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FILED
ALAMEDA COUNTY

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CLERK OF THE SUPERIOR COURT
By Sue Peaks Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA
UNLIMITED JURISDICTION

SIDNEY WILSON,

Plaintiff,

vs.

CITY OF OAKLAND, & OAKLAND
COUNCILMEMBER DESLEY BROOKS,
ESQ. In Her Individual Capacity and In Her
Official Capacity and DOES 1-50 inclusive,

Defendants.

Case No.: **RG18925545**

COMPLAINT FOR DAMAGES

"WHISTLEBLOWER"

1. WRONGFUL TERMINATION
2. LABOR CODE SECTION 1102.5 VIOLATIONS
3. ASSAULT
4. BATTERY
5. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
6. NEGLIGENCE
7. ATTORNEYS' FEES

JURY TRIAL DEMANDED

"Where is the money bag..."

INTRODUCTION

1. PLAINTIFF SIDNEY WILSON brings this COMPLAINT to vindicate his constitutional, statutory and common law rights.

2. PLAINTIFF SIDNEY WILSON (hereinafter "MR. WILSON") alleges that DEFENDANT COUNCILMEMBER DESLEY BROOKS (hereinafter "COUNCILMEMBER BROOKS") is a City Council member on the Oakland City Council, District 6, a position she

1 has held since 2002. In January 2011, DEFENDANT DESLEY BROOKS was also inaugurated
2 as the Vice Mayor of Oakland, California.

3 3. On October 7, 2017, DEFENDANT COUNCILMEMBER BROOKS assaulted,
4 struck, pushed, hit and verbally abused MR. WILSON, without provocation, excuse or
5 justification, while discussing City of Oakland business at a public clean-up in East Oakland.

6 4. The City of Oakland's Human Resources Department failed to protect or take
7 corrective or investigative actions against DEFENDANT COUNCILMEMBER BROOKS
8 regarding MR. WILSON's multiple reports of abuse to HR, specifically indicating he was
9 suffering abuse from DEFENDANT COUNCILMEMBER BROOKS.

10 5. DEFENDANT COUNCILMEMBER BROOKS engaged in conduct Mr.
11 WILSON believes to be illegal pertaining to DEFENDANT COUNCILMEMBER BROOKS'
12 operation of the Farmers' Market in East Oakland. He complained to DEFENDANT
13 COUNCILMEMBER BROOKS and to the City of Oakland Human Resources Department
14 ("HR") about DEFENDANT COUNCILMEMBER BROOKS' conduct, including her abusive
15 behavior toward him.

16 6. DEFENDANT COUNCILMEMBER BROOKS launched a campaign of
17 retaliation against MR. WILSON in response to his complaints directly to her and to HR,
18 including threatening him: "If you tell anyone what goes on in my office, you will regret it!"

19 7. DEFENDANT COUNCILMEMBER BROOKS' retaliation also included
20 violently pushing, shoving and assaulting and battering MR. WILSON, resulting in his
21 constructive termination.

22 8. Despite the City's knowledge of DEFENDANT COUNCILMEMBER
23 BROOKS' assaultive and corrupt behavior, the City abdicated its legal responsibility to protect
24 MR. WILSON as an employee, permitting DEFENDANT COUNCILMEMBER BROOKS to
25 create a hostile work environment for him, causing him economic and non-economic damages,
26 including humiliation, embarrassment, shame, mental and emotional distress and pain.

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1 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

2 17. On April 6, 2018, MR. WILSON filed a Claim against the City of Oakland
3 pursuant to California Government Code Section 900, et seq.

4 18. On May 18, 2018, 2018, DEFENDANT CITY OF OAKLAND rejected MR.
5 WILSON'S Claim.

6 **STATEMENT OF FACTS**

7 19. On October 12, 2017, DEFENDANT COUNCILMEMBER BROOKS
8 constructively terminated MR. WILSON'S employment due to her pattern of inappropriate
9 actions as his supervisor, DEFENDANT COUNCILMEMBER BROOKS' refusal to fairly
10 compensate him and in compliance with law, and due to lack of relief by Oakland HR in failing
11 and refusing to employ any efforts seeking and finding reasonable solutions to his complaints
12 against Councilmember Brooks.

13 20. DEFENDANT COUNCILMEMBER BROOKS' abusive behavior and conduct
14 forced MR. WILSON'S termination and discharge, constructively compelling his resignation
15 letter filed with HR on October 12, 2017.

16 21. MR. WILSON began working for DEFENDANT COUNCILMEMBER
17 BROOKS in July 2016 as the Councilmember's Aide, immediately after finishing law school in
18 May 2016. MR. WILSON agreed to work for DEFENDANT COUNCILMEMBER BROOKS,
19 accepting her promises that she would train him in city legislative matter to help him with his
20 legal career goals in legislative law matters. He worked for DEFENDANT
21 COUNCILMEMBER BROOKS with the title of "Legislative Aide", but in fact he was a
22 controlled and abused servant: "A go fetch-it boy". Leaving his job was painful because he has
23 a family, with two small children, and because he enjoyed working for the City and on behalf of
24 the citizens of Oakland. MR. WILSON has never engaged in any misconduct and has no record
25 of discipline or any misconduct or any written negative evaluation regarding his work
26 performance. He was an admired employee by his co-workers and colleagues.

27 22. MR. WILSON's constructive discharge occurred because MR. WILSON's direct
28 supervisor, COUNCILMEMBER BROOKS, maintained a toxic work environment that no

1 reasonable person would or could tolerate, suffer and endure. Despite MR. WILSON's
2 complaint to HR, HR failed and refused to attempt any discipline of DEFENDANT
3 COUNCILMEMBER BROOKS, failed to transfer MR. WILSON a different department or job
4 entirely and failed to protect MR. WILSON from DEFENDANT COUNCILMEMBER
5 BROOKS' pattern, practice and proclivity toward toxic hostility, violence, and verbally abusive
6 conduct in the work place, directed toward MR. WILSON.

7 23. MR. WILSON started working for City of Oakland DEFENDANT
8 COUNCILMEMBER BROOKS in July 2016 as a Councilmember Aide. No duties were
9 discussed or agreed upon. MR. WILSON and DEFENDANT COUNCILMEMBER BROOKS
10 agreed to general working hours to be from 10am to 6pm, Monday through Friday. MR.
11 WILSON and DEFENDANT COUNCILMEMBER BROOKS agreed to a salary of \$60,000 per
12 year for MR. WILSON. MR. WILSON carried out each and every condition, promise, and term
13 of the employment agreement.

14 24. DEFENDANT COUNCILMEMBER BROOKS compelled MR. WILSON to
15 manage the East Oakland MILLSMONT Farmers' Market illegally. East Oakland
16 MILLSMONT Farmers' Market was created by Oakland City Council Resolution Number
17 86652 providing, in pertinent part, the following: "**OCCUR shall be solely responsible for the
18 proper coordination with all businesses and private vendors participating in the farmers'
19 market and for the proper coordination with all City forces....**" [Emphasis added]

20 25. Immediately after DEFENDANT COUNCILMEMBER BROOKS assigned
21 MR. WILSON to manage the Farmers' Market, MR. WILSON raised concerns about the
22 legality of him managing the Farmers Market instead of OCCUR; and he also questioned that
23 he should be the one to collect cash money from the vendors, rather than the director of the non-
24 profit. DEFENDANT COUNCILMEMBER BROOKS refused to address MR. WILSON'S
25 concerns and directed him forcefully to sign the farmers' contracts, collect all money and
26 operate the farmers' market. MR. WILSON again expressed his reservations, concerns and
27 discomfort about the propriety of using the proceeds for various expenses for DEFENDANT
28 COUNCILMEMBER BROOKS, without proper reporting of receipts of income and

1 expenditures. Again, MR. WILSON'S concerns went unheeded; DEFENDANT
2 COUNCILMEMBER BROOKS noted his concerns but disregarded them.

3 26. DEFENDANT COUNCILMEMBER BROOKS sponsored the resolution to
4 create the MILLSMONT FARMERS' MARKET while MR. WILSON was employed as her
5 Legislative Aide. MR. WILSON had read the resolution, and was aware at all times,
6 understood, and explained to DEFENDANT COUNCILMEMBER BROOKS that only the non-
7 profit, OCCUR was legally responsible for managing and collecting funds for the Farmers'
8 Market. MR. WILSON repeatedly raised his concern to DEFENDANT COUNCILMEMBER
9 BROOKS, citing the resolution. DEFENDANT COUNCILMEMBER BROOKS ignored his
10 complaints and concerns and continued directing his participating in illegal action by managing
11 the farmers' market, collecting money without proper documentation, and delivering the cash
12 directly DEFENDANT COUNCILMEMBER BROOKS or to her sister' boyfriend.

13 27. MR. WILSON suggested on several occasions to DEFENDANT
14 COUNCILMEMBER BROOKS that the farmers' market money should be placed in a bank
15 account maintained by the non-profit, OCCUR, in compliance with the resolution. Again,
16 DEFENDANT COUNCILMEMBER BROOKS refused to cause such an account to be
17 established. No one from OCCUR was involved in the management of the farmers' market, nor
18 involved in the collecting, handling, depositing or accounting for the proceeds from the farmers'
19 market. This was a continuing, burning concern for MR. WILSON.

20
21 **PATTERN OF ABUSIVE CONDUCT**

22 28. On October 14th, 2016, DEFENDANT COUNCILMEMBER BROOKS assigned
23 MR. WILSON to monitor an event involving an Oakland school children's field trip to tour City
24 Hall. It was raining that day, causing the tour to run late. Despite MR. WILSON'S frequent
25 communication with her, informing her that the students were running late but had begun to
26 stagger in slowly, when she did arrive at City Hall she aggressively motioned to MR. WILSON
27 to approach her, and when he attempted to update her on the delays, she cut him off,
28

1 aggressively spitting: *"Whoa! Whoa! Whoa! Be quiet! Who signs your check? I'm your boss*
2 *and you don't forget it. Now where is the rest of my damn tour."* "They are on their way,"
3 MR. WILSON replied. *"Well you sit outside (in rain, in suit) and wait on them".*

4
5 29. On March 7th, 2017, DEFENDANT COUNCILMEMBER BROOKS yelled at
6 MR. WILSON, after interrupting his work in his office, and dispatched him to "Go get me some
7 food!" She regularly sent him to carry out personal errands, including fetching food, either Thai
8 or Indian, without specifying which one she wanted. On this occasion, MR. WILSON returned
9 with Thai food instead of Indian food. DEFENDANT COUNCILMEMBER BROOKS
10 exploded: *"You got the wrong damn thing!" "I don't know if this is how you were raised or*
11 *what, but I'm tired of you emoting and if you do it again I will fire you."*
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14 30. In May 2017, DEFENDANT COUNCILMEMBER BROOKS initiated the
15 operation of the East Oakland Farmer's Market, appointing MR. WILSON to manage it.
16 DEFENDANT COUNCILMEMBER BROOKS' abusive conduct became increasingly vicious
17 shortly after MR. WILSON raised questions regarding whether he and her office should operate
18 the Farmer's Market, since the resolution expressly stated that "OCCUR", the non-profit,
19 "shall" operate the farmers' market. DEFENDANT COUNCILMEMBER BROOKS now
20 embarked on a scathing, derisive campaign of retaliation against MR. WILSON, lashing him
21 with her venomous tongue in front of his fiancée, his two-year-old son, customers, vendors and
22 the public.
23

24
25 31. On June 3rd, 2017, during the Farmers' Market, DEFENDANT
26 COUNCILMEMBER BROOKS called MR. WILSON to the front of the market and started
27 yelling at him loudly and to the point that other people were overhearing the verbal abuse. She
28 continued to berate him so severely in front of vendors and members of the California Farmers'

1 Markets Association ("CFMA") that two European-American female members of the CFMA
2 confronted DEFENDANT COUNCILMEMBER BROOKS, asking why she was treating MR.
3 WILSON in such an abusive manner and with such disrespect. She disregarded them and
4 screamed at him: *"You don't damn email me questions like that. I'm so God damn sick of*
5 *your bullshit!"*
6

7 32. On June 5th, 2017, MR. WILSON went to City of Oakland HR and complained
8 about DEFENDANT COUNCILMEMBER BROOKS' vicious verbal abuse and toxic work
9 conditions, to no relief. He questioned HR Kip Walsh, Defendant City's HR representative,
10 whether he should be operating the farmers market. HR Kip Walsh stated to MR. WILSON that
11 his options were to get fired and seek other employment, or to transfer. MR. WILSON also
12 complained to DEFENDANT COUNCILMEMBER BROOKS and to HR that she was
13 requiring him work six (6) days a week instead of the agreed-to five days, against his wishes
14 and without any additional compensation, while also maintaining his already existing workload.
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17 33. After MR. WILSON voiced these and other complaints about the farmers market
18 to HR, DEFENDANT COUNCILMEMBER BROOKS unleashed a renewed campaign of
19 harassment and abuse against him.
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21 34. On or about June/July 2017, also during a farmers' market, DEFENDANT
22 COUNCILMEMBER BROOKS, without provocation or warning, begin screaming and yelling
23 at MR. WILSON in the presence of customers, vendors, and others: *"You need to do a better*
24 *job managing the market. This trash is unacceptable. Get your head out of your ass and go*
25 *pick this stuff...trash up off the street."* The trash was public garbage, totally unrelated to the
26 Farmers Market.
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1 35. On July 28, 2017 at 6:00 PM DEFENDANT COUNCILMEMBER BROOKS'
2 sister DARLENE BROOKS sent a text message to MR. WILSON reading: *"Hey Sidney my*
3 *boyfriend will pick up the [Farmers' Market] money and the basket cards tomorrow."*
4 *Thanks"* MR. WILSON reply: *"Got it"* MR. WILSON did as he was instructed. (See Exhibit
5 A.)
6

7 36. DEFENDANT COUNCILMEMBER BROOKS' directions to deliver the
8 farmers' market money to DEFENDANT COUNCILMEMBER BROOKS' sister's "boyfriend"
9 raised further alarms for MR. WILSON because of his knowledge of the well published
10 allegation that DEFENDANT COUNCILMEMBER BROOKS was paying tax payers money in
11 the amount of approximately \$5,000.00 per month to her boyfriend's daughter while the
12 daughter was a full time student at Syracuse University and was performing no work for the
13 City.
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16 37. On August 26, 2017 at 2:19 PM, DEFENDANT COUNCILMEMBER
17 BROOKS sent another text message to MR. WILSON reading: *"Where is the money bag?*
18 *Make sure you drop at my house no later than 3:30 today."* MR. WILSON response: *"Just*
19 *wrapping up"* *"What's your address one more time?"* DEFENDANT COUNCILMEMBER
20 BROOKS' reply: *"7988 Sunkist Dr."* MR. WILSON did as he was directed. (See Exhibit B)
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22 38. On October 5th, 2017, MR. WILSON had called COUNCILMEMBER BROOKS
23 for information on supplies that were needed for a project, but she screamed at him and hung
24 up. Too scared to call her again, he called her sister, both for information and to let her know
25 what had happened. On October 6th, 2017, DEFENDANT COUNCILMEMBER BROOKS
26 called MR. WILSON'S cell phone: *"Did you just call my sister?"* "Yes ma'am", MR.
27 WILSON replied. DEFENDANT COUNCILMEMBER BROOKS launched into a violently
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1 screaming tirade: *"I'm so sick of this shit. If you tell ANYONE what goes on in this office,*
2 *you will regret it. Anyone! If you tell anyone what goes on in this office, you will regret it!"*

3 She hung up immediately after the threat.

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5 39. On October 7th, 2017, the morning following the threat, MR. WILSON showed
6 up on time for the clean-up at the farmers' market. As soon as DEFENDANT
7 COUNCILMEMBER BROOKS first approached MR. WILSON, she barked at him: *"If you*
8 *don't move the most stuff and clean the most you're fired on the spot."* MR. WILSON politely
9 responded, "May I say two things?" Like a rocket, DEFENDANT COUNCILMEMBER
10 BROOKS yelled: *"I don't want to hear shit from you. You work for me! Who signs your*
11 *checks? Who? You seem to forget that!"* Later that day she also said: *"I don't have time for*
12 *your stupidity today. Another word and you'll be fired!"*

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15 40. On this same day, October 7, 2017, during "The Bancroft Clean-up and
16 Beautification Project", taking place at Havenscourt and 82nd Street in East Oakland.
17 DEFENDANT COUNCILMEMBER BROOKS walked to the food-serving table where MR.
18 WILSON was dishing out food and violently shoved him, forcefully pushing MR. WILSON'S
19 elbow, while yelling; *"Get out of the way!"*

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21 41. On October 11th 2017, DEFENDANT COUNCILMEMBER BROOKS required
22 MR. WILSON to work past 9:30 p.m. Once again she used offensive language. When MR.
23 WILSON objected, DEFENDANT COUNCILMEMBER BROOKS scornfully texted: *"You*
24 *are Being disobedient"*.

25
26 42. On October 12th, 2017, MR. WILSON went back to the Director of HR,
27 explaining that DEFENDANT COUNCILMEMBER BROOKS had assaulted him, violently
28

1 pushing his arm at a City-sponsored event in her District in East Oakland while serving food.
2 HR again offered no remedy to this mounting, intolerable and debilitating verbal and physical
3 abuse.

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5 43. On October 12th, 2017, in desperation, and suffering escalating fear for his safety
6 and mental health, as well as the potential legal exposure of operating the farmers' market
7 illegally, which could compromise his application to the California State Bar, MR. WILSON
8 tendered his resignation letter. His resignation was accepted by HR and his Supervisor,
9 DEFENDANT COUNCILMEMBER BROOKS, on the same day.

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11 **PATTERN AND PRACTICE OF ASSAULTIVE AND CORRUPT CONDUCT**

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13 44. DEFENDANT COUNCILMEMBER BROOKS' alleged and admitted corrupt
14 behavior of using tax-payers' money to pay a salary of \$5,000 per month to her boyfriend's
15 daughter, Christen Tucker, further heightened MR. WILSON'S fears that she was making him
16 engage in illegal conduct, jeopardizing his future legal career, and further compelling his
17 resignation. These facts were well publicized in the media and in the case of *Brown v. Desley*
18 *Brooks, et. al.* During the deposition of DEFENDANT COUNCILMEMBER BROOKS in the
19 Brown case, taken on February 2, 2017, DEFENDANT COUNCILMEMBER BROOKS freely
20 admitted under Oath to this corrupt use of tax-payers' funds:
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22
23 17 Okay. And it continues to read: "In August
24 18 2005, the Chronicle began reporting that the district
25 19 attorney had launched an investigation into allegations
26 20 [Time:11:12] that Brooks had employed Christen Tucker, the daughter
27 21 of Brooks' boyfriend, as a full-time aide in" -- "at a
28 22 salary of \$5,000 a month while Tucker was simultaneously
23 enrolled as a full-time student at Syracuse University
24 in upstate New York."
25 [11:13] You saw where I read, ma'am?
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1 [11:13] A. I'm sorry. Say -
2 Q. You saw where I just read?
3 A. Yes.
4 Q. Okay. You know Christen Tucker?
5 [11:13] A. Yes.
6 Q. Did you employ Ms. Tucker?
7 A. Yes.
8 Q. Okay. And was Ms. -- who was your boyfriend
9 at the time? What's his name?
10 [11:13] A. Franklin.
11 Q. I'm sorry?
12 A. Frank Tucker.
13 Q. Frank Tucker.
14 And did you hire Ms. Tucker at the time when
15 [11:13] Ms. Tucker was a full-time student in Syracuse
16 University in upstate New York?
17 A. Yes.
18 Q. And did you pay her \$5,000 a month?
19 A. I believe so.
20 [11:13] Q. Okay. And, again, Mr. Frank Tucker was your
21 boyfriend at that time?
22 A. Yes. (Defendant Brooks' Depo *Brown v. Brooks, Et Al*: 46:17-25,
23 47:1-22)

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25 45. DEFENDANT COUNCILMEMBER BROOKS' proclivity for dishonesty, as
26 admitted in her deposition during the *Brown*, Supra, matter, weighed heavily in MR.
27 WILSON'S decision to resign his position with DEFENDANT COUNCILMEMBER
28 BROOKS. DEFENDANT COUNCILMEMBER BROOKS' violent behavior of assaulting MR.
WILSON tipped the scales in his decision to quit, as he found himself unable to cope with the
accumulating, mounting offensive conduct by DEFENDANT COUNCILMEMBER BROOKS
directed toward him. Further, MR. WILSON was aware of her fines by the state of California
election regulator for providing false information regarding her campaign financing and feared
his own legal exposure for the illegal conduct of managing the farmers market, without any
oversight and input from the City of Oakland or OCCUR, as was mandated by the enabling
legislature of the Resolution.

1 46. DEFENDANT COUNCILMEMBER BROOKS admitted to being fined for
2 submitted false information to the election official regarding her campaign financing while her
3 sister, Darlene Brooks, was her finance campaign director. DEFENDANT
4 COUNCILMEMBER BROOKS' directions and order to MR. WILSON to deliver money from
5 the farmers' market directly to her sister's boyfriend and directly to her, created in MR.
6 WILSON'S view legal exposure to himself, and he felt that he had to resign his position in
7 order to save himself from being drawn into a morass of illegality. The following is
8 DEFENDANT COUNCILMEMBER BROOKS admission under Oath to being fined for false
9 campaign financing reporting to the California State Campaign Financing Regulators:
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12 10 Okay. Now, as an elected official, you have
13 11 to comply with certain state reporting laws. You have
14 12 to tell the truth when you file your reporting campaign
15 13 contributions to the state; is that correct?

16 14 A. Yes.

17 15 [11:53] Q. And if you don't tell the truth, you get fined
18 16 for that; isn't that true?

19 17 A. You may.

20 18 Q. Okay. Have you ever been fined because you
21 19 didn't report accurate campaign financing?

22 20 [11:53] A. Accurate information?

23 21 Q. Yes.

24 22 A. Yes. (Defendant Brooks' Depo *Brown v. Brooks, Et Al*: 67:10-22)

25 DEFENDANT CITY RATIFICATION, ADOPTION AND AUTHORIZATION

26 47. DEFENDANT CITY OF OAKLAND knew, or should have known, that
27 DEFENDANT BROOKS has a propensity and proclivity for assaultive behavior toward people
28 with whom she has political disagreements. She has struck, hit, pushed, assaulted, and battered
several people before this latest ongoing attack and assault on MR. WILSON. At all times
during her representation as a Councilmember, the DEFENDANT CITY has witnessed her rage

1 and assaultive behavior and has failed to take remedial action to protect citizens by effectively
2 disciplining and sanctioning DEFENDANT COUNCILMEMBER BROOKS.

3 48. At all relevant times, the DEFENDANT CITY has known that Oakland City
4 Council member DESLEY BROOKS "...is a runaway train that needs to be derailed before she
5 does irreparable harm". Anyone and everyone has been in danger of running afoul of
6 DEFENDANT COUNCILMEMBER BROOKS, whose public demeanor can be described in
7 two ways: angry and angrier. Councilwoman Lynette Gibson McElhaney is a polite, cultured
8 person, yet during a recent council meeting, BROOKS called her a "hanky-head."
9 DEFENDANT COUNCILMEMBER BROOKS is a monster created by the city's lack of
10 administrative controls, poor ethical standards, and absurd, race-based political environment
11 that lets her survive. "Given her history and the city's unwillingness or inability to hold her
12 accountable, it will take more than a misdemeanor assault charge or a conviction — to slow that
13 train down." This quote was the astute assessment of a Bay Area journalist.

14 49. It is well established that when an employer ratifies the tortious conduct of an
15 employee, he or she becomes "liable for the employee's wrongful conduct as a joint participant."
16 *Fretland v. County of Humboldt* (1999) 69 Cal. App. 4th 1478, 1489-1490. An employer who
17 fails to discipline an employee after being informed of that employee's improper conduct can be
18 deemed to have ratified that conduct. *Hart v. National Mortgage & Land Co.* (1987) 189 Cal.
19 App. 3d 1420, 1430; *Iverson v. Atlas Pacific Engineering* (1983) 143 Cal. App. 3d 219, 228.
20 According to the court in *Iverson*, if an employer is informed that an employee has committed
21 an intentional tort and nevertheless declines to "censure, criticize, suspend or discharge" that
22 employee, a claim can be made for ratification. *Id.*

1 50. "Ratification is the voluntary election by a person to adopt in some manner as his
2 own an act which was purportedly done on his behalf by another person, the effect of which, as
3 to some or all persons, is to treat the act as if originally authorized by him. A purported agent's
4 act may be adopted expressly or it may be adopted by implication based on conduct of the
5 purported principal from which an intention to consent to or adopt the act may be fairly
6 inferred, including conduct which is 'inconsistent with any reasonable intention on his part,
7 other than that he intended approving and adopting it.' *Fretland*, supra 69 Cal. App. 4th 1491
8

9 51. At all relevant times alleged herein, DEFENDANT CITY OF OAKLAND had
10 actual and constructive knowledge of DEFENDANT COUNCILMEMBER BROOKS' violent,
11 assaultive and abusive behavior. City of Oakland has endorsed, ratified, and encouraged
12 DEFENDANT COUNCILMEMBER BROOKS' "out of control" violent behavior.
13 DEFENDANT CITY OF OAKLAND failed to take any corrective action to protect the public
14 from DEFENDANT COUNCILMEMBER BROOKS.
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16 52. In and about 2005-2006, DEFENDANT COUNCILMEMBER BROOKS
17 assaulted a City of Oakland staff person in a closed-door City Council meeting and in the
18 presence of several City Council members, managers, and agents. In that incident,
19 DEFENDANT COUNCILMEMBER BROOKS struck, pushed, and hit the City of Oakland
20 staff person with two fists in the chest, substantially similar to the violent and unprovoked
21 attack on MR. WILSON. On information and belief, DEFENDANT COUNCILMEMBER
22 BROOKS has continually engaged in assaultive and violent attacks on others with full and
23 complete knowledge by the managing agents of the City of Oakland.
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1 53. On October 30, 2015, DEFENDANT BROOKS assaulted, struck, pushed, hit
2 and falsely imprisoned MS. ELAINE BROWN, without provocation, excuse or justification,
3 while discussing City of Oakland business regarding affordable housing.

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5 54. At all relevant times herein alleged, DEFENDANT COUNCILMEMBER
6 BROOKS was conducting business for the City of Oakland and engaged in the discussion and
7 implementation of City of Oakland's policies, managing procedures, and acting in the course
8 and scope as a representative of the City of Oakland.

9
10 **DAMAGES**

11 55. DEFENDANTS, and each of them, have caused MR. WILSON economic and
12 non-economic damages, including, but not limited to, pain, anxiety, mental and emotional
13 distress, loss of enjoyment of life, shame, humiliation, fear, damage to career, discomfort and
14 suffering and loss of future and past earnings.

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16 56. MR. WILSON has sustained substantial out of pocket losses, including, but not
17 limited to, expenditures for in-home health and home care, transportation costs, lost income,
18 lost opportunities, medical, and hospital expenses, as well as other economic damages.

19
20 **FIRST CAUSE OF ACTION**
21 **(Lab. Code, § 1102.5)**
22 **WHISTLEBLOWER PROTECTION**
23 **(Against All Defendants)**

24 57. MR. WILSON incorporates by reference herein the preceding paragraphs of the
25 complaint as though set forth here in full.

26 58. DEFENDANTS City of Oakland and COUNCILMEMBER BROOKS were MR.
27 WILSON's employers; DEFENDANT COUNCILMEMBER BROOKS believed that MR.
28 WILSON had disclosed or might disclose to the City Council or to a government agency or law

1 enforcement agency or a person with authority over MR. WILSON or an employee with
2 authority to investigate, discover, or correct legal violations or noncompliance with City
3 Resolutions by DEFENDANT COUNCILMEMBER BROOKS, including her willfully not
4 complying with the clear mandate of City Resolution #86652, providing:

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6 **"17. OCCUR shall be solely responsible for the proper coordination with all**
7 **businesses and private vendors participating in the farmers' market and for**
8 **the proper coordination with all City forces, public utilities, contractors,**
9 **and workmen operating in the public park or adjoining public right-of-way**
10 **during the duration of the encroachment and for the safety of itself and any**
11 **of its personnel"**

12 59. Specifically, DEFENDANT COUNCILMEMBER BROOKS was out of
13 compliance with the City Resolution #86652 providing that OCCUR shall be solely responsible
14 for the proper coordination with all businesses and private vendors participating in the Farmer's
15 Market. DEFENDANT COUNCILMEMBER BROOKS insisted, demanded and coerced MR.
16 WILSON into collecting money from the vendors and turning the collected funds over to her,
17 with no proper accounting to OCCUR. There were no receipts; no documentation of which
18 vendors paid what amount; no bookkeeping of funds used for costs and expenses for the
19 Farmers' Market; and no proper accounting whatsoever. DEFENDANT COUNCILMEMBER
20 BROOKS' threat to MR. WILSON that "if you tell anyone, you will regret it" led MR.
21 WILSON to conclude that DEFENDANT COUNCILMEMBER BROOKS' threat was aimed at
22 MR. WILSON's repeated objection to DEFENDANT COUNCILMEMBER BROOKS ignoring
23 the City Resolution that OCCUR, the nonprofit, take responsibility of the business affairs of the
24 Farmers' Market, including the accounting of funds collected and expensed.

25
26 60. DEFENDANT COUNCILMEMBER BROOKS' threat to MR. WILSON
27 telegraphed her fear that he was going to provide information to or testify before the Oakland
28

1 City Council, and that the City Council would begin conducting an investigation, hearing, or
2 inquiry into her conduct.

3 61. MR. WILSON refused to engage in collecting money from the vendors and
4 turning the collected funds over to DEFENDANT COUNCILMEMBER BROOKS, with no
5 proper accounting to OCCUR, without bringing his objections and concerns to DEFENDANT
6 COUNCILMEMBER BROOKS. DEFENDANT COUNCILMEMBER BROOKS ignored MR.
7 WILSON's objections and concerns and ordered him to continue collecting the funds from the
8 vendors. MR. WILSON had reasonable cause to believe that DEFENDANT
9 COUNCILMEMBER BROOKS was out of compliance with the City Resolution #86652, and
10 that her conduct of collecting the funds without accounting was a violation of a City Resolution
11 #86652. Further, MR. WILSON had reasonable cause to believe that if the City Council knew
12 or learned that DEFENDANT COUNCILMEMBER BROOKS was out of compliance with the
13 City Resolution #86652, the City Council would conduct an investigation.
14
15
16

17 62. MR. WILSON feared for his own legal exposure for any participation in
18 collecting the funds without accounting, but every attempt on his part to discuss with
19 DEFENDANT COUNCILMEMBER BROOKS the lack of compliance with a violation of a
20 City Resolution #86652 resulted in a barrage of toxic hostility, including cursing, criticisms and
21 personal attacks on MR. WILSON. DEFENDANT COUNCILMEMBER BROOKS engineered
22 the constructive discharge of MR. WILSON and took other adverse employment action against
23 MR. WILSON in efforts to silence him and frighten him into remaining mute regarding the
24 violations of City Resolution #86652. MR. WILSON's audacity of raising his concerns about
25 the violations of City Resolution #86652 with DEFENDANT COUNCILMEMBER BROOKS
26 was a contributing factor in DEFENDANT COUNCILMEMBER BROOKS's Constructive
27
28

1 Discharge and other adverse employment actions against MR. WILSON. DEFENDANT
2 BROOKS's conduct was a substantial factor in causing MR. WILSON's injuries, damages and
3 harms.

4
5 Wherefore, MR. WILSON prays for judgment as more fully set forth below.

6
7 **SECOND CAUSE OF ACTION**
8 **WRONGFUL CONSTRUCTIVE TERMINATION**
9 **(Against All Defendants)**

10 63. MR. WILSON incorporates by reference herein the preceding paragraphs of the
11 complaint as though set forth here in full.

12 **(1)Physical and Mental Abuse**

13 64. MR. WILSON suffered more than enough abuse to justify Constructive
14 Discharge. Constructive discharge occurs when the employer's conduct effectively forces an
15 employee to resign. Although the employee may say, "I quit," the employment relationship is
16 actually severed involuntarily by the employer's acts, against the employee's will. As a result, a
17 constructive discharge is legally regarded as a firing rather than a resignation." (*Zilmer v.*
18 *Carnation Co.* (1989) 215 Cal.App.3d 29, 38-39).

19
20 65. In order to amount to a constructive discharge, adverse working conditions must
21 be unusually 'aggravated' or amount to a 'continuous pattern' before the situation will be
22 deemed intolerable. In general, '[s]ingle, trivial, or isolated acts of [misconduct] are
23 insufficient' to support a constructive discharge claim." (*Turner v. Anheuser-Busch, Inc.* 7
24 Cal.4th at p. 1247).

25
26 66. An employer, or any person acting on behalf of the employer, shall not make,
27 adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing
28

1 information to a government or law enforcement agency, to a person with authority over the
2 employee, or to another employee who has authority to investigate, discover, or correct the
3 violation or noncompliance, or from providing information to, or testifying before, any public
4 body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to
5 believe that the information discloses a violation of state or federal statute, or a violation of or
6 noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing
7 the information is part of the employee's job duties. (Labor Law 1102.5)
8

9
10 67. On the morning of June 3rd, 2017, COUNCILMEMBER BROOKS lost her
11 temper in public and verbally assaulted MR. WILSON during the opening hours of the
12 Millsmont Farmers' Market in East Oakland. Because of the lack of communication in the
13 office, MR. WILSON had been unable get an answer on whether COUNCILMEMBER
14 BROOKS wanted a banner present at the Market. Upon Councilmember Brooks' arrival, she
15 called MR. WILSON to the front of the market and began to verbally dress him down in the
16 middle of the street. "I am so sick of your God damn bullshit!" she screamed. Members of the
17 California Farmers' Market Association saw COUNCILMEMBER BROOKS verbally abuse
18 and threaten MR. WILSON in front of vendors and city staff. MR. WILSON felt so abused and
19 uncomfortable that he reached out to his mother by text message to report his treatment. Patty
20 and Jessica, associates from the Farmers' Market association, called their boss and asked to
21 leave due to the scene enacted by BROOKS.
22
23

24 68. On the afternoon of October 6th, 2017, MR. WILSON was at CVS while
25 preparing for a cleanup the next day on Bancroft Avenue in East Oakland. He had no room in
26 his car and reached out to COUNCILMEMBER BROOKS for direction on how he should load
27 and unload materials. COUNCILMEMBER BROOKS responded to MR. WILSON'S text by
28

1 calling him in anger. COUNCILMEMBER BROOKS yelled that he was being defiant, and that
2 he was to do exactly what she said. She also said she did not have time for this conversation and
3 that MR. WILSON was wasting her time. She then hung up after questioning MR. WILSON'S
4 intellect. The episode of abuse was bad enough for MR. WILSON to call COUNCILMEMBER
5 BROOKS' sister for guidance. In response, the sister offered no help and proceeded to report
6 the 'betrayal' to COUNCILMEMBER BROOKS. COUNCILMEMBER BROOKS responded
7 by calling MR. WILSON again and saying, "If you tell her or anyone else what goes on in the
8 office, you will regret it!" three times before forcefully hanging up.
9

10
11 69. During the morning of October 7th, 2017, at the Bancroft Cleanup, MR.
12 WILSON had his job threatened by COUNCILMEMBER BROOKS on arrival, due to his
13 attempt at reporting the abuse on the previous day. COUNCILMEMBER BROOKS barked, "If
14 you do not pick up the most trash here, and unpack the most stuff, you will be fired on the
15 spot!" The toxic environment only worsened. Any questions by MR. WILSON to
16 COUNCILMEMBER BROOKS were called stupidity, and his job was again threatened for not
17 having the exact brand of pen she asked for. Although intimidated and under severe stress, MR.
18 WILSON continued to perform his assigned tasks conscientiously. While he was in the process
19 of picking up a spoon to serve food to the volunteers, Councilmember Brooks pinched, and then
20 shoved the arm of MR. WILSON to reclaim her spot in the middle of the serving line. Scared
21 and humiliated, Mr. Wilson handed in his resignation the following week.
22
23

24 70. The conditions giving rise to the resignation must be sufficiently extraordinary
25 and egregious to overcome the normal motivation of a competent, diligent, and reasonable
26 employee to remain on the job to earn a livelihood and to serve his or her employer. The proper
27 focus is on whether the resignation was coerced, not whether it was simply one rational option
28

1 for the employee. [*Turner v. Anheuser-Busch, Inc.* 7 Cal. 4th 1247, (1994)]. The documented
2 abuse MR. WILSON suffered greatly exceeded the threshold for what is expected to be
3 tolerated in a professional place of business. MR. WILSON, in addition to the documented
4 instances, experienced many other undocumented patterns of similar daily abuse.

5
6 71. The evidence shows that COUNCILMEMBER BROOKS' abuse amply provided
7 MR. WILSON with grounds for Constructive Termination.

8
9 **(2.) Hours Worked & Responsibility**

10 72. Mr. Sidney Wilson's constructive discharge claim is proper because he was
11 made to do illegal work while working uncompensated hours and excessive hours far above the
12 legal 40 hours per week, in violation of state and federal labor laws.

13
14 73. In every contract or agreement there is an implied promise of good faith and fair
15 dealing. This means that each party will not do anything to unfairly interfere with the right of
16 any other party to receive the benefits of the contract; however, the implied promise of good
17 faith and fair dealing cannot create obligations that are inconsistent with the terms of the
18 contract. (CACI 325)

19
20 74. The covenant of good faith finds particular application in situations where one
21 party is invested with a discretionary power affecting the rights of another. Such power must be
22 exercised in good faith." (*Carma Developers (Cal.), Inc. v. Marathon Development California,*
23 *Inc.* (1992) 2 Cal.4th 342, 371-372 [6 Cal.Rptr.2d 467, 826 P.2d 710]. "When one party to a
24 contract retains the unilateral right to amend the agreement governing the parties' relationship,
25 its exercise of that right is constrained by the covenant of good faith and fair dealing which
26
27
28

1 precludes amendments that operate retroactively to impair accrued rights.” (*Cobb v. Ironwood*
2 *Country Club* (2015) 233 Cal.App.4th 960, 963 [183 Cal.Rptr.3d 282].

3 75. On June 3rd, 2017, COUNCILMEMBER BROOKS insisted, demanded and
4 coerced MR. WILSON into creating, managing, and handling the accounting for the Millsmont
5 Farmer’s Market, contrary to legislation passed by Oakland City Council, City resolution
6 #86652, passed on March 21st, 2017. This Resolution, at point #7, dictates Oakland Citizens
7 Committee for Urban Renewal (OCCUR), a nonprofit, located in Oakland, and its selected
8 vendors shall in all cases begin the installation of its encroachment in the public right of way
9 not sooner than and shall complete the removal of its encroachment form and the clean-up of
10 the public right-of-way not later than the time interval set forth above for operation of the
11 Farmers’ Market. Section #14 of City Resolution #86652 reads OCCUR shall be solely
12 responsible for the proper coordination with all businesses and private vendors participating in
13 the Farmers’ Market and for the proper coordination with all City forces, public utilities,
14 contractors, and workmen operating in the public park or adjoining public right-of-way during
15 the duration of the encroachment and for the safety of itself and any of its personnel.
16
17
18

19 76. Contrary to the clear mandate of City Resolution #86652 that “OCCUR shall be
20 solely responsible for the proper coordination with all businesses and private vendors
21 participating in the Farmer’s Market”, DEFENDANT COUNCILMEMBER BROOKS insisted,
22 demanded and coerced MR. WILSON into collecting all money from the vendors and turning
23 the collected funds over to her, with no proper accounting to OCCUR. There were no receipts;
24 no documentation of which vendors paid what amount; no bookkeeping of funds used for costs
25 and expenses for the Farmers’ Market; and no proper accounting whatsoever.
26
27
28

1 77. DEFENDANT COUNCILMEMBER BROOKS' threat to MR. WILSON that "if
2 you tell anyone, you will regret it" led MR. WILSON to conclude that DEFENDANT
3 COUNCILMEMBER BROOKS' threat was aimed at MR. WILSON'S repeated objections to
4 her ignoring the City Resolution that OCCUR, the nonprofit, take responsibility for the business
5 affairs of the Farmers' Market, including the accounting of funds collected and expensed.
6

7 78. On August 23rd and again on August 30th, 2017, it was documented that MR.
8 WILSON was made to complete arbitrary wish lists of the DEFENDANT COUNCILMEMBER
9 BROOKS that often resulted in MR. WILSON only having one day off per week. Aside from
10 the first two weeks in June when MR. WILSON had the agreed-upon two days off, the pattern
11 of only having Sundays off persisted even after the conclusion of the Market, until MR.
12 WILSON submitted his resignation letter.
13

14 79. Labor Code Section 1105.2, which codifies *Tameny v. Atlantic Richfield Co.*,
15 dictates an employer's authority over its employee does not include the right to demand that the
16 employee commit a criminal act to further its interests, and an employer may not coerce
17 compliance with such unlawful directions by discharging an employee who refuses to follow
18 such an order.
19

20 80. An employer engaging in such behavior violates a basic duty imposed by law
21 upon all employers, and this employee who has suffered damages as a result of such a discharge
22 may maintain a tort action for wrongful discharge against the employer. "The covenant of good
23 faith and fair dealing, implied by law in every contract, exists merely to prevent one contracting
24 party from unfairly frustrating the other party's right to receive the benefits of the agreement
25 actually made. The covenant thus cannot be endowed with an existence independent of its
26 contractual underpinnings. It cannot impose substantive duties or limits on the contracting
27
28

1 parties beyond those incorporated in the specific terms of their agreement.” (*Guz v. Bechtel*
2 *National, Inc.* (2000) 24 Cal.4th 317, 349–350 [100 Cal.Rptr.2d 352, 8 P.3d 1089].

3 81. The facts show that MR. WILSON was made to do illegal work. MR. WILSON
4 was also made to work more than the expected hours agreed upon, without any mutual
5 agreement between employer and employee. As a result, MR. WILSON suffered harm and
6 damage as his mental health and family life deteriorated. The implied covenant of good faith
7 dealing was breached by the actions of MR. WILSON’S supervisor, COUNCILMEMBER
8 BROOKS, and as a result, Constructive Discharge is proper and relief is in order.
9

10
11 Wherefore, MR. WILSON prays for judgment as more fully set forth below.

12
13 **THIRD CAUSE OF ACTION**
14 **ASSAULT AND BATTERY**
15 **Gov. Code § 815.2**
16 **(Against All Defendants)**

17 82. MR. WILSON incorporates by reference herein the preceding paragraphs of the
18 complaint as though set forth here in full.

19 83. DEFENDANT COUNCILMEMBER BROOKS' intentional acts of pinching,
20 causing sharp bee-sting pain, shoving, pushing, and moving by force MR. WILSON’S body,
21 and invading MR. WILSON’s personal space constituted acts of assault and battery.
22 DEFENDANT COUNCILMEMBER BROOKS' intentional acts of assaulting and battering
23 MR. WILSON, coupled with DEFENDANT COUNCILMEMBER BROOKS' intentional acts
24 of constantly yelling, threatening the job of MR. SIDNEY WILSON, and menacingly yelling “if
25 you tell anybody, you will regret it” created a hostile work environment which no reasonable
26 person would endure.
27
28

1 84. MR. WILSON could not endure the daily abuse any longer, and DEFENDANT
2 COUNCILMEMBER BROOKS' intentional acts compelled MR. WILSON to quit and resign
3 his position. As to DEFENDANT COUNCILMEMBER BROOKS only, the acts of this
4 DEFENDANT as alleged herein, were intentional, outrageous, despicable, oppressive,
5 fraudulent, and done with ill will. DEFENDANT COUNCILMEMBER BROOKS' intentional
6 acts of assaulting and battering MR. WILSON were offensive to any reasonable person and
7 were certainly offensive and unconsented to by MR. WILSON.
8

9 85. DEFENDANT COUNCILMEMBER BROOKS' acts were done in conscious
10 disregard of MR. WILSON's health, safety, constitutional rights, and the risk of severe
11 emotional harm to MR. WILSON and with the intent to injure, constituting oppression, fraud,
12 and malice under California Civil Code §3294, entitling MR. WILSON to punitive damages and
13 attorney's fees against DEFENDANT COUNCILMEMBER BROOKS only.
14
15

16 Wherefore, MR. WILSON prays for judgment as more fully set forth below.
17

18 **FOURTH CAUSE OF ACTION**
19 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
20 **Gov. Code § 815.2**
21 **(Against All Defendants)**

22 86. MR. WILSON incorporates by reference herein the preceding paragraphs of the
23 complaint as though set forth here in full.
24

25 87. DEFENDANT COUNCILMEMBER BROOKS intentionally engaged in
26 extreme and outrageous conduct, which should not be tolerated in a civilized society, and is not
27 tolerated in this society.
28

 88. DEFENDANT COUNCILMEMBER BROOKS' actions have caused and
continue to cause MR. WILSON substantial losses in earnings, significant loss of reputation and

1 professional injury, loss of opportunities and other employment benefits, lost wages, attorneys'
2 fees, and medical expenses, loss of future earnings and benefits, cost of suit, humiliation,
3 embarrassment and anguish, all to his damage in an amount according to proof.

4
5 89. As to DEFENDANT COUNCILMEMBER BROOKS only, the acts of this
6 DEFENDANT as alleged herein, were intentional, outrageous, despicable, oppressive,
7 fraudulent, and done with ill will and intent to injure MR. WILSON and to cause, and did cause,
8 MR. WILSON serious bodily injury, pain, mental anguish, anxiety, loss of enjoyment of life,
9 severe mental and emotional distress, humiliation, inconvenience and misery.

10
11 90. DEFENDANT COUNCILMEMBER BROOKS' acts were done in conscious
12 disregard of MR. WILSON'S health, safety, constitutional rights, and the risk of severe
13 emotional harm to MR. WILSON, and with the intent to injure, constituting oppression, fraud,
14 and malice under California Civil Code §3294, entitling MR. WILSON to punitive damages and
15 attorney's fees against DEFENDANT COUNCILMEMBER BROOKS only.

16
17 Wherefore, MR. WILSON prays for judgment as more fully set forth below.

18
19 **FIFTH CAUSE OF ACTION**
20 **NEGLIGENCE**
21 **Gov. Code § 815.2**
22 **(Against All Defendants)**

23 91. MR. WILSON incorporates by reference herein the preceding paragraphs of the
24 complaint as though set forth here in full.

25 92. At all relevant times herein, DEFENDANT COUNCILMEMBER BROOKS was
26 aware and knowledgeable of California Law mandating, "Everyone is responsible, not only for
27 the result of his or her willful acts, but also for an injury occasioned to another by his or her
28

1 want of ordinary care or skill in the management of [her] or her property or person....”California
2 Civil Code § 1714[Emphasis added]

3 93. DEFENDANT COUNCILMEMBER BROOKS’ actions have caused and
4 continue to cause MR. WILSON substantial losses in earnings, significant loss of reputation and
5 professional injury, loss of opportunities and other employment benefits, lost wages, attorneys’
6 fees, and medical expenses, loss of future earnings and benefits, cost of suit, humiliation,
7 embarrassment and anguish, all to his damage in an amount according to proof.
8

9
10 94. As to DEFENDANT COUNCILMEMBER BROOKS only, the acts of this
11 DEFENDANT as alleged herein, were intentional, outrageous, despicable, oppressive,
12 fraudulent, and done with ill will and intent to injure the MR. WILSON and to cause, and did
13 cause, MR. WILSON serious bodily injury, pain, mental anguish, anxiety, loss of enjoyment of
14 life, severe mental and emotional distress, humiliation, inconvenience and misery.
15

16
17 Wherefore, MR. WILSON prays for judgment as more fully set forth below.
18

19 **PRIVATE ATTORNEY GENERAL ATTORNEYS’ FEES**

20 95. MR. WILSON hereby requests attorneys’ fees pursuant to California’s the
21 Private Attorney General Doctrine, providing that a “successful” party may be awarded attorney
22 fees against one or more opposing parties in a civil action which results in the enforcement of
23 an important right affecting the public interest. (See Cal. Code of Civ. Proc. 1021.5) The
24 doctrine is based on the theory privately initiated lawsuits are often necessary to enforce public
25 policies. California Code of Civil Procedure section 1021.5 does not require the “successful”
26 party prevail at trial to be awarded attorney fees. There are three basic criteria required to
27
28

1 support an award of attorney fees under the statute: (1) the action resulted in the enforcement of
2 an important right affecting the public interest; (2) a significant benefit was conferred on the
3 general public; and (3) the necessity and financial burden of private enforcement were as such
4 to make the award appropriate.

5
6 96. Here, DEFENDANT COUNCILMEMBER BROOKS is a public official and the
7 vindication of MR. WILSON'S rights will confer a benefit on the general public and will result
8 in the enforcement of an important right affecting the public interest by stopping corruption by
9 political officials.
10

11 **PRAYER FOR RELIEF**

- 12 1. For economic and non-economic damages;
13 2. For prejudgment interest at the prevailing legal rate;
14 3. For costs of the suit including reasonable attorneys' fees;
15 4. For Punitive Damages against Defendant Desley Brooks in the amount of
16 \$3,000,000 dollars in addition to compensatory damages.
17 5. For all damages, without limitations, stated in the Amended Tort Claim filed on
18 April 5, 2018 against the Defendants.
19 6. For all statutory damages, penalties and remedies
20 7. For such other and further relief as the Court may deem proper.
21

22 DATED: October 22, 2018
23

24 **LAW OFFICES OF BONNER & BONNER**

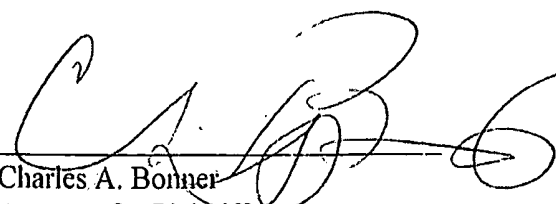
25
26 
27 Charles A. Bonner
28 Attorney for Plaintiff

EXHIBIT A



Councilperson >

Redacted

Aug 26, 2017, 2:19 PM

Where is the money bag?

Make sure it's dropped at my house no later than 3:30 today.

Just wrapping up

What's your address one more time?

7988 Sunkist Drive.



iMessage



EXHIBIT B



Darlene >

I just got my car. I should be there around 5:30

Ok

Pull your car up the drive way

Jul 28, 2017, 6:00 PM

Hey Sidney my boyfriend will pick money and basket cards tomorrow

Thanks

Got it

Oct 2, 2017, 10:15 PM

Hey Sidney. Hope all is well. Did u get a chance to touch base with Susan regarding event tickets? Please let me know.



iMessage

