

PERSONAL INJURIES AND WRONGFUL DEATH

ELIZABETH GARCIA VS. SEIU LOCAL 121 RN

Whistleblower Retaliation

DEEMA LOPEZ vs. SEIU LOCAL 1000

**Intentional Infliction
of Emotional Distress**

**Sexual Harassment
in Violation of the
Fair Employment
and Housing Act**

**FAILURE TO PREVENT
DISCRIMINATION AND
HARASSMENT**

LISA GUDE VS. SEIU LOCAL 721

November 2023

TERMINATION TOWN?

**Allegations of Wrongful Termination and
Retaliation at Los Angeles-based SEIU Locals**

Termination Town? Allegations of Wrongful Termination and Retaliation at Los Angeles-based SEIU Locals

Los Angeles is home to some of the largest union locals in the United States, including the Service Employees International Union (SEIU) Local 121RN, Local 721, Local 1000, Local 2015, and Local 99.

The union and its locals have a lengthy history in the city, but recently revealed lawsuits suggest it has a dubious track record with its employees.

The following collection of largely unreported lawsuits allege these SEIU locals have terminated and retaliated against employees based on race, medical status, and sex.

Case Summaries:

Garcia v. SEIU Local 121RN

- SEIU Local 121RN was sued by a former employee's wife after she claimed he suffered from a hostile work environment that led to his death.
- Plaintiff alleged that her husband was found dead in his office after being berated by his supervisor's assistant.
- After her husband's death, plaintiff alleged the union disclosed confidential medical information and accused the deceased of embezzlement.
- SEIU Local 121RN issued a general denial for all the allegations listed in the complaint.
- The case was eventually settled.

Molina v. SEIU 121RN

- Molina sued SEIU 121RN for a variety of claims including disability discrimination, retaliation, and wrongful termination.
- Molina alleged that her supervisor was abusive in the workplace.
- Molina alleged that she was retaliated against after returning from medical leave.
- SEIU Local 121RN issued a general denial for the allegations listed in the complaint.
- The case is currently in mediation.

Gude. v. SEIU Local 721

- Gude alleged that she faced harassment and discrimination as one of the only African Americans in a leadership role at SEIU Local 721.
- Gude claimed the union placed her on administrative leave after complaining about harassment to human resources.
- SEIU Local 721 issued a general denial against the allegations.
- Both sides agreed to enter arbitration at the expense of the SEIU Local 721.

Lopez v. SEIU Local 1000

- Lopez alleged that she faced sexual harassment at the hands of the SEIU Local 1000 president.
- Lopez claims she faced retaliation in response to her human resources complaint.
- Lopez was terminated from her position as government affairs director.
- SEIU Local 1000 issued a general denial of all the allegations in the complaint.
- The case has been settled.

Villanueva v. SEIU Local 2015

- Villanueva sued SEIU Local 2015 for allegedly giving preferential treatment to male employees.
- Villanueva alleged that she was retaliated against after making complaints about her disparate treatment.
- SEIU Local 2015 issued a general denial of all the allegations in the complaint.
- After going on medical leave, Villanueva was terminated by the union
- The case has been settled.

Roman v. SEIU Local 99

- Roman alleged his supervisor threatened him with violence and that he feared retaliation if he went to human resources.
- After making a complaint to human resources, Roman alleged that he faced worse work assignments as retaliation for the complaint.
- SEIU Local 99 issued a general denial to all allegations in the complaint.
- The case is currently in mediation with a trial pending if no deal is made.

Mitchell v. SEIU Local 721

- Mitchell sued SEIU Local 721 claiming he was fired for being a whistleblower and going on disability leave.
- Mitchell claimed he was retaliated against for routinely notifying the legal department of a backlog in member grievance cases that were marked for arbitration.
- SEIU Local 721 claimed that the Plaintiff's complaint failed as a matter of law and that there were no triable issues of material fact.
- A jury verdict was rendered in Mitchell's favor for a staggering six-figure total.

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Garcia v. SEIU Local 121RN

Complaint

- **Plaintiff (wife of deceased) alleged that her husband (Ruben Garcia) was put on a “termination hit-list” after the election of “Rosanna LNU” at SEIU Local 121RN.**

- According to the Sept. 21, 2020, Complaint:

15. In or about January 2019, Decedent voiced his opinion about certain changes relative to management following a union election. Decedent was opposed to the election of Rosanna LNU (“Rosanna”); an election that Rosanna prevailed in. As a result of his participation in protected conduct, chiefly, voicing his opinion in relation to an open election, Decedent made it onto what was commonly referred to as “Rosanna’s termination hit-list.”¹

- **Around this time, Garcia was allegedly diagnosed with several ailments.**

- According to the Sept. 21, 2020, Complaint:

16. Also during the same time, Decedent was diagnosed with and was suffering from an abscess, stomach pain and stress related to a hostile work environment. Decedent was also diagnosed with atrial fibrillation. All of these conditions impeded Decedent’s ability to perform major life functions, such as performing work activities, and thereby constituted a disability within the meaning of Gov’t Code §12926 et seq. Plaintiff is informed and believes and thereon alleges that SEIU knew about Decedent’s condition and knew him to be suffering on a daily basis. Plaintiff is further informed and believes and thereon alleges that other employees witnessed Decedent experiences severe bouts of stress, anxiety, and depression while on the job. Relatedly, several employees had also been suffering from stress-related symptoms and they were caustically threatened with termination by management.²

¹ *Garcia v. SEIU Local 121RN*, [Superior Court of California](#), Sept. 21, 2020

² *Garcia v. SEIU Local 121RN*, [Superior Court of California](#), Sept. 21, 2020

- **Plaintiff alleged his supervisor and her assistant perpetuated a hostile work environment and that the SEIU National Headquarters was made aware of the issues.**

- According to the Sept. 21, 2020, Complaint:

17. Rosanna and her assistant, Violetta LNU (“Violetta”), were instrumental in perpetuating a hostile work environment. They orchestrated a campaign of instilling fear and terror within all employees in their department, used the employees’ fear to pin them against one another, and then terminated employees on the “hit-list.” The hostility created was so substantial that a group of employees wrote a letter to SEIU’s national headquarters in Washington D.C., about the extreme hostile work environment and severity of the situation that they were suffering. Tragically, nothing was done. Upon information and belief, SEIU knew about, condoned and approved of the hostile work environment created and perpetuated by Rosanna.³

- **Garcia allegedly went and saw a counselor for his health issues and was advised to work less but was fearful of termination due to his supervisor’s termination list.**

- According to the Sept. 21, 2020, Complaint:

18. On or about April 26, 2019, Decedent’s wife took him to see a counselor because of the severity of his stress symptoms and work-related anxiety due to the aforementioned hostile work environment. Decedent’s retirement was coming up in four years and he desperately wanted to work through his anxiety and continue to go to work until he could retire. His counselor advised that he lessen his workload. However, Decedent was reluctant to take time off work in fear of further retaliation and termination by Rosanna. Moreover, Decedent was aware that he was on her termination hit list. Moreover, she already expected him to answer questions and complete tasks immediately. In fact, though Decedent had made a clear and thorough budget for Rosanna, Violeta, and other employees to read and understand, Rosanna and Violetta would spontaneously demand that he produce numbers on the spot for them. As an accommodation seemingly in line with his counselor’s recommendations, Decedent did ask for extra time to perform work functions and complete tasks, and in response, Rosanna and Violetta berated and screamed at him and denied the same. Simply put, Decedent knew that an accommodation would not be provided, was out of the question and to continue to request accommodation would result in his termination and forfeiture of his retirement benefits. Decedent had no choice but to suffer in silence. Accordingly, despite seeking an accommodation for his known disabilities, SEIU failed to take appropriate action.⁴

- **Garcia was allegedly berated by Rosanna’s assistant for over an hour and was found dead from a heart attack in his office.**

³ *Garcia v. SEIU Local 121RN*, [Superior Court of California](#), Sept. 21, 2020

⁴ *Garcia v. SEIU Local 121RN*, [Superior Court of California](#), Sept. 21, 2020

- According to the Sept. 21, 2020, Complaint:

19. On or about May 6, 2019, Violetta barged into Decedent's office demanding Decedent complete her work before performing his main payroll duties. For over an hour, nurses and other employees could hear Violetta violently yelling and screaming at Decedent. She then stormed out, slamming his office door.

20. Approximately one hour after Violetta's rampage in his office, Decedent was found dead. Decedent had apparently succumbed to his disabilities and suffered a heart attack on the job due to the work related stress and hostile work environment that was perpetuated by his supervisor and known by SEIU at the highest levels. His last moments consisted of being screamed at and berated by SEIU's agent.

21. The day after Decedent's death, SEIU closed the office for the entire week. Three days after Decedent's death, SEIU's in-house legal counsel resigned, upon information and belief, as a matter of conscience. Presumably he was aware of the concerted smear campaign that SEIU was planning to engage in.⁵

- **Plaintiff alleged that Rosanna discussed Garcia's health and medical conditions with other employees after his death and falsely accused him of stealing and embezzling money.**

- According to the Sept. 21, 2020, Complaint:

22. Between May 14, 2019 and May 27, 2019, Rosanna copied approximately 50 employees on emails discussing Decedent's health and medical conditions after his death. She also falsely accused the Decedent of stealing and embezzling money. SEIU's libelous acts against Decedent days after his demise offer insight into SEIU's depraved and unlawful conduct. The disgusting degenerate acts by SEIU extended onto SEIU's Facebook page. This page, that is typically used to communicate business matters, was used shortly after Decedent's death to state, "He got what he deserved." The retaliation continued, and as recently as October 2019, SEIU tarnished the Decedent's name once again by accusing Decedent of stealing from the company.⁶

Defendant's Answer

- **SEIU Local 121RN issued a general denial for all allegations alleged in the complaint.**

- According to the Nov. 2, 2020, Answer:

⁵ *Garcia v. SEIU Local 121RN*, [Superior Court of California](#), Sept. 21, 2020

⁶ *Garcia v. SEIU Local 121RN*, [Superior Court of California](#), Sept. 21, 2020

Defendant SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 121RN (hereinafter “Defendant” or “Union”), through its counsel of record, Weinberg, Roger & Rosenfeld, answers the unverified Complaint of Plaintiff ELIZABETH GARCIA (“Plaintiff”), individually and as Successor In Interest to RUBEN GARCIA (“Decedent”), as follows: Under and pursuant to the provisions of California Code of Civil Procedure section 431.30, the Defendant generally denies each and every, all and singular, generally and specifically each allegation of the Plaintiff’s unverified Complaint, and the whole thereof, and each and every allegation of each and every cause of action alleged therein, and further expressly denies that as a direct or proximate result of any acts or omissions on the part of the Defendant, that the Decedent and/or Plaintiff suffered any injury or damage.⁷

Settlement

- **In 2023, the court announced that it had received a notice of settlement for the case.**

- According to the Jan. 18, 2023, Order:

NATURE OF PROCEEDINGS: Court Order re: Notice of Settlement

The Court is in receipt of the notice of settlement.

The Post-Mediation Status Conference scheduled for 02/23/2023 is advanced and vacated. Order to Show Cause Re: Dismissal (Settlement) is scheduled for April 28, 2023 at 8:30 a.m., in department 3 in Alhambra Courthouse.

If a dismissal is filed before the above said date, the Order to Show Cause Re: Dismissal (Settlement) is off-calendar/discharged, and no appearances are necessary.

All previously scheduled hearing dates in this department shall remain set pending discharge of the Order to Show Cause.

Certificate of Mailing is attached.⁸

Molina v. SEIU 121RN

Complaint

- **In 2021, Molina alleged that SEIU 121RN and codefendants were guilty of seven different violations that warranted a civil lawsuit.**

- According to the Dec. 27, 2021, Amended Complaint:

⁷ *Garcia v. SEIU Local 121RN*, [Superior Court of California](#), Nov. 2, 2020

⁸ *Garcia v. SEIU Local 121RN*, [Superior Court of California](#), Jan. 17, 2023

1. DISABILITY DISCRIMINATION IN VIOLATION OF GOVERNMENT CODE SECTION 12940(A)
 2. FAILURE TO PROVIDE REASONABLE ACCOMMODATION IN VIOLATION OF THE FEHA, GOVERNMENT CODE SECTION 12940(M)
 3. FAILURE TO ENGAGE IN AN INTERACTIVE PROCESS IN VIOLATION OF THE FEHA, GOVERNMENT CODE SECTION 12940(N)
 4. RETALIATION IN VIOLATION OF THE FEHA, GOVERNMENT CODE SECTION 12940(H)(I), AND (M)
 5. FAILURE TO PREVENT DISCRIMINATION AND HARASSMENT IN VIOLATION OF GOVERNMENT CODE SECTION 12940(K)
 6. RETALIATION FOR TAKING/REQUESTING CFRA IN VIOLATION OF GOVERNMENT CODE SECTION 12945.2(I)
 7. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY
- **Molina alleged that Chief of Staff Rosanna Mendez was abusive to Plaintiff and her coworkers.**
- According to the Dec. 27, 2021, Amended Complaint:

14. Mendez was abusive in her management of PLAINTIFF and other coworkers. Upon information and belief, Mendez created a hostile work environment for employees with the intention that they would quit in order for Mendez to replace them with her own friends and family members.⁹
- **Molina began treatment for work related stress in 2018 and she took three weeks off for medical leave.**
- According to the Dec. 27, 2021, Amended Complaint:

16. Sometime around July 2018, PLAINTIFF began treatment with a doctor for work related stress. PLAINTIFF'S doctor diagnosed PLAINTIFF with chronic stress disorder, major depressive disorder, and somatic symptom disorder and immediately placed PLAINTIFF on medical leave for three weeks.¹⁰
- **Plaintiff alleged she was retaliated against after returning from work by Mendez and Field Director Violeta Aguilar-Wyrick.**

⁹ *Molina v. SEIU Local 121RN*, [Superior Court of California](#), Feb. 15, 2023

¹⁰ *Molina v. SEIU Local 121RN*, [Superior Court of California](#), Feb. 15, 2023

- According to the Dec. 27, 2021, Amended Complaint:

19. Mendez and Aguilar retaliated against and harassed PLAINTIFF as soon as PLAINTIFF returned from medical leave. For example, the day PLAINTIFF returned to work, Mendez informed PLAINTIFF that her job description had been changed without giving prior notice to PLAINTIFF. Mendez and Aguilar also informed PLAINTIFF of a heavy, time-sensitive assignment just before 5:00 p.m., knowing PLAINTIFF'S disability work restrictions prevented PLAINTIFF from working past 5:00 p.m.

20. Mendez and Aguilar would also send PLAINTIFF to deliver office supplies to the DEFENDANTS' Camarillo office, which violated her modified activity restriction. Specifically, PLAINTIFF was required to carry heavy supplies to the second floor of Tarzana's building with no elevator, which forced PLAINTIFF to exceed her restrictions. PLAINTIFF was required to do these things, despite DEFENDANTS knowing that PLAINTIFF had these work restrictions.¹¹

- **Molina alleged that after taking a second medical leave, she was terminated for her disabilities.**

- According to the Dec. 27, 2021, Amended Complaint:

21. On or about December 20, 2018, PLAINTIFF went on medical leave again due to PLAINTIFF'S disabilities.

22. On April 30, 2019, while still out on medical leave, PLAINTIFF received an email from DEFENDANTS stating that DEFENDANTS could no longer accommodate PLAINTIFF'S medical leave and that PLAINTIFF'S employment was terminated.

23. DEFENDANTS terminated PLAINTIFF not for any legitimate reason, but because of PLAINTIFF'S disabilities, because of PLAINTIFF'S work restrictions, and because PLAINTIFF requested and took medical leave, all in violation of the law.¹²

Defendant's Answer

- **SEIU Local 121RN denied, both generally and specifically, each and every allegation contained within the amended complaint.**

- According to the Aug. 27, 2021, Answer:

1. Pursuant to the provisions of California Code of Civil Procedure section 431.30(d), this answering defendant denies, both generally and specifically, each and

¹¹ *Molina v. SEIU Local 121RN*, [Superior Court of California](#), Dec. 27, 2021

¹² *Molina v. SEIU Local 121RN*, [Superior Court of California](#), Dec. 27, 2021

every allegation contained within plaintiff's First Amended Unverified Complaint, and each and every cause of action contained within plaintiff's complaint and the whole thereof. This answering defendant further specifically denies that plaintiff was damaged in the sum or sums alleged, or to be alleged, or in any sums whatsoever, or at all; and further specifically denies that plaintiff has sustained any injury, damage, or loss, if any, by reason of any act or omission on the part of this answering defendant; and further denies that plaintiff is entitled to the relief sought within plaintiff's First Amended Unverified Complaint or to any other relief of whatever character, or at all.¹³

Joint Stipulation to Continue Trial and Related Dates

- **As of 2023, both parties are attempting to resolve the dispute via mediation before a jury trial is scheduled.**
 - According to the Feb. 15, 2023, Joint Stipulation:
 - 4. The parties believe settlement at mediation will be made more likely if additional written discovery and depositions are limited, and expert discovery and law and motion practice are put in abeyance, pending the outcome of the Mediation, and hereby request to continue the trial and related dates at least six (6) months to allow the parties to focus on attempting to resolve this matter at mediation rather than preparing for a July trial date.
 - 5. Accordingly, the parties have agreed to submit this stipulation to this Court requesting that the July 25, 2023 Trial Date and all related pre-trial dates be continued approximately six (6) months after the currently scheduled trial date to a date that is convenient to the Court.¹⁴
- **Rosanna Mendez was previously involved in her own wrongful termination lawsuit against the SEIU Local 721.**
 - According to the case information page from LA Courts:¹⁵

¹³ *Molina v. SEIU Local 121RN*, [Superior Court of California](#), Aug. 27, 2021

¹⁴ *Molina v. SEIU Local 121RN*, [Superior Court of California](#), Feb. 15, 2023

¹⁵ *Mendez v. SEIU Local 721*, [Superior Court of California](#), Dec. 10, 2014

Case Number: BC520112
ROSANNA MENDEZ ET AL VS SEIU LOCAL 721 ET AL
Filing Courthouse: Stanley Mosk Courthouse
Filing Date: 09/03/2013
Case Type: Wrongful Termination (General Jurisdiction)
Status: Court-Ordered Dismissal - Other (Other) 02/23/2015

➤ Mendez was also the Defendant in another wrongful termination suit at the SEIU Local 721.

○ According to the case information page from LA Courts:¹⁶

Case Number: BC566178
MARIE LEMELLE VS SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL
Filing Courthouse: Stanley Mosk Courthouse
Filing Date: 12/10/2014
Case Type: Wrongful Termination (General Jurisdiction)
Status: Court-Ordered Dismissal - Other (Other) 05/12/2016

DERBY PAUL B. - Attorney for Defendant
HENRY MARY KAY - Defendant
KHOURY NAJEEB N. - Attorney for Defendant
LAW OFFICES OF ZELNER & KARPEL - Attorney for Plaintiff
LEMELLE MARIE - Plaintiff
MENDEZ ROSANNA - Defendant
SCHOONOVER BOB - Defendant
SEIU LOCAL 721 - Defendant
SERVICE EMPLOYEES INTERNATIONAL UNION - Defendant
VALDEZ GILDA - Defendant

¹⁶ *Lemelle v. SEIU Local 721*, [Superior Court of California](#), Dec. 14, 2014

Gude v. SEIU Local 721

Complaint

- **In 2022, Gude alleged SEIU Local 721 was guilty of a series of violations in a civil trial.**
 - According to a Jan. 4, 2022, Complaint:
 1. DISCRIMINATION IN VIOLATION OF THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT (GOVT. CODE & 12900, ET SEQ.);
 2. FAILURE TO ACCOMMODATE IN VIOLATION OF THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT (GOVT. CODE & 12940(A) & (M));
 3. FAILURE TO PREVENT DISCRIMINATION AND HARASSMENT (CAL. GOVT. CODE & 12940(J) AND (K));
 4. NEGLIGENT SUPERVISION, HIRING AND RETENTION (CALIFORNIA COMMON LAW); AND
 5. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS (CALIFORNIA COMMON LAW).¹⁷
 - According to the Jan. 4, 2022, Complaint:
 8. Plaintiff is female, African- American and has dark brown skin and as such is member of several protected classes pursuant to the California law, specifically, the California Fair Employment and Housing Act. She was the only female African American person in senior leadership.
 9. During Plaintiff's employment, she was treated less favorably than similar situated colleagues who were male, not African American, and had a different skin tone. Specifically, she was repeatedly yelled at and talked down to and demeaned in an accusatory tone.

¹⁷ *Gude v. SEIU Local 721*, [Superior Court of California](#), Jan. 4, 2022

10. Plaintiffs' supervisor during her time as RN Division Director was Katarina de Valle Thompson. Ms. Thompson would often demean Plaintiff in the presence of her subordinate and peers and in one-on-one meetings.¹⁸

➤ **Plaintiff alleged that she was placed on administrative leave after making a human resources complaint about the harassment issues.**

○ According to the Jan. 4, 2022, Complaint:

11. On or about July 23, 2020, Plaintiff made a complaint to human resources regarding the harassment, discrimination and demeaning treatment she was receiving. Defendants HR department spoke with Plaintiff but took no remedial action and the conduct of Ms. Thompson continued.

12. Plaintiff was informed on or about August 31, 2020, SEIU informed Ms. Gude that it hired an investigator to look into her allegations. The purported investigator never spoke with Plaintiff. Yet on or about October 22, 2020, Plaintiff was advised that the investigator did not find any evidence to substantiate her claim. Plaintiff was then placed on administrative leave for two weeks.¹⁹

➤ **Gude alleged that she was suspended in retaliation for the original human resources complaint and upon return, she was subjected to increased supervision.**

○ According to the Jan. 4, 2022, Complaint:

13. Defendants continued to retaliate against Plaintiff for asserting her rights an making a complaint to human resources by suspending her on November 16, 2020 for 10 days Plaintiff contends that there was no basis for any suspension or leave and both were done to retaliate against Plaintiff for making a report to the human resources.

14. Upon Plaintiff returning to work, Plaintiff was subjected to different terms and conditions of employment including but not limited to, increased supervision of her work although there was no basis for additional oversight. Increased write ups for the slightest of infractions which other employees were not subjected to. All of this conduct increased until it led to Plaintiff' termination on January 11, 2021.²⁰

➤ **Gude alleged that the SEIU knew about her supervisor's harassment and did nothing to stop the discrimination and hostile work environment.²¹**

○ According to the Jan. 4, 2022, Complaint:

¹⁸ *Gude v. SEIU Local 721*, [Superior Court of California](#), Jan. 4, 2022

¹⁹ *Gude v. SEIU Local 721*, [Superior Court of California](#), Jan. 4, 2022

²⁰ *Gude v. SEIU Local 721*, [Superior Court of California](#), Jan. 4, 2022

²¹ *Gude v. SEIU Local 721*, [Superior Court of California](#), Jan. 4, 2022

15. Plaintiff is informed and believes and thereon alleges that Defendants had prior knowledge of Mrs. Thompson's propensity to harass and abuse African American female employees and failed to take reasonable steps to prevent such harassment from occurring.

16. The conduct listed above was malicious, fraudulent, and/or oppressive, and done with a willful and conscious disregard for Plaintiff's rights and for the deleterious consequence of defendants' actions.

17. On numerous occasions, Plaintiff requested assistance from the Defendants and Defendant's agents regarding discrimination and the hostile work environment she was forced to be subjected to in violation of the California Fair Employment and Housing Act. Accordingly for the most part, Plaintiff's complaints and requests have fallen upon deaf ears, and nothing was ever done to remedy her situation. As a result, Plaintiff was forced to file her California Department of Fair Employment & Housing ("DFEH") complaint when Defendants' conduct made it clear to her in a definitive manner that Defendants had no intention of ceasing or rectifying their unlawful conduct.²²

Defendant's Answer

➤ **SEIU Local 721 issued a general denial of all the allegations.**

- According to the Aug. 18, 2022, Answer:

Pursuant to the provisions of California Code of Civil Procedure section 431.30(d), Defendant deny, generally and specifically, each, every and all of the allegations of the Complaint as a whole, and further generally and specifically deny that Plaintiff has sustained any loss, injury, or damage as a proximate result of any act, breach, or omission on the part of Defendant.²³

Stipulation

➤ **Both parties agreed to enter arbitration discussions at the expense of the Defendant.**

- According to the Sept. 13, 2022, Stipulation:

IT IS STIPULATED AND AGREED, by Plaintiff and Defendant, through their respective counsel of record, as follows:

1. The instant action shall be submitted to binding arbitration;
2. Defendant shall pay for all arbitration expenses that are unique to arbitration, including the arbitrator's fees;

²² *Gude v. SEIU Local 721*, [Superior Court of California](#), Jan. 4, 2022

²³ *Gude v. SEIU Local 721*, [Superior Court of California](#), Aug. 18, 2022

3. The arbitration shall be governed by the California Code of Civil Procedure with corresponding permissive rights to discovery therein;
4. Plaintiff and Defendant shall endeavor to select an arbitrator within 45 days from the date the proposed order is signed by the Court. The Parties are free to select the arbitrator regardless of the arbitrator's affiliation with or independence from any alternative dispute resolution organization;
5. The Court shall stay the instant action in its entirety, but maintain jurisdiction to (a) enforce the terms of this stipulation; (b) confirm the arbitration award rendered in the instant action; and (c) make any other orders it deems necessary and proper; and This stipulation may be completed in parts, and facsimile or electronic mail copies are accepted as originals.²⁴

Lopez v. SEIU Local 1000

Complaint

- **In 2021, Lopez alleged that she was sexually harassed by SEIU Local 1000 President Richard Brown. Plaintiff alleged that in response to complaining to human resources, she was terminated.**
 - According to the Sept. 28, 2021, Complaint:
 1. SEXUAL HARASSMENT IN VIOLATION OF THE FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")
 2. RETALIATION IN VIOLATION OF FEHA.
 3. FAILURE TO PREVENT HARASSMENT AND RETALIATION IN VIOLATION OF FEHA
 4. WHISTLBLOWER RETALIATION
 5. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY
 6. DECLARATORY RELIEF²⁵
- **Lopez alleged that Brown tried to pressure her into an in-person meeting after a string of terminations at the union.**
 - According to the Sept. 28, 2021, Complaint:

²⁴ *Gude v. SEIU Local 721*, [Superior Court of California](#), Sept. 13, 2022

²⁵ *Lopez v. SEIU Local 1000*, [Superior Court of California](#), Sept. 28, 2021

18. From the moment Mr. Brown became President, he and Ms. Snodgrass began terminating high-level directors and managers. Ms. Lopez was not sure whether her job was safe and had hoped to remain a part of the leadership team with the new administration.

19. Mr. Brown requested a meeting with Ms. Lopez and insisted that he meet in person with her without offering any reason why an in-person meeting would be necessary in the midst of the ongoing pandemic. When Ms. Lopez asked if they could meet on Zoom instead, Mr. Brown claimed that Zoom was insufficient, without providing any further explanation. Ms. Lopez found it off-putting that Mr. Brown insisted they meet in person without justification.²⁶

➤ **At a meeting, Lopez alleged that Brown began texting her during the zoom.**

- According to the Sept. 28, 2021, Complaint:

20. On July 23, 2021, SEIU 1000 held a meeting for the directors. Ms. Lopez appeared on Zoom for this particular meeting. When Ms. Snodgrass saw Ms. Lopez on Zoom, she stated, “Wow, you are pretty.” Later in the meeting, she told Ms. Lopez, “Richard has been wanting to meet you in person.”

21. During that meeting, even though Mr. Brown and Ms. Lopez were both attending the meeting, Mr. Brown inexplicably texted Ms. Lopez, “Good afternoon.” Mr. Brown and Ms. Snodgrass then informed the attendees that no one else was going to be terminated and that everyone who could not justify their work had already been terminated, meaning that in the eyes of the new administration, the remaining attendees were all integral to the operations of the union. Ms. Lopez was greatly relieved to learn that her job was safe.

22. Ms. Lopez stressed that the Local 1000 could improve its social media outreach efforts. The new administration, and particularly Mr. Brown, were very excited by the prospect of improving the Local 1000’s social media presence and appreciated Ms. Lopez’s offer to do so.

23. As the meeting was coming to a close, Mr. Brown began awkwardly and repeatedly emphasizing Ms. Lopez’s first name at the end of the call, drawing out her name: “Deeema.”²⁷

➤ **After Lopez made plans to meet Brown in person, Lopez alleged that he repeatedly called her and asked if she was going to stay in a hotel room the night before the meeting.**

- According to the Sept. 28, 2021, Complaint:

²⁶ *Lopez v. SEIU Local 1000*, [Superior Court of California](#), Sept. 28, 2021

²⁷ *Lopez v. SEIU Local 1000*, [Superior Court of California](#), Sept. 28, 2021

24. After Mr. Brown repeatedly insisted that Ms. Lopez meet him in person, Ms. Lopez made plans to fly from Los Angeles to Sacramento on Friday, July 30, 2021. She intended only to stay for one meeting which would last about an hour. Mr. Brown personally called Ms. Lopez and, without reason and unprovoked, asked her whether she was going to stay in a hotel room in Sacramento the night before their meeting. Ms. Lopez replied, “No.” Mr. Brown then asked if he could pick up Ms. Lopez from the airport when she arrived. Again, Ms. Lopez politely declined.

25. Knowing that the President of SEIU 1000 had no legitimate reason to concern himself with her mundane travel plans and logistics, Ms. Lopez felt uncomfortable after the interaction. She had already felt uncomfortable with previous interactions with Mr. Brown as well, but his inquiries into her travel plans made her feel compelled to draw the line. She knew that she was well within her right to inform Human Resources that Mr. Brown’s odd interactions with her were unwelcome. For example, she knew that Mr. Brown would not have asked a visiting male employee whether he was staying in a hotel the night before the meeting and would not have asked to pick the male employee up from the airport. To her, from the outset, she wanted to establish her boundaries. She felt that if she sought boundaries from the outset, and if the new administration respected said boundaries, she could work alongside the new administration in a professional manner and move forward.²⁸

➤ **Lopez allegedly complained to human resources and was told Brown “does this with everybody.”**

- According to the Sept. 28, 2021, Complaint:

26. Ms. Lopez called Human Resources Director Alex Arnone (“Mr. Arnone”) and verbally complained about her interactions with Mr. Brown. She mentioned the peculiar text during a zoom meeting that both were attending and Mr. Brown’s personal call in which he asked whether Ms. Lopez had a hotel room and whether she needed a ride from the airport. She told Mr. Arnone that Mr. Brown’s interactions with her made her feel weird and uncomfortable. Ms. Lopez complained in hopes that Human Resources would investigate and set certain professional boundaries for Mr. Brown. Rather than offer to do so, however, Mr. Arnone simply told Ms. Lopez, “Don’t worry, you’re not special. He does this with everybody.” He did not otherwise offer any recourse for Ms. Lopez.²⁹

➤ **At the meeting, Lopez was allegedly interrogated by Brown.**

- According to the Sept. 28, 2021, Complaint:

28. Around 10:30 AM on July 30, 2021, Ms. Lopez entered Mr. Brown’s office for their meeting. As Mr. Brown was shutting his office door behind her, he told her

²⁸ *Lopez v. SEIU Local 1000*, [Superior Court of California](#), Sept. 28, 2021

²⁹ *Lopez v. SEIU Local 1000*, [Superior Court of California](#), Sept. 28, 2021

that he typically does not have meetings alone with employees but that he wanted to meet alone with her. As soon as Mr. Brown and Ms. Lopez sat down, Mr. Brown began to interrogate Ms. Lopez in an intimidating manner. He repeatedly asked her, “What do you know about me? Tell me everything you know.” He followed each time with, “Are you telling the truth? Are you sure?” This went on for at least twenty minutes. Then, Mr. Brown asked what Ms. Lopez’s “family” knows about him. Mr. Brown was presumably referring to Ms. Lopez’s husband Oscar, who as noted previously, runs SEIU’s recall opposition campaign - something Mr. Brown outspokenly opposes.

29. As the meeting progressed, Mr. Brown became increasingly hostile towards Ms. Lopez. In an effort to further intimidate and assert dominion over Ms. Lopez, Mr. Brown demanded that Ms. Lopez read his campaign materials from his election out loud to him, line by line. Ms. Lopez, as a staff member, is not supposed to have any involvement in his electoral politics or his campaign for President of the Local 1000. Mr. Brown’s demands made clear that his goal for the meeting was not to learn more about Ms. Lopez or her department: it was to humiliate intimidate her³⁰

➤ **Brown’s Chief of Staff allegedly became openly hostile towards Lopez and she reported the harassment to human resources again.**

- According to the Sept. 28, 2021, Complaint:

44. Ms. Snodgrass demanded that Ms. Lopez send out an email to all SEIU 1000 represented employees about the debate. Ms. Lopez responded by telling Ms. Snodgrass that she believed it may be illegal to send such political communications to the union’s non-member represented employees. Ms. Snodgrass responded by claiming the email was “issues-based,” which was nonresponsive and indicated that Ms. Snodgrass was confused and that she did not understand the situation and Ms. Lopez’s concerns. In response, Ms. Lopez made clear that the debate involved candidates in an election and reiterated that they should check with in-house counsel to make sure it was legal to send communications regarding their political events to nonmember employees. Omega agreed with Ms. Lopez, stating that she believed the proposed action would be illegal. When Ms. Lopez brought up speaking with in-house counsel, Ms. Snodgrass became extremely upset and instructed Ms. Lopez not to ask in-house counsel for her legal opinion. Ms. Snodgrass made clear that she did not want Ms. Lopez to disclose this matter to inhouse counsel.

45. Ms. Snodgrass’ hostility made clear to Ms. Lopez that she was now being targeted by both the President and Chief of Staff of the new administration. Soon after, Ms. Lopez called Human Resources Director Arnone. In addition to Ms. Snodgrass’ hostility, which appeared to be retaliatory, Ms. Lopez could not shake the two-hour confrontational meeting with Mr. Brown and wanted to make clear that she would not tolerate his hostility and intimidation. She also wanted Human Resources to conduct an investigation and prevent Mr. Brown from further harassing her. She was

³⁰ *Lopez v. SEIU Local 1000*, [Superior Court of California](#), Sept. 28, 2021

nervous about their upcoming meeting scheduled for August 11, 2021, and whether Mr. Brown would further humiliate and harass her. When Mr. Arnone picked up the phone, Ms. Lopez asked him whether he could ensure the confidentiality of their conversation. In response, Mr. Arnone said, “It depends. Is it about you? About the organization?” Ms. Lopez stated, “It’s about me and an interaction with someone else.”

46. Mr. Arnone immediately knew who Ms. Lopez was alluding to and what the complaint was about after their previous conversation: Mr. Brown and his harassment. Mr. Arnone responded, “Is it sexual harassment? Because I’d have to report it.” Ms. Lopez fell silent. In response, Mr. Arnone sarcastically stated, “Well, this doesn’t give me a pit in my stomach or anything.” Mr. Arnone then abruptly told Ms. Lopez, “I need to call you back,” and ended the call. Mr. Arnone never called Ms. Lopez back.³¹

➤ **Lopez was placed on administrative leave and not given a reason as to why.**

- According to the Sept. 28, 2021, Complaint:

50. Later that afternoon, Ms. Lopez received a call from Mr. Arnone and another Human Resources employee, Karla Swanson. Mr. Arnone informed Ms. Lopez that he had received a “directive” from Mr. Brown to place her on Administrative Time Off. Ms. Lopez began crying and asked Mr. Arnone if she could call back after she was done crying. Mr. Arnone said, “No, I’ll wait.” Ms. Lopez told Mr. Arnone that she would cry with her phone on mute. Ms. Lopez then asked Mr. Arnone, “is this because of the call I made to you yesterday?” Mr. Arnone was silent. He then asked Ms. Lopez to look at the letter he had sent to her indicating that she was being put on leave and asked Ms. Lopez if she had any questions. When Ms. Lopez asked why she was being put on leave, Mr. Arnone again did not respond.³²

➤ **A few days later, Lopez was terminated.**

- According to the Sept. 28, 2021, Complaint:

53. On August 6, 2021, SEIU 1000 terminated Ms. Lopez. The basis given by SEIU 100 for Plaintiff’s termination read as follows: “[y]our services are no longer needed[.]” The termination letter was signed by Mr. Arnone.³³

Defendant’s Answer

➤ **SEIU Local 1000 answered the complaint with a general denial of the allegations.**

- According to the Sept. 28, 2021, Answer:

³¹ *Lopez v. SEIU Local 1000*, [Superior Court of California](#), Sept. 28, 2021

³² *Lopez v. SEIU Local 1000*, [Superior Court of California](#), Sept. 28, 2021

³³ *Lopez v. SEIU Local 1000*, [Superior Court of California](#), Sept. 28, 2021

Under the provisions of section 431.30 of the California Code of Civil Procedure, Defendants deny each, every and all of the allegations of said Complaint, and the whole thereof, and deny that Plaintiff has sustained damages in the sums alleged, or in any other sum, or at all. Further answering Plaintiff's Complaint on file herein, and the whole thereof, Defendants deny that Plaintiff has sustained any injury, damage or loss, if any by reason of any act or omission of Defendants or their agents or employees.³⁴

Settlement

- In 2022, the case was settled.
 - According to the May 23, 2022, Notice of Settlement:³⁵

Electronically Received 05/25/2022 12:09 PM	ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Kipp Mueller, Esq. [SBN 299984] 117 E. Colorado Blvd, Suite 465 Pasadena, CA 91105 TELEPHONE NO: 6292404850 FAX NO. (Optional): E-MAIL ADDRESS (Optional): kmueller@brentfiol.com ATTORNEY FOR (Name): Deema Lopez		CM-200 FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles 05/25/2022 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>E. Garcia</u> Deputy	
	SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles CA 90012 BRANCH NAME: Civil			
	PLAINTIFF/PETITIONER: Deema Lopez DEFENDANT/RESPONDENT: SEIU Local 1000, et al.			
	NOTICE OF SETTLEMENT OF ENTIRE CASE		CASE NUMBER: 21STCV35688 JUDGE: Hon. Duffy-Lewis DEPT.: 38	
	NOTICE TO PLAINTIFF OR OTHER PARTY SEEKING RELIEF You must file a request for dismissal of the entire case within 45 days after the date of the settlement if the settlement is unconditional . You must file a dismissal of the entire case within 45 days after the date specified in item 1b below if the settlement is conditional . Unless you file a dismissal within the required time or have shown good cause before the time for dismissal has expired why the case should not be dismissed, the court will dismiss the entire case.			
To the court, all parties, and any arbitrator or other court-connected ADR neutral involved in this case: 1. This entire case has been settled. The settlement is: a. <input checked="" type="checkbox"/> Unconditional. A request for dismissal will be filed within 45 days after the date of the settlement. Date of settlement: May 23, 2022 b. <input type="checkbox"/> Conditional. The settlement agreement conditions dismissal of this matter on the satisfactory completion of specified terms that are not to be performed within 45 days of the date of the settlement. A request for dismissal will be filed no later than (date):				

Villanueva v. SEIU Local 2015

Complaint

- In 2021, Villanueva sued the SEIU Local 2015 for a host of complaints, mainly sexual discrimination.
 - According to the July 16, 2021, Complaint:

1. DISCRIMINATION IN VIOLATION OF THE FEHA;

³⁴ *Lopez v. SEIU Local 1000*, [Superior Court of California](#), Nov. 12, 2021

³⁵ *Lopez v. SEIU Local 1000*, [Superior Court of California](#), May 25, 2022

2. HOSTILE WORK ENVIRONMENT HARASSMENT IN VIOLATION OF THE FEHA;
 3. RETALIATION IN VIOLATION OF THE FEHA;
 4. FAILURE TO PROVIDE REASONABLE ACCOMODATION IN VIOLATION OF THE FEHA;
 5. FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN VIOLATION OF FEHA;
 6. FAILURE TO PREVENT DISCRIMINATION, HARASSMENT OR RETALIATION IN VIOLATION OF FEHA;
 7. BREACH OF EXPRESS ORAL CONTRACT NOT TO TERMINATE EMPLOYMENT WIHTOUT GOOD CAUSE;
 8. BREACH OF IMPLIED-IN-FACT CONTRACT NOT TO TERMINATE EMPLOYMENT WITHOUT GOOD CAUSE;
 9. NEGLIGENT HRING, SUPERVISION, AND RETENTION;
 10. WRONGFUL TERMINATION OF EMPLOYMENT IN VIOLATION OF PUBLIC POLICY;
 11. WHISTLEBLOWER RETALIATION (LABOR CODE & 1102.5);
 12. INTENTIONAL INFLICITON OF EMOTIONAL DISTRESS³⁶
- **Villanueva alleged that her supervisor gave preferential treatment to male employees. Villanueva reported this to human resources.**
- According to the July 16, 2021, Complaint:
 - b. Shortly after Villanueva was assigned to Jackson, Villanueva told Jackson that her son has autism and the earliest she could be in the office is 11:00 a.m., even though Villanueva conducted work duties, such as answering phone calls, since 9:00 a.m.
 - c. Beginning on or about February 2019 once Jackson became her supervisor, Villanueva noticed that Jackson giving preferential treatment to male employees. In or around March 2019, during several collaborative meetings with the team, Avines voiced her disagreement with some of Jackson's ideas for flyers, goals or ideas for the union. Because Avines was vocal about her vision for the union, Jackson transferred Avines out of the department, despite the collaborative nature of these

³⁶ *Villanueva v. SEIU Local 2015*, [Superior Court of California](#), July 16, 2021

meetings. However, Jackson did not transfer similarly situated, male employees who voiced their disagreements at these meetings out of the department.

d. In or about June 2019, Villanueva attended a work meeting where Hayes (a female) presented a campaign plan to Jackson for feedback. Without even looking at the plan, Jackson pushed it back to Hayes and said “You should look at Andres’ plan. It’s a better one.” Andres was a male colleague of Hayes. Villanueva became frustrated with Jackson’s disparate treatment between men and women and reported Jackson’s disparate treatment to the Director of Human Resources Sabrina Neal (“Neal,”) who did not investigate.³⁷

➤ **After the complaint, Villanueva claimed her treatment became worse.**

- According to the July 16, 2021, Complaint:

e. After her complaint to Human Resources, Jackson emailed Villanueva that she was to start reporting to the office at 9:00 a.m., despite his knowledge of her autistic son’s needs.

f. On or about July 22, 2019, Villanueva attended a meeting with Jackson and her subordinates. During the meeting, Jackson announced, “I spoke to Paul and we are going to make a departmental change. Now Paul is going to oversee part of Susana’s work.” Villanueva was confused and shocked at this sudden and unexpected announcement.³⁸

➤ **Villanueva witnessed a female coworker being kicked out of a meeting after a confronting Jackson about his bias.**

- According to the July 16, 2021, Complaint:

h. On or about August 5, 2019, Villanueva (who still had not heard back from human resources), attended a meeting with Jackson and other staff. During the meeting, Jackson said, “What do you think about this Paul?” Hayes replied, “You should ask everyone else not just Paul.” Jackson yelled and said, “Don’t start with me! Please excuse yourself from the meeting” and kicked Hayes out of the meeting. Villanueva, who was appalled and upset by Jackson’s continued hostility toward women, excused herself from the meeting and said, “I am not going to be part of a hostile environment” and left the meeting in tears.³⁹

➤ **After returning from a medical leave (for workplace stress), Villanueva met with an investigator to follow up on the human resources failure to resolve the hostile work environment created by Jackson.**

³⁷ *Villanueva v. SEIU Local 2015*, [Superior Court of California](#), July 16, 2021

³⁸ *Villanueva v. SEIU Local 2015*, [Superior Court of California](#), July 16, 2021

³⁹ *Villanueva v. SEIU Local 2015*, [Superior Court of California](#), July 16, 2021

- According to the July 16, 2021, Complaint:

l. On or about August 20, 2019, Villanueva reported to the investigator that human resources failed to take any action in response to her complaints of discriminatory treatment and hostile environment toward women. Villanueva further informed the investigator that she felt like she was stripped from her responsibilities by Jackson and her along with other female staff were being retaliated against. This interview lasted for four hours and the investigator informed Villanueva that the entire investigation was to last approximately five-to-six weeks.⁴⁰

➤ **Villanueva alleges that she was pushed out of her department after the complaint.**

- According to the July 16, 2021, Complaint:

n. On or about September 19, 2019, called Cruz back and said, “Rickman held a training meeting with the department managers and I was excluded from this meeting, can you clarify that I still have the same job title and description?” Cruz said, “You do not need to be in the training you can just sit tight at home and wait for details on your new assignment.” Villanueva responded, “am I still Deputy Director?” Cruz replied, “Your pay and title are not changing. But we are not going to hold you to the responsibilities of the department while you’re working with another person on a campaign.” Villanueva replied, “Am I being pushed out because it feels that way. I filed a complaint about discrimination and harassment, and I feel I am being retaliated against.” Cruz replied, “HR and attorneys are working on that and I am not.” Cruz did not deny that Villanueva was being pushed out of the company or that she was discriminated, harassed and retaliated against.⁴¹

➤ **After experiencing medical issues, Villanueva alleges that she was placed on administrative leave.**

- According to the July 16, 2021, Complaint:

u. On or about, January 22, 2020, Neal came into Villanueva’s office, handed her a letter and said, “you need to pick up your things and go home because you are being put on administrative leave. We are doing an investigation against you. We will discuss your (accommodation) request after the investigation.” Villanueva asked, “what are the allegations?” Neal replied, “Just go home.” Villanueva responded, “when you opened an investigation against Director Rick, you did not put him on administrative leave.” Neal, “I’m not going to sit here and argue. You should go home,” then left the office and slammed the door. Villanueva opened the letter provided by Neal which stated, “You are not to have contact with any staff from the Local, any of the members (more than 400,000), customers, or contractors. Your email and accounts have been blocked. You must ask HR before entering the

⁴⁰ Villanueva v. SEIU Local 2015, [Superior Court of California](#), July 16, 2021

⁴¹ Villanueva v. SEIU Local 2015, [Superior Court of California](#), July 16, 2021

office.” Villanueva was mortified and extremely anxious after this encounter and felt like after 25 years of service, she was being pushed out of the company.⁴²

➤ **After returning, Villanueva alleged she continued to be treated poorly by Jackson and was terminated because of him.**

○ According to the July 16, 2021, Complaint:

bb. In or about May 2020, Jackson continued to treat Villanueva in a discriminatory manner and continued to strip her from her responsibilities. There was an instance when Villanueva sent an email to all of her subordinates and Jackson, requesting a copy of their campaign plans, work plans, and information so she could get up to speed. However, Jackson instructed Villanueva that all the coordinators would now be reporting directly to him and no longer to her.

cc. In or about May 2020, Jackson sent an email to Neal and Villanueva stating that Villanueva was not meeting expectations, despite a track record to the contrary.

15. Defendants’ termination of plaintiff’s employment: On or about June 19, 2020, to her surprise, Villanueva received a termination letter, falsely alleging that “Susana bullied/intimidated some staff and brought them to tears. Because this is an organization of homecare providers, there is a human side of it.”⁴³

Defendant’s Answer

➤ **SEIU Local 2015 denied the allegations both generally and specifically.**

○ According to the Oct. 4, 2021, Answer:

Pursuant to California Code of Civil Procedure §431.30, DEFENDANTS generally and specifically deny each and every allegation contained in the Complaint, and each and every part thereof, and each and every cause of action therein. DEFENDANTS further deny any and all wrongful conduct, whether or not alleged in the Complaint. DEFENDANTS also deny that PLAINTIFF suffered or incurred or will incur or will suffer any injury, loss or damages by reason of any act or omission by DEFENDANTS or any agents, servants and/or employees of DEFENDANTS and further deny that PLAINTIFF is entitled to any relief whatsoever.⁴⁴

Settlement

➤ **In 2023, the court filed a notice of settlement for the case.**

⁴² *Villanueva v. SEIU Local 2015*, [Superior Court of California](#), July 16, 2021

⁴³ *Villanueva v. SEIU Local 2015*, [Superior Court of California](#), July 16, 2021

⁴⁴ *Villanueva v. SEIU Local 2015*, [Superior Court of California](#), Oct. 4, 2021

- According to the March 31, 2023, Notice of Settlement:⁴⁵

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Carney R. Shegerian, Esq. (SBN 150461); Rosie Zilifyan, Esq. (SBN. 328868) Shegerian & Associates, Inc. 11520 San Vicente Boulevard, Los Angeles, California 90049 TELEPHONE NO.: (310)860-0770 FAX NO. (Optional): (310)860-0771 E-MAIL ADDRESS (Optional): CShegerian@shegerianlaw.com; RZilifyan@shegerianlaw.com ATTORNEY FOR (Name): Plaintiff, Susana Villanueva	FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 4/03/2023 12:00 AM David W. Slayton, Executive Officer/Clerk of Court, By A. Miro, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Stanley Mosk Courthouse	
PLAINTIFF/PETITIONER: Susana Villanueva DEFENDANT/RESPONDENT: SEIU Local 2015, et al.	
NOTICE OF SETTLEMENT OF ENTIRE CASE	CASE NUMBER: 21STCV26326
	JUDGE: Wendy Chang DEPT.: 36
NOTICE TO PLAINTIFF OR OTHER PARTY SEEKING RELIEF You must file a request for dismissal of the entire case within 45 days after the date of the settlement if the settlement is unconditional . You must file a dismissal of the entire case within 45 days after the date specified in item 1b below if the settlement is conditional . Unless you file a dismissal within the required time or have shown good cause before the time for dismissal has expired why the case should not be dismissed, the court will dismiss the entire case.	
To the court, all parties, and any arbitrator or other court-connected ADR neutral involved in this case: 1. This entire case has been settled. The settlement is: a. <input type="checkbox"/> Unconditional . A request for dismissal will be filed within 45 days after the date of the settlement. Date of settlement: b. <input checked="" type="checkbox"/> Conditional . The settlement agreement conditions dismissal of this matter on the satisfactory completion of specified terms that are not to be performed within 45 days of the date of the settlement. A request for dismissal will be filed no later than (date): June 1, 2023	

Roman v. SEIU Local 99

Complaint

- In 2022, Roman alleged a series of violations against SEIU Local 99.
 - According to the Dec. 20, 2022, Complaint:
 1. DISCRIMINATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.;
 2. HARASSMENT IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.;
 3. RETALIATION IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.;
 4. FAILURE TO PREVENT DISCRIMINATION, HARASSMENT AND RETALIATION IN VIOLATION OF GOV'T CODE §12940(k);
 5. RETALIATION IN VIOLATION OF GOV'T CODE §§12945.2 ET. SEQ.;
 6. FAILURE TO PROVIDE REASONABLE ACCOMMODATIONS IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.;

⁴⁵ Villanueva v. SEIU Local 2015, [Superior Court of California](#), March 31, 2023

7. FAILURE TO ENGAGE IN A GOOD FAITH INTERACTIVE PROCESS IN VIOLATION OF GOV'T CODE §§12940 ET SEQ.;

8. RETALIATION (LAB. CODE §98.6));

9. RETALIATION (LAB. CODE §1102.5); AND

10. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY; DEMAND OVER \$25,000

[DEMAND FOR JURY TRIAL]⁴⁶

➤ **Roman claimed that Manager Pamela Stevenson threatened him with violence, and he feared retaliation if he reported her to human resources.**

○ According to the Dec. 20, 2022, Complaint:

17. Within the first several weeks of employment, in or around May 2018, while Plaintiff was assisting the Internal Organizing Department with member organizing efforts, Manager Pamela Stevenson (“Stevenson”) approached Plaintiff while attempting to troubleshoot a printing issue on the printer. Stevenson looked at Plaintiff in the eye and told him, “You better not have broken that printer or I’ll break your neck.” Plaintiff felt embarrassed and humiliated by Stevenson’s verbal threats to him as there were approximately four other staff members in the room with them. As Plaintiff was a probationary employee, he feared that reporting Stevenson’s threats of violence might lead to retaliation and ultimate termination.⁴⁷

➤ **After passing the probationary period, Roman alleged that he expressed reservations about closely working with Stevenson.**

○ According to the Dec. 20, 2022, Complaint:

19. In or around early February 2019, approximately one week after passing probation, Plaintiff was informed that Stevenson would start being included in communications regarding his work and would begin to sit in on his meetings regarding his work on a specific campaign he was assigned to. Given Stevenson’s demonstrated past threats and demonstrated aggression towards him, Plaintiff submitted a written complaint to Nancy Calderon (“Calderon”), Director of Operations and Pedro Doe (“Pedro”), Human Resources Representative, expressing his reservations about Stevenson sitting in on meeting with him given her threats physical of assault and aggressive conduct directed towards him.⁴⁸

⁴⁶ *Roman v. SEIU Local 99*, [Superior Court of California](#), Dec. 20, 2022

⁴⁷ *Roman v. SEIU Local 99*, [Superior Court of California](#), Dec. 20, 2022

⁴⁸ *Roman v. SEIU Local 99*, [Superior Court of California](#), Dec. 20, 2022

➤ **Roman alleged that another employee (Manuel Rangel) was physically aggressive with him.**

- According to the Dec. 20, 2022, Complaint:

20. In response to Plaintiff's complaint, Local 99's Human Resources Representative, Max Arias ("Arias") met with Plaintiff to discuss his concerns. Plaintiff communicated his concerns that Stevenson's conduct directed towards him was unacceptable and made him feel unsafe, especially because of a unrelated incident involving another Local 99 employee in 2017 wherein that employee was physically aggressive towards Plaintiff as well. On Arias' insistence, Plaintiff disclosed the name of that employee as Manuel Rangel ("Rangel") with Arias' reassurance that Rangel would not be reprimanded over an incident outside of work that occurred years prior.⁴⁹

➤ **After the complaint, Roman claimed Rangel seemed hostile to him.**

- According to the Dec. 20, 2022, Complaint:

21. Thereafter, on or about February 26, 2019, while Plaintiff was at the printer working, Rangel approached Plaintiff, looked at Plaintiff and told him with a curious grin, "hey, you need to be careful with those printers, that they don't break." As Rangel walked away, Plaintiff asked Rangel why he told him that. Rangel responded that he was playing and slammed the door as he exited the room. Despite Rangel claiming that he was playing, Plaintiff was not remiss about the timing of Rangel's veiled threat and its similarity to Stevenson's prior threats of violence at the printer.⁵⁰

➤ **Roman alleged that Stevenson retaliated against him for the complaint by changing his work assignments.**

- According to the Dec. 20, 2022, Complaint:

23. Thereafter, in the year that followed, Stevenson's retaliation against Plaintiff, directly and indirectly, included, but was not limited to, abrupt changes in his immediate supervisors and unnecessary changes to his work assignments; failing to include Plaintiff in work-related communications instructing employees to participate in mandatory meetings; misinformation about his work duties; setting unrealistic performance expectations that no other employee was held to; and changing performance standards without notice and then holding him to those unnoticed performance standards.

24. Then, in or around February 2020, Local 99 again changed his work assignment which required him to work directly under Stevenson as his supervisor to whom he

⁴⁹ *Roman v. SEIU Local 99*, [Superior Court of California](#), Dec. 20, 2022

⁵⁰ *Roman v. SEIU Local 99*, [Superior Court of California](#), Dec. 20, 2022

reported to. Plaintiff immediately protested the new work assignment and complained to Local 99 of Stevenson's ongoing retaliation.⁵¹

➤ **Roman alleged that he took his complaints to the staff union and Local 99's retaliation became even worse.**

- According to the Dec. 20, 2022, Complaint:

25. Instead of addressing Plaintiff's concerns about working with Stevenson, in or around March 2020, Local 99 assigned Plaintiff to new work that was considered a demotion from the work he was hired for. In response to the demotion, Plaintiff filed a grievance through the staff union and requested a remedy. In response, Local 99 not only did the retaliation persist, but it escalated in the form of discipline, continued abrupt changes to work assignments, and changes in his supervisors without any notice whatsoever. The persistent retaliation against Plaintiff caused a hostile work environment for Plaintiff.⁵²

➤ **Roman alleged that SEIU Local 99 did not accommodate a medical condition he suffered from as a result of the hostile work environment.**

- According to the Dec. 20, 2022, Complaint:

26. As a result of the hostile work environment, Plaintiff's mental health was impacted, which limited my ability to perform the major life activity of working, and he required medical treatment.

27. In or around March 2020, Plaintiff informed Local 99 of his disability and/or medical condition. Plaintiff notified Local 99 of his disability and/or medical condition and subsequent work restrictions. In response to his request for accommodation to Local 99, Local 99 denied his request for a reasonable accommodation.

28. To cope with the stress caused by the hostile work environment, Plaintiff took intermittent leaves of absence.⁵³

➤ **Plaintiff alleged he was fired a short time later.**

- According to the Dec. 20, 2022, Complaint:

31. Then, between November 9, 2020, and December 18, 2020, Local 99's retaliation of Plaintiff intensified from discipline to suspension, and, ultimately, Plaintiff's wrongful termination. Stevenson was actively engaged in the decisions to discipline,

⁵¹ *Roman v. SEIU Local 99*, [Superior Court of California](#), Dec. 20, 2022

⁵² *Roman v. SEIU Local 99*, [Superior Court of California](#), Dec. 20, 2022

⁵³ *Roman v. SEIU Local 99*, [Superior Court of California](#), Dec. 20, 2022

suspend, and terminate Plaintiff's employment on December 18, 2020. Plaintiff was given formal notice and given his final pay on December 18, 2020.

32. Defendants discriminated, harassed, and retaliated against Plaintiff by terminating his employment after Plaintiff informed them of his disability or perceived disability, medical condition or perceived medical condition, request for accommodations, and engaging in protected activity.⁵⁴

Defendant's Answer

➤ **SEIU Local 99 issued a general denial of the allegations in the complaint.**

- According to the March 27, 2023, Answer:

Pursuant to California Code of Civil Procedure § 431.30, Local 99 denies, generally and specifically, each and every allegation in the Complaint. Local 99 further denies, generally and specifically, that Plaintiff has been injured in any manner or that Plaintiff is entitled to relief or damages of any kind in any amount. Local 99 further denies that Plaintiff has sustained any injury, damage, or loss, if any, by reason of any act or omission of Defendant or its agents or employees.⁵⁵

Court Order

➤ **The case is currently in mediation with a trial set to take place in December of 2023.**

- According to the Aug. 23, 2023, Court Order:

The matter is called for hearing.

Court read and considered the joint statement re post mediation status conference filed
08/15/2023.

Court hears from counsel regarding the status of discovery and depositions.

Counsel inform the Court that mediation is scheduled for 11/02/2023 and plaintiff's deposition is scheduled for 09/27/2023.

After hearing from both sides, the Post-Mediation Status Conference scheduled for 08/22/2023 is continued to 11/13/2023 at 09:30 AM in Department 69 at Stanley Mosk Courthouse.

The Final Status Conference and the trial remain as previously set.

⁵⁴ *Roman v. SEIU Local 99*, [Superior Court of California](#), Dec. 20, 2022

⁵⁵ *Roman v. SEIU Local 99*, [Superior Court of California](#), March 27, 2023

Counsel shall appear in person for the Final Status Conference hearing.

Counsel for Plaintiff is to give notice.⁵⁶

Talbert Mitchell v. SEIU Local 721

Allegation(s)

- **Mitchell alleged that he was retaliated against for notifying the legal department about a backlog of member grievance cases marked for arbitration.**

- According to Sept. 2, 2016, Declaration of Talbert Mitchell:

25. In early 2013, cases marked for arbitration began to backlog in our system. Advocates would perform their due diligence by filing cases for arbitration that Advocacy was unable to resolve and contact Legal to inform them of the status change. A member of my staff would then go into CMS and change the handling “officer” to a member of the legal team.

26. On countless occasions I and other members of my staff in Advocacy attempted to notify Yee and Najeeb Khoury (“Khoury”) in Legal that case files had been transferred and the physical files were ready to be picked up. Legal rarely, if ever, came to get these cases files from Advocacy and often times our contact with Legal went unacknowledged. This did not deter us from attempting to communicate with Legal about these cases, however, attempted contact with Legal was continually ignored.⁵⁷

- **Mitchell believed that the local was breaching its duty of fair representation based on the backlog.**

- According to Sept. 2, 2016, Declaration of Talbert Mitchell:

30. Based on the number of cases that had been filed for arbitration that were backlogged in CMS, it was my belief the Local was breaching its duty of fair representation to its members and a member would have a right to file a complaint with the Labor Board. These cases involved real money, such as a member’s back pay or months, sometimes years of unpaid wages, not simply just a reinstatement in a position.⁵⁸

- **Mitchell alleges that he was out on medical leave after a surgery and a bad infection, and the union questioned if he needed to be on leave so long.**

- According to Sept. 2, 2016, Declaration of Talbert Mitchell:

⁵⁶ *Roman v. SEIU Local 99*, [Superior Court of California](#), Aug. 23, 2023

⁵⁷ *Mitchell v. SEIU Local 721*, [Superior Court of California](#), Sept. 2, 2016

⁵⁸ *Mitchell v. SEIU Local 721*, [Superior Court of California](#), Sept. 2, 2016

37. During the time I was recovering from surgery, I came into the Department assist Yee in interviewing several advocates for the Department. When I arrived, I met with Yee and Garcia. Before the interviews commence, Yee commented to me that Valdez was upset I had left Advocacy when I did and that I was misrepresenting my need to be out on medical leave for so long. This was deeply distressing to me and I explained I had contracted an infection as a result of the surgery and my doctor had extended my leave.⁵⁹

➤ **Mitchell alleged the legal department was closing grievance cases without an investigation.**

- According to Sept. 2, 2016, Declaration of Talbert Mitchell:

42. In late January 2014 right after I returned to work, I began receiving a number of calls from members requesting status updates on their cases. When I pulled up their case in CMS, I noticed the case was marked as “Closed”. When I asked if the member had received any notice of their case being closed, they staunchly denied ever having been informed. I discussed with Aguilar and a number of the other advocates in the Department including Craig McNare and it was confirmed they had received similar calls. It was my suspicion that Legal was unilaterally closing cases to dispel the rumor of the 500+ case backlog.⁶⁰

➤ **Mitchell alleged that he and his coworker asked for a report on the closed cases.**

- According to the Sept. 2, 2016, Declaration of Talbert Mitchell:

45. Aguilar and I discussed the issue and she affirmed she had taken the same type of calls where members had not been informed their case was being closed. The two of us made the decision to generate a report that would show cases that were closed in the past three months. Aguilar contacted IT and asked for a report based on these criteria. I provided my approval to IT and the report was sent. Thereafter, Aguilar was to present the report to Gilda at their next meeting. Based on my conversations with Aguilar, it is my understanding she presented the report to Valdez sometime in late February or early March 2014.⁶¹

➤ **Mitchell alleged that he was terminated following the release of the report.**

- According to the Sept. 2, 2016, Declaration of Talbert Mitchell:

58. On March 17, 2014, I was called up to an office on the eighth floor and was presented with a separation agreement and a letter from Valdez stating the Local sought to end its employment relationship with me. These two documents were presented to me by Schoonover, Dent and Garcia. Schoonover stated that, “We

⁵⁹ *Mitchell v. SEIU Local 721*, [Superior Court of California](#), Sept. 2, 2016

⁶⁰ *Mitchell v. SEIU Local 721*, [Superior Court of California](#), Sept. 2, 2016

⁶¹ *Mitchell v. SEIU Local 721*, [Superior Court of California](#), Sept. 2, 2016

want you to be a man about this, Talbert. We want you to sign this.” I state I would need to read it first and the group told me I could take the rest of the day off to read it over and provide an answer the next day. I said I would. Garcia informed me if I signed they would “pay me until the end of the week” and would allow me to keep my medical benefits. Attached as Exhibit 24 is a true and correct copy of the March 17, 2014 letter from Valdez with the Separation Agreement Attached..⁶²

Editor’s Note: Mitchell alleged he was terminated after deciding not to sign the letter.

Defendant’s Answer to Amended Complaint

- **SEIU Local 721 stated that every claim by the Plaintiff failed for several reasons, but mainly because the case failed as a matter of law and there were no “triable issues of any material fact.”**

- According to the July 6, 2016, Motion for Summary Judgement:

PLEASE TAKE NOTICE that on September 19, 2016, at 8:30 a.m., or as soon as thereafter as this matter may be heard before the honorable Susan Bryant-Deason in Department 52 of the Los Angeles Superior Court, located at 111 North Hill Street, Los Angeles, California 90012, Defendants SEIU Local 721, SEIU Local 721 CTW CLC, Rocio Garcia-Reyes, and Bob Schoonover (collectively, “Defendants”) will and hereby do move this Court, pursuant to California Code of Civil Procedure section 437c, for an Order granting summary judgement or, in the alternative summary adjudication as to the causes of action asserted in the Third Amended Complaint of Plaintiff Talbert Mitchell (Plaintiff Talbert Mitchell (“Plaintiff”), on the grounds that Plaintiff’s claims fail as a matter of law and there are no triable issues of any material fact..⁶³

Jury Verdict

- **Mitchell won the jury verdict against SEIU Local 721, after the jury determined the union had engaged in whistleblower and disability retaliation against him.**

- According to the Nov. 27, 2017, Jury Verdict:

It appearing by reason of said special verdicts that Talbert Mitchell is entitled to judgement against SEIU Local 721, damages in the sum of \$8,461,391, together with costs and attorneys’ fees to be determined by the Court, collectively with interest thereon at the rate of ten percent per annum, along with prejudgment interest to be determined by the Court..⁶⁴

⁶² *Mitchell v. SEIU Local 721*, [Superior Court of California](#), Sept. 2, 2016

⁶³ *Mitchell v. SEIU Local 721*, [Superior Court of California](#), Jul. 6, 2016

⁶⁴ *Mitchell v. SEIU Local 721*, [Superior Court of California](#), Nov. 27, 2017

Editor's Note: The sum was later reduced to \$6.6 million by the court.⁶⁵

⁶⁵ "SEIU Local Must Pay \$6.6 Million for Job Bias, Retaliation," [Bloomberg Law](#), Jan. 9, 2020



PERSONAL INJURIES AND WRONGFUL DEATH

ELIZABETH GARCIA VS. SEIU LOCAL 121 RN

Whistleblower Retaliation

DEEMA LOPEZ vs. SEIU LOCAL 1000

**Intentional Infliction
of Emotional Distress**

**Sexual Harassment
in Violation of the
Fair Employment
and Housing Act**

**FAILURE TO PREVENT
DISCRIMINATION AND
HARASSMENT**

LISA GUDE VS. SEIU LOCAL 721

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