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**UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF WASHINGTON, AT YAKIMA**

KRISTY JIMENEZ, an individual,

Plaintiff,

v.

SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 775,
a local chapter of an unincorporated labor
organization; SERVICE EMPLOYEES
INTERNATIONAL UNION, an
unincorporated labor organization; DON
CLINTSMAN, in his official capacity as
ACTING SECRETARY of the
WASHINGTON STATE DEPARTMENT
OF SOCIAL AND HEALTH SERVICES;
and JAY INSLEE, in his official capacity
as GOVERNOR of the STATE OF
WASHINGTON

Defendant.

No.

VERIFIED COMPLAINT

**Violation of Civil Rights; Federal
civil RICO; and State civil
Criminal Profiteering**

DEMAND FOR JURY TRIAL

No.
COMPLAINT



I. INTRODUCTION

1
2 1. Plaintiff Kristy Jimenez (Ms. Jimenez) is an Individual Provider (IP)
3 providing in-home health care services for three members of her family, including
4 her son who is battling cancer. She has been an IP since October 2015. During that
5 time Ms. Jimenez never signed up for union membership; has never joined her union,
6 Service Employees International Union Local 775 (“SEIU 775” or the “Union”); or
7 agreed to pay union dues or political contributions, and yet the Union and her
8 employer the Washington Department of Social and Health Services (“DSHS”) are
9 deducting dues from her paycheck in reliance upon a forged membership card.

10 2. Ms. Jimenez has had union dues taken out of her paycheck since 2016 by
11 DSHS, based upon information provided by SEIU 775. These dues are then used to
12 fund SEIU 775’s and SEIU International’s political donations.

13 3. Following the Supreme Court’s decisions in *Harris* and *Janus*, public
14 employees like Ms. Jimenez have the First Amendment right to not be a part of their
15 union, and in fact must affirmatively assent to having union dues taken out of their
16 paycheck. Ms. Jimenez never made such an affirmative assent, yet dues were taken
17 out of her paycheck anyway.

18 4. Dues were taken out of Ms. Jimenez’s paycheck based on a forged digital
19 signature on an online membership card provided by SEIU 775. The IP address
20 indicated on the membership card does not match where Ms. Jimenez was at the time
21 of the alleged signature.

22 5. In addition, this is at least the fourth time that defendant SEIU 775 has forged
23 the signature of a public employee in order to illegally take dues out of their
24

1 paycheck. In at least three prior instances, Defendant SEIU 775 was sued for taking
2 dues out of an employees' paycheck based on a forged signature. All of the cases
3 were resolved prior to going to trial. These past forgeries combined with this current
4 forgery violate the Washington Criminal Profiteering Act.

5 6. This is also at least the fourth time that Defendant SEIU 775 has committed
6 wire fraud by illegally taking union dues out of an employee's paycheck, and
7 transmitting the monies to Defendant SEIU International across state lines. This
8 violates the federal Racketeer Influenced and Corrupt Organizations Act ("RICO").

9 7. Ms. Jimenez seeks declaratory and injunctive relief, as well as specific,
10 general, and punitive damages for violations of her First Amendment rights,
11 wrongfully withheld wages, and violations of the Washington Criminal Profiteering
12 Act. Further, Ms. Jimenez seeks treble damages for violation of RICO. Ms. Jimenez
13 also seeks that the court impose no more than a \$250,000 civil penalty upon
14 Defendant SEIU 775 for violating the Washington Criminal Profiteering Act.

15 II. JURISDICTION AND VENUE

16 8. This action arises under federal law, including the Federal Civil Rights Act of
17 1871, 42 U.S.C. § 1983, to redress the deprivation, under color of state law, of rights,
18 privileges, and immunities secured to Plaintiff by the Constitution of the United
19 States, particularly the First Amendment as incorporated against the States by the
20 Fourteenth Amendment.

21 9. This action also arises, in part, under the federal Racketeer Influenced and
22 Corrupt Organizations Act (RICO), 18 U.S.C. § 1961, *et seq.*

1 10. This Court has subject matter jurisdiction under 28 U.S.C. § 1331 and 28
2 U.S.C. § 1343, and 18 U.S.C. § 1964(a).

3 11. This Court has supplemental jurisdiction over state law claims presented in
4 this matter pursuant to 28 U.S.C. § 1367, because the claims are part of the same
5 nucleus of operative fact as the federal constitutional claims in this action, do not
6 raise novel or complex issues of state law, and do not substantially predominate over
7 the federal claims. There are, further, no exceptional circumstances compelling this
8 Court to decline the state law claims.

9 12. This action is an actual controversy in which Plaintiff seeks a declaration of
10 her rights under the Constitution of the United States. Pursuant to 28 U.S.C. §§ 2201-
11 2202, this Court may declare the rights of Plaintiff and grant further necessary and
12 proper relief based thereon, including injunctive relief pursuant to Federal Rule of
13 Civil Procedure 65.

14 13. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because
15 Defendants do business and operate in this judicial district, the United States District
16 Court for the Eastern District of Washington, and have sufficient minimal contacts
17 with this district to be subject to personal jurisdiction herein. The Plaintiff lives and
18 works in this judicial district. In addition, a substantial part of the events or omissions
19 giving rise to the claims occurred here.

20 III. PARTIES

21 14. Plaintiff Kristy Jimenez, née Jaramillo, is an IP providing in-home health care
22 services for three members of her family, under RCW 74.39A.

1 15. Her employer is the Governor, Jay Inslee, and she is classified as a public
2 employee for collective bargaining purposes under RCW 41.56.

3 16. Ms. Jimenez lives in the City of Zillah, in Yakima County, Washington.

4 17. Defendant SEIU 775 is an unincorporated association, operating as a local
5 chapter of a national labor organization, conducting business and operating
6 throughout Washington State.

7 18. Defendant SEIU 775's principal place of business is 215 Columbia Street,
8 Seattle, Washington, 98104.

9 19. Defendant SEIU 775 is the exclusive bargaining representative for all IPs in
10 Washington, including Ms. Jimenez.

11 20. Defendant Jay Inslee is the Governor of Washington and is sued in his official
12 capacity. As Governor, Defendant Inslee is Washington state's chief executive
13 officer and all IPs' employer. RCW 74.39A.270.

14 21. Defendant Don Clintsman is the Acting Secretary of Washington's
15 Department of Social and Health Services (DSHS) and is sued in his official
16 capacity.

17 22. Defendant DSHS administers the IP program under RCW 74.39A and is the
18 state agency responsible for authorizing IPs' wage disbursements and withholdings,
19 including managing the withdrawal and disbursement of union dues from IPs'
20 salaries to SEIU 775.

21 23. Defendant SEIU International is an international labor union that has many
22 local and national chapters, including SEIU 775.

23

24

1 24. SEIU International, upon information and belief, receives a percentage of the
2 dues collected by SEIU 775 outside of Washington State.

3 25. Defendant SEIU International’s principal place of business is 1800
4 Massachusetts Ave NW, Washington, D.C., 20036.

5 **IV. FACTUAL ALLEGATIONS**

6 **Background of the parties**

7 26. Ms. Jimenez is an IP providing health care services to three members of her
8 family, including her son who is battling cancer.

9 27. Ms. Jimenez has been an IP since October 2015.

10 28. Defendant Governor Inslee is Ms. Jimenez’s employer for purposes of
11 collective bargaining.

12 29. Defendant DSHS administers the IP program on behalf of the state of
13 Washington.

14 30. Governor Inslee and DSHS (collectively the “State Defendants”) receive
15 Medicaid monies from the federal government and are responsible for dispersing
16 these monies.

17 31. State Defendants in fact authorize the use of Medicaid to pay for IPs’ salaries,
18 including Ms. Jimenez.

19 32. State Defendants pay Ms. Jimenez’s salary through a payroll processing
20 system.

21 33. Defendant SEIU 775 is Ms. Jimenez’s exclusive collective bargaining
22 representative.

1 34. As the exclusive bargaining representative for IPs in Washington, SEIU 775
2 is, and at all relevant times has been, a party to a Collective Bargaining Agreement
3 (CBA) with Ms. Jimenez’s employer, State Defendants.

4 35. The State Defendants voluntarily bargained for, received benefits from, and
5 agreed to the terms in the CBA.

6 36. Under the CBA State Defendants voluntarily agreed to and continue to
7 withhold union dues from IPs’ salaries and remit them to SEIU 775.

8 37. State Defendants facilitate SEIU 775’s efforts to obtain dues.

9 38. State Defendants allow dues to be withdrawn from IPs’ lawfully earned
10 wages directly by allowing payroll deductions.

11 39. State Defendants then remit deductions from IPs’ lawfully earned wages to
12 SEIU 775.

13 40. State Defendants also facilitate SEIU 775’s outreach to IPs allowing SEIU
14 775 to obtain union dues in other ways, such as providing contracting appointments
15 during IP orientation.

16 41. State Defendants rely exclusively on SEIU 775 to designate the IPs from
17 whom dues may be withdrawn by their payroll processor.

18 42. State Defendants do not confirm this designation with an IP prior to
19 facilitating dues withdrawals.

20 43. SEIU 775 has a relationship of trust and confidence with IPs as their exclusive
21 bargaining representative that has been chosen to advocate for their interests.

22 44. In addition to this unique position of trust, it also has a pecuniary interest in
23 union dues withdrawals.
24

1 45. State Defendants are aware of this relationship and the Union’s pecuniary
2 interest.

3 46. SEIU 775 regularly solicits IPs to join SEIU 775 as union members.

4 47. SEIU 775 also solicits members to contribute to its Committee on Political
5 Education (“COPE”).

6 48. COPE is a federal political action committee (“PAC”) that uses the money it
7 receives for political purposes, including making contributions to candidates for
8 election, and addressing social issues deemed important by the national SEIU.

9 49. State Defendants also help facilitate contributions from IPs to SEIU 775’s
10 COPE fund, using the same method as is used for regular union dues.

11 50. SEIU 775 is a labor organization affiliated with the national and international
12 Service Employees International Union, which has operations at the local, state and
13 national and international levels.

14 51. Upon information and belief, Service Employees International Union has
15 local affiliates in most, if not all states, and these affiliates send a percentage of
16 membership dues to the national organization.

17 **Forging of Ms. Jimenez’s Signature**

18 52. Since August 2016, State Defendants and SEIU 775 withdrew union dues and
19 COPE deductions from Ms. Jimenez’s salary based on a forged membership card.

20 53. Ms. Jimenez only came to know of the forged membership card later, in 2019.

21 54. The State Defendants continued to deduct dues from Ms. Jimenez’s paycheck
22 until May 2021.

1 55. Ms. Jimenez does not recall signing up for union membership, dues
2 deductions, or SEIU COPE deductions.

3 56. Nevertheless, since 2016, both SEIU 775 dues and “voluntary dues” have
4 been deducted from her wages.

5 57. The “voluntary dues” deductions are for the benefit of the COPE, a federal
6 political action committee operated by the national SEIU.

7 58. On December 16, 2019, Ms. Jimenez completed and downloaded a form from
8 optouttoday.com to cancel the deduction of SEIU 775 dues and political
9 contributions from her wages.

10 59. Ms. Jimenez checked the box on the form requesting that SEIU 775 provide
11 her with “a copy of any membership authorization – written, electronic, or oral – the
12 union has on file for me.”

13 60. Ms. Jimenez mailed the form via certified mail to SEIU 775 headquarters in
14 Seattle on the same day, December 16, 2019.

15 61. The United State Postal Service (USPS) confirmed delivery of the letter to
16 SEIU 775 headquarters on December 18, 2019.

17 62. Ms. Jimenez did not receive any type of response from SEIU 775 to her
18 December 2019 resignation from union membership and dues deductions.

19 63. On September 21, 2020, Ms. Jimenez mailed a second notice to SEIU 775
20 headquarters via certified mail.

21 64. The USPS confirmed delivery of the second resignation letter to SEIU 775
22 headquarters on September 23, 2020.

1 65. While waiting for confirmation from USPS regarding her second resignation
2 letter, Ms. Jimenez, on September 22, 2020, emailed SEIU 775's Member Resource
3 Center requesting a copy of any union membership or dues deduction authorizations
4 that the Union has on file for her, and requested once again in writing that the Union
5 stop taking dues immediately.

6 66. In this email, Ms. Jimenez noted that she had mailed several letters to SEIU
7 775 requesting a copy of any union membership/dues deduction authorization that it
8 had on file for her.

9 67. On September 25, 2020, an unidentified staffer from SEIU 775's Member
10 Resource Center responded to Ms. Jimenez's email.

11 68. The response from SEIU 775's Member Resource Center did not address Ms.
12 Jimenez's request to be provided with a copy of her signed membership agreement,

13 69. Instead, the response from the Member Resource Center indicated that she
14 must provide additional information to the Union, including an explanation of why
15 she wished to cancel her membership, before the Union would honor her request to
16 resign from the union.

17 70. Subsequently, in a letter dated September 25, 2020, SEIU 775 acknowledged,
18 for the first time, Ms. Jimenez's membership resignation and dues cancellation
19 request.

20 71. It is unclear whether the letter was in response to the mailed notice of
21 September 21, 2020, her email on September 22, 2020, or both.

1 72. The letter noted, however, that Ms. Jimenez signed a membership form on
2 August 19, 2016, making her next window period to opt-out of the Union July 5,
3 2021.

4 73. The letter also informed Ms. Jimenez that she could request a copy of her
5 membership form by calling the Member Resource Center.

6 74. As directed by the Union’s letter, Ms. Jimenez phoned SEIU 775’s Member
7 Resource Center on October 7, 2020, and again requested a copy of her signed
8 membership form/agreement.

9 75. Ms. Jimenez was instructed by a Member Resource Center staff member
10 during her phone call to submit her request via email, which she had already done
11 on September 22, 2020.

12 76. Following the phone call, Ms. Jimenez then again emailed the Member
13 Resource Center noting, “I received a letter and was told to call the Member resource
14 center at 1-866-371-3200 to receive a copy of my membership form, and I called
15 and was told to email...”

16 77. On October 8, 2020, Ms. Jimenez received an email from the Member
17 Resource Center in response stating that she would, “receive a copy of membership
18 by mail.”

19 78. Ms. Jimenez did not receive a copy of the purported signed membership
20 agreement signed in her name until March 31, 2021, in a letter from SEIU 775 dated
21 March 17, 2021.

22 79. The purported signed membership card sent to Ms. Jimenez in March of 2021
23 had her name filled in digitally at the top (with her last name at the time, Jaramillo),
24

1 and had digital signatures both for authorizing dues deductions and for monthly \$10
2 contributions to the SEIU COPE.

3 80. An IP address labeled 108.162.245.83 was located next to Ms. Jimenez’s
4 “signature” and the “signature” was dated August 19, 2016.

5 81. The IP address 108.162.245.83 belongs to a server in Seattle, WA.

6 82. Ms. Jimenez was never in Seattle, WA in 2016.

7 83. The only time that Ms. Jimenez has spent in Seattle, WA was in 2017, while
8 her son was going through chemotherapy.

9 84. Ms. Jimenez did not sign a membership agreement electronically, in Seattle
10 on August 19, 2016, or anywhere else.

11 **Past Forgeries**

12 85. On at least 3 separate occasions in the past, SEIU 775 has forged signatures
13 of other IPs.

14 86. In May 2016, a SEIU 775 employee forged the signature of Cindy Ochoa on
15 a union membership card, causing dues to be fraudulently taken out of her paycheck
16 for ten months, from October 2016 until July 2017. [*Ochoa v. SEIU 775, et al.*, No.
17 2:18-cv-00297-TOR in the Eastern District of Washington U.S. District Court at
18 Spokane, First Amended Complaint, D-39 ¶ 62]

19 87. In May 2016, a SEIU 775 employee went to Ms. Ochoa’s doorstep,
20 attempting to get her signature on a union membership card. When Ms. Ochoa
21 refused, the SEIU 775 employee signed the dues card anyway.

22 88. In June 2017, Adam Glickman, secretary treasurer of SEIU 775, admitted in
23 a letter to Ms. Ochoa that it was apparent that the electronic signature on the card
24

1 did not match the other signatures they had on file for Ms. Ochoa. [Ochoa, First
2 Amended Complaint, D-39 ¶ 83]

3 89. SEIU 775 eventually made an Offer of Judgment in the case, No. 2:18-cv-
4 00297-TOR in the Eastern District of Washington U.S. District Court at Spokane, in
5 the amount of \$28,000, which Ms. Ochoa accepted.

6 90. In April 2014, a SEIU employee forged the signature of Sigifredo Araujo on
7 a membership card, causing dues to be fraudulently taken out of his paycheck until
8 August 2020. [Araujo v. SEIU 775, et al., 4:20-cv-05012-TOR in the Eastern District
9 of Washington U.S. District Court at Spokane, Verified Complaint, D-1 ¶ 41]

10 91. Mr. Araujo had union dues and COPE deductions taken out of his paycheck
11 from 2013 until 2019 based on a forged signature on a union membership card
12 purported to be his. [Araujo, Verified Complaint, D-1 ¶ 41]

13 92. The union membership card had the name “Nelly” scrawled in the lower
14 corner of the card, presumably the name of the person that forged his signature.
15 [Araujo, Verified Complaint, D-1 ¶ 44]

16 93. Mr. Araujo never signed a union membership card, and in fact never wanted
17 to be a member of SEIU 775. [Araujo, Verified Complaint, D-1 ¶ 44]

18 94. It was only when he was looking at his earnings statement due to a different
19 pay issue that he realized union dues were being taken out of his paycheck without
20 his permission. [Araujo, Verified Complaint, D-1 ¶ 35]

21 95. The case, 4:20-cv-05012-TOR, settled out of court.

22 96. In July 2014, Defendant SEIU 775 obtained Maria Gatdula’s voice
23 authorization to have union dues and COPE payments extracted from her paycheck,
24

1 in violation of the law at the time, RCW 41.56.113, which did not allow for voice
2 authorization to waive IPs First Amendment right to not have union dues taken out
3 of their paychecks. [*Gatdula v. SEIU 775, et al.*, 2:20-cv-00476-RAJ in the Western
4 District of Washington U.S. District Court at Seattle, Verified Complaint, D-1 ¶ 36-
5 37]

6 97. In February of 2019, presumably realizing the verbal authorization violated
7 the law and did not justify taking dues, an SEIU 775 employee forged the signature
8 of Ms. Gatdula on a membership card, causing dues to be fraudulently taken out of
9 her paycheck until March of 2021. [Gatdula, Verified Complaint, D-1 ¶ 42]

10 98. On February 2nd, 2019, a union membership card was electronically signed
11 in Ms. Gatdula's name, though Ms. Gatdula stated she had never seen the form
12 before. [Gatdula, Verified Complaint, D-1 ¶ 43]

13 99. The IP address listed on the electronic union membership card did not match
14 that of her sister's house in Tacoma, where she was on the day the card was allegedly
15 signed. [Gatdula, Verified Complaint, D-1 ¶ 44]

16 100. Ms. Gatdula had union and COPE dues illegally taken out of her
17 paycheck from 2014 to 2021. [Gatdula, Verified Complaint, D-1 ¶ 38]

18 101. The case, 2:20-cv-00476-RAJ, was eventually settled, with SEIU 775
19 making a Rule 68 Offer of Judgment of \$17,180, which Ms. Gatdula accepted.

20 102. As a regular course of business, SEIU 775 uses Union membership
21 dues to fund its' political speech by spending money to fund candidates and ballot
22 measures in elections.

V. CAUSES OF ACTION

COUNT I

Defendants violated Ms. Jimenez’s First Amendment and Fourteenth Amendment rights, under 42 U.S.C. §§ 1983 and 1988, when it forged her signature and withdrew union dues absent her consent, based on that forged signature.

103. Ms. Jimenez re-alleges and incorporates by reference the paragraphs set forth above.

104. Ms. Jimenez enjoys the First Amendment right to not pay union dues or to otherwise subsidize, in any manner, the promotion of ideas with which she disagrees. *Janus v. AFSCME, Council 31*, 138 S. Ct. 2448 (2018).

105. The First Amendment is applied to the State governments by incorporation through the Fourteen Amendment.

106. The Fourteenth Amendment, in relevant part, provides that “nor shall any State deprive any person of life, liberty, or property, without due process of law.”

107. Defendants, acting under color of state law, knowingly, recklessly, or because of callous indifference, deprived her of her constitutional right to be free from compelled speech through union dues payments.

108. Starting on or about August 19, 2016, and extending through to August 2021, Defendants, acting in concert and under color of state law, violated Ms. Jimenez’s First Amendment rights by withdrawing union dues from her wages based on an electronic signature forged by SEIU 775, completely absent her consent.

1 109. Defendant SEIU 775 forged Ms. Jimenez's signature for the purpose
2 of fraudulently deducting union dues from her salary.

3 110. Defendant SEIU 775 also knowingly created an environment and an
4 electronic system for obtaining membership cards in which such abuses were likely
5 to occur.

6 111. The State Defendants rely on SEIU 775 to identify individuals who are
7 members of the union.

8 112. By failing to independently verify employees' wishes, the State
9 Defendants fail to adequately protect the First and Fourteenth Amendment rights of
10 their employees.
11

12 113. Defendants collectively set up and operate a system designed to avoid
13 accountability which permits and encourages the violation of the constitutional
14 rights of state employees.
15

16 114. This violation of Ms. Jimenez's constitutional rights harmed her in that
17 she:

18 (i) made compelled speech when she was forced to subsidize other private
19 speakers, namely the political organizations that SEIU international funds,
20 through her payment for union activities.

21 (ii) suffered monetary damages in the amount of the forced fees that have been
22 illegally seized from her;

23 (iii) was caused mental pain, anguish, and stress knowing that her money was
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1 being used for causes which she does not support while she was powerless
2 to stop it; and

3 (iv) suffered the irreparable harm, damage, and injury for which there is no
4 adequate remedy at law.

5 115. As such, Ms. Jimenez's First and Fourteenth Amendment rights were
6 violated by SEIU's fraudulent taking of Union Dues and COPE deductions, and she
7 demands compensation under the law.
8

9 **COUNT II**

10 ***Subjecting Ms. Jimenez to Defendants' dues extraction scheme lacking the***
11 ***necessary procedural safeguards by relying on a forged signature violates the***
12 ***First and Fourteenth Amendments to the United State Constitution.***

13 116. Ms. Jimenez incorporates by reference and re-alleges herein all
14 Paragraphs above.

15 117. Defendants' dues extraction scheme relying on a forged signature
16 pursuant to RCW 41.80.100 and Article 4 of the (CBA), on its face and as applied,
17 violates Ms. Jimenez's First and Fourteenth Amendment rights: (a) not to associate
18 with a mandatory representative; (b) not to be deprived of property without due
19 process; (c) not to support, financially or otherwise, political speech with which she
20 disagrees; and (d) not to participate in compelled speech; because Defendants' dues
21 extraction scheme lacks the necessary procedural safeguards to protect Ms.
22 Jimenez's constitutional rights.
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1 118. State Defendants owe a fiduciary duty to Ms. Jimenez to protect her
2 First and Fourteenth Amendment rights by providing adequate procedural
3 safeguards prior to the deduction of union dues or other payments to the Union.

4 119. State Defendants breached their duty of providing procedural
5 safeguards to Ms. Jimenez, and their breaches have proximately caused violations
6 of her rights.

7 120. The dues extraction scheme pursuant to RCW 41.80.100, Article 4 of
8 the CBA, and relying upon the membership card, is significantly broader than
9 necessary to serve any possible alleged government interest.

10 121. The dues extraction scheme pursuant to RCW 41.80.100, Article 4 of
11 the CBA, and relying upon the membership card, is not carefully or narrowly tailored
12 to minimize the infringement of Plaintiff's (or others') constitutional rights.
13

14 122. As such, the State Defendant's failure to have adequate safeguards to
15 prevent such fraudulent activity violated Plaintiff's constitutional rights.
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17 123. Plaintiff had union dues and COPE deductions taken out of her
18 paycheck as a result of State Defendant's lack of procedural safeguards.
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COUNT III

Chapter 9A.82 RCW – Washington Criminal Profiteering Act

Defendant SEIU 775 violated the Washington Criminal Profiteering Act under RCW 9A.82 by forging Ms. Jimenez’s signature and using it to unlawfully take money from her, which is at least the fourth time SEIU 775 has unlawfully taken monies relying upon fraudulent behavior.

124. Ms. Jimenez re-alleges and incorporates by reference the paragraphs set forth above.

125. The Washington Criminal Profiteering Act prohibits any act of criminal profiteering, which includes “any anticipatory or completed offense, committed for financial gain, that is chargeable or indictable under the laws of the state in which the act occurred... regardless of whether the act is charged or indicted.” RCW 9A.82.010(4).

126. RCW 9A.82.010(4)(d) defines forgery as one of these “anticipatory or completed offenses.”

127. RCW 9A.82.010 defines a pattern of criminal profiteering activity as “engaging in at least three acts of criminal profiteering,” and in order to constitute a pattern, “the three acts must have the same or similar intent, results, accomplices, principals, victims, or methods of commission, or be otherwise interrelated by distinguishing characteristics including a nexus to the same enterprise, and must not be isolated events.”

128. SEIU 775 has illegally obtained signatures in the past, on at least three separate occasions, not including Ms. Jimenez.

1 129. Each one of these falsely obtained signatures satisfies the requirement
2 under RCW 9A.82.010(4)(d).

3 130. All three past falsely obtained signatures occurred in a nearly identical
4 method to Ms. Jimenez's forgery, resulting in the same fraudulent taking of dues
5 from an IP.

6 131. All four falsely obtained signatures, including Ms. Jimenez's, occurred
7 due to abuse of SEIU 775's membership card process, which allows for IPs to have
8 money illegally taken out of their paychecks in the form of membership dues upon
9 the use of a fraudulent signature, thus resulting in the same method of commission.

10 132. All four falsely obtained signatures taken together create a pattern of
11 practice on the part of Defendant SEIU 775, with a nexus to Defendant SEIU 775's
12 enterprise.
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14 133. All four falsely obtained signatures occurred pursuant to Defendant
15 SEIU 775's membership and dues gathering process, therefore making them
16 connected, and not isolated, incidents.
17

18 134. Defendant SEIU 775 has placed the money wrongfully obtained from
19 the four forgeries to its common fund and benefited from it.

20 135. Defendant SEIU 775 used the money obtained wrongfully in reliance
21 upon falsely obtained signatures to then fund its operations as an enterprise.
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1 136. Specifically, Defendant SEIU 775 funded several political campaigns
2 with the COPE dues illegally collected from Ms. Jimenez, as well as Araujo and
3 Gatdula.

4 137. Upon information and belief, Defendant SEIU 775 also used the dues
5 money it wrongfully obtained from all four forgeries to engage in its regular union
6 business.

7 138. As such, Defendant SEIU 775 has violated the Washington Criminal
8 Profiteering Act through its repeated use of fraudulent signatures to obtain union
9 dues.
10

11 **COUNT IV**

12 **18 U.S.C § 1964 Racketeer Influenced and Corrupt Practices Act**
13 **(Against Defendant SEIU 775 and Defendant SEIU International)**
14 ***Defendant SEIU 775 violated 18 U.S.C § 1964 by committing multiple acts of***
wire fraud by sending forged signatures through e-mail and then deducting dues
based on this wire fraud.

15 139. Ms. Jimenez re-alleges and incorporates by reference the paragraphs
16 set forth above.

17 140. Upon information and belief, Defendant SEIU 775 used electronic
18 communications to falsely and fraudulently inform DSHS that Ms. Jimenez had
19 authorized union membership and that the deduction of dues from her wages was
20 authorized, even after she revoked that alleged authorization in December 2020.

21 141. Upon information and belief, this communication between SEIU 775
22 and DSHS was repeated at least monthly between August 2016 through December
23 2020, based upon the standard practice and procedure of SEIU 775 and DSHS.
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1 142. These acts constitute a predicate offense for purposes of a RICO claim
2 under 18 U.S.C. § 1964. See 18 U.S.C. §1343 (wire fraud). These acts violate 18
3 U.S.C. § 1962(b) and (c).

4 143. Defendant SEIU 775 and Defendant SEIU International form an
5 enterprise for purposes of engaging in representational activity including activities
6 in interstate commerce.

7 144. Defendant SEIU 775 and Defendant DSHS together form an enterprise
8 for the purpose of 1) managing employee wages and 2) managing dues deductions
9 from employee wages, for the benefit of SEIU 775.

10 145. Defendant SEIU 775's actions constitute a pattern of false and
11 fraudulent conduct.

12 146. Defendant SEIU 775 made false and fraudulent communications to
13 Defendant DSHS repeatedly and consistently after Ms. Jimenez withdrew her
14 alleged authorization.

15 147. Upon information and belief, Defendant SEIU 775 extends this pattern
16 and practice of false and fraudulent communications to its handling of other
17 employees' wages and authorizations for dues deductions by misrepresenting the
18 authorization of dues deductions for other SEIU 775-represented employees paid by
19 DSHS.

20 148. Defendant SEIU 775 followed a nearly identical pattern in at least 3
21 prior instances, with Cindy Ochoa, Sigifredo Araujo, and Maria Gatdula.

22 149. Absent court intervention, this pattern and practice of fraudulent
23 communication will continue in the future.

1 150. Defendant SEIU 775's actions have had a direct and continuing effect
2 on Defendant DSHS' payment of wages to Ms. Jimenez, by reducing the amount of
3 wages she receives

4 151. Defendant SEIU 775 exercises control and management over the
5 deduction of dues from Ms. Jimenez's paycheck by directing State Defendants from
6 whom to take dues.

7 152. But for Defendant SEIU 775's fraudulent actions, Ms. Jimenez would
8 not have been deprived of her property (wages).

9 153. Defendant SEIU 775's fraudulent actions are the proximate cause of
10 these damages.

11 154. Upon information and belief, Ms. Jimenez has been deprived in the
12 amount of \$18 per month plus \$10 per month since August 2016.

13 155. The COPE deduction is designated by Defendant SEIU 775 for
14 electoral political purposes.

15 156. As Ms. Jimenez did not sign the purported membership agreement, the
16 purpose of the COPE deduction was not explained to her, nor did she consent to it,
17 and, in fact, Ms. Jimenez objects to a portion of her wages being used for such
18 purposes.

19 157. Upon information and belief, Defendant SEIU 775 is an affiliate of the
20 Defendant national (and international) organization, Service Employees
21 International Union, which has locals and sub-local unions in every state.

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1 158. Upon information and belief, Defendant SEIU 775 sends a portion of
2 membership dues to Defendant Service Employees International Union's national
3 organization.

4 159. Defendant SEIU 775's actions clearly involve and affect interstate
5 commerce, as money illegally seized from Ms. Jimenez's and other's paychecks is
6 then transmitted across state lines and used to fund political campaigns across the
7 country.

8 160. Thus, Defendant SEIU 775's actions in fraudulently taking Ms.
9 Jimenez's money affect interstate commerce.

10 **COUNT V**

11 ***Defendants willfully withheld Ms. Jimenez's wages under RCW 49.52.050.***

12 161. Ms. Jimenez re-alleges and incorporates by reference the paragraphs set
13 forth above.

14 162. Any employer, including an elected public official, who willfully and
15 with intent to deprive the employee of any part of her wages, and who in fact pays
16 an employee a lower wage than the employer is obligated to pay, shall be guilty of
17 a misdemeanor. RCW 49.52.050(2).

18 163. Any employer, office, or agent who violates RCW 49.52.050(2) shall
19 be liable in a civil action for twice the amount of wages unlawfully withheld by way
20 of exemplary damages, together with costs and reasonable attorney's fees. RCW
21 49.52.070.

22 164. Defendants willfully withheld wages from Ms. Jimenez when they
23 began to withhold union dues from her wages without authorization in August 2016.
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1 165. Defendants willfully withheld wages from Ms. Jimenez in December
2 2019, when they continued to withhold union dues from her wages without
3 authorization, even after Ms. Jimenez informed them of the wrongful nature of the
4 wage withholdings.

5 166. Ms. Jimenez demands compensation for twice the amount of the wages
6 that were willfully withheld from her in the form of union dues and COPE
7 deductions, as well as costs and reasonable attorney's fees, as she is entitled to under
8 the law.

9 **VI. PRAYER FOR RELIEF**

10 WHEREFORE, Ms. Jimenez requests that this Court:

11 167. **Declaratory Judgment:** Issue an order affirming her First
12 Amendment right to abstain from financially supporting a labor union, pursuant to
13 28 U.S.C. §§ 2201 and 2202;

14 168. **Declaratory Judgment:** Enter declaratory judgment, pursuant to 28
15 U.S.C. §§ 2201 and 2202, that Defendants violated Ms. Jimenez's First Amendment
16 rights by withdrawing union dues against her will, in part based on a forged
17 signature, and grant all other necessary and proper relief in connection therewith.

18 169. **Declaratory Judgment:** Enter declaratory judgment, pursuant to 28
19 U.S.C. §§ 2201 and 2202, that Defendants failed to observe procedural safeguards
20 necessary to protect Ms. Jimenez's First Amendment rights by allowing the union,
21 a self-interested party, to dictate to the employer from whom to withdraw union dues
22 and/or other payments, and in what amounts, and creating an environment conducive
23 to such violations.

1 170. **Injunctive Relief:** Enjoin Defendants from engaging in a practice
2 whereby the state employer relies only upon the representations of the Union in
3 withholding union dues from employees' pay.

4 171. **Damages:** Order Defendants to restore all funds illegally seized from
5 her wages, with interest at the maximum rate allowed by law, to Ms. Jimenez, under
6 42 U.S.C. § 1983, and award nominal, general and punitive damages for violation
7 of constitutional rights, under 42 U.S.C § 1983.

8 172. **Damages:** Award statutory damages, reimbursement, exemplary
9 damages, and interest to the maximum allowed by law, and reasonable costs and
10 attorneys' fees under RCW 49.52.070.

11 173. **Damages:** Order Defendants to restore all funds illegally seized from
12 her wages, with interest at the maximum rate allowed by law, to Ms. Jimenez, under
13 42 U.S.C. § 1983.

14 174. **Damages:** Award treble damages, costs, and reasonable attorney's fees
15 pursuant to 18 U.S.C. § 1964(c).

16 175. **Damages:** Ms. Jimenez demands reimbursement, plus interest, of the
17 money taken from her, general damages, and punitive damages for a violation of her
18 First Amendment rights, under 42 U.S.C. § 1983, plus interest at the maximum rate
19 allowed by law. Ms. Jimenez also demands reimbursement of her costs and
20 reasonable attorneys' fees under 42 U.S.C. § 1988
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23 176. **Damages:** Ms. Jimenez demands reimbursement, plus interest, of the
24


1 money taken from her, general damages and punitive damages for Defendants'
2 violation of the Washington Criminal Profiteering Act, pursuant to RCW
3 9A.82.100(1)(c). Ms. Jimenez also demands reimbursement for the costs of the suit,
4 including reasonable investigative and attorney's fees, pursuant to RCW
5 9A.82.100(1)(c).

6 **177. Civil Penalties:** Ms. Jimenez also request that the court impose a civil
7 penalty not exceeding \$250,000 on Defendants SEIU 775 and SEIU International
8 for their violation of the Washington Criminal Profiteering Act, pursuant to RCW
9 9A.82.100(1)(d).

10 **178. Costs and Attorney's Fees:** Award costs and reasonable attorneys'
11 fees, under 42 U.S.C. §1988.

12 **179. Other Relief:** Order all other appropriate relief as the Court may deem
13 just and proper.


14 DATED this day of September 29, 2021.

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17
18 By: 
19 Sydney Phillips, WSBA # 54295
20 c/o Freedom Foundation
21 P.O. Box 552 Olympia, WA 98507
22 p. 360.956.3482 f. 360.352.1874
23 sphillips@freedomfoundation.com
24

CERTIFICATE OF SERVICE

I hereby certify that on September 29, 2021, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all counsel/parties of record. I hereby certify that no other parties are to receive notice.

Dated: September 29, 2021

By: 
Sydney Phillips, WSBA # 54295
c/o Freedom Foundation
P.O. Box 552 Olympia, WA 98507
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Sydney Phillips
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**UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF WASHINGTON, AT YAKIMA**

KRISTY JIMENEZ, an individual,

Plaintiff,

v.

SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 775,
a local chapter of an unincorporated labor
organization; SERVICE EMPLOYEES
INTERNATIONAL UNION, an
unincorporated labor organization; DON
CLINTSMAN, in his official capacity as
ACTING SECRETARY of the
WASHINGTON STATE DEPARTMENT
OF SOCIAL AND HEALTH SERVICES;
SEIU INTERNATIONAL; and JAY
INSLEE, in his official capacity as
GOVERNOR of the STATE OF
WASHINGTON

Defendant.

No.

**DECLARATION OF KRISTY
JIMENEZ VERIFYING
COMPLAINT**

No.
DECLARATION VERIFYING JIMENEZ
COMPLAINT



P.O. Box 552, Olympia, WA 98507
P: 360.956.3482 | F: 360.352.1874

DECLARATION OF KRISTY JIMENEZ VERIFYING THE FOREGOING COMPLAINT

I, Kristy Jimenez, pursuant to 28 U.S.C. § 1746 of the Judicial Code, declare as follows:

1. I am a Plaintiff in the above-captioned case. I am over the age of eighteen (18) and am competent to testify to the following facts based on my personal knowledge, or based on information available to me, to which I could and would competently testify if called as a witness in this matter.

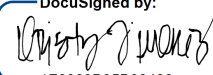
2. I have reviewed the complaint. I know or believe that all the allegations I have made based upon personal knowledge in that complaint are true. I believe that the allegations of which I do not have personal knowledge are true based on information and/or documents held by others.

3. I verify under penalty of perjury under the laws of the United State of America that the factual statements in this foregoing Complaint concern myself, my activities, and my intentions are true and correct, and I believe the factual statements concerning my employer, its activities, and its intentions, as well as my union, its activities, and its intentions, and payroll provider, its activities and intentions, are true and correct based on information and/or documents held by others.

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

Executed on: 9/29/2021 _____.

Place of signing: zillah _____, Washington.

DocuSigned by: 
1F6063B95B93433...

Kristy Jimenez

