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10 **UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

11 **CAMILLE BOURQUE and PETER  
12 MOREJON**, individuals,

13 Plaintiffs,

14 v.

15 **ENGINEERS AND ARCHITECTS  
16 ASSOCIATION**, *a labor organization*; the  
17 **CITY OF LOS ANGELES**; and **ROB  
18 BONTA** in his official capacity as Attorney  
General of California,

19 Defendants.  
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Case No.: 2:21-cv-4006

**COMPLAINT FOR  
DECLARATORY JUDGMENT,  
INJUNCTIVE RELIEF, AND  
DAMAGES FOR VIOLATION OF  
CIVIL RIGHTS.**

[42 U.S.C. § 1983]

1 **INTRODUCTION**

2 Instead of recognizing the First Amendment rights of Camille Bourque and  
3 Peter Morejon to refuse to fund union speech to which they do not agree, and  
4 allowing them to exercise those rights, Defendant Engineers and Architects  
5 Association (EAA) simply ignored them.

6 Plaintiff Camille Bourque never joined EAA. But despite Bourque’s lack of  
7 affirmative consent and repeated objections, her employer, Defendant City of Los  
8 Angeles (the City), continues to this day to take her lawfully earned wages for use  
9 by EAA in political speech with which she disagrees. Rather than respond to her  
10 request, EAA simply ignored her. Plaintiff Peter Morejon last signed a membership  
11 authorization with EAA in approximately 2005. It is his belief that this authorization  
12 allowed him to end his membership and dues deductions at any time without  
13 condition. So, when he received an EAA newsletter in 2020 calling for members for  
14 vote for certain political candidates, he decided to exercise this ability. But like  
15 Camille Bourque, EAA never responded to his request. Instead, it continued to take  
16 his lawfully earned wages without his affirmative consent for another four months.

17 This state action violated Bourque and Morejon’s First Amendment right to  
18 be free from compelled speech and their rights to procedural and substantive due  
19 process under the Fourteenth Amendment. Thus, Plaintiffs seek redress pursuant to  
20 the Civil Rights Act, 42. U.S.C. § 1983 for declaratory and injunctive relief,  
21 compensatory and nominal damages as against both the City and EAA, and any other  
22 remedy this Court deems proper.

1 **JURISDICTION AND VENUE**

2 1. This action arises under the First and Fourteenth Amendments to the  
3 United States Constitution, 42 U.S.C. § 1983 (action for deprivation of federal civil  
4 rights).

5 2. The Court has subject-matter jurisdiction under 28 U.S.C. § 1331  
6 (federal question jurisdiction), and 28 U.S.C. § 1343 (jurisdiction for deprivation of  
7 federal civil rights).

8 3. This Court has authority to grant equitable relief under 28 U.S.C. §§  
9 2201 and 2202 (declaratory relief and other relief) including relief pursuant to  
10 Federal Rule of Civil Procedure 65 (permanent injunctive relief).

11 4. Venue is proper in the Central District of California pursuant to 28  
12 U.S.C. § 1391(b)(1) and 28 U.S.C. § 1391(b)(2), because all Defendants reside in  
13 Los Angeles County. Additionally, a substantial part of the events giving rise to this  
14 action occurred in this judicial district.

15 **PARTIES**

16 5. Plaintiff Camille Bourque is a Principal Fingerprint ID Expert II for the  
17 Los Angeles Police Department. She has been employed by the City in that capacity  
18 for over 22 years.

19 6. Plaintiff Peter Morejon is an Airport Superintendent of Operations III.  
20 He has been employed by the City in that capacity for over 29 years.

21 7. Defendant, EAA, is a “recognized employee organization,” Cal. Gov’t  
22 Code §3501(b), headquartered in the city and county of Los Angeles, in the state of  
23

1 California. Under California state law, Cal. Gov't Code § 1157.12, and the terms of  
2 the applicable memoranda of understanding (MOU), EAA is empowered to  
3 represent whether employees have affirmatively consented to have deductions  
4 withdrawn from their lawfully earned wages. EAA's office is located at 2911 West  
5 Temple Street, Los Angeles, CA 90026.

6 8. Defendant City of Los Angeles is a "public agency," Cal. Gov't Code  
7 § 3501(c), headquartered in Los Angeles, California. The City engages in business  
8 in California, including Los Angeles County. Under California state law, Cal. Gov't  
9 Code § 1157.12 and the terms of the applicable MOUs, the City is responsible for  
10 deducting dues from public employee's wages and remitting the dues to EAA, based  
11 on EAA's representation of whether employees have affirmatively consented to have  
12 deductions withdrawn from their lawfully earned wages. The City's office is located  
13 at 200 N Spring St, Los Angeles, CA 90012.

14 9. Defendant Rob Bonta, California's Attorney General, is sued in his  
15 official capacity as the representative of the State of California charged with the  
16 enforcement of state laws, including the provisions challenged in this case. His  
17 address for service is 300 South Spring Street, Los Angeles, California, 90013.

## 18 **FACTUAL ALLEGATIONS**

### 19 **A. Bourque never joined or authorized payments to EAA.**

20 10. Since Bourque began working for the City in August 1999, she never  
21 joined EAA or signed a membership card or any other authorization allowing the  
22 City to deduct money from her lawfully earned wages for EAA purposes.

1           11. Nevertheless, in September 2003 the City began deducting monies from  
2 her lawfully earned wages each pay period, which was remitted to EAA.

3           12. Prior to 2018, Bourque knew that agency fees would be deducted from  
4 her wages regardless of her choice not to fund the union's speech.

5           13. Thus, from 2003 when the deductions began to June 2018 when the  
6 U.S. Supreme Court ruled in *Janus v. AFSCME, Council 31*, 138 S. Ct. 2448, 2486  
7 (2018) that agency fees are unconstitutional, Bourque did not contest the  
8 unauthorized deductions.

9           14. However, in late 2019 EAA sent a solicitation to members regarding  
10 joining a political committee to advise EAA on donations for political candidates  
11 and causes.

12           15. Bourque did not agree with this activity and decided to make clear to  
13 EAA that she did not affirmatively consent to the continued withdrawal of her  
14 lawfully earned wages for political speech with which she does not agree.

15           16. On February 1, 2020, Bourque sent a letter to EAA stating that she does  
16 not affirmatively consent to the continued withdrawal of her lawfully earned wages  
17 and demanded that the union "immediately cease deducting all dues, fees, and  
18 political contributions." Ex. A.

19 **B. EAA ignores Bourque's request to end the deductions.**

20           17. EAA did not acknowledge Bourque's letter at the time it was received.

21           18. EEA has never acknowledged Bourque's letter since February 2021.

22           19. The deductions from Bourque's lawfully earned wages continue  
23

1 without her affirmative consent.

2 20. In June 2020, Bourque telephoned EAA regarding the ongoing  
3 deductions from her lawfully earned wages.

4 21. She spoke with an EAA representative with the Los Angeles Police  
5 Department, who referred her to a maintenance of membership provision clause  
6 contained in the MOU between Bourque’s EAA bargaining unit and the City.

7 22. The clause provides, in relevant part, that (1) it is binding on employees  
8 who “have authorized Union dues deductions,” and (2) those employees who wish  
9 to rescind that authorization are bound to continue paying the union until “the first  
10 full payroll period that begins the period commencing ninety (90) days before the  
11 employee’s anniversary date in the final year of the MOU...”<sup>1</sup> Ex. B, Art. 2.9(A)(3).

12 23. Bourque never signed a membership agreement with EAA.

13 24. There is therefore no anniversary date to which the MOU’s 90-day  
14 formula can apply regarding Bourque.

15 25. Bourque does not, and has never, affirmatively consented to the  
16 withdrawal of her lawfully earned wages to fund EAA speech.

17 26. To this day the City and EAA, empowered by the force of state law  
18 under Cal. Gov’t Code § 1157.12, and the applicable MOU, Ex. B, Art. 2.9(B)(1)  
19 and 2.9(B)(1)(a), continue to appropriate \$41.80 from Bourque’s bi-weekly  
20 paychecks without her consent and against her express objection.

21 27. From June 2018 to April 2021, the City and EAA took approximately

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22  
23 <sup>1</sup> In the time between Bourque’s opt-out letter and the phone call, the MOU had been amended adding another purported year to the span before  
EAA asserted the deductions could stop.

1 \$2,842.40 of Bourque’s lawfully earned wages without her affirmative consent and  
2 against her express objection.

3 28. This money was used by EAA to fund political speech with which  
4 Bourque does not agree.

5 **C. Morejon effectively ended his EAA membership and dues authorization.**

6 29. Since beginning employment with the City in 1992, Morejon paid  
7 agency fees to EAA as a non-member.

8 30. Then, in approximately 2005, he joined EAA by signing a membership  
9 card and dues authorization.

10 31. Upon information and belief, this membership card formed an “at-will”  
11 association between Morejon and EAA, and Morejon was free to end that association  
12 at any time without condition.

13 32. In fall of 2020, EAA emailed political literature to Morejon calling on  
14 him to vote for the Biden/Harris ticket in the upcoming presidential election.

15 33. Morejon did not agree with this political messaging and opposed his  
16 dues money being spent for this purpose.

17 34. On October 5, 2020, Morejon sent a letter resigning his union  
18 membership and revoking his authorization to deduct union dues from his lawfully  
19 earned wages. Ex. C.

20 35. This letter was sent via certified mail. Ex. D.

1 **D. EAA ignores Morejon's request to end the deductions.**

2 36. EAA did not acknowledge the letter at the time it was received.

3 37. Given this lack of communication or acknowledgement, Morejon  
4 began telephoning EAA to inquire as to the status of his membership and the  
5 continued withdrawal of his lawfully earned wages by the City for EAA purposes.

6 Ex. E.

7 38. Morejon repeatedly called EAA's office and spoke with Brenna Green,  
8 administrative assistant to EAA director, Steven Belhumeur.

9 39. Morejon spoke to Ms. Green on November 16, 2020.

10 40. Morejon spoke to Ms. Green on November 20, 2020.

11 41. Morejon spoke to Ms. Green on December 11, 2020.

12 42. Morejon spoke to Ms. Green on December 18, 2020.

13 43. During these calls with Ms. Green, Morejon was only ever able to learn  
14 that his letter was on the desk of EAA director, Steven Belhumeur.

15 44. Morejon called and left voicemails at Mr. Belhumeur's direct office  
16 number on December 11 and December 18, 2020.

17 45. Those messages were never returned by Mr. Belhumeur.

18 46. Morejon also repeatedly attempted to confirm his letter had been  
19 received and his membership ended through email. Ex. F.

20 47. The City and EAA, empowered by the force of state law under Cal.  
21 Gov't Code § 1157.12, and the applicable MOU, Ex. G, Art. 2.9(B)(1) and  
22 2.9(B)(1)(a), continued to appropriate \$58.00 from Morejon's bi-weekly paychecks  
23

1 without his consent and against his express objection.

2 48. From October 2020, when he terminated his membership, to January  
3 2021, when the deductions finally ceased, the City and EAA took approximately  
4 \$464.00 of Morejon's lawfully earned wages without his affirmative consent.

5 49. This money was used by EAA to fund political speech with which  
6 Bourque does not agree.

7 **E. Allegations Applicable to Requests for Equitable Relief**

8 50. The controversy between the Defendants and Plaintiffs is a definite and  
9 concrete dispute concerning the legal relations of parties with adverse legal interests.

10 51. The dispute is real and substantial, as EAA still either retains Bourque  
11 and Morejon's money for use in political advocacy to which Bourque and Morejon  
12 are opposed, as authorized by California law under Cal. Gov't Code § 1157.12, and  
13 the applicable MOUs, or has already spent it for that purpose.

14 52. In the case of Bourque, the city continues to take her lawfully earned  
15 wages and divert them to EAA without her affirmative consent.

16 53. The Defendants maintain the constitutionality of these actions.

17 54. Permanent injunctive relief is appropriate, as Plaintiffs are suffering a  
18 continuing irreparable harm and injury inherent in a violation of First and Fourteenth  
19 Amendment rights, for which there is no adequate remedy at law.

20 55. The declaratory relief sought is not based on a hypothetical state of  
21 facts, nor would it amount to a mere advisory opinion, as the parties dispute the  
22 legality of ongoing taking and retention of their money without their affirmative  
23

1 consent.

2 56. As a result of the foregoing, an actual and justiciable controversy exists  
3 between Ms. Bourque, Mr. Laird, and the Defendants regarding their respective legal  
4 rights, and the matter is ripe for judicial review.

5  
6 **COUNT I**  
**Violation of the Right to Freedom from Compelled Speech**  
7 **(42 U.S.C. § 1983)**

8 57. Plaintiffs re-allege and incorporate by reference each and every  
9 paragraph set forth above.

10 58. Under the First Amendment, the government cannot take money from  
11 public employees' wages to pay union dues or fees without the employees' voluntary  
12 and informed affirmative waiver of their First Amendment right to be free of  
13 compelled funding of objectionable speech, demonstrated by clear and compelling  
14 evidence. *Janus v. AFSCME*, 138 S. Ct. 2448.

15 59. The Defendants acted under color of state law and pursuant to Cal.  
16 Gov't Code § 1157.12 and the applicable MOUs to seize Plaintiffs' wages without  
17 their affirmative consent and against their express objection for use in EAA's  
18 political speech.

19 60. Plaintiffs did not, and do not, support EAA's political speech.

20 61. Plaintiffs repeatedly informed EAA that they did not affirmatively  
21 consent to the deduction of their lawfully earned wages for EAA speech.

22 62. EAA either ignored these repeated requests or took no action to end the  
23

1 unauthorized deductions from Plaintiffs' lawfully earned wages once informed that  
2 they did not affirmatively consent.

3 63. Pursuant to state law, Cal. Gov't Code § 1157.12 and the applicable  
4 MOUs, EAA jointly acted with the City to seize Plaintiffs' lawfully earned wages  
5 without their affirmative consent.

6 64. Because it authorizes the confiscation of Plaintiffs' lawfully earned  
7 wages without their affirmative consent, the scheme created by Cal. Gov't Code §  
8 1157.12 and the applicable MOUs, on its face and as applied, violates Plaintiffs'  
9 First Amendment rights against compelled speech.

10 65. The Defendants had no legitimate, let alone compelling, interest in  
11 depriving Plaintiffs of their First Amendment rights.

12 66. Even if the Defendants' scheme did have a legitimate or compelling  
13 purpose, it is not narrowly tailored to support that interest.

14 67. Plaintiffs seek compensatory and nominal damages against the City and  
15 EAA for the violation of their First Amendment rights, and injunctive and  
16 declaratory relief against all Defendants.

17  
18 **COUNT II**  
19 **Deprivation of Liberty and Property Interests**  
20 **Without Procedural Due Process**  
21 **(42 U.S.C. § 1983)**

22 68. Plaintiffs re-allege and incorporate by reference each and every  
23 paragraph set forth above.

24 69. The Fourteenth Amendment requires the provision of adequate

1 procedures before an individual is deprived of liberty or property.

2 70. Plaintiffs have a cognizable liberty interest in their First Amendment  
3 rights against compelled speech.

4 71. Plaintiffs have a cognizable property interest in their lawfully earned  
5 wages confiscated by the Defendants without their affirmative consent.

6 72. Defendants' scheme for the seizure of dues for use in EAA's political  
7 speech does not include any procedural protections sufficient to meet the  
8 requirements of the Due Process Clause.

9 73. Neither Cal. Gov't Code § 1157.12 nor the applicable MOUs establish  
10 any procedures to convey notice to Plaintiffs before the City seized their wages  
11 without their affirmative consent for use in EAA's political speech.

12 74. Neither Cal. Gov't Code § 1157.12 nor the applicable MOUs establish  
13 any procedures to provide Plaintiffs with any pre-deprivation or post-deprivation  
14 hearing or other opportunity to object to the City to the seizure of their wages for  
15 use in EAA's political speech.

16 75. Pursuant to state law, Cal. Gov't Code § 1157.12 and the applicable  
17 MOUs, the EAA jointly acted with the City to deny Plaintiffs their procedural due  
18 process rights.

19 76. Because it lacked the necessary procedural safeguards to protect  
20 Plaintiffs' First Amendment liberty interests, and their property interests in their  
21 lawfully earned wages, Defendants' dues deduction scheme, on its face and as  
22 applied, violates Plaintiffs' right to procedural due process.



1 incentive for dues deductions to continue, whether an employee has given their  
2 affirmative consent or not.

3 85. EAA has no incentive to release Plaintiffs, or other comparable situated  
4 public employees, from their memberships or supposed dues authorizations.

5 86. Rather, EAA has a direct financial and legal incentive to represent to  
6 the City that Plaintiffs have provided the affirmative consent required by the First  
7 Amendment, even when Plaintiffs had either never signed membership agreements  
8 or terminated their agreement.

9 87. Under these provisions, the City is allowed neither to independently  
10 verify whether Plaintiffs affirmatively consented to the deduction of dues from their  
11 pay to be remitted to EAA, nor request he submit a new verifiable authorization.

12 88. As a result, Defendants' scheme under Cal. Gov't Code § 1157.12 and  
13 the applicable MOUs has the purpose and effect of arbitrarily burdening Plaintiffs'  
14 ability to exercise their First Amendment rights.

15 89. Plaintiffs have a substantive due process right to exercise their First  
16 Amendment rights without suffering the conflict of interest imposed by Defendants'  
17 scheme.

18 90. Pursuant to state law, Cal. Gov't Code § 1157.12 and the applicable  
19 MOUs, EAA jointly acted with the City to deny Plaintiffs their substantive due  
20 process rights.

21 91. Because it creates an inherent and arbitrary conflict of interest  
22 burdening Plaintiffs' ability to exercise their First Amendment rights, Defendants'  
23

1 dues deduction scheme, on its face and as applied, violates Plaintiffs' right to  
2 substantive due process.

3 92. The Defendants had no legitimate, let alone compelling, interest in  
4 depriving Plaintiffs of their substantive due process rights.

5 93. Even if the Defendants' scheme did have a legitimate or compelling  
6 purpose, it is not narrowly tailored to support that interest.

7 94. Plaintiffs seek compensatory and nominal damages against the City and  
8 EAA for the violation of their substantive due process rights, and injunctive and  
9 declaratory relief against all Defendants.

### 10 PRAYER FOR RELIEF

11 Wherefore, Plaintiffs respectfully request this Court:

#### 12 A. Issue a declaratory judgment:

- 13 • That the Defendants' scheme to seize Plaintiffs' wages without their  
14 affirmative consent under Cal. Gov't Code § 1157.12 and the applicable  
15 MOUs, is a violation of the First Amendment;
- 16 • That the Defendants' failure to provide Plaintiffs prior notice and an  
17 opportunity to dispute the seizure of their wages without their affirmative  
18 consent, is a violation of the Fourteenth Amendment's guarantee of  
19 procedural due process;
- 20 • That the Defendants' scheme requiring Plaintiffs to direct their membership  
21 and dues authorization termination requests to a third-party union with a direct  
22 financial incentive to continue dues deductions without the employees'

1 affirmative consent, is inherently arbitrary and a violation of the Fourteenth  
2 Amendment's guarantee of substantive due process.

3 **B. Issue a permanent injunction:**

- 4 • Enjoining the Defendants from seizing the wages of Plaintiffs and public  
5 employees without their voluntary and informed affirmative consent under  
6 Cal. Gov't Code § 1157.12 and the applicable MOUs;
- 7 • Enjoining the Defendants from agreeing to and enforcing their procedure for  
8 deducting money from the pay of Plaintiffs and public employees that violates  
9 the First and Fourteenth Amendments, and ordering the Defendants to  
10 implement a process providing adequate procedures for confirming public  
11 employees' voluntary and informed affirmative consent prior to the deduction  
12 of any money from their pay;
- 13 • Enjoining the Defendants from agreeing to and enforcing an inherently  
14 arbitrary procedure that violates the First and Fourteenth Amendments of  
15 Plaintiffs and public employees; and ordering the Defendants to implement a  
16 process by which the City must directly confirm public employees'  
17 affirmative consent prior to the deduction of any money from their pay.

18 **C. Enter a judgment as against Defendants City and EAA:**

- 19 • Awarding Camille Bourque compensatory damages of approximately  
20 \$2,842.40 for the monies deducted from her lawfully earned wages without  
21 her affirmative consent, with interest, including any monies take from her  
22 lawfully earned wages without her consent after the filing of this lawsuit;

- Awarding Peter Morejon compensatory damages of approximately \$464.00 for the monies deducted from his lawfully earned wages without his affirmative consent, with interest;
- Award Plaintiffs compensatory damages for the violation of their First Amendment rights against compelled speech, and of Due Process rights, in an amount to be determined at trial;
- Awarding Plaintiffs nominal damages of \$1.00 each for the deprivation of their First Amendment and Fourteenth Amendment Due Process rights.

**D. Other applicable relief:**

- Award Plaintiffs costs and attorneys' fees under 42 U.S.C. § 1988;
- Award Plaintiffs any further relief to which they may be entitled and such other relief as this Court may deem just and proper.

Date: May 13, 2021

Respectfully submitted,

FREEDOM FOUNDATION

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