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10 Attorneys for Plaintiff  
11 COLLIN JAN BLOM

12 **IN THE UNITED STATES DISTRICT COURT**  
13 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

14 COLLIN JAN BLOM, an individual,

15 Plaintiff,

16 v.

17 STRYKER CORPORATION, a Michigan  
18 Corporation

19 Defendant.

Case No.

**COMPLAINT FOR DAMAGES**

1. Fraud in the Inducement
2. Breach of Contract
3. Promissory Estoppel
4. Tortious Interference with Prospective Economic Advantage
5. Wrongful Termination in Violation of Public Policy

**DEMAND FOR JURY TRIAL**

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22 1. Plaintiff COLLIN JAN BLOM, also known as CJ Blom ("Plaintiff" or "Mr. Blom"), by its  
23 attorneys, Ratner Molineaux LLP, as and for its complaint against Defendant Stryker Corporation  
24 ("Defendant" or "Stryker"), alleges as follows:

25 ***NATURE OF THE LAWSUIT***

26 2. In 2015 Stryker fired Plaintiff along with several other short-term employees for  
27 inappropriate conduct in the workplace.  
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1 times by various Stryker employees including Director of Sales, Jon Hebel and Senior Director of Human  
2 resources, Olivia Cream, that the 2015 incident for which Mr. Blom had been fired was not an issue and  
3 the matter had been cleared up. Moreover, VP of Sales, Vince Fath wanted Mr. Stryker to join the company  
4 as he saw Plaintiff as the best candidate for the job.

5 23. Mr. Blom gave notice to his then current job in order to begin employment with Stryker.

6 24. The offer of employment made by Stryker included a \$25,000 sign on bonus, paid out over  
7 two payments.

8 25. Mr. Blom began his employment with Stryker in March 2022.

9 26. Mr. Blom underwent onboarding and required training, as well as a thorough background  
10 check and numerous discussions regarding the 2015 termination.

11 27. At no point during Mr. Blom's employment, with Stryker did his performance come into  
12 question or become an issue.

13 28. Mr. Blom took one day off in the beginning of April. Upon his return, Stryker terminated  
14 his employment citing the prior 2015 incident as the reason.

15 29. At no time was Mr. Blom made aware the 2015 incident would be an issue. Mr. Blom was  
16 assured by everyone at Stryker it would not be.

17 30. Stryker mislead Mr. Blom and fraudulently induced him into quitting his job with the  
18 competitor only to terminate his employment a month later.

19 31. As a result of Stryker's actions, Mr. Blom has lost out on income he would have earned had  
20 his stayed at his previous job.

21 ***FIRST CAUSE OF ACTION***  
22 *Fraud in the Inducement*  
*(On behalf of Plaintiff Against Defendant)*

23 32. Plaintiff repeats and realleges the allegations contained in all prior paragraphs as if set forth  
24 fully herein.

25 33. As alleged hereinabove, to induce Mr. Blom to work for Stryker, Stryker misrepresented to  
26 Mr. Blom that Plaintiff's prior employment with and firing by Stryker would not be an impediment to his  
27 employment and advancement with Stryker in the future.  
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1 34. At the time it made these false representations to Mr. Blom, Stryker knew them to be false;  
2 indeed, Stryker made these false representations to Mr. Blom solely to Mr. Blom and lure him into leaving  
3 his employment with Stryker's competitor.

4 35. Mr. Blom reasonably relied upon Stryker's misrepresentations in agreeing to quit his job,  
5 terminate equity and accept employment with Stryker.

6 36. Had Mr. Blom known that Stryker's representations were false and fraudulent, Mr. Blom  
7 never would have agreed to leave his job to work for Stryker.

8 37. As a result of Stryker's knowingly false and fraudulent misrepresentations and Mr. Blom's  
9 reliance thereupon, Mr. Blom has suffered damages.

10 ***SECOND CAUSE OF ACTION***  
11 *Breach of Contract*  
12 *(On behalf of the Plaintiff Against Defendant)*

13 38. Plaintiff re-alleges and incorporates by reference the allegations contained in all foregoing  
14 paragraphs as though fully set forth herein.

15 39. Stryker entered a valid and binding agreement between with Mr. Blom to employ Mr. Blom  
16 for a salary of \$153,000 plus a bonus of up to \$122,000. Mr. Blom performed his obligations under the  
17 agreement; Stryker did not. Specifically, among other things, Stryker fired Mr. Blom without cause or  
18 justification. (Attached as exhibit A is the agreement by which Stryker employed Plaintiff.)

19 40. Stryker thereby breached its employment agreement with Plaintiff

20 41. By reason of the foregoing, Mr. Blom is entitled to an award of damages against Stryker in  
21 the amount to be determined at trial, plus interest.

22 ***THIRD CAUSE OF ACTION***  
23 *Promissory Estoppel*  
24 *(On behalf of the Plaintiff Against Defendant)*

25 42. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth herein.

26 43. Stryker made a clear and unambiguous promise to Mr. Blom that if he accepted the Regional  
27 Sales Manager position with Stryker, his 2015 termination from Stryker would not be a hindrance to his  
28 employment. Mr. Blom was reassured his name has been cleared in connection with the prior incident.

1 44. Mr. Blom reasonably and justifiably relied on said promises and put his trust in Stryker that  
2 it would uphold and fulfill its promises.

3 45. Stryker should be estopped from rescinding its agreement to employ Plaintiff.

4 46. By reason of the foregoing Plaintiff has been damaged in an amount to be determined at  
5 trial.

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7 ***FOURTH CAUSE OF ACTION***  
8 *Tortious Interference with Prospective Economic Advantage*  
9 *(On behalf of the Plaintiff Against Defendant)*

10 47. Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth herein.

11 48. Mr. Blom had a reasonable probability of future business opportunities and economic  
12 benefit in connection with his prior employment with Stryker's competitor. As such, Mr. Blom left his full-  
13 time employment, surrendered his equity in that company.

14 49. Mr. Blom, after leaving his prior employment to accept employment at Stryker had a  
15 reasonable probability of future business opportunities and economic benefit in connection with his  
16 employment at Stryker.

17 50. Stryker had knowledge of such opportunities and intentionally interfered with such  
18 opportunities in violation of, among others, *California Business & Professions Code* § 17200. Stryker  
19 committed these tortious acts with deliberate and actual malice, ill-will, and oppression in conscious  
20 disregard of Mr. Blom's legal rights.

21 51. Stryker's actions have disrupted Mr. Blom's relationships and business opportunities within  
22 the industry.

23 52. The conduct of Stryker as described above was malicious, fraudulent, or oppressive and  
24 done with a willful and conscious disregard for Mr. Blom's rights. Stryker and each of them, and their  
25 agents/employees or supervisors, authorized, condoned, and ratified the unlawful conduct of each other.  
26 Consequently, Mr. Blom is entitled to punitive damages against Stryker.

1 53. Stryker did not uphold its promise to Mr. Blom and terminated his employment one month  
2 later citing the prior 2015 incident as a reason.

3 54. Mr. Blom's reliance on Stryker's promises was a substantial factor in causing Mr. Blom's  
4 harm as alleged herein.

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6 ***FIFTH CAUSE OF ACTION***

7 *Wrongful Termination in Violation of Public Policy*

8 *(Against All Defendants)*

9 55. Plaintiff re-pleads, re-alleges, and incorporates by reference each allegation set forth in this  
10 Complaint.

11 56. Defendant was Plaintiff's employer, and Plaintiff was Defendant's employee.

12 57. It is a violation of public policy for employer to mislead and fraudulently induce a potential  
13 employee into quitting their job with a competitor and to interfere with prospective economic advantage.

14 58. Defendant terminated Plaintiff in violation of Plaintiff's rights and public policy.

15 59. Plaintiff was harmed.

16 60. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

17 61. As a proximate result of Defendants' conduct, Plaintiff has suffered special damages in the  
18 form of lost earnings and equity, benefits and/or out of pocket expenses in an amount according to proof  
19 at the time of trial. As a further direct and proximate result of Defendants' conduct, Plaintiff will suffer  
20 additional special damages in the form of lost future earnings and equity, benefits and/or other prospective  
21 damages in an amount according to proof at the time of trial.

22 62. As a further direct and proximate result of Defendants' conduct, Plaintiff has suffered loss  
23 of financial stability, peace of mind and future security, and has suffered embarrassment, humiliation,  
24 mental and emotional pain and distress and discomfort, all to his detriment and damage in amounts not  
25 fully ascertained but within the jurisdiction of this court and subject to proof at the time of trial.

26 63. In violation of public policy, Defendants misled and fraudulently induced plaintiff into  
27 employment with Stryker, and thereafter terminated Plaintiff even though Defendants knew that Plaintiff  
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1 was experienced and able to perform the essential functions of his position.

2 64. The conduct of Defendants as described above was malicious, fraudulent, or oppressive and  
3 done with a willful and conscious disregard for Plaintiff's rights. Defendant and each of them, and their  
4 agents/employees or supervisors, authorized, condoned and ratified the unlawful conduct of each other.  
5 Consequently, Plaintiff is entitled to punitive damages against each of said Defendants .

6 **PRAYER FOR RELIEF**

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

- 8 1. Compensatory damages including emotional distress damages and lost wages, benefits  
9 and interest in a sum according to proof;
- 10 2. Interest on judgment, including prejudgment interest, at the legal rate;
- 11 3. Punitive damages in a sum according to proof;
- 12 4. Attorney's fees and costs; and
- 13 5. For any further legal and equitable relief, the Court deems proper.

14 **DEMAND FOR JURY TRIAL**

15 Plaintiff Collin Jan Blom hereby demands a trial by jury on all issues so triable.

16 Dated: June 17, 2022.

**RATNER MOLINEAUX, LLP**

17 */s/ David S. Ratner*

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19 David S. Ratner  
20 Shelley A. Molineaux  
21 Attorneys for Plaintiff Collin Jan Blom  
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