretary is Kathleen Susan Kiefer, who is also the Corporate Secretary  
5 of defendants ELEVANCE HEALTH, INC., BLUE CROSS OF CALIFORNIA, THE  
6 ELEVANCE HEALTH COMPANIES OF CALIFORNIA, INC., and THE ELEVANCE  
7 HEALTH COMPANIES, INC. As another example, its CEO is Beth Ellen Anderson, who is  
8 also the CEO of defendants ANTHEM BLUE CROSS LIFE AND HEALTH INSURANCE  
9 COMPANY, and THE ELEVANCE HEALTH COMPANIES OF CALIFORNIA, INC.

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

22 11. For purposes of convenience and readability of this Complaint,  
23 “ELEVANCE/ANTHEM/BLUE CROSS ENTERPRISE” shall hereinafter collectively refer to  
24 ELEVANCE HEALTH, INC., ANTHEM BLUE CROSS LIFE AND HEALTH INSURANCE  
25 COMPANY, BLUE CROSS OF CALIFORNIA, THE ELEVANCE HEALTH COMPANIES  
26 OF CALIFORNIA, INC., THE ELEVANCE HEALTH COMPANIES, INC., and DOES 1  
27 through 50.  
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1           12. Defendant MONICA GAGNON is an individual who, at all relevant times  
2 mentioned herein, was a member of the Management of the ELEVANCE/ANTHEM/BLUE  
3 CROSS ENTERPRISE and held the position of Manager II Care Management of Anthem Blue  
4 Cross (which is the business name of defendant BLUE CROSS OF CALIFORNIA). This is  
5 corroborated by, *inter alia*, the signature line on her official correspondence. As such, defendant  
6 GAGNON, at all relevant times herein mentioned, held supervisory authority over MS. KAMOI  
7 and was a director, officer, member, and/or managing agent of defendants, and each of them.  
8 MS. KAMOI is informed and believes, and thereon alleges, that defendant GAGNON is a  
9 resident of the County of Ventura, State of California.

10           13. Defendant SHARON JOHNSON is an individual who, at all relevant  
11 times mentioned herein, was a member of the Management of the  
12 ELEVANCE/ANTHEM/BLUE CROSS ENTERPRISE and held the position of Manager II Care  
13 Management, CA Local Health Benefits, of Anthem Blue Cross (which is the business name of  
14 defendant BLUE CROSS OF CALIFORNIA). This is corroborated by, *inter alia*, the signature  
15 line on her official correspondence. As such, defendant JOHNSON, at all relevant times herein  
16 mentioned, held supervisory authority over MS. KAMOI and was a director, officer, member,  
17 and/or managing agent of defendants, and each of them.

18           14. Defendant CELIA ZARATE is an individual who, at all relevant times  
19 mentioned herein, held the position of UM Nurse Management Lead of Anthem Blue Cross  
20 (which is the business name of defendant BLUE CROSS OF CALIFORNIA). This is  
21 corroborated by, *inter alia*, the signature line on her official correspondence. As such, defendant  
22 ZARATE, at all relevant times herein mentioned, held supervisory authority over MS. KAMOI  
23 and was a director, officer, member, and/or managing agent of defendants, and each of them.

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

5  
6 16. At all times herein mentioned, defendants, and each of them, were the  
7 agents, representatives, employees, successors, and/or assigns, each of the other, and at all times  
8 pertinent hereto, were acting within course and scope of their authority as such agents,  
9 representatives, employees, successors, and/or assigns and acting on behalf of, under the  
10 authority of, and subject to the control of each other.

11 **FACTS COMMON TO ALL CAUSES OF ACTION**

12 17. MS. KAMOI has been a licensed Registered Nurse since 2004.

13  
14 18. On or about August 4, 2008, MS. KAMOI commenced employment with  
15 the ELEVANCE/ANTHEM/BLUE CROSS ENTERPRISE (then known as “Wellpoint”) in  
16 Woodland Hills, California as a case management nurse. Over the next seventeen years, MS.  
17 KAMOI’s work performance was exemplary, and she received regular salary increases, annual  
18 bonuses and incentive payments.

19  
20 19. MS. KAMOI was initially hired as a “Nurse Case Manager 1.” In this  
21 role, MS. KAMOI was responsible for, among other things, maintaining contact with patients  
22 (whom Defendants refer to as “members” because they are insured under Defendants’ health  
23 insurance policies) who had ongoing chronic conditions, or had recently been discharged from  
24 the hospital, to ensure that the patient/member’s medical needs were being met. For example,  
25 she would verify that they were taking appropriate medications, obtaining physical therapy,  
26 obtaining appropriate treatment, and/or or following discharge instructions.

27  
28 20. Within a few years of her hire, MS. KAMOI was assigned the  
responsibilities of a Discharge Planning nurse. As a Discharge Planner, she interacted and

1 coordinated with the “facilities case managers” (hospital employees assigned to manage the  
2 patient’s health on behalf of the hospital) to coordinate and manage the process for discharging a  
3 patient/member from the hospital. This required her, among other things, to review the  
4 member’s medical records, review the treatment provided, review applicable guidelines and  
5 criteria, and gauge the member’s status regarding timing of discharge.

6  
7 21. During her employment, MS. KAMOI received a promotion to the  
8 position of “Nurse Medical Management Senior.” Although her internal title changed, her  
9 responsibilities continued to be those of a Discharge Planner, a role in which MS. KAMOI  
10 excelled.

11 22. In late 2018 and early 2019, MS. KAMOI, following a dental procedure,  
12 began experiencing severe pain syndrome which was diagnosed as, among other things, severe  
13 trigeminal nerve pain or neuralgia. The pain was excruciating, intense, shocking, and  
14 unbearable, radiating into MS. KAMOI’s head and causing her to recoil. She had difficulty  
15 speaking, chewing, swallowing, and sleeping. She also experienced numbness on the left side of  
16 her face and mouth, and progressive loss of hearing on her left side.

17 23. As part of her treatment, MS. KAMOI was prescribed medication, the  
18 notable side effects of which include, without limitation, tiredness and fatigue, drowsiness,  
19 dizziness, light-headedness, withdrawal seizures, and slowness in thought.

20  
21 24. As a result of her disability and medical condition, MS. KAMOI took a  
22 protected medical leave for several weeks during the first half of 2019. Although she returned to  
23 work, MS. KAMOI continued to suffer from neuralgia, pain syndrome and other related  
24 conditions and symptomology.

25 25. MS. KAMOI’s supervisor, MONICA GAGNON, and other members of  
26 management, including SHARON JOHNSON (who became MS. KAMOI’s supervisor after  
27 MONICA GAGNON), knew of MS. KAMOI’s medical condition and disability.  
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1           26.     Due to her disability and medical condition, as well as the medication used  
2 to treat it, MS. KAMOI found that it started taking her longer to perform her job duties than it  
3 had previously. However, because she was then classified as a salaried, exempt employee, her  
4 disability did not affect her productivity or work performance because the flexibility afforded by  
5 her classification permitted her to spend the additional time, when needed, in order to complete  
6 her work in a timely manner.

7  
8           27.     In or about mid-2022, defendant MONICA GAGNON held meetings with  
9 her “team” of nurses. She announced that some of the nurses would be assigned to concurrent  
10 utilization review duties but that, if any of them wished to continue in Discharge Planning, they  
11 should notify her because she had the ability to accommodate some such requests. She also  
12 announced that stringent new hourly productivity standards (also known as “quantity of work”  
13 standards) were being imposed. Specifically, concurrent utilization review nurses would be  
14 required to process 1.5 cases per hour. In addition, despite the fact that the nurses were  
15 continuing as exempt salaried employees, MONICA GAGNON informed them that they were  
16 expected to complete their work within 8-hour shifts.

17           28.     Concurrent utilization review is a significantly more complex and  
18 demanding process than Discharge Planning. The Concurrent utilization review nurse is  
19 responsible for, among other things, reviewing the hospital stays of patient/members at acute  
20 care hospitals and determining whether continued hospitalization was justified by “medical  
21 necessity.” This demands, among other things, reviewing a patient/member’s vital signs,  
22 laboratory results, imaging results (including MRIs, CT scans, x-rays, and other images),  
23 medications, and the overall treatment they are receiving (including, for example, whether they  
24 are on ventilators, have received tracheotomies, or other surgical intervention) and then  
25 correlating and analyzing those factors pursuant to applicable guidelines. If the nurse determines  
26 they can approve the hospital stay, they must document, among other things, why the stay is  
27 approved, the days for which the stay is approved, and the guideline used. If the nurse  
28 determines that the stay cannot be approved, then they must document why the stay cannot be

1 approved, the days that are not approved, and the guideline. If the physicians or hospital  
2 facilities case managers believe that further hospitalization is required but the concurrent  
3 utilization review nurse determines that further hospitalization is not justified by medical  
4 necessity, then the concurrent utilization review nurse must prepare a detailed summary in  
5 support of their determination and present it to Defendants' Medical Director for review and  
6 decision.

7  
8 29. MS. KAMOI immediately recognized that her disability and medical  
9 condition would hinder her ability to comply with the new productivity standards and work  
10 schedules being applied to concurrent utilization review. Accordingly, in response to MONICA  
11 GAGNON's invitation, MS. KAMOI, in order to accommodate her disability and medical  
12 condition, notified MONICA GAGNON that she wanted to continue as a Discharge Planner – a  
13 role at which she had excelled for many years (as reflected in her performance evaluations).

14 30. MONICA GAGNON, however, refused to accommodate MS. KAMOI's  
15 request to continue as a Discharge Planner. While rejecting MS. KAMOI'S request, MS.  
16 KAMOI is informed and believes, and thereon alleges, that MONICA GAGNON permitted other  
17 nurses to continue as Discharge Planners.

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19 31. In or about October 2022, MS. KAMOI, despite her request to continue as  
20 a Discharge Planner, was transitioned to the role of a concurrent utilization review nurse.  
21 Although she remained a salaried employee, MS. KAMOI noticed that her supervisors were  
22 monitoring and scrutinizing the time she was spending performing her duties.

23 32. From the time she was assigned to concurrent utilization review and  
24 continuing up through and including the date of her unlawful termination on May 22, 2025, MS.  
25 KAMOI was subjected to a vicious cycle in which (a) Defendants would discipline her for not  
26 being able to perform her work in a timely manner, (b) MS. KAMOI would repeat her request  
27 for reasonable accommodations due to the fact that her disability and medical condition  
28 prevented her from working quickly enough to satisfy the new productivity/work quantity

1 standards that were being applied to concurrent utilization review, (c) Defendants would fail to  
2 provide reasonable accommodations, and (d) Defendants would then reignite the cycle by  
3 disciplining MS. KAMOI again for not being able perform her work in a timely manner. The  
4 cycle would then repeat itself.

5  
6 33. In the first few days of January 2023, MS. KAMOI, as she had feared, was  
7 criticized by MONICA GAGNON and CELIA ZARATE for working beyond the hours of her  
8 shift. MS. KAMOI, feeling unjustly targeted, felt compelled to reiterate the limitations and  
9 difficulties she was facing due to her disability and medical condition. On January 6, 2023, she  
10 sent them an email (with which she attached several photos of her face) stating:

11 “Just fyi Monica and Celia. I just wanted to share these pictures  
12 during electrical shock attacks from my Trigeminal neuralgia  
13 caused by a mandibular/inferior alveolar nerve damage. I took  
14 these pictures last night. The first one was an attack after I logged  
15 off work at 7:30pm. The second 2 I took after 600mg gabapentin  
16 and I was still having the electrical shock attacks. I couldn’t even  
17 have dinner until after 11pm when my pain subsided. Just fyi.  
18 Thank you. Priscilla.”

19 34. On at least one occasion, MS. KAMOI protested to CELIA ZARATE that,  
20 because of her disability and medical condition, she was unable to perform her job duties quickly  
21 enough under the new standards. CELIA ZARATE replied, “Then get another job” or words to  
22 that effect.

23 35. In or about July 2023, MS. KAMOI requested a reasonable  
24 accommodation in order to provide her with additional time to perform her work and meet the  
25 new productivity/quantity of work standards being applied to concurrent utilization review  
26 nurses.

27 36. On or about November 1, 2023, MONICA GAGNON subjected MS.  
28 KAMOI to corrective action for not satisfying the productivity/quantity of work standards  
requiring MS. KAMOI to complete 1.5 concurrent utilization review cases per hour.

1           37.     On or about November 12, 2023, MS. KAMOI again requested a  
2 reasonable accommodation for her disability and medical condition. Among other things, she  
3 stated that, due to her disability and medical condition, she was unable to work as rapidly as  
4 needed to complete the new productivity/quantity of work standards for concurrent review (1.5  
5 cases per hour within an 8-hour work shift) and requested that she be given additional time, as  
6 needed, to perform to her duties. MS. KAMOI's request was not accommodated.

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8           38.     In or about late December 2023, Defendants reclassified utilization review  
9 nurses, including MS. KAMOI, from being salaried, exempt employees to being hourly, non-  
10 exempt employees. At the time of the reclassification, Defendants did not compensate MS.  
11 KAMOI for any overtime hours she had worked, or for any missed meal or rest periods, prior to  
12 the reclassification.

13           39.     In January 2024 MS. KAMOI received her performance review for  
14 calendar year 2023. For the first time in MS. KAMOI's career with Defendants, she received a  
15 lower rating ("Partially Meets Expectations") in the area of "Productivity." MONICA  
16 GAGNON documented the following criticism: "She continues to struggle with meeting  
17 expectations for productivity . . . ." Prior to 2023, MS. KAMOI had always received either  
18 "Exceeds Expectations" or "Meets Expectations" in the productivity category.

19           40.     On April 23, 2024, MONICA GAGNON disciplined MS. KAMOI,  
20 issuing her a warning for working after her 8-hour shift in order to complete her duties.  
21 MONICA GAGNON warned MS. KAMOI that, per Defendants' policies, she was "expected to  
22 clock in and out at your scheduled time each day." MONICA GAGNON alleged that MS.  
23 KAMOI had been "working overtime without prior manager approval" and then cited three  
24 instances in April 2024 when MS. KAMOI worked between 1.15 to 2 hours in excess of her 8-  
25 hour shift. MS. KAMOI was warned, "If violation occurs again, you may be subject to written  
26 warning or termination of employment."  
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1           41.     On May 16, 2024, MS. KAMOI, after having received the warning from  
2 MONICA GAGNON, submitted another request for reasonable accommodations, signed by her  
3 physician. Among other things, her physician stated that, “She can work her usual number of  
4 hours per week but must be allowed necessary breaks or more time per assignment to complete  
5 her assignments especially when pain prevents speaking. She must have random breaks to treat,  
6 rest and recover from pain attacks and/or use alternate means of communication. She can  
7 maintain quality if given enough time.”

8  
9           42.     On or about May 31, 2024, Defendants denied MS. KAMOI’s most recent  
10 request for reasonable accommodation.

11           43.     Throughout June and July 2024, following the April 2024 warning she  
12 received from MONICA GAGNON and the May 31, 2024 denial of her request for  
13 accommodations, MS. KAMOI repeatedly requested reasonable accommodations for her  
14 disability and medical condition, all of which were denied by Defendants. On or about June 6,  
15 2024, she again explained that her disability and medical condition did not allow her to work “as  
16 rapidly as required” to meet the productivity standards being applied to concurrent utilization  
17 review nurses (completing 1.5 concurrent review cases per hour within an 8-hour shift) and that  
18 she needed additional time and flexibility. In repeated email exchanges with Defendants on or  
19 about June 6, 2024, she explained that she and her physician were requesting additional time for  
20 her to perform her work.

21           44.     On or about July 11, 2024, MONICA GAGNON again reprimanded MS.  
22 KAMOI for taking too much time to complete her work and for working unauthorized overtime.  
23 MS. KAMOI explained, yet again, that she required accommodations and that she needs more  
24 time to complete her work.

25  
26           45.     On or about August 5, 2024, MS. KAMOI submitted yet another request  
27 for accommodation indicating that she needed additional time to perform her duties. The request  
28

1 specified that her episodes of pain would increase in severity and frequency as the weather  
2 became colder at the end of the year.

3 46. On or about August 22, 2024, MONICA GAGNON issued a written  
4 warning to MS. KAMOI for taking too much time to complete her work.  
5

6 47. In or about late August 2024, MS. KAMOI filed a complaint with the  
7 California Civil Rights Department alleging, *inter alia*, that Defendants discriminated against her  
8 on the basis of disability and medical condition, failed to engage in a good faith interactive  
9 process, and failed to provide her with reasonable accommodations.

10 48. In or about November 2024, MS. KAMOI again requested an  
11 accommodation that would, in effect, permit her to meet her daily and monthly productivity  
12 standards. As she informed Jackie Mock (Defendants' Leave of Absence Program Manager),  
13 she was concerned that, without accommodation, she was at very high risk of losing her job.  
14

15 49. In December 2024, MS. KAMOI filed another complaint with the  
16 California Civil Rights Department alleging, *inter alia*, that Defendants discriminated against her  
17 on the basis of disability and medical condition, failed to engage in a good faith interactive  
18 process, and failed to provide her with reasonable accommodations.

19 50. In or about January 2025, the productivity/quantity of work standards for  
20 concurrent utilization review nurses was increased again, this time to 2.5 cases per hour during  
21 an 8-hour work shift. Although Defendants were well aware of MS. KAMOI's disability and  
22 medical condition, as well as her prior requests for accommodations, Defendants failed to  
23 provide any flexibility or other accommodations to MS. KAMOI.  
24

25 51. On or about January 31, 2025, MONICA GAGNON again failed to  
26 accommodate MS. KAMOI, verbally reprimanding her for taking too much time to do her work.  
27  
28

1           52.     On or about April 16, 2025, MS. KAMOI notified SHARON JOHNSON  
2 that she needed to take the morning off due to neck pain.

3           53.     On or about April 28, 2025, SHARON JOHNSON issued a warning to  
4 MS. KAMOI for not working quickly enough. According to SHARON JOHNSON, MS.  
5 KAMOI'S work quantity was unsatisfactory. In the warning, SHARON JOHNSON noted that  
6 MS. KAMOI, during the preceding 4 months, had completed 2.1, 2.7, 2.0, and 1.9 cases per  
7 hour, respectively. Despite the fact that MS. KAMOI's monthly production should have been  
8 rated as "meets expectations" or "partially meets expectations," SHARON JOHNSON chose to  
9 rate her performance as "unsatisfactory." MS. KAMOI was warned that, if she failed to improve  
10 during the course of the next month, she would be subjected to further corrective action,  
11 including termination.

12           54.     After April 28, 2025, SHARON JOHNSON monitored MS. KAMOI's  
13 productivity on a stringent weekly basis rather than the monthly basis that was being applied to  
14 the other nurses.

15           55.     On or about May 22, 2025, MS. KAMOI received an email from  
16 SHARON JOHNSON in which she listed approximately 10 cases in which MS. KAMOI  
17 allegedly clocked out but continued to perform work. MS. KAMOI responded to SHARON  
18 JOHNSON's email, noting that, for each of the 10 cases, any time differential was *de minimis* (in  
19 some instances it was literally a matter of seconds between the time MS. KAMOI clocked out  
20 and the time she closed her browser). MS. KAMOI felt badgered and unduly targeted.

21           56.     In or about the early afternoon of May 22, 2025, MS. KAMOI received  
22 another email from SHARON JOHNSON directing MS. KAMOI to engage in a telephone  
23 meeting with her and with director, Mary Cummings.



1           62.     Section 12940, *et seq.*, of the California Government Code (the California  
2 “Fair Employment and Housing Act” or “FEHA”) prohibits discrimination and harassment based  
3 on medical condition and disability.

4           63.     As alleged herein and in violation of FEHA, Defendants disciplined,  
5 terminated, discharged, harassed, and discriminated against MS. KAMOI because of her  
6 disability and medical condition, and took and participated in other biased actions against MS.  
7 KAMOI, which communicated a biased, offensive, and hostile message.

8           64.     By the aforesaid acts and omissions of defendants, and each of them, MS.  
9 KAMOI has been directly and indirectly caused to suffer actual damages including, but not  
10 limited to, loss of earnings and future earning capacity, reliance damages, attorneys’ fees, costs  
11 of suit and other pecuniary loss not presently ascertained.

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

19           66.     Defendants, and each of them, by engaging in the aforementioned acts  
20 and/or in authorizing and/or ratifying such acts, engaged in willful, malicious, fraudulent,  
21 intentional, oppressive and despicable conduct, and acted with willful and conscious disregard of  
22 the right, welfare and safety of MS. KAMOI thereby justifying the award of punitive and  
23 exemplary damages in an amount to be determined at trial.  
24  
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1 and thereon alleges, that some if not all of the injuries are reasonably certain to be permanent in  
2 character.

3  
4 72. 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 MS. KAMOI thereby justifying the award of punitive and  
8 exemplary damages in an amount to be determined at trial.

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

12 **THIRD CAUSE OF ACTION**

13 **FAILURE TO ENGAGE IN A TIMELY, GOOD FAITH INTERACTIVE PROCESS**  
14 **WITH AN EMPLOYEE TO DETERMINE EFFECTIVE REASONABLE**  
15 **ACCOMMODATIONS**

16 **(Cal. Govt. Code § 12940(n))**

17 (Against Defendants ELEVANCE HEALTH, INC., ANTHEM BLUE CROSS LIFE AND  
18 HEALTH INSURANCE COMPANY, BLUE CROSS OF CALIFORNIA, THE ELEVANCE  
19 HEALTH COMPANIES OF CALIFORNIA, INC., THE ELEVANCE HEALTH COMPANIES,  
20 INC., and DOES 1 through 50, inclusive)

21  
22 74. MS. KAMOI realleges and incorporates by reference paragraphs 1 through  
23 73 of this Complaint, as though set forth in full.

24  
25 75. As alleged herein and in violation of California Government Code Section  
26 12940(n) and other provisions of FEHA, defendants failed to engage in a timely, good faith  
27 interactive process with MS. KAMOI to determine effective reasonable accommodations.  
28



1 HEALTH COMPANIES OF CALIFORNIA, INC., THE ELEVANCE HEALTH COMPANIES,  
2 INC., and DOES 1 through 50, inclusive)

3 80. MS. KAMOI realleges and incorporates by reference paragraphs 1 through  
4 79 of this Complaint, as though set forth in full.

5  
6 81. As alleged herein and in violation of California Government Code Section  
7 12940(m)(2) and other provisions of FEHA, defendants, and each of them, retaliated against,  
8 discharged and otherwise discriminated against MS. KAMOI because she requested  
9 accommodation.

10 82. By the aforesaid acts and omissions of defendants, and each of them, MS.  
11 KAMOI has been directly and indirectly caused to suffer actual damages including, but not  
12 limited to, loss of earnings and future earning capacity, reliance damages, attorneys' fees, costs  
13 of suit and other pecuniary loss not presently ascertained.

14  
15 83. As a further direct and legal result of the acts and conduct of defendants,  
16 and each of them, as aforesaid, MS. KAMOI has been caused to and did suffer and continues to  
17 suffer severe emotional and mental distress, anguish, humiliation, shame, embarrassment, fright,  
18 shock, anxiety, pain, discomfort, and physical sickness and/or injury. MS. KAMOI does not  
19 know at this time the exact duration or permanence of said injuries, but is informed and believes,  
20 and thereon alleges, that some if not all of the injuries are reasonably certain to be permanent in  
21 character.

22 84. Defendants, and each of them, by engaging in the aforementioned acts  
23 and/or in authorizing and/or ratifying such acts, engaged in willful, malicious, fraudulent,  
24 intentional, oppressive and despicable conduct, and acted with willful and conscious disregard of  
25 the right, welfare and safety of MS. KAMOI thereby justifying the award of punitive and  
26 exemplary damages in an amount to be determined at trial.





1           94.     As alleged herein, MS. KAMOI complained about, raised concerns and  
2 otherwise disclosed information about said violations, among others, to defendants, including to  
3 persons with authority over her and to employees who had the authority to investigate, discover,  
4 or correct the violation or noncompliance.

5           95.     As alleged herein and in violation of Sections 1102.5, *et seq.*, of the  
6 California Labor Code, defendants disciplined, terminated and otherwise took adverse  
7 employment actions against MS. KAMOI in retaliation for engaging in protected activities.

8           96.     By the aforesaid acts and omissions of defendants, and each of them, MS.  
9 KAMOI has been directly and legally caused to suffer actual damages including, but not limited  
10 to, loss of earnings, reliance damages, costs of suit and other pecuniary loss in an amount not  
11 presently ascertained, but to be proven at trial.

12           97.     As a further direct and legal result of the acts and conduct of defendants,  
13 and each of them, as aforesaid, MS. KAMOI has been caused to and did suffer and continues to  
14 suffer severe emotional and mental distress, anguish, humiliation, shame, embarrassment, fright,  
15 shock, pain, discomfort and anxiety. MS. KAMOI does not know at this time the exact duration  
16 or permanence of said injuries, but is informed and believes, and thereon alleges, that some if not  
17 all of the injuries are reasonably certain to be permanent in character.

18           98.     MS. KAMOI is informed and believes and thereon alleges that the  
19 defendants, and each of them, by engaging in the aforementioned acts and/or in authorizing  
20 and/or ratifying such acts, engaged in willful, malicious, fraudulent, intentional, oppressive and  
21 despicable conduct, and acted with willful and conscious disregard of the rights, welfare and  
22 safety of MS. KAMOI, thereby justifying the award of punitive and exemplary damage in an  
23 amount to be determined at trial.

24           99.     The aforesaid acts and omissions of defendants, and each of them justify  
25 the imposition of any and all civil penalties pursuant to Section 1102.5(f) of the California Labor  
26 Code.

27           100.    As a result of defendants' violation of California Labor Code Section  
28 1102.5, MS. KAMOI is entitled to reasonable attorneys' fees and costs of suit.

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**SEVENTH CAUSE OF ACTION**

**DISCRIMINATION BASED ON NATIONAL ORIGIN, ANCESTRY, ETHNICITY,  
COLOR, AND/OR RACE  
(Cal. Gov't Code § 12940)**

(Against Defendants ELEVANCE HEALTH, INC., ANTHEM BLUE CROSS LIFE AND  
HEALTH INSURANCE COMPANY, BLUE CROSS OF CALIFORNIA, THE ELEVANCE  
HEALTH COMPANIES OF CALIFORNIA, INC., THE ELEVANCE HEALTH COMPANIES,  
INC., and DOES 1 through 50, inclusive)

101. MS. KAMOI realleges and incorporates by reference paragraphs 1 through  
100 of this Complaint, as though set forth in full.

102. Section 12940, *et seq.*, of the California Government Code (the California  
“Fair Employment and Housing Act” or “FEHA”) prohibits discrimination based on national  
origin, ancestry, ethnicity, color, and/or race.

103. As alleged herein and in violation of FEHA, defendants, and each of them,  
disciplined, terminated, discharged, harassed and otherwise subjected MS. KAMOI to adverse  
employment actions and discrimination against MS. KAMOI because of her national origin,  
ancestry, ethnicity, color, and/or race.

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





1 HEALTH INSURANCE COMPANY, BLUE CROSS OF CALIFORNIA, THE ELEVANCE  
2 HEALTH COMPANIES OF CALIFORNIA, INC., THE ELEVANCE HEALTH COMPANIES,  
3 INC., and DOES 1 through 50, inclusive)

4 114. MS. KAMOI realleges and incorporates by reference Paragraphs 1  
5 through 113 of this Complaint, as though set forth in full.  
6

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

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

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

26 118. Defendants, and each of them, by engaging in the aforementioned acts  
27 and/or in authorizing and/or ratifying such acts, engaged in willful, malicious, fraudulent,  
28

1 intentional, oppressive and despicable conduct, and acted with willful and conscious disregard of  
2 the right, welfare and safety of MS. KAMOI thereby justifying the award of punitive and  
3 exemplary damages in an amount to be determined at trial.

4  
5 119. As a result of defendants' conduct, as alleged herein, MS. KAMOI is  
6 entitled to reasonable attorneys' fees and costs of suit as provided in Section 1021.5 of the  
7 California Code of Civil Procedure.

8  
9 **TENTH CAUSE OF ACTION**

10 **FAILURE TO PAY ALL WAGES**

11 **(Cal. Labor Code § 200, *et seq.*)**

12 (Against Defendants ELEVANCE HEALTH, INC., ANTHEM BLUE CROSS LIFE AND  
13 HEALTH INSURANCE COMPANY, BLUE CROSS OF CALIFORNIA, THE ELEVANCE  
14 HEALTH COMPANIES OF CALIFORNIA, INC., THE ELEVANCE HEALTH COMPANIES,  
15 INC., and DOES 1 through 50, inclusive)

16  
17 120. MS. KAMOI realleges and incorporates by reference Paragraphs 1  
18 through 119 of this Complaint, as though set forth in full.

19  
20 121. By the aforesaid acts and omissions of defendants, and each of them, MS.  
21 KAMOI was deprived of the wages to which she was entitled pursuant to the California  
22 Industrial Welfare Commission's ("IWC") Wage Orders, the California Labor Code and other  
23 wage and hour laws.

24  
25 122. In violation of Labor Code Sections 200, *et seq.*, and other wage and hour  
26 laws, defendants failed and refused to pay MS. KAMOI the wages due and payable to her,  
27 including all overtime wages earned by MS. KAMOI before the date of her termination.

28  
123. Defendants routinely required MS. KAMOI to work more than eight (8)  
hours per day, and/or forty (40) hours per week during her employment with defendants,  
requiring defendants to compensate MS. KAMOI at one and one-half times her "regular rate of

1 pay” for those hours under California Labor Code Section 510. However, as a result of  
2 defendants’ knowing and intentional policies and procedures, defendants failed to fully  
3 compensate MS. KAMOI for all hours she worked. Defendants both (1) did not pay MS.  
4 KAMOI for each hour of overtime she worked and (2) did not pay her the correct amount of  
5 overtime wages for those hours for which it did pay her, instead underpaying her for those hours  
6 based on an incorrect calculation of her “regular rate of pay,” based on her hourly wage alone.  
7 Defendants also failed to pay MS. KAMOI for missed meal and rest periods. Defendants failed  
8 to maintain adequate records of her wages and meal/rest periods.

9 124. MS. KAMOI is informed and believes, and thereon alleges that the failure  
10 of defendants to fully compensate her for all hours worked was willful, purposeful, unlawful per  
11 California Labor Code section 1194, *et seq.*, and done in accordance with the policies and  
12 practices of Defendants’ operations.

13 125. As a direct and proximate cause of the aforementioned violations, MS.  
14 KAMOI has been damaged in an amount according to proof at time of trial, but in an amount in  
15 excess of the jurisdiction of this Court. MS. KAMOI is entitled to recover the unpaid balance of  
16 all wages owed, penalties, reasonable attorney fees and costs of suit according to the mandate of  
17 California Labor Code Section 1194, *et seq.*

18 126. As a result of defendants’ failure to pay MS. KAMOI her wages, and other  
19 benefits, as alleged herein, MS. KAMOI is entitled to interest on her unpaid wages from the date  
20 they were due, as provided in Section 218.6 of the California Labor Code.

21 127. As a result of defendants’ failure to pay MS. KAMOI her wages, as  
22 alleged herein, MS. KAMOI is entitled to reasonable attorneys’ fees and costs of suit, as  
23 provided in Section 218.5 of the California Labor Code.

24 128. As a result of defendants’ willful failure to pay MS. KAMOI her wages as  
25 alleged herein, MS. KAMOI is entitled to penalties, including those set forth in Sections 200, *et*  
26 *seq.*, of the California Labor Code, including, without limitation, those set forth in Section 210 of  
27 the California Labor Code, as well as to an additional waiting time penalty in an amount equal to  
28 thirty days’ of her regular rate of pay, as provided in Section 203 of the California Labor Code.



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2 ///

3  
4 **TWELFTH CAUSE OF ACTION**

5 **FAILURE TO PROVIDE PERSONNEL AND WAGE RECORDS**

6 **(Cal. Labor Code §§ 226(b), 432, 1198.5)**

7 (Against Defendants ELEVANCE HEALTH, INC., ANTHEM BLUE CROSS LIFE AND  
8 HEALTH INSURANCE COMPANY, BLUE CROSS OF CALIFORNIA, THE ELEVANCE  
9 HEALTH COMPANIES OF CALIFORNIA, INC., THE ELEVANCE HEALTH COMPANIES,  
10 INC., and DOES 1 through 50, inclusive)

11 136. MS. KAMOI realleges and incorporates by reference Paragraphs 1  
12 through 135 of this Complaint, as though set forth in full.

13  
14 137. On August 15, 2025, following her termination, MS. KAMOI made a  
15 formal request to Defendants that they provide her with a copy of all of her personnel records,  
16 medical records, documents which she signed, and wage records pursuant to Sections 226(b),  
17 432, 1198.5 of the California Labor Code. Pursuant thereto, defendants were required to provide  
18 her with a copy of her wage records within 21 days and a copy of her personnel records within  
19 30 days. Defendants failed to comply with the foregoing requirements of the California Labor  
20 Code by, among other things, not providing her with records within the mandatory time  
21 limitations and by otherwise not providing her with a complete set of records, including, *inter*  
22 *alia*, records signed by MS. KAMOI and records pertaining to her requests for reasonable  
23 accommodations. MS. KAMOI seeks injunctive relief to obtain compliance with this section,  
24 pursuant to pertinent sections of the California Labor Code, including sections 226, 432 and  
25 1198.5.





1 149. 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 MS. KAMOI thereby justifying the award of punitive and  
5 exemplary damages in an amount to be determined at trial.

6 **PRAYER FOR RELIEF**

7  
8 **WHEREFORE, PLAINTIFF PRISCILLA KAMOI** prays for judgment against  
9 defendants as follows:

- 10 1. General damages in an amount to be proven at trial;  
11 2. Special damages in an amount to be proven at trial;  
12 3. Punitive damages in an amount appropriate to punish defendants and to make  
13 an example of defendants to the community;  
14 4. Penalties;  
15 5. Injunctive Relief;  
16 6. Attorneys' fees;  
17 7. Costs of suit;  
18 8. Interest;  
19 9. For such other relief as the Court deems proper.  
20

21 Date: March 16, 2026

HELMER FRIEDMAN LLP  
THE CARR LAW GROUP



24 By: \_\_\_\_\_  
25 Gregory D. Helmer, P.C.

26 Attorneys for Plaintiff,  
27 PRISCILLA KAMOI  
28

**PLAINTIFF'S DEMAND FOR JURY TRIAL**

Plaintiff PRISCILLA KAMOI hereby demands a trial by jury.

Date: March 16, 2026

HELMER FRIEDMAN LLP  
THE CARR LAW GROUP



By: \_\_\_\_\_  
Gregory D. Helmer, P.C.

Attorneys for Plaintiff,  
PRISCILLA KAMOI

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