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**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FRESNO COUNTY**

**SHIRLEY MARSH, LAURA LOZANO,
TUAN VU, SONIA CASTRO, CARLOS
CHEVEZ, CHAQUAN MAY, ESTHER
ESCARGA, TABISH ZAMAN, TONI
PIPKIN, VALERIE TAYLOR, ALEXIA
ALSTON, and IURIK TOVMASIAN** on
behalf of themselves, and all others similarly
situated,

Plaintiffs,

v.

**SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL
2015**, a public sector labor union,

Defendant.

Case No.:

**VERIFIED CLASS ACTION
COMPLAINT**

NATURE OF ACTION

1. Service Employees International Union, Local 2015 (“SEIU 2015”) has defrauded, manipulated, cheated and misled dozens, and potentially hundreds, of the most vulnerable individuals in the State of California, many of whom have devoted their lives to taking care of disabled family members. This suit is about making their voices, and the voices of many others who have not had a chance yet to speak up, heard, so that SEIU 2015’s unfair business practices are not permitted to continue.

2. Without obtaining their permission or authorization, or by obtaining that authorization through trickery, SEIU 2015 took money in the form of union dues directly from plaintiffs’ paychecks without their consent. After all, as one SEIU 2015 employee put it, “it’s such a small amount, why do you care if we just take it from your paycheck?”

3. Plaintiffs spent hours calling, emailing and mailing SEIU 2015 to get them to stop taking dues from their paychecks after they sent in their membership resignations. SEIU 2015 ignored their calls, emails and letters, refused to provide the plaintiffs with dues cards the union purports they signed, promised to stop taking money from the plaintiffs’ paychecks but continued to do so, eventually took the plaintiffs’ calls about stopping dues but then abruptly hung up, over and over again, and transferred them from department to department all so SEIU 2015 could continue to steal the plaintiffs’ hard-earned money.

4. SEIU 2015 threatened plaintiffs during orientation for their in-home health provider jobs that if they didn’t join SEIU 2015, they would lose their benefits. SEIU 2015 also locked one plaintiff in the orientation meeting room and told her that if she didn’t sign a membership card, she would not be allowed leave. SEIU 2015 took advantage of the IHSS worker’s vulnerability and lack of English proficiency to pressure and deceive them into joining SEIU 2015 so that it could take money from their wages, and where SEIU 2015 was unsuccessful at their pressure tactics, it simply took the money anyway.

5. California Business and Professions Code § 17200 prohibits business practices that are illegal, and also ones that are “immoral, unethical, oppressive, unscrupulous or substantially

injurious to consumers.” There is no question that SEIU 2015 acted immorally, unethically, oppressively, unscrupulously and unjustly. It also acted illegally.

JURISDICTION AND VENUE

6. This Court has jurisdiction because California Superior Courts have jurisdiction for injunctive relief and restitution.

7. Venue is proper because one of the plaintiffs, Tabish Zaman, was injured in Fresno County.

PARTIES

8. Laura Lozano is and at all times mentioned herein was an individual citizen of the state of California and resident of Los Angeles County, California. Ms. Lozano brings this suit on behalf of herself in her individual capacity, and on behalf of others similarly situated.

9. Tuan Vu is and at all times mentioned herein was an individual citizen of the state of California and resident of Santa Clara County, California. Mr. Vu brings this suit on behalf of himself in his individual capacity, and on behalf of others similarly situated.

10. Sonia Castro is and at all times mentioned herein was an individual citizen of the state of California and resident of San Francisco County, California. Ms. Castro brings this suit on behalf of herself in her individual capacity, and on behalf of others similarly situated.

11. Carlos Chevez is and at all times mentioned herein was an individual citizen of the state of California and resident of San Bernardino County, California. Mr. Chevez brings this suit on behalf of himself in his individual capacity, and on behalf of others similarly situated.

12. Chaquan May is and at all times mentioned herein was an individual citizen of the state of California and resident of San Bernardino County, California. Ms. May brings this suit on behalf of herself in her individual capacity, and on behalf of others similarly situated.

13. Shirley Marsh is and at all times mentioned herein was an individual citizen of the state of California and resident of San Bernardino County, California. Ms. Marsh brings this suit on behalf of herself in her individual capacity, and on behalf of others similarly situated.

14. Esther Escarga is and at all times mentioned herein was an individual citizen of the state of California and resident of Los Angeles County, California. Ms. Escarga brings this suit on behalf of herself in her individual capacity, and on behalf of others similarly situated.

15. Alexia Alston is and at all times mentioned herein was an individual citizen of the state of California and resident of Sacramento, California. Ms. Alston brings this suit on behalf of herself in her individual capacity, and on behalf of others similarly situated.

16. Tabish Zaman is and at all times mentioned herein was an individual citizen of the state of California and resident of Fresno County, California. Mr. Zaman brings this suit on behalf of himself in his individual capacity, and on behalf of others similarly situated.

17. Toni Pipkin is and at all times mentioned herein was an individual citizen of the state of California and resident of Sacramento County, California. Ms. Pipkin brings this suit on behalf of herself and in her individual capacity, and on behalf of others similarly situated.

18. Valerie Taylor is and at all times mentioned herein was an individual citizen of the state of California and resident of Sacramento County, California. Ms. Taylor brings this suit on behalf of herself and in her individual capacity, and on behalf of others similarly situated.

19. Iurik Tovmasian is and at all times mentioned herein was an individual citizen of the state of California and resident of Los Angeles County, California. Mr. Tovmasian brings this suit on behalf of himself and in his individual capacity, and on behalf of others similarly situated.

20. Defendant SEIU 2015 is a labor union. Its principal place of business is 2910 Beverly Blvd., Los Angeles, CA 90057.

21. SEIU 2015 has a local office in Fresno, California, located at 1943 N Gateway Blvd, Fresno, CA 93727.

FACTUAL ALLEGATIONS

A. SEIU 2015 Steals Ms. Lozano's Wages Despite Her Repeated Demands That It Stop

22. Laura Lozano is an in-home health services (“IHSS”) provider who is employed by the IHSS program in Los Angeles County and provides home-based care for two clients.

1 23. In 2017, Ms. Lozano received an unsolicited visit to her house from a representative
2 from SEIU 2015 in which she was solicited to join SEIU 2015. During the visit, the SEIU 2015
3 representative electronically signed a membership agreement on behalf of Ms. Lozano without
4 first showing her the membership agreement or informing her that agreeing to join SEIU 2015
5 would possibly trap her into a window period where she would not be able to opt out of
6 membership or stop paying dues unless she made her request within a very short fifteen day
7 window, once a year.

8 24. The representative also did not inform her that she would be obligated to pay union
9 dues and did not inform her how much union dues would be.

10 25. Like most IHSS providers, Ms. Lozano believed she was required to be a union
11 member and did not know that she did not have to pay dues. SEIU 2015 also never told her that
12 she could resign membership and stop paying dues after the *Janus v. Am. Fed'n of State, Cnty., &*
13 *Mun. Emps., Council 31*, 585 U.S. 878 (2018) Supreme Court decision in 2018.

14 26. At some point right before October 2024, Ms. Lozano realized that she did not have
15 to be a union member or pay dues.

16 27. On October 1, 2024, Ms. Lozano mailed her first opt-out letter to SEIU 2015. A
17 representative from SEIU 2015 called her and asked why she wanted to end her membership. Ms.
18 Lozano explained why and asked that she be immediately removed from union member rolls and
19 that SEIU 2015 immediately stop taking money from her paycheck for dues.

20 28. After that phone call, SEIU 2015 never contacted her again but continued to deduct
21 dues from her paycheck without ever, to date, providing a letter informing her of her proper
22 window period or any other acknowledgement as to why it continued to take money from her
23 paycheck.

24 29. Ms. Lozano sent a second certified opt out letter in July 2024.

25 30. From July 2024 to the present, Ms. Lozano made repeated attempts to contact SEIU
26 2015 to opt out of her membership and stop paying dues.

31. She left several voice messages and sent numerous emails requesting to resign her membership and withdrawing her consent for SEIU 2015 to takes dues payments from her paycheck.

32. SEIU 2015 ignored her requests to opt-out.

33. As of the date of this filing, SEIU 2015 is still ignoring Ms. Lozano's request to opt out of SEIU 2015 membership and continues to deduct dues from her paycheck every month.

B. SEIU 2015 Steals Money from Mr. Vu's Wages Despite His Repeated Demands That It Stop

34. Tuan Vu is an IHSS provider who is employed by the IHSS program in Santa Clara County and provides homebased care for a member of his family.

35. On January 12, 2024, Mr. Vu attended the mandatory IHSS orientation. Without explaining anything to the providers, an SEIU 2015 representative told him and the others in attendance that they had to fill out all the paperwork, including the SEIU 2015 membership form, before they were even allowed to go into the orientation meeting.

36. SEIU 2015 representatives stated that the paperwork Mr. Vu signed was part of the job application packet and mandatory in order to begin an IHSS position.

37. On January 12, 2024, during this new employee orientation, representatives from SEIU 2015 told him that in order to work as an IHSS worker, he must be a union member and pay dues. This is a false statement.

38. Mr. Vu believed the SEIU 2015 representative and signed up for union membership even though he did not want to be a union member.

39. Because of Mr. Vu's reliance on the SEIU 2015 representative's statement, SEIU 2015 takes dues from Mr. Vu's monthly wages.

40. Within a week of signing the IHSS employee packet, which included an SEIU 2015 membership card, Mr. Vu realized that he did not have to be a member or pay dues.

41. As such, on April 17, 2024, and June 17, 2024, Mr. Vu personally went to the SEIU 2015 office and physically handed them his opt out letters that contained requests to see his

1 membership card. SEIU 2015 ignored his opt-out requests and request to see a copy of his
2 membership card, and continued taking dues monthly from his paycheck.

3 42. Mr. Vu then sent another opt out letter via certified mail on July 10, 2024, hoping
4 he would receive some acknowledgement or response from SEIU 2015.

5 43. Finally, without any response to Mr. Vu, and without providing him his membership
6 card, SEIU 2015 stopped deducting dues from his paycheck in February 2025.

7 **C. SEIU 2015 Harasses Ms. Castro and Then Steals Money from Her Paycheck**

8 44. Sonia Castro is an IHSS provider who has been employed by the IHSS program in
9 San Francisco County since February 2024.

10 45. After Ms. Castro began working as an IHSS provider, SEIU 2015 representatives
11 called her several times at home and harassed her about the fact that she had not yet joined SEIU
12 2015 as a member.

13 46. On August 15, 2024, an SEIU 2015 representative called Ms. Castro and informed
14 her that the only way to receive paid medical leave was to sign up for union membership. This is
15 patently false.

16 47. Ms. Castro, a non-native English speaker, felt pressured to join SEIU 2015 because
17 paid medical leave was an important benefit for her. As a result of the SEIU 2015 representative's
18 coercion and misrepresentation, Ms. Castro joined SEIU 2015 and signed a dues authorization card
19 on August 15, 2024.

20 48. Ms. Castro relied on SEIU 2015 representative's misrepresentation that she would
21 not get paid medical leave if she did not sign up for union membership, and as a result, joined
22 SEIU 2015.

23 49. As soon as she did, SEIU 2015 began deducting dues from her paycheck.

24 50. Because Ms. Castro felt she had been pressured and lied to, on August 19, 2024,
25 Ms. Castro sent an opt-out letter requesting an end to future dues payments and release from union
26 membership.

27 51. SEIU 2015 ignored Ms. Castro's request.

1 52. Ms. Castro retained counsel and on October 25, 2024, her attorney sent a letter to
2 SEIU 2015 requesting that dues deductions stop. SEIU 2015 ignored her attorney's request to opt
3 out of union membership and stop dues payments from her paycheck.

4 53. As of the date of this filing, SEIU 2015 continues to deduct dues from Ms. Castro's
5 paycheck.

6 **D. SEIU 2015 Steals Mr. Chevez's Wages and Ignores His Communications Demanding**
7 **that It Stop.**

8 54. Carlos Chevez is an IHSS provider who is employed by the IHSS program in San
9 Bernardino County and provides homebased care for his ailing and elderly mother.

10 55. Mr. Chevez sent mail requesting to leave the union and stop paying dues in March
11 2023, November 2023, and December 2023.

12 56. Mr. Chevez called SEIU 2015 in April 2024 to opt out of membership and stop
13 paying dues. An SEIU 2015 membership representative informed him that he needed to send a
14 handwritten letter, not one that was printed on the computer.

15 57. This requirement does not exist anywhere in SEIU 2015's membership agreement
16 with Mr. Chevez, nor did SEIU 2015 inform Mr. Chevez of this requirement prior to him signing
17 up to be a member in 2015.

18 58. Per SEIU 2015's instruction, on August 20, 2024, Mr. Chevez sent a handwritten
19 opt out letter to SEIU 2015 via certified mail. He then sent a subsequent handwritten letter in
20 September 2024 via certified mail.

21 59. SEIU 2015 ignored the certified handwritten opt-out letters that Mr. Chevez sent
22 and continued to deduct dues from his paycheck.

23 60. Finally, in October 2024, SEIU 2015 stopped taking money from his paycheck after
24 wrongfully taking it after multiple requests.

25 61. SEIU 2015 never returned the money it wrongfully took from Mr. Chevez.

E. SEIU 2015 Steals Money from Ms. May's Paychecks Despite Multiple Certified Letters Requesting that Dues Deductions Stop.

62. Chaquan May is an IHSS provider who is employed by the IHSS program in San Bernardino County and provides homebased care for her baby.

63. In September 2023, SEIU 2015 coerced Ms. May into signing up for union membership.

64. At the IHSS orientation in September 2023, after spending 75% of the meeting pressuring the new IHSS workers to join SEIU 2015, rather than discussing the scope and details of IHSS work, SEIU 2015 excused the state employees doing the orientation and locked the doors, leaving only SEIU 2015 representatives and the new IHSS workers in the room.

65. SEIU 2015 then passed out the forms to join SEIU 2015.

66. Ms. May told the union representative that she would like to take the form home and review it. The SEIU 2015 representative kept responding with, "what are you waiting for? Just sign it now, we're waiting for everyone to sign...no one is leaving until everyone signs..." The SEIU 2015 representatives locked the doors to the orientation room, sat at the end of the row, and waited for everyone to sign and pass down their forms. Ms. May wanted to leave but did not feel like she could walk out of the orientation until she signed the membership form. Ms. May reluctantly signed the membership form.

67. On September 3, 2024, SEIU 2015 began deducting dues from her paycheck.

68. The next day, on September 4, 2024, once Ms. May felt safe outside of orientation, she sent a certified opt out letter to SEIU 2015. SEIU 2015 has ignored her opt out letter and continued to deduct dues from her paycheck.

69. Ms. May retained counsel and on March 4, 2025, her attorney sent a letter to SEIU 2015 requesting that dues deductions stop. SEIU 2015 ignored her attorney's request.

70. As of the date of this filing, SEIU 2015 continues to deduct dues from Ms. May's paycheck.

1 **F. SEIU 2015 Steals Money from Ms. Marsh, an IHSS Provider Who Cares for Her Son**
2 **with Disabilities**

3 71. Shirley Marsh is an IHSS provider who is employed by the IHSS program in San
4 Bernardino County and provides homebased care for her grandson with disabilities. Ms. Marsh
5 never signed a membership agreement with SEIU Local 2015 and does not agree with their
6 political activity.

7 72. Despite not signing any membership agreement or dues authorization, SEIU 2015
8 deducts dues from her monthly paycheck.

9 73. On September 5, 2024, Ms. Marsh sent a certified opt out letter to SEIU 2015 even
10 though she had no need to do so, since she was never a union member to begin with.

11 74. As of the date of this filing, SEIU 2015 continues to deduct dues from her monthly
12 paycheck.

13 **G. SEIU 2015 Steals Money from Ms. Escarga After Repeatedly, and Unsuccessfully,**
14 **Harassing Her to Join SEIU 2015**

15 75. Esther Escarga is an IHSS provider who is employed by the IHSS program in Los
16 Angeles County and provides homebased care for her sick husband. When she attended the IHSS
17 orientation in February 2024, she did not sign any paperwork relating to union membership.

18 76. Three months later, in May 2024, an SEIU 2015 representative called her on her
19 home phone and asked her if she would become a member. Ms. Escarga emphatically said, “no!”

20 77. Shortly after that, SEIU 2015 sent her a membership application in the mail, which
21 she promptly ripped apart.

22 78. Despite this, SEIU 2015 began deducting dues from her paycheck every month
23 starting in May 2024.

24 79. On July 27, 2024, Ms. Escarga sent a handwritten opt out letter with a picture of
25 her driver’s license. She then sent two more opt out letters to SEIU 2015 on November 18, 2024
26 and December 16, 2024. She sent these letters even though she should not have had to – she was
27 not a union member and never agreed in any way to paying dues.

1 80. In August 2024, an SEIU 2015 representative did reach out to Ms. Escarga to try to
2 convince her not to leave the union. Ms. Escarga insisted that she never joined and did not want to
3 continue paying dues. Ms. Escarga explained that she could not afford dues because her husband
4 was very sick and unemployed. The SEIU 2015 representative hung up the phone without ever
5 helping Ms. Escarga resign from union membership or stop dues deductions.

6 81. SEIU 2015 has ignored all of Ms. Escarga's attempts to stop dues deductions, and
7 continues to take money from her paycheck every month despite the fact that she never agreed to
8 union membership.

9 **H. SEIU 2015 Ignores Tabish Zaman and Continues to Steal Money from His Paycheck**

10 82. Tabish Zaman is an IHSS provider who is employed by the IHSS program in Fresno
11 County and provides homebased care for his mother who is suffering from cancer.

12 83. In April 2023, Mr. Zaman noticed that SEIU 2015 was deducting dues from his
13 paycheck.

14 84. Mr. Zaman received text messages from SEIU 2015 representatives asking him to
15 join SEIU 2015. When he clicked on the links in those messages, he was automatically signed up
16 for union membership.

17 85. At no point did the text message or link inform Mr. Zaman that he would be subject
18 to paying union dues for a year, at the very least, or what the amount of those dues would be.

19 86. In May 2023, Mr. Zaman sent an opt out letter to SEIU 2015 requesting to withdraw
20 his membership and cease dues deductions.

21 87. Shortly thereafter, an SEIU 2015 representative informed him that he sent the letter
22 to the wrong address and told him to rethink leaving the union because he would still have to pay
23 dues until March of 2024.

24 88. Mr. Zaman did not understand why he would have to continue paying dues until
25 March 2024 when he never signed any agreement to join the union or pay dues. He then asked for
26 a copy of the dues authorization agreement that SEIU 2015 stated he had signed.

89. To date, SEIU 2015 has never sent him a copy of any agreement nor explained to him why its dues deductions from his paycheck were justified.

90. Mr. Zaman retained counsel in January 2024. After multiple correspondence between Mr. Zaman's counsel and SEIU 2015's counsel to stop Mr. Zaman's dues payments, SEIU 2015's counsel, Mr. Glenn Rothner, stated in an email dated June 17, 2024, that SEIU 2015 was willing to refund Mr. Zaman's dues, with interest and stop taking dues from his paycheck.

91. Despite numerous emails and phone calls after this, SEIU 2015 has yet to refund Mr. Zaman's dues.

92. SEIU 2015 continued to deduct dues from Mr. Zaman's paycheck until April 15, 2024, without any consent from Mr. Zaman.

93. As of the date of this filing, SEIU 2015 has still not reimbursed Mr. Zaman his dues as had been promised by SEIU 2015's counsel.

I. SEIU 2015 Ignores Ms. Pipkin After Repeated Requests to Stop Dues Payments and Continues to Steal Money from Her Paycheck

94. Toni Pipkin is an IHSS provider who has been employed by the IHSS program in Sacramento County since 2019. Ms. Pipkin never signed a membership agreement with SEIU 2015.

95. Despite this, in January 2024, SEIU 2015 began deducting dues from her paycheck. Ms. Pipkin called SEIU 2015 twice and informed the membership department that she is not a member, and was never a member in the past. An SEIU 2015 representative informed her that she needed to send a certified opt out letter *even though she is not a union member*.

96. Ms. Pipkin followed SEIU 2015's instruction and sent a certified letter in August 2024 stating that she wanted to opt out of a membership she never signed up for and demanded that SEIU 2015 stop deducting her dues.

97. Ms. Pipkin received no response from SEIU 2015 and SEIU 2015 continued to deduct dues from her paycheck.

1 98. Ms. Pipkin then sent *three more* letters to SEIU 2015 between September 2024 and
2 February 2025 demanding that SEIU 2015 stop taking dues from her monthly paycheck.

3 99. To date, SEIU 2015 has not responded to her letters and has continued to deduct
4 dues from her paycheck.

5 **J. SEIU 2015 Intentionally Ignores Ms. Alston and Continues to Steal Her Wages**

6 100. Alexia Alston is an IHSS provider who has been employed by the IHSS program
7 in Sacramento County since 2024.

8 101. On July 23, 2024, Ms. Alston attended an IHSS orientation provided by Sacramento
9 County.

10 102. At the end of the orientation, an SEIU 2015 representative named Ms. Edu passed
11 around a union membership form.

12 103. Ms. Alston did not sign the form and repeatedly told Ms. Edu that she did not want
13 to be a union member.

14 104. In September 2024, an SEIU 2015 representative texted her on her personal phone
15 and asked her whether she wanted to join SEIU 2015. Ms. Alston ignored the text.

16 105. In October 2024, SEIU 2015 started deducting dues from Ms. Alston's paycheck.

17 106. For the next two months, Ms. Alston repeatedly called SEIU 2015 to request that it
18 stop taking her money every month. She left messages that were never returned, she was hung up
19 on by several SEIU 2015 employees, and was transferred back and forth between departments
20 without any recourse.

21 107. At one point, Ms. Alston was finally able to get someone at SEIU 2015 on the phone
22 and when she complained that SEIU 2015 unlawfully took money from her paycheck every month,
23 despite the fact that she was not a union member, the SEIU 2015 representative replied: "it's such
24 a small amount, why do you care if we just take it from your paycheck?"

25 108. On November 14, 2024, Ms. Alston sent an opt-out letter to SEIU 2015 which
26 included a copy of her ID and was handwritten.

1 109. SEIU 2015 received the opt-out on November 18, 2024, per the tracking number
2 on the opt-out letter.

3 110. To date, and despite the fact that Ms. Alston was never a union member, SEIU 2015
4 continues to take dues from her paycheck without her consent and against her repeated demands
5 that SEIU 2015 stop.

6 **K. SEIU 2015 Steals Money from Ms. Taylor's Paycheck and Then Blocks Her When She**
7 **Tries to Enter SEIU 2015's Building to Physically Hand In Her Opt-Out**

8 111. Valerie Taylor is an IHSS provider who has been employed by the IHSS program
9 in Los Angeles County since 2023.

10 112. In March 2023, Ms. Taylor attended a new employee orientation online but never
11 signed up to be a union member because no union member was present at her orientation and there
12 was no mention of union membership during the orientation.

13 113. After her online orientation, Ms. Taylor went to the Los Angeles IHSS offices in
14 person to finalize some paperwork. She had no interaction with any SEIU 2015 representatives
15 during that visit.

16 114. Ms. Taylor received her first paycheck in March 2023.

17 115. In September 2023, she noticed that dues deductions had begun to be taken out of
18 her paycheck.

19 116. She had never received any communications from SEIU 2015 and never signed up
20 for membership, and therefore did not understand why there were dues deductions from her
21 paycheck.

22 117. On January 30, 2025, Ms. Taylor mailed a certified opt-out letter to SEIU 2015.

23 118. She received no response from SEIU 2015 but SEIU 2015 continued to deduct dues
24 from her paycheck.

25 119. In March 2025, Ms. Taylor went to the SEIU 2015 offices in order to physically
26 opt-out of union membership.

1 120. When she arrived at the building in Los Angeles, a security guard blocked her
2 entrance and would not let her in. She was unable to speak to anyone in SEIU 2015 to get them to
3 stop taking her money every month.

4 121. SEIU 2015 finally stopped taking money from Ms. Taylor's paycheck in April
5 2025, one and a half years' worth of dues deductions, despite the fact that she never signed up to
6 be a member and should not have been required to opt out of anything.

7 **L. SEIU 2015 Continues to Take Money from Mr. Tovmasian's Paycheck Even Though**
8 **He Opted Out of SEIU 2015 Membership and Dues In Accordance With SEIU 2015's**
9 **Own Requirements**

10 122. Iurik Tovmasian is an IHSS provider who has been employed by the IHSS program
11 in Los Angeles County since 2019.

12 123. At some point in 2019, Mr. Tovmasian attended a new employee orientation.

13 124. He does not speak English, and at the orientation, was given many documents to
14 sign to become an IHSS worker.

15 125. During the orientation, SEIU 2015 did not inform him that he did not have to sign
16 any membership card in order to be employed as an IHSS provider, did not inform him that SEIU
17 2015 would take dues from his paycheck every month, and did not inform him that he would not
18 be able to opt out except during a very small window period once a year.

19 126. Mr. Tovmasian does not remember signing an SEIU 2015 membership card.

20 127. At some point in 2024, when looking at his paystub, Mr. Tovmasian realized that
21 did not understand that the word "dues" on his paystub meant that it was money taken out by his
22 employer for SEIU 2015 union dues.

23 128. In October 2024, having seen the deductions on his paycheck a few times, he
24 decided to investigate. He called and emailed SEIU 2015 several times in October and November
25 but received no response.

26 129. On December 27, 2024, Mr. Tovmasian sent an opt-out letter to SEIU 2015. This
27 letter was sent by certified mail and SEIU 2015 received this letter on December 30, 2024.

130. SEIU 2015's membership agreements state as follows: This authorization shall remain in effect, even if I have resigned my membership in SEIU Local 2015, unless I revoke it by sending written notice via U.S. mail to SEIU Local 2015 (or other method if permitted by Local 2015's policies) within 15 days before or after (1) the annual anniversary date of this agreement or (2) the termination of the applicable collective bargaining agreement between my employer and union under which I am covered ("my window periods").

131. SEIU 2015 received Mr. Tovmasian's opt out within 15 days before the termination of the collective bargaining agreement between SEIU 2015 and IHSS Public Authority for Los Angeles County because the collective bargaining agreement terminated on December 31, 2024 and SEIU 2015 received the opt out on December 30, 2024.

132. Despite this, to date, SEIU 2015 has ignored Mr. Tovmasian's opt out and continues to deduct dues from his paycheck every month.

M. SEIU 2015 Abuses the Privilege California Law Grants It to Take Advantage of IHSS Workers

133. Pursuant to California Government Code § 1157.12, the state of California grants public sector unions a unique privilege: the state must rely on the union's certification as to who is and who is not a union member and from whom the state must deduct union dues before it issues the remainder of the funds to the employee. This certification is not confirmed by the state employer.

134. Every paycheck period, the union sends the state employer a list of employees from whom to deduct dues. The state does not verify the union's list.

135. If a public employee objects to dues payments because there has been some mistake or because she was never a member to begin with, she cannot complain to her public employer, the state. Instead, the state must turn a deaf ear to the complaint, per the California statute, and the employee may only seek recourse from the union itself.

136. While other "subscription" membership services, such as Netflix or a Costco membership, have a similar "auto-pay" option that deducts money from a customer's account

1 automatically, the customer can put a stop to the auto-pay by informing her bank or credit card that
2 the payments must stop.

3 137. In those cases, the customer has the power and authority over her own paycheck: if
4 she believes the subscription services are improperly charging her, she can stop payment and then
5 be challenged in court by the subscription service.

6 138. Here, state statute provides unions with complete control over dues deductions from
7 an employee. That means that an IHSS provider cannot contact his or her employer to make the
8 dues deductions stop – he or she must contact the union only.

9 139. In this case SEIU 2015 has abused its privilege and violated Section 17200 by
10 ignoring IHSS providers who request from SEIU 2015 to opt out of union membership and stop
11 paying dues, since only SEIU 2015 can ensure this occurs.

12 140. In this case, SEIU 2015 has abused its privilege and violated Section 17200 by
13 falsifying to the state that the Plaintiffs consented to have dues deducted every month when in
14 reality, they did not.

15 141. Additionally, pursuant to California Government Code § 3556, SEIU 2015, and
16 only SEIU 2015, is permitted to attend new employee orientations for IHSS workers.

17 142. At those orientations, SEIU 2015 is permitted to present its case for why IHSS
18 workers should join a union, and is then permitted to provide membership cards to IHSS workers
19 to sign up.

20 143. No other organization is permitted to attend these orientations to discuss public
21 employees' rights *not* to join a union if they do not want to join one.

22 144. Furthermore, pursuant to California Government Code § 3558, the state provides
23 SEIU 2015, and only SEIU 2015, personal contact information for all IHSS workers so that SEIU
24 2015 can contact them to persuade them to join SEIU 2015. Cal. Gov't Code § 3558 ("the public
25 employer shall provide the exclusive representative with the name, job title, department, work
26 location, work, home, and ***personal cellular telephone numbers, personal email addresses*** on file
27 with the employer, and home address of any newly hired employee...").

1 and immediate family, Plaintiffs' counsel, and any claims for personal injury, wrongful death
2 and/or emotional distress.

3 154. This Class Action Complaint seeks injunctive relief and restitution.

4 155. Class actions are statutorily authorized "when the question is one of common or
5 general interest, of many persons, or when the parties are numerous, and it is impracticable to bring
6 them all before the court...." Code Civ. Proc., § 382.

7 156. Class certification requires the existence of both an ascertainable class and a well-
8 defined community of interest among class members. *Johnson v. GlaxoSmithKline, Inc.*, (2008)
9 166 Cal. App. 4th 1497, 1508–09.

10 157. The community of interest requirement embodies three factors: "(1) predominant
11 common questions of law or fact; (2) class representatives with claims or defenses typical of the
12 class; and (3) class representatives who can adequately represent the class." *Johnson v.*
13 *GlaxoSmithKline, Inc.*, (2008) 166 Cal. App. 4th 1497, 1509.

14 158. Class members all have common interests with each other and with Plaintiffs,
15 stemming from the fact that they are all injured by SEIU 2015's scheme to take dues from
16 Plaintiffs' paychecks without their consent.

17 159. Class members have predominant questions of law and fact in common with
18 Plaintiffs.

19 160. They are all injured by SEIU 2015's scheme to take dues from Plaintiffs' paychecks
20 without their consent.

21 161. Plaintiffs are typical class representatives.

22 162. All class members would have substantively identical claims under California
23 Business and Professions Code § 17200 that Plaintiffs have because they are all injured by SEIU
24 2015's scheme to take dues from Plaintiffs' paychecks without their consent.

25 163. Plaintiffs can adequately represent the class.

26 164. Plaintiffs have all been injured by the same scheme to defraud them to pay SEIU
27 2015 membership dues without their knowing, intelligent and voluntary consent.

1 165. The class is sufficiently numerous for a class action suit.

2 166. There are eleven class members here in this suit.

3 167. There are 400,000 public employees represented by SEIU 2015.

4 168. It is impractical for courts to assess the claims of each public employee represented
5 by SEIU 2015 because there are potentially thousands of employees that would have standing to
6 sue under Section 17200.

7 169. A class certification would thus serve the interest of judicial efficiency.

8 CAUSE OF ACTION

9 **First Cause of Action: Violation of California's Unfair Competition Law ("UCL")** 10 **Cal. Bus. & Prof. Code § 17200, et seq.**

11 170. Plaintiffs and the Class repeat and re-allege the allegations contained in every
12 preceding paragraph as if fully set forth herein.

13 171. The UCL defines "unfair business competition" to include any "unlawful, unfair or
14 fraudulent" act or practice, as well as any "unfair, deceptive, untrue or misleading" advertising.
15 Cal. Bus. & Prof. Code § 17200.

16 172. Business and Professional Code Section 17200 is "not confined to anticompetitive
17 business practices but is also directed toward the public's right to protection from fraud, deceit,
18 and unlawful conduct." *Hewlett v. Squaw Valley Ski Corp.*, (1997) 54 Cal.App.4th 499, 519-520.

19 173. Under California law, any "person who engages, has engaged, or proposes to
20 engage in unfair competition may be enjoined in any court of competent jurisdiction." Cal. Bus.
21 & Prof. Code § 17203.

22 174. Public sector unions like SEIU 2015 are persons whose conduct is subject to
23 regulation under the UCL. *Isenberg v. United Tchrs. Los Angeles*, No. B259611, 2016 WL 750277,
24 at *1 (Cal. Ct. App. Feb. 26, 2016).

25 175. SEIU 2015's practice of misrepresenting to public employees the consequences of
26 not joining SEIU 2015 as a union member is a business practice within the meaning of the UCL.

176. SEIU 2015's practice of refusing to let public employees who are members opt-out of membership is a business practice within the meaning of the UCL.

177. SEIU 2015's practice of ignoring public employees who attempt to get SEIU 2015 to stop taking dues from their lawfully earned wages is a business practice within the meaning of the UCL.

178. SEIU 2015's practice of deducting dues from public employees' paychecks when they are not members and have never signed up for membership or authorized deductions is a business practice within the meaning of the UCL.

"Fraudulent" Prong

179. A business act or practice is "fraudulent" under the UCL if it is likely to deceive members of the consuming public.

180. SEIU 2015's acts and practices as alleged above constitute fraudulent business acts.

181. SEIU 2015's conduct during new employee orientations, described above, would lead a public employee (and Plaintiffs, specifically) to believe that they have no right to *not* join the union and that paying dues is mandatory.

182. SEIU 2015's conduct during new employee orientations, described above, would lead a public employee (and Plaintiffs, specifically) to believe that joining a union is mandatory if an employee wants to receive paid medical leave.

183. This is false, pursuant to Supreme Court precedent and California state law.

184. SEIU 2015 knowingly misrepresented the law to new IHSS workers in order to induce them to join SEIU 2015 and pay union dues despite those employees' express objections, or, in some cases, despite those employees' lack of knowledge that these misrepresentations were falsehoods.

"Unfair" Prong

185. Once Plaintiffs mailed in their opt-outs or called SEIU 2015, they withdrew consent from SEIU 2015 to take their money for dues payments. SEIU 2015 ignored Plaintiffs' requests to

1 stop taking Plaintiffs' money from their paychecks. These actions meet the "unfair" prong of the
2 UCL.

3 186. For Plaintiffs that never signed up to be union members, when SEIU 2015 took
4 money from their paychecks without their consent or authorization to do so, it acted "unfairly"
5 under the UCL.

6 187. SEIU 2015 misrepresented to Plaintiffs what would happen if they did not join
7 SEIU 2015. These misrepresentations meet the "unfair" prong of the UCL.

8 188. SEIU 2015's other acts and practices, such as ignoring Plaintiffs' opt out attempts,
9 as alleged above, constitute unfair business acts for purposes of the UCL.

10 **"Unlawful" Prong**

11 189. A business' violation of practically any law or statute can be considered an unlawful
12 business practice.

13 190. When SEIU 2015 misrepresents to Plaintiffs that if they do not sign up for SEIU
14 2015 membership, they will lose benefits, it is violating California state law and common law
15 against misrepresentation.

16 191. When SEIU 2015 takes Plaintiffs' money from their paychecks without
17 authorization, it is violating California state law and common law against unjust enrichment and
18 conversion.

19 192. When SEIU 2015 takes Plaintiffs' money from their paychecks without
20 authorization and uses it for SEIU 2015's political speech, it is violating Plaintiffs' First
21 Amendment rights under the United States Constitution and their free speech rights under Article
22 I, Section 2(a) of the California Constitution.

23 **PRAYER FOR RELIEF**

24 193. Plaintiffs respectfully request that this Court grant Plaintiffs and all putative Class
25 members the following relief against the Defendant:

26 194. Injunctive relief prohibiting such violations of the Unfair Competition Law by
27 Defendant SEIU 2015 in the future. Thus, "§ 17535 vests the trial court with broad authority to

1 fashion a remedy that will prevent unfair trade practices and will deter the defendant and others
2 from engaging in such practices in the future.” *People v. Toomey* (1984) 157 CA3d 1, 20.

3 195. An order that SEIU 2015 refund all dues payments deducted from the paychecks of
4 Plaintiffs and the class after each and every Plaintiff and class member withdrew consent for dues
5 deductions from their paychecks, or, in the case of those who never gave consent, all dues ever
6 deducted from their paychecks.

7 196. An award of reasonable attorneys’ fees and costs to counsel for Plaintiffs and the
8 Class.

9 197. An order certifying this action to be a proper class action, establishing an
10 appropriate Class (and any Subclasses the Court deems appropriate), finding that Plaintiffs are
11 proper representatives of the Class, and appointing the lawyers and Foundation representing
12 Plaintiffs as counsel for the class.

13 198. A trial by jury on all counts so triable.

14 199. Such other relief as the Court deems just and proper.

15 **JURY TRIAL DEMANDED**

16 Plaintiffs request a trial by jury on all issues so triable.

17
18 RESPECTFULLY SUBMITTED this 28th day of April, 2025

19
20 s/ Shella Alcabes
21 Shella Alcabes, Cal Bar No. 267551
22 salcabes@freedomfoundation.com
23 Ravi Prasad, Cal. Bar No. 355175
24 rprasad@freedomfoundation.com
25 Freedom Foundation
26 P.O. Box 552, Olympia, WA 98507
27 Tel: (360) 956-3482

28 *Attorneys for Plaintiffs*

Verification

I, Shirley Marsh, declare as follows:

1. I am a Plaintiff in the present case, a citizen of the United States of America, and a resident of the State of California.

2. I have personal knowledge of myself, my activities, and my intentions, including those set out in the foregoing *Verified Complaint*, if called I would competently testify as to matters stated herein.

3. I verify under penalties of perjury, under the laws of the United States, that the foregoing statements are true and correct.

Executed on: April 23, 2025

Shirley A Marsh

Shirley Marsh

Verification

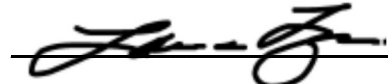
I, Laura Lozano, declare as follows:

1. I am a Plaintiff in the present case, a citizen of the United States of America, and a resident of the State of California.

2. I have personal knowledge of myself, my activities, and my intentions, including those set out in the foregoing *Verified Complaint*, if called I would competently testify as to matters stated herein.

3. I verify under penalties of perjury, under the laws of the United States, that the foregoing statements are true and correct.

Executed on: April 24, 2025



Laura Lozano

Verification

I, Tuan Vu, declare as follows:

1. I am a Plaintiff in the present case, a citizen of the United States of America, and a resident of the State of California.

2. I have personal knowledge of myself, my activities, and my intentions, including those set out in the foregoing *Verified Complaint*, if called I would competently testify as to matters stated herein.

3. I verify under penalties of perjury, under the laws of the United States, that the foregoing statements are true and correct.

Executed on: April 22, 2025

A handwritten signature in blue ink, appearing to read 'Tuan Vu', is written over a solid black horizontal line.

Tuan Vu

Verification

I, Sonia Castro, declare as follows:

1. I am a Plaintiff in the present case, a citizen of the United States of America, and a resident of the State of California.

2. I have personal knowledge of myself, my activities, and my intentions, including those set out in the foregoing *Verified Complaint*, if called I would competently testify as to matters stated herein.

3. I verify under penalties of perjury, under the laws of the United States, that the foregoing statements are true and correct.

Executed on: April 23, 2025



Sonia Castro

Verification

I, Carlos Chevez, declare as follows:

1. I am a Plaintiff in the present case, a citizen of the United States of America, and a resident of the State of California.

2. I have personal knowledge of myself, my activities, and my intentions, including those set out in the foregoing *Verified Complaint*, if called I would competently testify as to matters stated herein.

3. I verify under penalties of perjury, under the laws of the United States, that the foregoing statements are true and correct.

Executed on: April 22, 2025



Carlos Chevez

Verification


I, Chaquan May, declare as follows:

1. I am a Plaintiff in the present case, a citizen of the United States of America, and a resident of the State of California.

2. I have personal knowledge of myself, my activities, and my intentions, including those set out in the foregoing *Verified Complaint*, if called I would competently testify as to matters stated herein.

3. I verify under penalties of perjury, under the laws of the United States, that the foregoing statements are true and correct.

Executed on: April 22, 2025



Chaquan May

Verification

I, Esther Escarga, declare as follows:

1. I am a Plaintiff in the present case, a citizen of the United States of America, and a resident of the State of California.

2. I have personal knowledge of myself, my activities, and my intentions, including those set out in the foregoing *Verified Complaint*, if called I would competently testify as to matters stated herein.

3. I verify under penalties of perjury, under the laws of the United States, that the foregoing statements are true and correct.

Executed on: April 25, 2025



Esther Escarga

Verification

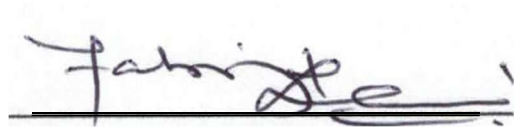
I, Tabish Zaman, declare as follows:

1. I am a Plaintiff in the present case, a citizen of the United States of America, and a resident of the State of California.

2. I have personal knowledge of myself, my activities, and my intentions, including those set out in the foregoing *Verified Complaint*, if called I would competently testify as to matters stated herein.

3. I verify under penalties of perjury, under the laws of the United States, that the foregoing statements are true and correct.

Executed on: April 23, 2025

A handwritten signature in dark ink, appearing to read 'Tabish Zaman', is written over a horizontal line.

Tabish Zaman

Verification


I, Toni Pipkin, declare as follows:

1. I am a Plaintiff in the present case, a citizen of the United States of America, and a resident of the State of California.

2. I have personal knowledge of myself, my activities, and my intentions, including those set out in the foregoing *Verified Complaint*, if called I would competently testify as to matters stated herein.

3. I verify under penalties of perjury, under the laws of the United States, that the foregoing statements are true and correct.

Executed on: April 23, 2025


Toni Pipkin

Verification

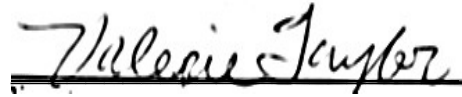
I, Valerie Taylor, declare as follows:

1. I am a Plaintiff in the present case, a citizen of the United States of America, and a resident of the State of California.

2. I have personal knowledge of myself, my activities, and my intentions, including those set out in the foregoing *Verified Complaint*, if called I would competently testify as to matters stated herein.

3. I verify under penalties of perjury, under the laws of the United States, that the foregoing statements are true and correct.

Executed on: April 23, 2025



Valerie Taylor

Verification

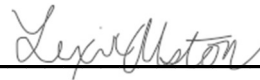
I, Alexia Alston, declare as follows:

1. I am a Plaintiff in the present case, a citizen of the United States of America, and a resident of the State of California.

2. I have personal knowledge of myself, my activities, and my intentions, including those set out in the foregoing *Verified Complaint*, if called I would competently testify as to matters stated herein.

3. I verify under penalties of perjury, under the laws of the United States, that the foregoing statements are true and correct.

Executed on: April 22, 2025



Alexia Alston

Verification

I, Iurik Tovmasian, declare as follows:

1. I am a Plaintiff in the present case, a citizen of the United States of America, and a resident of the State of California.

2. I have personal knowledge of myself, my activities, and my intentions, including those set out in the foregoing *Verified Complaint*, if called I would competently testify as to matters stated herein.

3. I verify under penalties of perjury, under the laws of the United States, that the foregoing statements are true and correct.

Executed on: April 25, 2025



Iurik Tovmasian