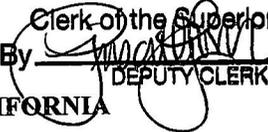


MAR 17 2025

1 Sharlett Downing
920 McAllister Street
2 San Francisco, CA 94115
415.225.0551
3 shardowning@gmail.com

Clerk of the Superior Court
By  DEPUTY CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN MATEO

UNLIMITED JURISDICTION

SHARLETT DOWNING,

Plaintiff, Pro Se

vs

**SEQUOIA UNION HIGH SCHOOL DISTRICT;
TODD BEAL, INDIVIDUALLY AND IN HIS
OFFICIAL CAPACITY; CRYSTAL LEACH,
INDIVIDUALLY AND IN HER OFFICIAL
CAPACITY; SEQUOIA UNION HIGH SCHOOL
DISTRICT BOARD OF TRUSTEES, IN THEIR
OFFICIAL CAPACITY; SHAW HR CONSULTING;
AND DOES 1-10, INCLUSIVE,,**

Defendant

Case No.: 24-CIV-02971

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR LEAVE TO FILE FIRST
AMENDED COMPLAINT [C.C.P. § 473(a)(1)]**

Date: TBD **10/13/2025**

Time: TBD - **2:00 PM**

Dept: TBD **15**

Judge: TBD **Don R. Franchi**

PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT
[C.C.P. § 473(A)(1)]

**MOTION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT
IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR SAN MATEO COUNTY
UNLIMITED JURISDICTION**

SHARLETT DOWNING,
Plaintiff,

vs.

SEQUOIA UNION HIGH SCHOOL DISTRICT; TODD BEAL, in his official and individual capacities; CRYSTAL LEACH, in her official and individual capacities as Superintendent; THE SUHSD BOARD OF TRUSTEES, in their official capacity; SHAW HR CONSULTING; and DOES 1 through 10, inclusive,
Defendants.

Case No.: 24-CIV-02971

PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT; MEMORANDUM OF POINTS AND AUTHORITIES

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on **[insert hearing date]**, at **[insert time]**, or as soon thereafter as the matter may be heard, in Department **[insert department number]** of the **Superior Court of California, County of San Mateo**, located at **[insert courthouse address]**, Plaintiff **Sharlett Downing** will move the Court for an order granting Plaintiff leave to file a First Amended Complaint pursuant to California Code of Civil Procedure **§ 473(a)(1)**.

This motion is made on the grounds that the proposed First Amended Complaint is necessary to clarify allegations, assert additional claims, and ensure completeness in the pleading. This amendment is in the interest of justice, and no party will suffer prejudice from the amendment.

This motion is based on this Notice of Motion, the attached Memorandum of Points and Authorities, the Declaration of Plaintiff, the proposed First Amended Complaint, the Court's file in this matter, and any argument and evidence presented at the hearing.

DATED: March 1~~3~~ 2025

Respectfully submitted,

SHARLETT DOWNING

Plaintiff, Pro Se

1 Sharlett Downing, In Pro Per
920 McAllister Street
2 San Francisco, CA 94115
415.225.0551
3 shardowning@gmail.com

4 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
5 **IN AND FOR SAN MATEO COUNTY**
6 **UNLIMITED JURISDICTION**

7 **SHARLETT DOWNING, PRO SE**

8 **Plaintiff,**

9 vs.

10 **SEQUOIA UNION HIGH SCHOOL DISTRICT;**
11 **TODD BEAL, IN HIS OFFICIAL AND**
12 **INDIVIDUAL CAPACITIES; CRYSTAL LEACH, IN**
13 **HER OFFICIAL AND INDIVIDUAL CAPACITIES**
14 **AS SUPERINTENDENT; THE SUHSD BOARD OF**
15 **TRUSTEES, IN THEIR OFFICIAL CAPACITY;**
16 **SHAW HR CONSULTING; AND DOES 1**
17 **THROUGH 10, INCLUSIVE,**

18 **Defendant**

Case No.: 24-CIV-02971

FIRST AMENDED COMPLAINT FOR DAMAGES**

****CAUSES OF ACTION:****

1. Disability Discrimination (Gov. Code §12940(a))
2. Retaliation (Gov. Code §12940(h))
3. Failure to Engage in the Interactive Process (Gov. Code §12940(n))
4. Failure to Provide Reasonable Accommodations (Gov. Code §12940(m))
5. Discriminatory Medical Examinations & Inquiries (Gov. Code §12940(f))
6. Interference with Rights under FEHA (Gov. Code §12940(i))
7. Failure to Prevent Discrimination and Harassment (Gov. Code §12940(k))
8. Misuse of Medical Information (Gov. Code §12940(g))
9. Harassment Based on Disability (Gov. Code §12940(j))
10. Whistleblower Retaliation (Labor Code §1102.5)
11. Violations of the Confidentiality of Medical Information Act (CMIA) (Civil Code §56.10)
12. Education Code Violations (Ed. Code §44978.1)
13. Negligent Supervision
14. Invasion of Privacy
15. Negligent Infliction of Emotional Distress (NIED)
16. Defamation & False Statements (Civil Code §§44-46)
17. Workplace Negligence & Negligent Investigation
18. Misuse of Public Funds (Cal.Const., Art. XVI, 6)
19. Breach of Fiduciary Duty

Plaintiff Sharlett Downing (“Plaintiff” or “Ms. Downing”), in pro per, hereby submits this Complaint for Damages against the Defendants and states as follows:

INTRODUCTION

This action arises from Defendants' prolonged and deliberate refusal to comply with California laws protecting employees with disabilities, their failure to follow their own Board policies, and their unlawful outsourcing of sensitive personnel matters to an unapproved third-party consultant, Shaw HR Consulting. The Plaintiff has faced years of discrimination, procedural violations, and bad-faith actions by the Sequoia Union High School District, all while experiencing a steady decline in health since she was denied a six-week medical leave of absence for therapy during the 2021-2022 school year.

The following **Board Policies** were violated by the District’s actions:

BP 4030 (Nondiscrimination in Employment)

Board Policy Quote: "The District shall not discriminate against an employee on the basis of actual or perceived disability and shall take steps to prevent discrimination and retaliation."

Applicable Law: Gov. Code §12940(a), §12940(h), §12940(k)

BP 4032 (Reasonable Accommodation)

Board Policy Quote: "No employee or job applicant who requests an accommodation for his/her physical or mental disability shall be subjected to

1 discrimination. The District shall engage in a timely, good-faith interactive
2 process
3 to identify and implement accommodations."
4 Applicable Law: Gov. Code §12940(m), §12940(n)

5 **BP 1312.1 (Complaints Concerning District Employees)**

6 Board Policy Quote: "The District shall handle employee complaints in a manner
7 that ensures fairness and due process. Complaints shall be investigated promptly
8 and impartially."
9 Applicable Law: Ed. Code §35146, 5 CCR §4600 et seq.

10 **BP 1312.3 (Uniform Complaint Procedures)**

11 Board Policy Quote: "Complaints related to discrimination shall be properly
12 investigated and addressed in a timely manner, ensuring compliance with
13 applicable federal and state laws."
14 Applicable Law: Gov. Code §12940(k)

15 **BP 4112.6 (Personnel Files)**

16 Board Policy Quote: "Employee medical records shall be kept confidential and
17 separate from personnel files. Access to such records shall be strictly limited to
18 authorized personnel."
19 Applicable Law: Gov. Code §12940(f), Civil Code §56.10 (CMIA)

20 **BP 3600 (Consultants)**

21 Board Policy Quote: "The engagement of consultants for employment-related
22 matters shall require Board approval and oversight. Consultants shall not have
23 decision-making authority over employee status or accommodations."
24 Applicable Law: Gov. Code §12940(n), §12940(i)

25 Violation: The District engaged Shaw HR Consulting without Board approval,
26 unlawfully delegating authority over the interactive process and Plaintiff's employment status.

27 Plaintiff Sharlett Downing served as a public high school counselor at Woodside
28 High School from August 15, 2006, until April 19, 2022, when Defendants wrongfully placed
her on the 39-month reemployment list under Education Code §44978.1—a maneuver
Defendants mischaracterized as termination to avoid their legal obligations.

1 Throughout her 15-year career, Plaintiff managed a caseload of approximately
2 400 students per year, providing comprehensive counseling services to students from 9th through
3 12th grade. Her work encompassed personal counseling, social-emotional support, academic
4 advising, crisis intervention, and college and career planning. Plaintiff worked closely with
5 students, families, teachers, and administrators, guiding students from their initial 4-year plan as
6 freshmen through their successful graduation and transition to college or career. Her
7 commitment extended well beyond contractual hours, frequently meeting with parents after work
8 and students after school, often staying late enough to be locked in the school parking lot.
9

10 Plaintiff's deep knowledge of the school community, her ongoing investment in
11 student success, and her consistent record of excellence established her as a trusted and
12 indispensable member of the Woodside High School faculty. However, years of excessive
13 workload, compounded by her unwavering dedication, began to take a toll on her health.
14

15 Plaintiff was first diagnosed in 2010 with Generalized Anxiety Disorder (GAD)
16 and Attention Deficit Hyperactivity Disorder (ADHD). She successfully managed symptoms
17 with psychopharmacology and counseling until 2016. In 2017, due to increased work-related
18 stress and worsening symptoms, she lawfully requested and received workplace
19 accommodations, which allowed her to continue effectively performing her job duties. During
20 the pandemic, Plaintiff was able to successfully work from home from March 2020 to June 2021.
21

22 That cooperative process abruptly ended during the 2021-2022 school year when
23 new administrators took over at Woodside High School and the District's Office. When Plaintiff
24 sought renewed accommodations upon her return to campus in August 2021, her requests were
25 ignored or dismissed outright. Rather than support a dedicated and accomplished employee,
26 Defendants retaliated, and eventually unlawfully outsourced the interactive process to Shaw HR
27 Consulting, and ultimately wrongfully placed Plaintiff on the 39-month reemployment list.
28

1 Since Plaintiff's placement on the 39-month reemployment list, the
2 Superintendent Crystal Leach has approved over \$3,000,000 on legal expenses through Lozano
3 Smith LLC, defending against two separate California Civil Rights Department (CCRD)
4 complaints and a Public Employment Relations Board (PERB) charge against the SUHSD Board
5 of Trustees. This spending is not just fiscally irresponsible but indicative of the District's intent
6 to obstruct justice rather than uphold its responsibilities under state and federal law. Furthermore
7 records indicate that specific budget allocations such as bonds intended for infrastructure and
8 special reserves have been used to finance the District's legal defense, including:
9

10
11 **General Fund (Fund 1):** Meant for salaries and operational expenses.

12
13 **Capital Facilities Fund (Fund 25):** Reserved for infrastructure and construction.

14
15 **Building Fund (Fund 21):** Intended for long-term modernization projects funded by
16 bond proceeds.

17
18 **Special Reserve Fund for Capital Outlay Projects (Fund 40):** Earmarked for capital
19 investments or emergencies.

20
21 This diversion of taxpayer and bond funds away from its intended purpose to
22 sustain **aggressive litigation tactics** against the Plaintiff represents an abuse of public resources.
23 The District has prioritized protecting itself over fulfilling its educational mission and legal
24 obligations.

25
26 Furthermore, it is deeply concerning that Todd Beal, Assistant Superintendent of
27 Human Resources, engaged a third-party vendor, Shaw HR Consulting, without a valid contract
28 at the time of service in the Spring 2022 semester, and as of today, Shaw HR Consulting still

1 does not have Board approval despite exceeding the \$35,000 threshold, which mandates Board
2 approval under public contracting laws. This raises significant concerns about the District's lack
3 of oversight, transparency, and legal compliance regarding vendor contracts.
4

5
6
7 Instead of ensuring compliance with anti-discrimination laws, the Superintendent
8 has engaged in systemic obstruction of employee rights—using taxpayer dollars not to protect
9 students, employees, or the community, but to cover for her own failures in leadership and
10 governance.
11

12 For 35 months, Defendants excluded Plaintiff from internal employment
13 opportunities, stripped her access to District communications, and actively blocked her return to
14 work despite medical clearance. Even after submitting her medical clearance to return to work
15 without accommodations during the Fall 2023 semester, Defendants continued to deny her right
16 to an Interactive Process Meeting, as written in Todd Beal's April 19, 2022 termination letter,
17 further evidencing their ongoing pattern of discrimination and retaliation. The Superintendent
18 and Board of Trustees ignored Plaintiff's documented appeals for investigation and corrective
19 action, turning
20
21 a blind eye to clear violations of FEHA, Education Code, and their own Board Policies.
22

23 As a result of Defendants' actions, Plaintiff suffered significant financial losses,
24 including loss of wages, retirement contributions, and professional advancement opportunities.
25 More critically, the denial of her accommodations and termination of her healthcare resulted in
26 severe health consequences.
27

28 Since being denied therapy and losing her healthcare coverage, Plaintiff's
Generalized Anxiety Disorder has worsened into Panic Disorder with Agoraphobia.

1 Additionally, as of May 13, 2024, Plaintiff was diagnosed with breast cancer, which has tripled
2 in size over the last year due to the prolonged stress of litigation and the lack of access to early
3 medical intervention.

4 This lawsuit is about more than one individual; it represents a broader failure of
5 public institutions to respect the legal and ethical rights of their employees. The violations
6 described here illustrate a deliberate effort to undermine disability accommodations, retaliate
7 against employees who exercise their rights, and circumvent transparency requirements for
8 public funds. Plaintiff seeks justice not only for herself but to set a precedent ensuring that other
9 educators, employees, and students are not subjected to similar unlawful treatment.
10
11

12 Personal Impact Statement:

13 Living with an Invisible Disability in Sequoia Union High School District

14
15 Many assume that disability is something you can see—a wheelchair, a cane, a
16 visible impairment. However, many disabilities are invisible, and the struggle to be understood,
17 accommodated, and treated fairly is an exhausting battle.
18

19 As a school counselor, the Plaintiff dedicated her career to helping students
20 navigate academic, emotional, and personal challenges. Yet, when she sought support, she was
21 treated as though her struggles were not real. She was denied a six-week medical leave for
22 therapy, not due to a lack of willingness to work, but because she needed accommodations to
23 continue effectively serving students.
24

25 Imagine a student with ADHD—bright, articulate, full of ideas, but struggling to
26 meet deadlines because their thoughts move faster than their ability to organize them. Or a
27 student with anxiety, who excels in class discussions but feels physically ill before a test. Or a
28

1 teacher with chronic migraines, who works tirelessly but needs flexibility to recover from
2 unpredictable flare-ups. These are not hypotheticals—these are the students, colleagues, and
3 employees within Sequoia Union High School District who, like the Plaintiff, are being pushed
4 out, ignored, and mistreated because their disabilities do not come with a visible marker.
5

6 The pandemic further highlighted these disparities. For many, home became a
7 place of safety—not just from COVID-19, but from the daily struggles of navigating a world that
8 does not accommodate them. Returning to campus was not just a mental challenge, but a
9 physiological one. Getting out the door became a battle. The fear, the exhaustion, the lack of
10 support—these are not excuses, they are real barriers that should have been acknowledged, not
11 dismissed.
12

13 The District’s failure to recognize and accommodate invisible disabilities is not
14 just a legal violation—it is a moral failure. It sends a clear message to students, parents, and
15 employees: If you have an invisible disability, you will be dismissed, gaslighted, and ultimately
16 discarded.
17

18 The Plaintiff is here to ensure that message is not the legacy of Sequoia Union
19 High School District.
20

21 **VENUE & JURISDICTION**

22 This Court has jurisdiction pursuant to California Government Code §12965(b),
23 which grants the right to bring civil actions for violations of the Fair Employment and Housing
24 Act (FEHA).
25
26
27
28

1 Venue is proper in San Mateo County because the violations and adverse
2 employment actions occurred within the jurisdiction of the Sequoia Union High School District
3 (SUHSD).

4 Plaintiff has exhausted all administrative remedies as required by California law.
5

6
7 **PARTIES**

- 8 • **Plaintiff:** Sharlett Downing, a former employee of SUHSD that is currently on the
9 District’s Ed Code 44978.1 39-month reemployment list, resides in San Francisco
10 County. **Defendant SUHSD:** A public entity responsible for compliance with FEHA,
11 CFRA, and California Education Code laws.
12
- 13 • **Defendant Todd Beal:** In his individual and official capacity as Assistant Superintendent
14 of Human Resources, oversaw and implemented wrongful actions against Plaintiff.
15
- 16 • **Defendant Crystal Leach:** In her individual and official capacity as Superintendent, for
17 dereliction of duty by ignoring her duty follow Board Policy.
18
- 19 • **Defendant SUHSD Board of Trustees:** In its official capacity, failed to uphold district
20 policies and ensure compliance with employment laws.
21
- 22 • **Defendant Shaw HR Consulting:** Third-party contractor that unlawfully obtained
23 Plaintiff’s confidential medical records and facilitated her termination.
24
- 25 • **DOES 1-10:** Additional unknown parties who contributed to or ratified the wrongful
26 conduct. Plaintiff will amend the complaint as their identities become known.
27

28 **STATEMENT OF FACTS**

I. Plaintiff’s Career and Performance Record

- 1 1. Plaintiff, Sharlett Downing, was hired as a high school counselor at Woodside High
2 School under the Sequoia Union High School District (SUHSD) on August 15, 2006.
- 3 2. Over her 15-year career, Plaintiff consistently received positive performance evaluations
4 and managed a caseload of approximately 400 students per year.
- 5 3. Plaintiff's role encompassed academic, social-emotional, and college/career counseling,
6 providing individualized support for students and their families.
- 7 4. Plaintiff frequently worked beyond her contractual hours, meeting with students and
8 parents in the evenings, assisting with college applications, and intervening in crises.
- 9 5. Plaintiff's dedication and expertise made her a respected faculty member, known for her
10 commitment to students' success.

11
12
13 **II. Plaintiff's Medical Condition and Initial Accommodation Requests (2010-**
14 **2020)**

- 15 6. In 2010, Plaintiff was first diagnosed with Generalized Anxiety Disorder (GAD) and
16 Attention Deficit Hyperactivity Disorder (ADHD).
- 17 7. From 2010 to 2016, she successfully managed her symptoms through
18 psychopharmacology and counseling.
- 19 8. In 2017, due to worsening symptoms from increased workload, Plaintiff formally
20 requested reasonable accommodations under the Fair Employment and Housing Act
21 (FEHA).
- 22 9. The District granted Plaintiff's accommodations, which included:
 - 23 ○ Assistive devices.
 - 24 ○ Flexibility in her work schedule to allow after school work hours for meeting with
25 students and families, paperwork completion, and mental health management.
 - 26 ○ Extended deadlines for documentation during peak workload periods.

1 10. From 2017 to 2020, these accommodations allowed Plaintiff to continue performing her
2 job duties without issue.
3

4
5
6 **III. Retaliation and Unlawful Denial of Accommodations (2021-2022)**

7 11. In Fall 2021 semester, SUHSD appointed new administrators to Woodside High School
8 and the District, including Superintendent and Interim Assistant Superintendent of
9 Human Resources, leading to an abrupt shift in the District's approach toward disability
10 accommodations.
11

12 12. Upon returning to campus in August 2021, Plaintiff submitted a request to renew her
13 accommodations, citing worsening symptoms due to the increased workload caused by
14 the COVID-19 pandemic.

15 13. Plaintiff made multiple requests for an accommodations meeting in August and
16 September 2021, but received no response.

17 14. Plaintiff's direct supervisor later informed her that Defendant Crystal Leach had directed
18 that "everything regarding Sharlett Downing goes through me," effectively blocking any
19 further accommodation discussions.
20

21 15. Instead of engaging in the legally required interactive process, Defendants:

- 22
- 23 • Ignored Plaintiff's requests.
 - 24 • Delayed any discussion of accommodations.
 - 25 • Ultimately denied accommodations without explanation.

26 16. At the start of the Spring 2022 semester, Plaintiff again emailed new Woodside
27 Instructional Vice Principal and new Principal began to request to meet to discuss
28 reasonable accommodations,

1 17. After not receiving a response for a week, Plaintiff emailed WHS IVP and Principal to
2 inform them that she would be filing a Disability Discrimination complaint with the
3 California Department of Civil Rights due to the effect of the delay on Plaintiff's health.

4 18. Plaintiff received a response that in January 2022, Defendant Todd Beal filled the vacant
5 position of Assistant Superintendent of Human Resources.

6 19. Plaintiff immediately emailed Todd Beal to request a meeting to discuss accommodations
7 but did not receive a response within 5 business days.

8 20. On January 20, 2022, Plaintiff informed the Superintendent, Assistant Superintendent of
9 HR, Woodside Instructional Vice Principal and Principal (all who were in their first six
10 months of their new positions), of Plaintiff's previous accommodations and informed them of
11 the precedent set by the District that Plaintiff would have three Interactive Process
12 meetings/check-ins a school year, at the start of the school year, at the start of the Spring
13 semester, and at the end of the school year with her to evaluate the effectiveness of the
14 accommodations, and her intent to file a complaint with CCRD, if a check-in, phone call,
15 meeting to discuss reasonable accommodations didn't take place.

16 21. On January 21, 2022, Todd Beal sent Plaintiff a letter with an inaccurate leave of absence
17 balance, and to inform Plaintiff that he had engaged the services of Shaw HR Consulting to
18 manage and facilitate the Plaintiff's accommodation meeting.

19 22. On February 7, 2022, Shaw HR Consulting contacted Plaintiff's doctor and demanded an
20 8-page medical questionnaire before scheduling an interactive process meeting.

21 23. Plaintiff never authorized the release of her confidential medical information to Shaw HR
22 Consulting.

23 24. Plaintiff's health continued to decline, but with encouragement and support from the
24 Woodside High School Counseling Department, Plaintiff was able to complete Spring

1 2022 registration for the 2022-2023 school year by meeting with all of her 9th through
2 11th grade students. During individual registration meetings with each student on her
3 caseload, Plaintiff shared her intent to return for the 2022-2023 school year.
4

5 25. On April 06, 2022 Plaintiff expressed concern to Todd Beal regarding the extreme delay
6 in her medical accommodations.

7 **IV. Wrongful Placement on the 39-Month Reemployment List (April 2022)**

8 26. On April 7, 2022, Defendant Todd Beal sent Plaintiff an official letter placing her on
9 involuntary administrative leave. The letter concluded with “Failure to comply with these
10 directives may result in disciplinary action.”
11

12 27. On April 19, 2022, SUHSD wrongfully placed Plaintiff on the 39-month reemployment
13 list under Education Code §44978.1, mischaracterizing this action as termination to avoid
14 legal obligations.

15 28. Plaintiff was not given an opportunity to contest the decision or review evidence of the
16 district’s claim that she exceeded all available leave options.
17

18 29. SUHSD failed to provide any written justification for its calculation that Plaintiff had
19 exhausted all available leave.

20 30. SUHSD’s action was retaliatory and designed to permanently remove Plaintiff from her
21 tenured position.
22

23 31. Despite submitting her medical clearance to return to work without accommodations in
24 Fall 2023, Plaintiff was denied an Interactive Process Meeting and internal listings of
25 available positions.
26

27 **V. Termination of Healthcare and Worsening Medical Condition**

28 32. As a result of her wrongful removal, Plaintiff lost employer-provided healthcare in May
2022.

1 33. Plaintiff was unable to receive therapy, prescribed medicine, and medical care due to the
2 termination of her health coverage.

3 34. Without necessary treatment, Plaintiff's Generalized Anxiety Disorder worsened into
4 Panic Disorder with Agoraphobia by April 2024 when she was evaluated by San
5 Francisco Department of Public Health.
6

7 35. On May 13, 2024, Plaintiff was diagnosed with Ductal Carcinoma In Situ (DCIS) breast
8 cancer, which had tripled in size over the past year due to stress of litigation and lack of
9 access to early intervention.
10

11 **VI. District's Continued Retaliation and Pattern of Discrimination**

12 36. Even after being placed on the reemployment list, Defendants continued to retaliate
13 against Plaintiff by:

- 14 • Blocking her access to internal job postings.
- 15 • Deactivating her District email, severing communication with colleagues and students.
- 16 • Refusing to respond to multiple legal inquiries.
17

18 37. SUHSD spent over \$3,000,000 in legal fees to defend against CCRD and PERB
19 complaints, rather than addressing its unlawful conduct.

20 38. Plaintiff submitted four separate medical notes requesting reasonable accommodations
21 during the Spring 2022 semester, all of which were denied.
22

23 39. Had Plaintiff's leave been approved, a substitute counselor would have been hired,
24 ensuring a proper transition for students during the last 6 weeks of the school year.

25 40. Instead, Plaintiff's caseload was forcibly distributed among other Woodside counselors,
26 increasing their workload and negatively impacting students.

27 41. Despite 15 years of service as a tenured employee, Defendants hired a permanent
28 replacement in May 2022, demonstrating that Plaintiff's removal was pretextual.

1 42. SUHSD’s ongoing failure to comply with state and federal disability laws demonstrates a
2 systemic pattern of discrimination.

3 43. Plaintiff filed this legal complaint on May 15, 2024.

4 44. Plaintiff began requesting that the District produce specific public records through the
5 California Public Records Act(CPRA) in September 2024.

6 45. In October 2024, Plaintiff obtained unsigned Shaw HR Consulting contracts for the 2021-
7 2022, 2022-2023 school years, and 2022 Invoice Summaries that documented Shaw HR
8 Consulting’s management of Plaintiff’s employment and medical files from January 27,
9 2022 to June 2022.

10 46. Plaintiff has also obtained a district Purchase Order to Shaw HR Consulting created April
11 13, 2022, signed by Todd Beal before the April 19, 2022 Interactive Accommodations
12 meeting where Plaintiff was told that she was too sick to work and placed on the Ed Code
13 44978.1 39 month reemployment list, despite her medical provider recommending and
14 clarifying otherwise.

15 47. In January 2025, Plaintiff completed the substitution of attorney process in the Superior
16 Court of San Mateo County to represent herself, Pro Se, in this matter, due having a
17 stronger desire for accountability versus settlement.

18 48. Since the start of this litigation in May 2024, Plaintiff has missed two scheduled surgeries
19 (September 16, 2024 & February 4, 2025) due to ongoing litigation and her desire to
20 receive due justice and equal rights.

21 **VII. District’s Acknowledgment of Wrongdoing**

22 49. On February 18, 2025, the District submitted its Position Statement in response to
23 Plaintiff’s Public Employee Relations Board (PERB) allegations.
24

1 50. The District's own legal counsel admitted that employees placed on the Ed Code
2 §44978.1 reemployment list are still considered employees, contradicting Defendant
3 Todd Beal's repeated assertions that Plaintiff was no longer an employee.

4
5 51. Despite Beal's prior claims that Plaintiff's employment was terminated, he personally
6 signed the District's Position Statement confirming that employees on the 39-month list
7 remain employed.

8 52. This contradictory and misleading behavior demonstrates the District's ongoing attempt
9 to conceal its unlawful actions.

10
11
12 **CONCLUSION**

13 53. Defendants engaged in a systematic campaign of discrimination, retaliation, and
14 obstruction to permanently remove Plaintiff from her position.

15 54. Defendants unlawfully denied accommodations, violated medical privacy laws, and
16 misrepresented Plaintiff's employment status.

17
18 55. Plaintiff suffered severe financial, emotional, and medical harm as a direct result of
19 Defendants' actions.

20 56. Plaintiff seeks full compensatory damages, punitive damages, and injunctive relief to
21 prevent further violations of state and federal employment laws.
22

23
24 **CAUSES OF ACTION**

25 **First Cause of Action:**

26 **Disability Discrimination (Gov. Code §12940(a))**
27
28

1 57. Defendants discriminated against Plaintiff by placing her on involuntary administrative
2 leave and ultimately removing her from her position under Education Code §44978.1,
3 despite her known disabilities and active accommodation requests.

4 **Second Cause of Action:**

5 **Retaliation (Gov. Code §12940(h))**

6
7 58. Defendants retaliated against Plaintiff after she requested accommodations and filed a
8 CCRD complaint. Plaintiff's email access was deactivated after she sought union
9 representation, constituting an adverse employment action in response to protected
10 activity.

11 **Third Cause of Action:**

12 **Failure to Engage in the Interactive Process (Gov. Code §12940(n))**

13
14 59. Defendants ignored multiple requests for accommodations and outsourced the process to
15 Shaw HR Consulting without approval, delaying and obstructing the interactive process.

16 **Fourth Cause of Action:**

17 **Failure to Provide Reasonable Accommodations (Gov. Code §12940(m))**

18
19 60. Defendants failed to provide Plaintiff reasonable accommodations, misrepresenting her
20 physician's recommendation for therapy as a determination that she was unfit to work.

21 **Fifth Cause of Action:**

22 **Discriminatory Medical Examinations & Inquiries (Gov. Code §12940(f))**

23
24 61. Defendants obtained Plaintiff's confidential medical records through Shaw HR
25 Consulting without consent, violating FEHA and CMIA (Civil Code §56.10).

26 **Sixth Cause of Action:**

27 **Interference with Rights under FEHA (Gov. Code §12940(i))**

1 62. Defendants prevented Plaintiff from asserting her legal rights by falsely claiming she had
2 exhausted all leave and denying her access to internal job postings.

3 **Seventh Cause of Action:**

4 **Failure to Prevent Discrimination and Harassment (Gov. Code §12940(k))**

5
6 63. Despite multiple complaints, the Superintendent and the Board failed to take corrective
7 action to prevent discrimination and harassment.

8 **Eighth Cause of Action:**

9 **Misuse of Medical Information (Gov. Code §12940(g))**

10
11 64. Defendants used unauthorized medical records from Shaw HR Consulting to justify
12 Plaintiff's removal, despite contradictory medical evidence supporting her ability to
13 work.

14 **Ninth Cause of Action:**

15 **Harassment Based on Disability (Gov. Code §12940(j))**

16
17 65. An interim HR official mocked Plaintiff's disabilities and refused to engage in an
18 interactive process, creating a hostile work environment.

19 **Tenth Cause of Action:**

20 **Whistleblower Retaliation (Labor Code §1102.5)**

21
22 66. Defendants retaliated against Plaintiff for reporting ADA and FEHA violations, including
23 denying her internal job opportunities and revoking email access.

24 **Eleventh Cause of Action:**

25 **Violations of the Confidentiality of Medical Information Act (CMIA) (Civil Code §56.10)**

26
27 67. Shaw HR Consulting unlawfully accessed and shared Plaintiff's confidential medical
28 records without consent, violating her privacy rights.

Twelfth Cause of Action:

1 **Education Code Violations (Ed. Code §44978.1)**

2 68. Defendants improperly placed Plaintiff on the 39-month reemployment list under false
3 pretenses, mischaracterizing her as unfit for duty despite medical clearance.

4 **Thirteenth Cause of Action:**

5 **Negligent Supervision**

6 69. Defendants failed to monitor and supervise HR personnel, allowing the unlawful
7 outsourcing of the interactive process to Shaw HR Consulting.

8 **Fourteenth Cause of Action:**

9 **Invasion of Privacy**

10 70. Defendants accessed and used Plaintiff’s private medical records without consent to
11 justify her termination.

12 **Fifteenth Cause of Action:**

13 **Negligent Infliction of Emotional Distress (NIED)**

14 71. Defendants’ unlawful actions caused Plaintiff severe emotional distress, including Panic
15 Disorder with Agoraphobia.

16 **Sixteenth Cause of Action:**

17 **Defamation & False Statements (Civil Code §§44-46)**

18 72. Defendants falsely claimed Plaintiff’s doctor determined she was “too sick to work,”
19 misrepresenting medical findings to justify termination.

20 **Seventeenth Cause of Action:**

21 **Workplace Negligence & Negligent Investigation**

22 73. Defendants failed to conduct a fair and objective investigation of Plaintiff’s
23 accommodation requests, relying on biased recommendations from Shaw HR Consulting.
24

25 **Eighteenth Cause of Action:**

1 **Misuse of Public Funds (Cal. Const., Art. XVI, Sec. 6)**

2 74. According to the District's Payment of Warrants, since 2022, Defendants spent over
3 \$3,000,000 in legal fees defending the District against Plaintiff's claims instead of
4 providing Plaintiff with due process and equal employment rights by complying with
5 disability laws.
6

7 **Nineteenth Cause of Action:**

8 **Breach of Fiduciary Duty**

9 75. Defendants failed to follow district policies and state laws, harming Plaintiff's career and
10 well-being.
11

12 **Twentieth Cause of Action:**

13 **Equitable Relief & Declaratory Judgment**

14 76. Plaintiff seeks a court declaration affirming violations of FEHA, CMIA, FMLA,
15 Education Code and injunctive relief to prevent further misconduct by Defendants.
16

17 **PRAYER FOR RELIEF**

18 Plaintiff seeks the following relief:

19 77. **Full compensatory damages**, equal to the Sequoia Union High School District's claim
20 limit through San Mateo County Schools Insurance Group, which covers:
21

- 22
- 23 1. Back pay, wages, bonuses, and benefits Plaintiff would have received if not for
24 the wrongful termination;
 - 25 2. Lost healthcare and lifetime healthcare benefits and medical expenses incurred
26 due to Defendants' unlawful actions;
 - 27
 - 28

- 1 3. Loss of retirement and future contributions, pension accruals, and other
- 2 employment benefits.
- 3 4. Front Pay in lieu of reinstatement.
- 4 5. Damages for emotional distress, pain and suffering, and lifetime therapy costs
- 5 due to the prolonged nature of discrimination that exacerbated Plaintiff's health
- 6 condition.
- 7

8 **78. Prejudgment and post-judgment interest** on all monetary awards at the maximum legal
9 rate, including interest on back pay, lost wages, and emotional distress damages.

10 **79. Punitive damages**, two times the amount of compensatory damages, due to Defendants'
11 willful and intentional misconduct, including retaliation, privacy violations, and
12 discrimination.

13 **80. Injunctive relief**, including:

- 14 1. A court order requiring SUHSD to implement policies ensuring compliance with
- 15 disability accommodation laws and Board Policy 1312. 1 & 1312.3
- 16 Uniform Complaint Process;
- 17 2. Mandated anti-discrimination and disability training for all district staff, including
- 18 specialized "Disability Sensitivity" training for current and future
- 19 Superintendents, Assistant Superintendents, Directors, Principals, Vice Principals,
- 20 and all other district leadership;
- 21 3. A directive preventing further outsourcing of disability-related decisions to
- 22 third parties, and reevaluation of the dual role of Assistant Superintendent of
- 23 Human Resources and Compliance Officer in the Sequoia Union High School
- 24 District;
- 25
- 26
- 27
- 28

- 1 4. Employee accountability through consequences based on established Board
- 2 Policy;
- 3 5. All staff Professional Development days designated for the review of Board
- 4 Policy.
- 5 6. A court order requiring execution of all proposed remedies in Public Employee
- 6 Relations Board (PERB) case SF-CE-3644-E.
- 7

8 **81. Alternative Professional Career development and educational scholarship, covering:**

- 9 1. Cost to Complete the California Law Office Study (LOS) Program;
- 10 2. Books, test preparation fees, and associated costs for Plaintiff's participation in
- 11 the **LOS Program**; Study in a Law Office or Judge's Chamber (ca.gov)
- 12 3. All necessary academic one-on-one tutoring and bar preparation expenses through
- 13 successful completion of the California Baby Bar following the first year of study
- 14 in a judge's chamber or law office through the successful completion of the
- 15 California State Bar Exam in the fourth year;
- 16 4. Funding to support required supervised legal study, materials, and administrative
- 17 fees throughout the program.
- 18
- 19

20 **82. Declaratory relief, affirming that:**

- 21 1. Defendants violated Plaintiff's rights under FEHA, PERB, EERA, ADA, Due
- 22 Process, CMIA, Equal Employment, Board Policies, Education Code, and the
- 23 California Constitution;
- 24 2. The District failed to engage in the interactive process and unlawfully obstructed
- 25 Plaintiff's employment rights.
- 26
- 27

28 **83. Attorneys' fees and litigation costs, including:**

1. Reimbursement of all legal expenses incurred as a result of this litigation;

2. Additional fees for enforcement of any judgment entered in Plaintiff's favor.

84. Any other relief deemed just and proper by the Court.

DATED: March 15, 2025

Respectfully Submitted,

SHARLETT DOWNING, Plaintiff, Pro Se

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: Pro Se NAME: Sharlett Downing FIRM NAME: STREET ADDRESS: 920 McAllister Street CITY: San Francisco STATE: CA ZIP CODE: 94115 TELEPHONE NO.: 415.225.0551 FAX NO. : E-MAIL ADDRESS: shardowning@gmail.com ATTORNEY FOR (name): In Pro Per	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Mateo STREET ADDRESS: 400 County Court MAILING ADDRESS: CITY AND ZIP CODE: Redwood City, CA 94062 BRANCH NAME: Southern	CASE NUMBER: 24-CIV-02971
PLAINTIFF/PETITIONER: Downning DEFENDANT/RESPONDENT: SUIHSD Sequoia Union High School District	JUDICIAL OFFICER:
PROOF OF ELECTRONIC SERVICE	DEPARTMENT:

1. I am at least 18 years old.
 - a. My residence or business address is (specify):
920 McAllister Street, SF, CA 94115
 - b. My electronic service address is (specify):
shardowning@gmail.com

2. I electronically served the following documents (exact titles):

Plaintiff's

**MOTION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT
FIRST AMENDED COMPLAINT**

The documents served are listed in an attachment. (Form POS-050(D)/EFS-050(D) may be used for this purpose.)

3. I electronically served the documents listed in 2 as follows:

- a. Name of person served: Desiri Schele
On behalf of (name or names of parties represented, if person served is an attorney):
Sequoia Union High School District, DOES 1-10
- b. Electronic service address of person served :
dschele@aghwlaw.com
- c. On (date): 03-15-2025

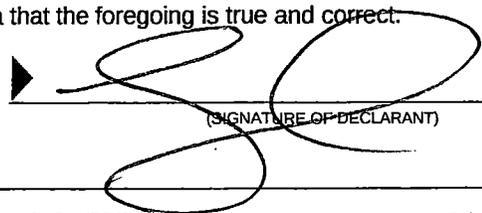
The documents listed in item 2 were served electronically on the persons and in the manner described in an attachment. (Form POS-050(P)/EFS-050(P) may be used for this purpose.)

Date: 03-15-2025

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Sharlett Downing

 (TYPE OR PRINT NAME OF DECLARANT)



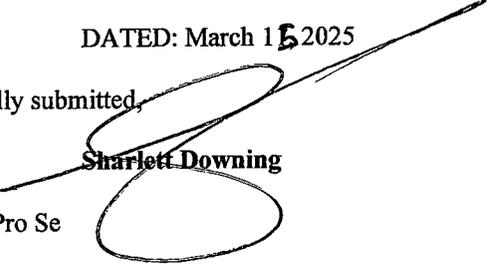
 (SIGNATURE OF DECLARANT)

1 **V. CONCLUSION**

2 For the foregoing reasons, Plaintiff respectfully requests that the Court grant leave to file the **First**
3 **Amended Complaint.**

4 DATED: March 15 2025

5 Respectfully submitted,

6 
Sharlett Downing

7 Plaintiff, Pro Se