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FILED
Clerk of the Superior Court

NOV 09 2017

5 Attorneys for Plaintiff,
6 SHAWANDA TURNER

7
8 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN DIEGO – CENTRAL DIVISION**

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11 SHAWANDA TURNER, an individual,) Case No.: 37-2017-00043013-CU-WT-CTL
12)
13 Plaintiff,) **COMPLAINT FOR DAMAGES FOR:**
14)
15 v.) 1. **Discrimination Based on Race and**
16) **Gender (Gov. Code § 12940 et seq.);**
CORONADO UNIFIED SCHOOL) 2. **Harassment Based on Race and Gender**
17) **(Gov. Code § 12940 et seq.);**
DISTRICT, a public entity; KAREN) 3. **Failure to Prevent Discrimination and**
18) **Harassment (Gov. Code § 12940(k));**
CARLSON, an individual; and DOES 1) 4. **Retaliation;**
19) 5. **Intentional Infliction of Emotional**
through 25, inclusive,) **Distress;**
20) 6. **Breach of Covenant of Good Faith and**
21) **Fair Dealing;**
22) 7. **Failure to Pay Wages in Violation of**
23) **Labor Code § 204;**
24) 8. **Failure to Pay Wages Due at**
25) **Termination in Violation of Labor Code**
26) **§§ 201, 202, and 203; and**
27) 9. **Unfair Business Practices, Violation of**
28) **California Business and Professions**
Defendants.) **Code § 17200**

25 COMES NOW Plaintiff Shawanda Turner (“PLAINTIFF”), and alleges the following
26 causes of action against Defendants CORONADO UNIFIED SCHOOL DISTRICT
27 (“DISTRICT”); KAREN CARLSON (“CARLSON”); and DOES 1 through 25, inclusive,
28 (collectively “DEFENDANTS”), demands a jury trial, and seeks monetary compensation.

1 **NATURE OF THE CASE**

2 This Complaint is brought by an individual who was discriminated against on the basis of
3 race, gender, and whistleblower status, and who was subjected to adverse employment actions
4 based on pretextual grounds.

5 **JURISDICTION AND VENUE**

6 1. This Court has jurisdiction over this action because the amount in controversy
7 herein, exclusive of costs and interests, exceeds the sum of \$25,000.00. Venue is proper in this
8 Court because the employment which is the subject of this lawsuit was accepted and entered into
9 within San Diego County, and was performed at a location within San Diego County. In
10 addition, the unlawful practices alleged herein under Government Code Section 12900 et seq., as
11 set forth below, were committed in San Diego County, and the public entity defendant does
12 business within this Court’s jurisdictional area.

13 2. This action arises under various California statutes, including but not limited to,
14 the Fair Employment and Housing Act (the “FEHA”), and Government Code Section 12900, et
15 seq.

16 3. On November 6, 2017, Plaintiff filed a Complaint with the Department of Fair
17 Employment and Housing (DFEH) and obtained her right to sue letter on the same day.

18 4. On or about June 30, 2017 and July 24, 2017, PLAINTIFF filed a Tort Claim with
19 the DISTRICT and CARLSON. On August 22, 2017 DISTRICT notified PLAINTIFF that her
20 Tort Claim was rejected on August 17, 2017.

21 **PARTIES**

22 5. PLAINTIFF is an African-American female who does and at all times relevant to
23 this matter did reside in the County of San Diego, in the State of California.

24 6. Defendant DISTRICT is a public entity existing under the laws of the State of
25 California, which at all times relevant herein, conducted business within the County of San
26 Diego, State of California. Defendant DISTRICT was PLAINTIFF’s employer at all times
27 relevant herein.

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1 7. Defendant CARLSON is an individual who does and at all times relevant to this
2 matter, did reside in the County of San Diego, State of California. At times relevant herein,
3 Defendant CARLSON was PLAINTIFF's Manager while employed at the DISTRICT.

4 8. At all times mentioned in this Complaint, Defendant DISTRICT regularly
5 employed five (5) or more persons, bringing it within the provisions of California Government
6 Code Section 12900 et seq., which prohibits employers or their agents from harassing an
7 individual on the basis of religion, race, age, or disability, among other things.

8 9. The true names and capacities, whether individual, corporate, representative, or
9 otherwise, of DOES 1 through 25, inclusive, are unknown to PLAINTIFF, who therefore sues
10 them by such fictitious names. PLAINTIFF will seek leave to amend this Complaint to show the
11 true names and capacities of said DEFENDANTS when they are ascertained.

12 10. PLAINTIFF is informed and believes, and thereupon alleges, that each of the
13 DEFENDANTS named as a DOE, along with the named DEFENDANTS, is responsible in some
14 manner for the occurrences herein alleged, and that PLAINTIFF's injuries herein alleged were
15 legally or proximately caused by said DEFENDANTS. Wherever it is alleged that any act or
16 omission was also done or committed by any specifically named Defendant, or by
17 DEFENDANTS generally, PLAINTIFF intends thereby to allege, and does allege, that the same
18 act or omission was also done and committed by each and every Defendant named as a DOE,
19 and each named Defendant, both separately and in concert or conspiracy with the named
20 DEFENDANTS.

21 11. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant
22 herein was an agent, employee, or representative of the remaining DEFENDANTS, and that each
23 Defendant was acting within the scope, course, and authority of that relationship, within the
24 County of San Diego.

25 12. PLAINTIFF is informed and believes, and thereon alleges, that the DOE
26 Defendants are responsible for the acts alleged herein, and that they were acting as agents,
27 employers, or representatives of the named DEFENDANTS, and within the scope of their
28 agency in doing such acts.

1 13. The tortious acts and omissions alleged to have occurred herein were either
2 performed by Defendant DISTRICT and/or its principals, officers, managers or directors, or
3 were performed at the direction of, or with the permission and consent of Defendant DISTRICT
4 and/or its officers, managers, or directors. Defendant DISTRICT had knowledge that its
5 principals, officers, managers, and directors were likely to commit these acts, and that these acts
6 were in conscious disregard of the rights of PLAINTIFF. These acts were authorized and ratified
7 by Defendant DISTRICT, making it liable for damages.

8 **FACTUAL ALLEGATIONS**

9 14. PLAINTIFF is an African-American woman. PLAINTIFF worked for the
10 DISTRICT, primarily as a bus driver, since December 13, 2010. PLAINTIFF was also assigned
11 duties in the Maintenance and Operations Department and was the only African-American
12 woman working in that department. She was constructively terminated from her position on
13 January 3, 2017 because she could no longer endure the discriminatory and harassing work
14 environment created by her supervisor, CARLSON, a Caucasian woman.

15 15. On June 27, 2016, CARLSON was hired as Director of Maintenance, Operations
16 and Transportation. CARLSON had a reputation of hiring personal friends for various positions
17 in the DISTRICT and/or giving her "friends" preferential treatment. One such "friend" was John
18 Coolidge, who has told DISTRICT employees that he is "untouchable." CARLSON also hired
19 her friend, Aaron Pelayo.

20 16. According to several DISTRICT employees, the general way of thinking at the
21 DISTRICT is "if you're white...you're alright. If you're brown...you stick around. If you're
22 black...you to the back." Based on information and belief, the majority, if not all, of the
23 management positions in the DISTRICT are held by Caucasians, and there are very few Hispanic
24 or African-American workers employed in the DISTRICT.

25 17. Upon first becoming PLAINTIFF's supervisor, PLAINTIFF sensed a feeling of
26 dislike from CARLSON. CARLSON would frequently belittle PLAINTIFF, and she always
27 treated her differently than she treated Caucasian employees. CARLSON would not look at
28 PLAINTIFF when addressing her. CARLSON micro-managed PLAINTIFF's schedule, and

1 wanted to know where she was and what specific work she was performing every minute.
2 (CARLSON did not do this with other employees, rather monitored other employees on a weekly
3 basis.) CARLSON would accuse PLAINTIFF of being absent from work, and would report this
4 alleged absence to DISTRICT Superintendents Rita Beyers and Keith Butler; despite records that
5 revealed that PLAINTIFF was working her required shifts.

6 18. CARLSON displaced PLAINTIFF by removing the lock off PLAINTIFF's office,
7 and then giving that office to another employee (Mr. Pelayo, the newly hired "Journeyman").
8 CARLSON precluded PLAINTIFF from being able to perform the duties of her job when
9 PLAINTIFF's computer was given to another DISTRICT employee. Thereafter, PLAINTIFF
10 was not given access to use a computer, and did not have an office space within which to work.
11 On or about August 24, 2016, CARLSON told PLAINTIFF, "I have a best friend that's black
12 too."

13 19. Mr. Coolidge would watch over PLAINTIFF and report her activities back to
14 CARLSON. Mr. Coolidge has a reputation of not liking African-Americans. Part of
15 PLAINTIFF's duties as a bus driver was to tend to the maintenance of the school buses.
16 PLAINTIFF understands that Mr. Coolidge would constantly tamper with items under
17 PLAINTIFF's control, to cause an adverse effect on PLAINTIFF's employment and her
18 maintenance of DISTRICT buses.

19 20. In or around September of 2016, PLAINTIFF approached CARLSON to request
20 that CARLSON follow up with the DISTRICT Superintendent to initiate a grant to obtain funds
21 to purchase a new tank for a vehicle with a tank set to expire. CARLSON indicated she would
22 "get back to" PLAINTIFF. PLAINTIFF was the only driver assigned to drive this vehicle.
23 PLAINTIFF wanted to avoid a situation where the vehicle's status expired, resulting in a break
24 in service of the vehicle. PLAINTIFF understood that the grant should have been generated and
25 submitted over the summer of 2016 to avoid expiration come January 2017. Apparently the
26 DISTRICT did not obtain the grant, and instead CARLSON told PLAINTIFF, "I have good
27 news for you, your job is going to be eliminated."

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1 21. PLAINTIFF was perplexed and concerned about CARLSON's comment, and
2 contacted her union representative. The Union representative informed PLAINTIFF that the
3 Union had not been contacted by the DISTRICT regarding PLAINTIFF's position. Upon the
4 Union becoming involved, the story changed; PLAINTIFF's position was not going to be
5 eliminated; instead, the DISTRICT offered PLAINTIFF a different, more physically demanding
6 position, requiring heavy lifting. PLAINTIFF understood DISTRICT Superintendent of
7 Business Services, Keith Butler, wanted to outsource the Union jobs to outside non-union
8 employees. It turns out, the work previously performed by PLAINTIFF as a bus driver was
9 contracted out to South Bay (this action breached the DISTRICT's agreement with the Union).

10 22. CARLSON further discriminated against PLAINTIFF based on her gender.
11 CARLSON said that she "always wanted to be the director of the maintenance and operations
12 department and she would be the only woman." PLAINTIFF being a woman also factored into
13 CARLSON's hostility towards her.

14 23. Toward the end of 2016, PLAINTIFF received a two page letter of reprimand
15 from CARLSON. The letter concerned a situation between PLAINTIFF and another co-worker.
16 PLAINTIFF had accepted her role in the incident, and had apologized for her behavior.
17 PLAINTIFF was informed by Human Resources that the situation had been resolved, and that no
18 further action would be taken. However, the following day PLAINTIFF received CARLSON's
19 letter. Following receipt of the letter, PLAINTIFF complained to her Union about CARLSON's
20 discriminatory, retaliatory, and harassing conduct. PLAINTIFF was constructively terminated
21 after winter break on January 3, 2017, because she was forced out of her job by CARLSON.

22 24. DISTRICT created, authorized, ratified and/or condoned the discriminatory,
23 harassing, and retaliatory hostile work environment within which PLAINTIFF worked, by failing
24 to take appropriate action against CARLSON and end the disparate and unfair treatment. Based
25 on information and belief, at least two of PLAINTIFF's colleagues have filed their own claims of
26 discrimination against CARLSON and/or the DISTRICT.

27 25. PLAINTIFF has suffered damages as a result of DEFENDANTS' discriminatory
28 and unlawful conduct including: lost wages (past and future), unpaid split shift/early morning

1 shift differentials, loss of overtime, loss of benefits, and damages for emotional distress, anxiety,
2 sleeplessness, stress, and worry. Despite PLAINTIFF working shifts that were split, early
3 morning, or at two different sites for years (that required payment of differential of an additional
4 5% above regular pay), PLAINTIFF was not paid these differentials, which amount to thousands
5 of dollars in unpaid wages.

6 26. PLAINTIFF believes that the foregoing adverse actions were taken against her at
7 least in substantial part due to her race and gender, and in retaliation for engaging in protected
8 activity. PLAINTIFF is seeking compensatory damages, interest, punitive damages (against
9 CARLSON), damages for emotional distress, and attorney fees.

10 **CAUSES OF ACTION**

11 **FIRST CAUSE OF ACTION**

12 **Discrimination Based on Race and Gender in Violation of Government Code Section**

13 **12940(a)**

14 **(Against DEFENDANTS)**

15 27. PLAINTIFF hereby re-alleges and incorporates by reference all previous
16 allegations in this Complaint as though fully set forth herein.

17 28. DEFENDANTS took adverse actions against PLAINTIFF by, among other
18 things, discriminating against her based on her race and gender in violation of Government Code
19 Section 12940 et seq.

20 29. PLAINTIFF is informed, believes, and thereon alleges, that her race and gender
21 were substantial motivating reasons for the adverse actions and disparate treatment
22 DEFENDANTS took against her.

23 30. As a result of DISTRICT's conduct described above, PLAINTIFF has suffered
24 and continues to suffer, among other things, substantial losses in career opportunities, earnings,
25 bonuses, promotions, deferred compensation, retirement and other employment benefits, and
26 additional amounts of money she would have received had she not been subjected to such
27 adverse actions, and she will continue to suffer such losses in the future.

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1 31. PLAINTIFF has also suffered and continues to suffer from humiliation,
2 embarrassment, financial devastation, anxiety, mortification, mental anguish, loss of sleep, and
3 emotional distress, all to her damage in an amount according to proof.

4 32. As a result of the DISTRICT's conduct, PLAINTIFF is entitled to recover
5 reasonable attorney fees and costs pursuant to California Government Code section 12965(b).

6 **SECOND CAUSE OF ACTION**

7 **Harassment Based on Race and/or Gender in Violation of Government Code Section**

8 **12940(j)**

9 **(Against DEFENDANTS)**

10 33. PLAINTIFF hereby re-alleges and incorporates by reference all previous
11 allegations in this Complaint as though fully set forth herein.

12 34. In violation of Government Code section 12940(j), DISTRICT created, and
13 knowingly allowed to exist, a hostile and abusive work environment, subjecting PLAINTIFF to
14 severe and pervasive harassment based on her race and/or gender, which altered the conditions of
15 PLAINTIFF's employment, resulting in a hostile work environment.

16 35. As a result of CARLSON's, Coolidge's, Beyers', Butler's, Pelayo's, and the
17 DISTRICT's conduct described above, PLAINTIFF has suffered and continues to suffer, among
18 other things, substantial losses in career opportunities, earnings, bonuses, promotions, deferred
19 compensation, retirement and other employment benefits, additional amounts of money she
20 would have received had she not been subjected to such adverse actions, and she will continue to
21 suffer such losses in the future.

22 36. PLAINTIFF has also suffered and continues to suffer from humiliation,
23 embarrassment, financial devastation, anxiety, mortification, mental anguish, loss of sleep, and
24 emotional distress all to her damage in an amount according to proof.

25 37. As a result of DISTRICT's harassment, PLAINTIFF is entitled to recover
26 reasonable attorney fees and costs pursuant to California Government Code section 12965(b).

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1 **THIRD CAUSE OF ACTION**

2 **Failure to Prevent Discrimination and Harassment in Violation of Government Code**

3 **Section 12940(k)**

4 **(Against DISTRICT and DOES 1 through 25)**

5 38. PLAINTIFF hereby re-alleges and incorporates by reference all previous
6 allegations in this Complaint as though fully set forth herein.

7 39. PLAINTIFF is informed, believes and thereon alleges that the DISTRICT failed
8 to take all reasonable steps to prevent the above-described discrimination and harassment against
9 PLAINTIFF from occurring, and that the DISTRICT failed to take immediate and appropriate
10 corrective action to remedy said discrimination and harassment.

11 40. PLAINTIFF is informed, believes, and thereon alleges that the DISTRICT's
12 failure to take reasonable steps to prevent the discrimination and harassment against PLAINTIFF
13 was a substantial factor in causing harm to PLAINTIFF.

14 41. As a result of the DISTRICT's conduct described above, PLAINTIFF has
15 suffered and continues to suffer, among other things, substantial losses in career opportunities,
16 earnings, bonuses, promotions, deferred compensation, retirement, and other employment
17 benefits, and additional amounts of money she would have received had she not been subjected
18 to such adverse actions, and she will continue to suffer such losses in the future.

19 42. PLAINTIFF has also suffered and continues to suffer from humiliation,
20 embarrassment, financial devastation, anxiety, mortification, mental anguish, loss of sleep, and
21 emotional distress, all to her damage in an amount according to proof.

22 43. As a result of DISTRICT's acts as alleged herein, PLAINTIFF is entitled to
23 recover reasonable attorney fees and costs under California Government Code section 12965(b).

24 **FOURTH CAUSE OF ACTION**

25 **Retaliation**

26 **(Against DEFENDANTS)**

27 44. PLAINTIFF hereby re-alleges and incorporates by reference all previous
28 allegations in this Complaint as though fully set forth herein.

1 45. At all times herein mentioned, PLAINTIFF was engaged in protected activity in
2 reporting and complaining to responsible persons at DISTRICT the conduct by CARLSON that
3 she believed was unethical, illegal, harassing, discriminatory, retaliatory, and in violation of the
4 law.

5 46. As a direct, proximate, and legal result of PLAINTIFF's protected activity, the
6 DISTRICT and CARLSON undertook the following adverse employment actions against
7 PLAINTIFF: denied PLAINTIFF the resources/materials to perform her work; the DISTRICT
8 contracted out to South Bay the work performed by PLAINTIFF as a bus driver, instead offering
9 PLAINTIFF a different, more physically demanding position that required heavy lifting;
10 CARLSON reprimanded PLAINTIFF on a situation that had been resolved by Human
11 Resources; and CARLSON constructively terminated PLAINTIFF after winter break on January
12 3, 2017.

13 47. PLAINTIFF is informed and believes, and based thereon herein alleges, that her
14 protected actions were a causal link between the adverse employment actions taken against her
15 by DEFENDANTS.

16 48. As a direct, proximate, and legal result of the retaliation by DEFENDANTS,
17 PLAINTIFF has suffered and will continue to suffer, among other things, substantial losses in
18 career opportunities, earnings, bonuses, promotions, deferred compensation, retirement, and
19 other employment benefits, and additional amounts of money she would have received had she
20 not been subjected to such adverse actions, and she will continue to suffer such losses in the
21 future.

22 49. As a direct, proximate, and legal result of the retaliation by DEFENDANTS,
23 PLAINTIFF has also suffered and continues to suffer from humiliation, embarrassment, financial
24 devastation, anxiety, mortification, mental anguish, loss of sleep, and emotional distress, all to
25 her damage in an amount according to proof.

26 50. As a further direct, proximate, and legal result of DEFENDANTS' retaliation
27 against PLAINTIFF, PLAINTIFF has been compelled to retain the services of counsel in an

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1 effort to redress violation of the FEHA and has, thereby, incurred and will continue to incur legal
2 fees and costs.

3 **FIFTH CAUSE OF ACTION**

4 **Intentional Infliction of Emotional Distress**

5 **(Against All DEFENDANTS)**

6 51. PLAINTIFF hereby re-alleges and incorporates by reference all previous
7 allegations as though fully set forth herein.

8 52. DEFENDANTS engaged in extreme and outrageous conduct by subjecting
9 PLAINTIFF to adverse employment actions in violation of California public policy and without
10 just cause; subjecting PLAINTIFF to years of harassing and hostile treatment; and by failing to
11 conduct a fair, impartial, and good-faith investigation into PLAINTIFF's allegations, and into
12 the false allegations made against PLAINTIFF.

13 53. As a direct and legal result of DEFENDANTS' willful, wanton, intentional,
14 malicious and/or reckless conduct, PLAINTIFF suffered severe and extreme mental and
15 emotional distress, anguish, humiliation, embarrassment, fright, shock, pain, discomfort, and
16 anxiety, the exact nature and extent of which are not now known to PLAINTIFF. PLAINTIFF
17 will seek leave of court to insert the same when they are ascertained.

18 54. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS,
19 and each of them, by engaging in the aforementioned acts and/or ratifying such acts, engaged in
20 willful, malicious, intentional, oppressive, and despicable conduct, and acted with willful and
21 conscious disregard of PLAINTIFF's rights, welfare, and safety, thereby justifying an award of
22 punitive and exemplary damages (as against Defendant CARLSON only) in an amount to be
23 determined at trial.

24 **SIXTH CAUSE OF ACTION**

25 **Breach of Implied Contract to Terminate Only for Good Cause**

26 **(Against All DEFENDANTS)**

27 55. PLAINTIFF hereby re-alleges and incorporates by reference all previous
28 allegations as though fully set forth herein.

1 56. PLAINTIFF was reasonably assured by DEFENDANTS' actions, statements, and
2 conduct, that she would not be terminated without good, just, or sufficient cause. Despite this,
3 PLAINTIFF was terminated in violation of this policy as a result of PLAINTIFF'S
4 race/gender/protected status.

5 57. PLAINTIFF performed all the duties and conditions of her employment
6 agreement

7 58. DEFENDANTS knew that PLAINTIFF had fulfilled her duties and conditions
8 under the contract

9 59. Without good, just, or legitimate cause, DEFENDANTS, breached the subject
10 agreement by engaging in conduct separate and apart from performance obligations under the
11 agreement, without good faith and in contravention of the implied agreement not to terminate
12 PLAINTIFF'S employ except for good cause.

13 60. As a direct, proximate, and legal result of the breach by DEFENDANTS,
14 PLAINTIFF has suffered and will continue to suffer, among other things, substantial losses in
15 career opportunities, earnings, bonuses, promotions, deferred compensation, retirement, and
16 other employment benefits, and additional amounts of money she would have received had she
17 not been subjected to such adverse actions, and she will continue to suffer such losses in the
18 future.

19 61. PLAINTIFF has also suffered and continues to suffer from humiliation,
20 embarrassment, financial devastation, anxiety, mortification, mental anguish, loss of sleep, and
21 emotional distress, all to her damage in an amount according to proof.

22 **SEVENTH CAUSE OF ACTION**

23 **Failure to Timely Pay Wages Due at Termination in Violation of Labor Code Section 201,**

24 **202, and 203**

25 **(Against DEFENDANTS)**

26 62. PLAINTIFF incorporates and realleges by reference all previous paragraphs, and
27 each and every part thereof, of this Complaint, with the same force and effect as though set forth
28 at length herein.

1 63. PLAINTIFF brings this Seventh Cause of Action under Labor Code sections 201,
2 202, 203 and 218 against DEFENDANTS, and each of them, based on their failure to pay
3 PLAINTIFF all wages owed following her separation from employment.

4 64. Labor Code sections 201 and 202 require DEFENDANTS to pay their employees
5 all wages due within 72 hours of termination of employment. Section 203 of the Labor Code
6 provides that if an employer willfully fails to timely pay such wages the employer must, as a
7 penalty, continue to pay the subject employee's wages until the back wages are paid in full or an
8 action is commenced. The penalty cannot exceed 30 days of wages.

9 65. At all times relevant to this Complaint, PLAINTIFF worked for DEFENDANTS
10 during each workweek and pay period and worked numerous split shifts (worked morning shift
11 then returned for an afternoon/evening shift), early/late shifts (before 5:30 a.m or after 5:30
12 p.m.), and/or split shift at two different locations; requiring PLAINTIFF to have been paid a
13 differential of an additional 5% above regular pay.

14 66. DEFENDANTS willfully failed to pay PLAINTIFF her differential compensation
15 at the time of her termination, in violation of Labor Code Section 201 and 202; and failed to pay
16 an additional amount equal to thirty days wages, in violation of Labor Code section 203, since
17 more than thirty days has passed since said separation.

18 67. As a consequence of DEFENDANTS' willful conduct in not paying all wages due
19 within 72 hours of termination of employment, PLAINTIFF is entitled to 30 days wages as a
20 penalty under Labor Code section 203 for failure to pay legal wages, together with interest
21 thereon, and attorney fees and costs.

22 EIGHTH CAUSE OF ACTION

23 Failure to Timely Pay Wages During Employment in Violation of Labor Code Section 204

24 (Against DEFENDANTS)

25 68. PLAINTIFF incorporates and realleges by reference all previous paragraphs, and
26 each and every part thereof, of this Complaint, with the same force and effect as though set forth
27 at length herein.

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1 69. At all times herein set forth, California Labor Code section 204 provided that all
2 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
3 calendar month, other than those wages due upon termination of an employee, are due and
4 payable between the 16th and 26th day of the month during which the labor was performed.

5 70. At all times set forth herein, California Labor Code section 204 provided that all
6 wages earned by any person in any employment between the 16th and the last day, inclusive, of
7 any calendar month, other than those wages due upon termination of an employee, are due and
8 payable between the 1st and 10th day of the following month.

9 71. During the relevant time period, DEFENDANTS, and each of them, intentionally
10 and willfully failed to pay PLAINTIFF all wages due to her, within any time period permissible
11 under California Labor Code section 204.

12 72. PLAINTIFF is entitled to recover all remedies available for violations of
13 California Labor Code section 204, including but not limited to interest and attorney fees and
14 costs.

15 **NINTH CAUSE OF ACTION**

16 **Unfair Business Practices, Violation of California Business and Professions Code**

17 **Section 17200**

18 **(Against DEFENDANTS)**

19 73. PLAINTIFF refers to and herein incorporates by reference all other paragraphs in
20 this Complaint.

21 74. At all times herein mentioned, California Business and Professions Code Section
22 17200 et seq. were in full force and effect and binding upon DEFENDANTS. Said sections
23 prohibit engaging in unfair practices including, but not limited to failing to pay proper wages,
24 and or untimely paying proper wages.

25 75. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
26 engaged in unlawful business practices in violation of California Business and Professions Code
27 Section 17200 et seq. by failing to pay and or timely paying proper wages to PLAINTIFF.

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1 76. As a direct result of the actions of DEFENDANTS as alleged above, PLAINTIFF
2 is entitled to restitution pursuant to California Business and Professions Code Sections 17203
3 and 17208, in an amount according to proof at trial, as well as interest, attorney fees, and costs.

4 **PRAYER**

5 WHEREFORE, PLAINTIFF prays for judgment against DEFENDANTS as follows:

- 6 1. For special and compensatory damages, including loss of wages, promotional
7 opportunities, benefits, sick leave, and other opportunities of employment, according to proof;
8 2. For mental and emotional distress damages;
9 3. For an award of interest, including prejudgment interest, at the legal rate;
10 4. For an award of prevailing party attorney fees, where applicable;
11 5. For costs of suit incurred herein;
12 6. For punitive damages as against CARLSON related to the Fifth Cause of Action,
13 and;
14 7. For such other and further relief as the court deems just and proper.

15
16 Dated: November 8, 2017

DONALD R. HOLBEN & ASSOCIATES, APC

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18 By: 

Donald R. Holben, Esq.
Shiva E. Stein, Esq.
Attorneys for Plaintiff,
SHAWANDA TURNER

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21 **DEMAND FOR JURY TRIAL**

22 Plaintiff Shawanda Turner hereby demands a trial by jury.

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24 Dated: November 8, 2017

DONALD R. HOLBEN & ASSOCIATES, APC

25
26 By: 

Donald R. Holben, Esq.
Shiva E. Stein, Esq.
Attorneys for Plaintiff,
SHAWANDA TURNER