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Superior Court of California,  
County of San Diego

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Clerk of the Superior Court  
By Sophia Felix, Deputy Clerk

9 Attorneys for Plaintiff,  
10 **ELIZABETH TURNER**

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **IN AND FOR THE COUNTY OF SAN DIEGO, CENTRAL DIVISION**

13 ELIZABETH TURNER, an individual,

14 Plaintiff,

15 v.

16 INDIAN HEALTH COUNCIL, INC., an  
17 unknown business entity; and DOES 1 through  
18 25, Inclusive,

19 Defendant.

Case No.: 37-2023-00044538-CU-0E-CTL

PLAINTIFF'S COMPLAINT FOR:

1. RETALIATION BASED ON USE OF MEDICAL LEAVE [Cal. Gov't Code §12945.2(l)];
2. DISABILITY-BASED ASSOCIATIONAL DISCRIMINATION [Cal. Gov't Code §12926(o)];
3. INTERFERENCE WITH ABILITY TO TAKE MEDICAL LEAVE [Cal. Gov't Code §12945.2];
4. RETALIATION / WRONGFUL TERMINATION [Cal. Gov't Code §12940(h)];
5. RETALIATION [Cal. Lab. Code §1102.5];

**[JURY TRIAL DEMANDED]**

20 COMES NOW THE PLAINTIFF, alleging against Defendant as follows:

21 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

- 22 1. Plaintiff, ELIZABETH TURNER (hereinafter "Plaintiff" or "Ms. Turner"), is a natural  
23 person who is, and at all times herein mentioned was, a resident of the County of San Diego  
24 in the State of California.

- 1 2. Plaintiff believes and thereon alleges that at all times herein mentioned, INDIAN HEALTH  
2 COUNCIL (hereinafter "IHC" or collectively "Defendant") is an unknown business entity,  
3 doing business in the State of California, and is subject to suit under the California Fair  
4 Employment and Housing Act (FEHA), California Government Code § 12940 et seq.
- 5 3. Plaintiff believes and thereon alleges that at all times herein mentioned, Defendant is a  
6 business entity in the State of California, and is subject to suit under the California Fair  
7 Employment and Housing Act (FEHA), California Government Code § 12940 et seq.,  
8 employing in excess of five employees.
- 9 4. Plaintiff is informed and believes and thereon alleges that the named Defendant is  
10 responsible in some manner for the occurrences herein alleged and Plaintiff's injuries and  
11 damages as herein alleged are directly, proximately and/or legally caused by Defendant and  
12 all of its agents and/or employees conduct, acts, and/or omissions.
- 13 5. Plaintiff is informed and believes and thereon alleges that the aforementioned Defendant is  
14 somehow responsible for the acts alleged herein and while doing the acts herein alleged  
15 were acting within the scope of their agency, employment or representative capacity.
- 16 6. Plaintiff is ignorant to the true names and capacities of the Defendants sued herein as DOES  
17 1 through 25 and therefore sues these Defendants by such fictitious names. Plaintiff will  
18 amend this Complaint to allege the true names and capacities when they are ascertained.
- 19 7. Plaintiff is informed and believes and thereon alleges that each fictitiously named Defendant  
20 is responsible in some manner for the occurrences herein alleged, and Plaintiff's injuries and  
21 damages as herein alleged are directly, proximately and/or legally caused by Defendants.
- 22 8. Plaintiff is informed and believes and thereon alleges that the aforementioned DOES are  
23 somehow responsible for the acts alleged herein as the agents, employers, representatives or  
24 employees of other named Defendant, and in doing the acts herein alleged were acting  
25 within the scope of their agency, employment or representative capacity of said named  
26 Defendant and are therefore responsible for the acts complained of herein.
- 27 9. Defendant had actual and constructive knowledge of the tortious acts and omissions alleged  
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- 1 and thereafter ratified said conduct by failing to reprimand or terminate.
- 2 10. The actions of Defendant against Plaintiff constitute unlawful employment practices in  
3 violation of public policy, caused, and will continue to cause, Plaintiff loss of future  
4 earnings and employment.
- 5 11. At all times mentioned herein, Cal. Gov't Code §12940, et seq., was in full force and effect  
6 and was binding on Defendant.
- 7 12. Defendant's actions against Plaintiff constitute unlawful employment practices in violation  
8 of multiple sections of Cal. Gov't Code § 12940 et seq., as herein alleged and have caused,  
9 and will continued to cause, Plaintiff loss of earnings.
- 10 13. At all times mentioned herein, Cal. Gov't Code §12945.1, et seq., was in full force and  
11 effect and was binding on Defendant.
- 12 14. Defendant's actions against Plaintiff constitute unlawful employment practices in violation  
13 of multiple sections of Cal. Gov't Code §12945.1 et seq., as herein alleged and have caused,  
14 and will continue to cause, Plaintiff loss of earnings.
- 15 15. Defendant committed these acts alleged herein maliciously, fraudulently, and oppressively,  
16 and with the wrongful intention of injuring Plaintiff, and acted with an improper and evil  
17 motive amounting to malice or despicable conduct. Alternatively, Defendant's wrongful  
18 conduct was carried out with a conscious disregard for Plaintiff's rights.
- 19 16. Defendant's conduct warrants the assessment of punitive damages in an amount sufficient to  
20 punish Defendant and deter others from engaging in similar conduct.
- 21 17. Plaintiff seeks compensatory damages, punitive damages, costs of suit herein, and attorney  
22 fees as a result of the wrongdoing alleged herein.
- 23 18. Plaintiff filed a complaint with the California Civil Rights Department ("CRD") on October  
24 12, 2023, and thereafter received a "Right to Sue" letter from the CRD, which is attached  
25 hereto as Exhibit "A."

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**SPECIFIC FACTUAL ALLEGATIONS**

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- 2 19. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the
- 3 preceding paragraphs as though fully set forth herein.
- 4 20. Defendant IHC was founded in 1970 as a nonprofit California corporation for public benefit.
- 5 21. On or around February 25, 2008, Ms. Turner was hired by Defendant as Director of
- 6 Business Operations and transferred to Director of Health Promotion Services in or around
- 7 2014. In or around the beginning of 2021, Ms. Turner’s title was changed to Director of the
- 8 Health Services and Marketing Department allegedly due to Defendant’s organizational
- 9 restructure plan, as discussed more below. At the time of her unlawful termination, Ms.
- 10 Turner was earning approximately \$127,000 annually, exclusive of benefits.
- 11 22. At all relevant times, Ms. Turner performed her job in a competent and diligent manner, as
- 12 routinely recognized by Defendant. For example, Ms. Turner routinely received positive
- 13 annual performance reviews, performance based bonuses, and pay increases throughout her
- 14 employment with Defendant.
- 15 23. Ms. Turner cares for her daughter who is a disabled and conserved adult. Defendant has
- 16 been on notice of Ms. Turner’s daughter’s condition(s) and Ms. Turner’s need to care for her
- 17 daughter.
- 18 24. In or around March 2020, Ms. Turner was working 32 hours per week, Monday through
- 19 Thursday, as Director of Health Promotion Services.
- 20 25. In or around April 2020, at the outset of the Covid-19 pandemic, Ms. Turner’s daughter’s
- 21 school closed. As a result, Ms. Turner suffered a lack of childcare. At that time, Defendant
- 22 granted Ms. Turner two weeks emergency sick leave to care for her daughter.
- 23 26. In or around May 2020, Defendant offered remote work to its employees not needing to be
- 24 on site as a result of the Covid-19 pandemic. Ms. Turner was able to perform her duties
- 25 remotely at this time. Thereafter, in or around June 2020, Defendant required all of its
- 26 employees to return to work on site.
- 27 27. On or around June 15, 2020, Ms. Turner was granted protected Family and Medical Leave
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1 Act (“FMLA”) leave from June 17, 2020 through June 30, 2020, to care for her daughter  
2 while her daughter’s placement in an adult day care program was pending. At the expiration  
3 of her leave, Ms. Turner returned to her position with Defendant on or about July 1, 2020.

4 28. On or around August 26, 2020, Angelina Renteria (“Renteria”), Defendant’s Chief  
5 Operating Officer, verbally informed Ms. Turner that Orvin Hanson (“Hanson”),  
6 Defendant’s Chief Executive Officer, was implementing a hybrid work schedule which  
7 required all Directors to work on site three days a week and two days remote. Renteria also  
8 informed Ms. Turner that because she only worked four days per week, she was only  
9 authorized to work one day a week remote and needed to be on site the remaining three  
10 days. Ms. Turner informed Renteria that she did not have childcare and needed to assist her  
11 daughter with her online schooling. Ms. Turner added that she was working with the San  
12 Diego Regional Center to get respite care for her daughter while she is at work. Ms. Turner  
13 believed she could perform her duties working remote, or minimally, working remote two  
14 days per week as offered to the other Directors.

15 29. On or around August 27, 2020, Ms. Turner was granted FMLA leave from September 8,  
16 2020 through October 20, 2020 to care for her daughter due to her school still being closed  
17 for in person education because of Covid-19 concerns. On or around October 21, 2020, Ms.  
18 Turner returned to work and continued her Monday through Thursday schedule with  
19 Defendant, working three days in person and one day remote, despite her prior request to  
20 work remote two days per week being denied.

21 30. On or around November 23, 2020, Ms. Turner attended a meeting with Hanson, Renteria,  
22 Natasha Siva (“Siva”), Defendant’s Human Resources Director, and Nancy Flexman  
23 (“Flexman”) to discuss an “organizational restructure” that was going to take place. As part  
24 of the restructure plan, Ms. Turner’s department was changing from Health Promotion  
25 Services Department to the Health Promotion Services and Marketing Department. During  
26 this meeting, Ms. Turner asked for a copy of her new job description and was told  
27 Defendant was still allegedly still working on it. Ms. Turner also requested a copy of the  
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1 complete organizational chart and was told it was still in development and that Defendant  
2 was working out the details, or words to that effect. Ms. Turner was told there would be a  
3 90-day transition period for the restructure to take place and was instructed not to share any  
4 of this information with her staff as Defendant would be holding a presentation for all staff  
5 regarding the restructure plan. Ms. Turner believed aspects of the restructure, including  
6 changing her department entirely, was in retaliation for taking protected FMLA leave as her  
7 new job description was robust and created an unrealistic workload for Ms. Turner. Ms.  
8 Turner’s new job description made her feel as though it was designed to make her fail at her  
9 job with Defendant. Ms. Turner’s new department and new job description and duties was a  
10 substantial increase in responsibility, especially in comparison to others, including other  
11 directors and departments, involved in the restructuring or reorganizing.

12 31. On or around December 4, 2020, Defendant issued Ms. Turner a favorable performance  
13 review.

14 32. On or around December 23, 2020, Defendant held a Directors meeting via Microsoft Teams  
15 where the full restructure plan was shared. Ms. Turner’s middle manager and subordinate,  
16 Sasha Spite (“Spite”) was not present at the meeting. As a result, Ms. Turner called Spite to  
17 explain the restructure transition plan.

18 33. On or around January 4, 2021, Ms. Turner attended a Microsoft Teams meeting with  
19 Renteria, Spite, and Siva to review the restructure plan. During the meeting, Ms. Turner  
20 asked questions and expressed concerns regarding the restructure plan and relocation of  
21 offices taking place during the Covid-19 pandemic. Ms. Turner’s concerns included, but  
22 were not limited to: not having enough time to achieve the goals set by Defendant within the  
23 60 days provided;<sup>1</sup> office and staff relocation during the height of the Covid-19 pandemic;  
24 staff health and safety with an increase in staff exposures to Covid-19; the potential loss of  
25 materials and equipment during the relocation; lack of organization; transitioning grants all  
26 at once rather than on renewal cycles especially those on evaluation years; all necessary

27 \_\_\_\_\_  
28 <sup>1</sup> Defendant circulated a document titled “Timeline for Directors 30/45/60 Day Milestone Plans.”

1 equipment being set up in a timely manner; and impacts on staff morale and motivation.  
2 Siva took issue with Ms. Turner addressing her concerns in front of Spite, who was her  
3 subordinate. As a result, Siva disconnected Spite from the meeting.

4 34. On or around January 12, 2021, Ms. Turner attended a Microsoft Teams meeting with  
5 Hanson, Renteria, and Siva to discuss the Health Promotion Services Department  
6 restructure. During this meeting, Ms. Turner was verbally informed that effective May 1,  
7 2021, the terms and conditions of her employment, including her job description, duties, and  
8 schedule would change significantly. Ms. Turner’s new job description was shared on the  
9 screen and labeled “Revised November 18, 2020.”<sup>2</sup> Ms. Turner’s new job description  
10 required her to work five days per week, Monday through Friday. Ms. Turner was told there  
11 would be no flexibility in her work hours and that the position would be on site with no  
12 remote work available. Importantly, up until this point, Ms. Turner had worked for  
13 Defendant four days per week, Monday through Thursday, for 12 years. Additionally, Ms.  
14 Turner’s new job description made her responsible for all of Defendant’s marketing and  
15 program campaigning for all departments. Ms. Turner felt Defendant was punishing her for  
16 taking FMLA leave to care for her daughter by making her job description more difficult,  
17 and increasing her required hours. During the meeting, Defendant informed Ms. Turner it  
18 was providing her with a 90-day notice of the change.

19 35. On or around January 15, 2021, Ms. Turner received an email from Siva providing her with  
20 a copy of her new job description as previously requested in the meeting that took place on  
21 or around November 23, 2020. Ms. Turner was the only director who had her job title  
22 changed as a result of Defendant’s restructure. As stated above, Ms. Turner felt targeted and  
23 felt she was being set up for failure. Additionally, Ms. Turner felt that increasing her  
24 required days of work from four to five was in retaliation for her taking FMLA. As stated  
25 herein, Defendant knew that Ms. Turner needed to help care for her dependent child and felt  
26 Defendant’s changes to her duties and schedule made doing so even more difficult.

27 <sup>2</sup> As discussed above, Plaintiff was told on November 23, 2020 that her job description was not completed and was not  
28 provided a copy until January 2021.

1 36. On or around January 22, 2021, Defendant’s Human Resources circulated a memorandum  
2 via email to its employees. The memorandum was titled “RE: Change to Leave Policy and  
3 Practices” and discussed the changes Defendant was implementing to its leave for “medical,  
4 family, and related reasons.” Specifically, Defendant terminated its “unwritten practice of  
5 providing . . . CFRA leave” and changed its policy to allow for additional leave beyond the  
6 12 weeks provided by FMLA on a case-by-case basis.

7 37. On or around January 29, 2021, Renteria told Ms. Turner that she was receiving disciplinary  
8 action because of her comments made during the meeting that took place on or around  
9 January 4, 2021 wherein she disclosed numerous concerns, as discussed above. Ms. Turner  
10 received a verbal counseling. Ms. Turner again felt that Defendant was retaliating against  
11 her for taking leave and for voicing her concerns regarding health and safety and other  
12 impacts of Defendant’s restructure.

13 38. On or around April 25, 2021, Ms. Turner told Siva that she needed to go on FMLA leave to  
14 support her daughter’s mental health condition. Siva responded by telling Ms. Turner that  
15 she could not go on FMLA leave until she accepted her new position because her old  
16 position was “eliminated” as of May 1, 2021 or words to that effect.

17 39. On or around April 26, 2021, Ms. Turner applied for FMLA leave (intermittent) requesting  
18 an accommodation to work Monday through Thursday from May 3, 2021 through August  
19 21, 2021.

20 40. On or around April 28, 2021, Ms. Turner signed her new job description and submitted it to  
21 Human Resources via an interoffice envelope.

22 41. On or around May 3, 2021, Ms. Turner was notified by email that Defendant approved her  
23 FMLA request, allowing Ms. Turner to work in person four days per week. Ms. Turner had  
24 available FMLA hours deducted for every Friday she did not work.

25 42. On or around August 19, 2021, Ms. Turner filed for an extension of FMLA benefits for the  
26 period of August 19, 2021 through November 30, 2021. About a week later, Defendant  
27 informed Ms. Turner that she only had a limited amount of FMLA remaining due to the  
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1 rolling 12-month period. Ms. Turner met with Siva to get an exact computation of her  
2 outstanding FMLA leave and was told she had 24 hours remaining. Ms. Turner contested  
3 Defendant's FMLA computation. Specifically, Ms. Turner contested the way Defendant  
4 established the 12-month period being used to calculate her remaining FMLA hours.  
5 Defendant calculated Ms. Turner's FMLA leave using a rolling 12-month period measured  
6 backward from the date she used any FMLA leave. However, on information and belief, the  
7 policy in place at the time required Defendant to calculate Ms. Turner's FMLA leave usage  
8 using the 12-month period measured forward from the date of her last FMLA leave usage.  
9 Ms. Turner was under the impression that she was significantly shorted FMLA leave due to  
10 Defendant's incorrect calculation using the incorrect 12-month rolling period per  
11 Defendant's policy. Ms. Turner made known her objection and felt her right to use FMLA  
12 leave was being interfered with by Defendant. Nevertheless, Ms. Turner used her remaining  
13 FMLA leave (as calculated by Defendant) to take off the next three consecutive Fridays  
14 through September 3, 2021. Plaintiff contends that the miscalculation interfered with her  
15 ability to take leave and care for her daughter.

16 43. During the meeting that took place on or around August 19, 2021, Ms. Turner shared her  
17 concerns regarding working Fridays and her continued need to care for her daughter,  
18 stabilizing her condition, and making sure she is receiving the proper therapy. Siva  
19 responded to Ms. Turner's concerns by saying, "this is a personal issue, and we have a  
20 business to run" or words to that effect. Although Ms. Turner was able to perform the  
21 essential functions of her job working four days per week, she verbally inquired about  
22 alternative work schedules multiple times with Renteria and was told that no alternative  
23 work schedules were being offered. Ms. Turner felt unsupported, particularly with a  
24 comment that she had a "personal issue." For over a decade, Ms. Turner performed her  
25 duties only working four days per week. Additionally, no good faith discussion was had  
26 about working more hours during the four days she was present, and no discussion was had  
27 as to whether Ms. Turner could work remote to accommodate her need to help care for her  
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1 child, besides being denied. Ms. Turner did not believe her requests created an undue burden  
2 on Defendant.

3 44. Despite the mistreatment she felt she was being subjected to, Ms. Turner continued to  
4 perform competently. As a result, in or around December 2021, Defendant issued Ms.  
5 Turner a favorable performance review.

6 45. Between December 2021 and September 2022, Ms. Turner used her sick leave and PTO  
7 leave to take approximately two days per month (every other Friday) to attend to her  
8 daughter's medical needs and appointments. During this time, Renteria approved Ms.  
9 Turner's time off requests.

10 46. Based on her strong performance and continued commitment, in or around December 2022,  
11 Defendant issued Ms. Turner a favorable performance review and Ms. Turner earned the full  
12 performance-based bonus. Renteria conducted Ms. Turner's performance review as she had  
13 done in previous years. Despite feeling retaliated against for her FMLA use and prior  
14 complaints, Ms. Turner continued to provide competent work for Defendant.

15 47. On or around April 20, 2023, Ms. Turner expressed her privacy concerns regarding  
16 Defendant's annual health appraisal to Siva via email. This was a questionnaire document  
17 seeking private health information of employees, including Ms. Turner. Prior to 2023, Ms.  
18 Turner strongly disagreed with the health questionnaire but did not document her concerns  
19 in writing. However, 2023 was the first year Ms. Turner declined to answer some of the  
20 questions on the health questionnaire and documented her privacy concerns in writing in an  
21 email to Siva. The questionnaire asked specific questions about Ms. Turner and other  
22 employee's health condition and any treatment they were seeking. Ms. Turner believed that  
23 the questions asked by Defendant were nonjob-related and targeted at physical and/or  
24 mental conditions and/or disabilities. Ms. Turner did not believe these questions had any  
25 relation to her job duties or responsibilities. Siva told Ms. Turner she would pose Ms.  
26 Turner's concerns for follow up by Corinna Nyquist ("Nyquist), RN Compliance Officer,  
27 but Nyquist never followed up with Ms. Turner regarding her privacy concerns.

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1 48. On or around April 22, 2023, Ms. Turner submitted Defendant’s annual employee health  
2 appraisal questionnaire, but refused to provide responses to all the questions asked believing  
3 that they sought private information (focused on physical and/or mental conditions and/or  
4 disabilities) not related to the performance of her job. Ms. Turner believed these were  
5 nonjob-related inquiries. Ms. Turner made known her objection to this policy by her prior  
6 email, and by refusing to answer these questions.

7 49. On or around May 2, 2023, Ms. Turner received an Outlook invitation from Siva to meet on  
8 the morning of May 4, 2023 in response to Ms. Turner’s voicemail request to meet with Siva  
9 to discuss business concerns Ms. Turner had regarding another employee, George Pojas  
10 (“Pojas”). However, instead of addressing Ms. Turner’s concerns in the meeting that Ms.  
11 Turner had requested, Defendant blindsided Ms. Turner and terminated her employment on  
12 or around May 4, 2023. Renteria, Ms. Turner’s direct supervisor, was not present during Ms.  
13 Turner’s termination. Ms. Turner was given her final paycheck and told to turn in her  
14 cellphone and laptop and instructed to leave the building and not to return to her office.  
15 Cuevas went into Ms. Turner’s office to collect her purse, backpack, and eyeglasses. Ms.  
16 Turner was then directed to make an appointment after hours to pick up the rest of her  
17 belongings. Ms. Turner believes her termination was in response to her complaints and  
18 objections to conduct she reasonably believed to be unlawful, including but not limited to  
19 her privacy concerns regarding Defendant’s health questionnaire and her prior concerns  
20 about taking and using FMLA leave.

21 **FIRST CAUSE OF ACTION**

22 **RETALIATION BASED ON USE OF FAMILY MEDICAL LEAVE**

23 **[Cal. Gov’t Code § 12945.2(1)]**

24 50. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the  
25 preceding paragraphs as though fully set forth herein.

26 51. At all times mentioned herein, Cal. Gov’t Code § 12945.2 et seq. was in full force and effect  
27 and was binding on Defendant. This section provides that it is unlawful for Defendant, as an  
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- 1 employer, to deny an employee use of family care medical leave.
- 2 52. Plaintiff was eligible for and requested family medical leave.
- 3 53. Defendant, by and through its employees and agents, engaged in conduct that, taken as a  
4 whole, materially and adversely affected the terms and conditions of Plaintiff's employment,  
5 as stated herein, including forcing Plaintiff's resignation.
- 6 54. Plaintiff believes and thereon alleges that her use of medical leave for her daughter's serious  
7 health condition was a motivating reason for Defendant engaging in conduct that, taken as a  
8 whole, materially and adversely affected the terms and conditions of Plaintiff's employment,  
9 up to and including forcing Plaintiff's termination.
- 10 55. As a direct, foreseeable, and proximate result of Defendant's conduct, Plaintiff has sustained  
11 and continues to sustain substantial losses in earnings, employment benefits employment  
12 opportunities, and Plaintiff has suffered other economic losses in an amount to be  
13 determined at time of trial. Plaintiff has sought to mitigate these damages.
- 14 56. As a direct, foreseeable, and proximate result of Defendant's conduct, Plaintiff has suffered  
15 and continues to suffer humiliation, emotional distress, loss of reputation, and mental and  
16 physical pain and anguish, all to her damage in a sum to be established according to proof.
- 17 57. In addition to such other damages as may properly be recovered herein, Plaintiff is entitled  
18 to recover prevailing party attorney fees pursuant to Cal. Gov't Code § 12965.

19 **SECOND CAUSE OF ACTION**

20 **DISCRIMINATION BASED ON ASSOCIATION WITH**  
21 **DISABILITY OR MEDICAL CONDITION**

22 **[Cal. Gov't Code § 12926(o)]**

- 23 58. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the  
24 preceding paragraphs as though fully set forth herein.
- 25 59. At all times mentioned herein, Cal. Gov't Code § 12926(o) was in full force and effect and  
26 was binding on Defendant. This section provides that a "mental disability includes...that the  
27 person is associated with a person who has, or is perceived to have, any of those  
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- 1 characteristics.”
- 2 60. Plaintiff performed work for Defendant, as an employee, as stated herein.
- 3 61. Plaintiff’s daughter suffered a mental condition that required extensive care.
- 4 62. Defendant knew of Plaintiff’s daughter’s mental disability.
- 5 63. Plaintiff’s daughter’s medical condition required more of Plaintiff’s attention, but did not  
6 require so much attention that Plaintiff could not perform her job duties with a minor  
7 accommodation.
- 8 64. Defendant subjected Plaintiff to adverse employment actions and ultimately terminated her  
9 employment.
- 10 65. Plaintiff’s association with her daughter was the substantial motivating reason for  
11 Defendant’s decision to take adverse employment actions against Plaintiff including  
12 terminating Plaintiff.
- 13 66. As a direct, foreseeable, and proximate result of Defendant’s conduct, Plaintiff has sustained  
14 and continues to sustain substantial losses in earnings, employment benefits, employment  
15 opportunities, and Plaintiff has suffered other economic losses in an amount to be  
16 determined at time of trial. Plaintiff has sought to mitigate these damages.
- 17 67. As a direct, foreseeable, and proximate result of Defendant’s conduct, Plaintiff has suffered  
18 and continues to suffer humiliation, emotional distress, loss of reputation, and mental and  
19 physical pain and anguish, all to her damage in a sum to be established according to proof.
- 20 68. As a result of Defendant’s deliberate, outrageous, despicable conduct, Plaintiff is entitled to  
21 recover punitive and exemplary damages in an amount commensurate with Defendant’s  
22 wrongful acts and sufficient to punish and deter future similar reprehensible conduct.
- 23 69. Plaintiff has incurred and continues to incur legal expenses and attorney fees.
- 24 70. In addition to such other damages as may properly be recovered herein, Plaintiff is entitled  
25 to recover prevailing party attorney fees and costs pursuant to Cal. Gov’t Code § 12965.

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1 **THIRD CAUSE OF ACTION**

2 **INTERFERENCE WITH ABILITY TO TAKE MEDICAL LEAVE**

3 **[Cal. Gov't Code § 12945.2]**

4 71. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the  
5 preceding paragraphs as though fully set forth herein.

6 72. At all times mentioned herein, Cal. Gov't Code §12945.2 was in full force and effect and  
7 was binding on Defendants. This section provides that it is unlawful for an employer to deny  
8 family care or medical leave or interfere with an employee's use of such leave.

9 73. Under Cal. Gov't Code §12945.2 Plaintiff is an eligible employee because she was a full  
10 time employee and had worked over twelve (12) months of at least 1,250 hours within that  
11 time period when she requested family care leave/medical leave.

12 74. Plaintiff sought family care leave to care for her daughter's mental condition.

13 75. Plaintiff provided reasonable notice to Defendants, when foreseeable, of her need for family  
14 care/medical leave.

15 76. Defendants wrongfully denied and/or interfered with Plaintiff's reasonable requests for  
16 medical leave, in violation of Cal. Gov't Code §12945.2.

17 77. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has sustained  
18 and continues to sustain substantial loss in earnings, employment benefits, employment  
19 opportunities, and Plaintiff has suffered economic loses in an amount to be determined at  
20 trial. Plaintiff has sought to mitigate these damages.

21 78. As a proximate result of Defendants' willful, knowing, and intentional discrimination of  
22 Plaintiff, Plaintiff has suffered and continues to suffer humiliation, emotional distress, loss  
23 of reputation, and mental and physical pain and anguish, all to her damage in a sum to be  
24 established according to proof.

25 79. As a result of Defendants' deliberate, outrageous and despicable conduct, Plaintiff is entitled  
26 to recover punitive and exemplary damages in an amount commensurate with each of  
27 Defendants' wrongful acts and sufficient to punish and deter future similar reprehensible  
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1 conduct.

2 80. Plaintiff has incurred and continues to incur legal expenses and attorney's fees.

3 81. In addition to such other damages as may properly be recovered herein, Plaintiff is entitled  
4 to recover prevailing party attorney fees and costs pursuant to Cal. Gov't Code § 12965.

5 **FOURTH CAUSE OF ACTION**

6 **RETALIATION / WRONGFUL TERMINATION**

7 **[Cal. Gov't Code § 12940(h)]**

8 82. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the  
9 preceding and subsequent paragraphs as though fully set forth herein.

10 83. Defendant retaliated against Plaintiff as a result of Plaintiff's requests to use medical leave  
11 to which she was legally entitled. Defendant ultimately terminated Plaintiff's employment.  
12 This conduct materially and adversely affected the terms and conditions of Plaintiff's  
13 employment.

14 84. Plaintiff believes and hereon alleges that her opposition to unlawful conduct under  
15 Government Code section 12940, et seq., including but not limited to her use of medical  
16 leave to which she was entitled was a substantial motivating reason for Defendant engaging  
17 in conduct that, taken as a whole, materially and adversely affected the terms and conditions  
18 of her employment.

19 85. As a direct, foreseeable, and proximate result of Defendant's conduct, Plaintiff has sustained  
20 and continues to sustain substantial losses in earnings, employment benefits, employment  
21 opportunities, and Plaintiff has suffered other economic losses in an amount to be  
22 determined at time of trial. Plaintiff has sought to mitigate these damages.

23 86. As a direct, foreseeable, and proximate result of Defendant's conduct, Plaintiff has suffered  
24 and continues to suffer humiliation, emotional distress, loss of reputation, and mental and  
25 physical pain and anguish, all to her damage in a sum to be established according to proof.

26 87. As a result of Defendant's deliberate, outrageous, despicable conduct, Plaintiff is entitled to  
27 recover punitive and exemplary damages in an amount commensurate with Defendant's  
28

1 wrongful acts and sufficient to punish and deter future similar reprehensible conduct.

2 88. In addition to such other damages as may properly be recovered herein, Plaintiff is entitled  
3 to recover prevailing party attorney's fees pursuant to Government Code section 12965(b).

4 **FIFTH CAUSE OF ACTION**

5 **RETALIATION**

6 **[Cal. Lab. Code § 1102.5]**

7 89. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the  
8 preceding paragraphs as though fully set forth herein.

9 90. Plaintiff performed work for Defendant, as an employee of Defendant, as stated herein.

10 91. During her employment, Plaintiff disclosed to Defendant her reasonable belief that  
11 Defendant was engaging in unlawful conduct, including but not limited to discrimination,  
12 interference with her ability to take leave, health and safety concerns, potential overtime and  
13 payment issues, privacy concerns, and concerns about nonjob-related inquiries of her  
14 physical and/or mental health conditions and/or disabilities. These disclosures were made to  
15 Defendant's employees with authority to investigate, discovery, or correct legal violations or  
16 noncompliance that Plaintiff disclosed.

17 92. Plaintiff had reasonable cause to believe that the information disclosed a violation of state,  
18 federal, or local laws, regulations or statutes.

19 93. Defendant engaged in adverse employment actions against Plaintiff in retaliation for her  
20 disclosures of Defendant's unlawful activities, up to and including terminating her  
21 employment.

22 94. Plaintiff's opposition to Defendant's illegal conduct, actions, and/or omissions was a  
23 contributing factor in Defendant's decision to take adverse employment action, including  
24 terminating Plaintiff's employment.

25 95. Defendant's conduct was a substantial factor in causing Plaintiff's harm.

26 96. As a direct, foreseeable, and proximate result of Defendant's conduct, Plaintiff has sustained  
27 and continues to sustain substantial losses in earnings, employment benefits, employment  
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1 opportunities, and Plaintiff has suffered other economic losses in an amount to be  
2 determined at time of trial. Plaintiff has sought to mitigate these damages.

3 97. As a direct, foreseeable, and proximate result of Defendant's conduct, Plaintiff has suffered  
4 and continues to suffer humiliation, emotional distress, loss of reputation, and mental and  
5 physical pain and anguish, all to her damage in a sum to be established according to proof.

6 98. As a result of Defendant's deliberate, outrageous, despicable conduct, Plaintiff is entitled to  
7 recover punitive and exemplary damages in an amount commensurate with Defendant's  
8 wrongful acts and sufficient to punish and deter future similar reprehensible conduct.

9 99. In addition to such other damages as may properly be recovered herein, Plaintiff is entitled  
10 to recover prevailing attorney's fees pursuant to Code of Civil Procedure section 1021.5.

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14 WHEREFORE, Plaintiff prays for the following relief:

- 15 1. For general and compensatory damages in an amount according to proof, including  
16 loss of wages, promotional opportunities, benefits, and other opportunities of  
17 employment;
- 18 2. For special damages in an amount according to proof;
- 19 3. For physical, mental and emotional distress damages;
- 20 4. For back pay, front pay and other monetary relief;
- 21 5. For punitive damages against Defendant in an amount necessary to make an example  
22 of and to punish Defendant, and to deter future similar misconduct;
- 23 7. For costs of suit, including attorney's fees as permitted by law, including those  
24 available pursuant to Cal. Gov't Code §12965, and California Code of Civil  
25 Procedure § 1021.5;
- 26 8. For an award of interest, including prejudgment interest, at the legal rate as permitted  
27 by law;

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- 9. For injunctive relief, including reinstatement, promotion, and retroactive seniority;
- 10. For such other and further relief as the Court deems proper and just under all the circumstances.

**PLAINTIFF ELIZABETH TURNER** demands a jury trial on all issues in this case.

DATED: October 12, 2023

**GRUENBERG LAW**



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JOSHUA D. GRUENBERG  
BENJAMIN S. SILVER  
KELLI L. SANSHEY  
Attorneys for Plaintiff,  
**ELIZABETH TURNER**

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**EXHIBIT A**

- (1) MS. TURNER’S CHARGE FILED WITH THE CALIFORNIA CIVIL RIGHTS DEPARTMENT (CRD);
- (2) MS. TURNER’S RIGHT TO SUE LETTER FROM THE CRD.



## Civil Rights Department

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711  
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

October 12, 2023

Kelli Sanshey  
2155 First Ave.  
San Diego, CA

RE: **Notice to Complainant's Attorney**  
CRD Matter Number: 202310-22304612  
Right to Sue: Turner / Indian Health Council, Inc.

Dear Kelli Sanshey:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

**Pursuant to Government Code section 12962, CRD will not serve these documents on the employer.** You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



## Civil Rights Department

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800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711  
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

October 12, 2023

**RE: Notice of Filing of Discrimination Complaint**

CRD Matter Number: 202310-22304612

Right to Sue: Turner / Indian Health Council, Inc.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for CRD's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@dfeh.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



## Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758  
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711  
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

October 12, 2023

Elizabeth Turner

RE: **Notice of Case Closure and Right to Sue**  
CRD Matter Number: 202310-22304612  
Right to Sue: Turner / Indian Health Council, Inc.

Dear Elizabeth Turner:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective October 12, 2023 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for CRD's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@dfeh.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days



## Civil Rights Department

KEVIN KISH, DIRECTOR

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800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711  
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of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

1 **COMPLAINT OF EMPLOYMENT DISCRIMINATION**  
2 **BEFORE THE STATE OF CALIFORNIA**  
3 **Civil Rights Department**  
4 **Under the California Fair Employment and Housing Act**  
5 **(Gov. Code, § 12900 et seq.)**

6 **In the Matter of the Complaint of**

7 Elizabeth Turner

CRD No. 202310-22304612

8 Complainant,

9 vs.

10 Indian Health Council, Inc.  
11 50100 Golsh Road  
12 Valley Center, CA 92082

13 Respondents

14  
15 **1. Respondent *Indian Health Council, Inc.* is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).**

16  
17 **2. Complainant *Elizabeth Turner*, resides in the City of , State of .**

18  
19 **3. Complainant alleges that on or about **May 4, 2023**, respondent took the following adverse actions:**

20 **Complainant was discriminated against** because of complainant's family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies and as a result of the discrimination was terminated.

21 **Complainant experienced retaliation** because complainant reported or resisted any form of discrimination or harassment, requested or used a disability-related accommodation, requested or used family care and medical leave (cfra) related to serious health condition of employee or family member, child bonding, or military exigencies and as a result was terminated.

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23  
24 **Additional Complaint Details:** See attached.



1 VERIFICATION

2 I, **Kelli Sanshey**, am the **Attorney** in the above-entitled complaint. I have read the  
3 foregoing complaint and know the contents thereof. The matters alleged are based  
4 on information and belief, which I believe to be true.

5 On October 12, 2023, I declare under penalty of perjury under the laws of the State of  
6 California that the foregoing is true and correct.

7 **San Diego, CA**

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Date Filed: October 12, 2023

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