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7 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
8 **EL DORADO COUNTY**
9

10 **LUZVIMINDA KENDRICK, CLAUDIU**
HOTEA, NATHAN VU, WILLIAM
11 **DENHAM, and PATRICIA SANCHEZ** on
behalf of themselves, and all others similarly
12 situated,

13 Plaintiffs,

14 v.

15 **UNITED DOMESTIC WORKERS OF**
16 **AMERICA, UDW/AFSCME LOCAL**
17 **3930**, a public sector labor union,

18 Defendant.
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ELECTRONICALLY FILED
Superior Court of California,
County of El Dorado
04/28/2025 at 12:10:15 PM

By: Sara Platt, Deputy Clerk

Case No.: 25CV1092

**VERIFIED CLASS ACTION
COMPLAINT**

NATURE OF ACTION

1. United Domestic Workers of America, UDW/AFSCME Local 3930 (“UDW”) has defrauded, manipulated, cheated and misled some 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 UDW’s unfair business practices are not permitted to continue.

2. Ms. Kendrick, Mr. Vu and Mr. Denham never signed up to be union members. Despite this, UDW took union dues from their paychecks every month and ignored their calls, emails and letters requesting that UDW stop.

3. For Mr. Hotea, UDW took money from his paycheck every month and when he requested proof of his membership, UDW provided him a membership card with a signature that was not his own.

4. UDW also ignored Ms. Sanchez, who spent hours calling, emailing and mailing UDW to get UDW to stop taking dues from her paychecks after UDW told her that they would not process her membership application and she would not have to pay union dues.

5. UDW had so little regard for the IHSS workers’ choices that a UDW representative took Ms. Kendrick’s membership card where she clearly wrote “I do not want to participate” in the signature line and used it as a basis to deduct dues from her paycheck.

6. 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 UDW acted immorally, unethically, oppressively, unscrupulously and unjustly. It also acted illegally.

JURISDICTION AND VENUE

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

8. Venue is proper because one of the plaintiffs, William Denham, was injured in El Dorado County.

1 **PARTIES**

2 9. Luzviminda Kendrick is and at all times mentioned herein was an individual citizen
3 of the state of California and resident of Merced, California. Ms. Kendrick brings this suit on
4 behalf of herself in her individual capacity, and on behalf of others similarly situated.

5 10. Claudiu Hotea is and at all times mentioned herein was an individual citizen of the
6 state of California and resident of Riverside, California. Mr. Hotea brings this suit on behalf of
7 himself in his individual capacity, and on behalf of others similarly situated.

8 11. Nathan Vu is and at all times mentioned herein was an individual citizen of the state
9 of California and resident of San Deigo County, California. Mr. Vu brings this suit on behalf of
10 herself in her individual capacity, and on behalf of others similarly situated.

11 12. William Denham is and at all times mentioned herein was an individual citizen of
12 the state of California and resident of El Dorado County, California. Mr. Denham brings this suit
13 on behalf of himself in his individual capacity, and on behalf of others similarly situated.

14 13. Patricia Sanchez is and at all times mentioned herein was an individual citizen of
15 the state of California and resident of Riverside County, California. Ms. Sanchez brings this suit
16 on behalf of herself in her individual capacity, and on behalf of others similarly situated.

17 14. Defendant UDW is a labor union. Its principal place of business is 4855 Seminole
18 Dr., San Diego, CA 92115. UDW also has a local office in Placer/El Dorado County located at
19 4220 Rocklin Road, Suite 3, Rocklin, CA 95677.

20 **FACTUAL ALLEGATIONS**

21 **A. UDW Takes Money from Ms. Kendrick's Paycheck Despite Her Explicit Instruction**
22 **That She Does Not Want to Join UDW.**

23 15. Luzviminda Kendrick is an in-home health services ("IHSS") provider who is
24 employed by the IHSS program in Merced County and provides home-based care for her disabled
25 son.

1 16. On May 17, 2024, Ms. Kendrick attended a new employee orientation to be an
2 IHSS provider. At the orientation, she told a UDW representative repeatedly that she did not want
3 to join UDW.

4 17. When a UDW representative passed out membership forms, Ms. Kendrick took the
5 membership form and wrote the words “Do not want to participate” on the signature line instead
6 of her signature. A true and correct copy of Ms. Kendrick’s membership form is attached hereto as

7 **Exhibit A.**

8 18. In July 2024, Ms. Kendrick discovered that UDW was taking dues from her
9 paycheck.

10 19. Ms. Kendrick sent an opt-out letter to UDW on December 13, 2024.

11 20. In response, UDW sent a letter to Ms. Kendrick stating that she had agreed to dues
12 deductions, when in reality, Ms. Kendrick had not agreed.

13 21. UDW also stated in its letter that dues will not cease until May 2025.

14 22. As of the date of this filing, UDW continues to deduct dues from her paycheck
15 every month despite ever having any authorization to do so.

16 **B. UDW Forges Mr. Hotea’s Signature and Ignores Him When He Attempts to Leave**
17 **UDW**

18 23. Claudiu Hotea is an IHSS provider who is employed by the IHSS program in
19 Riverside County and provides homebased care for a member of his family.

20 24. Mr. Hotea became an IHSS provider in 2011.

21 25. During his new employee orientation in 2011, a UDW representative informed him
22 that he was required to sign a membership agreement in order to receive benefits such as health
23 insurance.

24 26. As such, Mr. Hotea signed a yellow membership card in 2011.

25 27. Several times between 2011 and 2023, Mr. Hotea received a postcard in the mail
26 from UDW that requested that he renew his membership. Mr. Hotea never signed or sent back this
27 postcard to UDW.

28. A UDW representative also came to his home asking if he would sign up to renew his membership. Mr. Hotea refused to do so.

29. In May 2023, Mr. Hotea sent an opt-out letter to UDW requesting to withdraw his membership and cease deductions.

30. On May 31, 2023, UDW responded with a letter addressed to “Laura” stating that Mr. Hotea had to pay dues until his opt-out window in March 2024.

31. Mr. Hotea had not signed anything with UDW since 2011 and UDW has failed to provide him with his membership card from 2011, despite numerous requests.

32. Moreover, the fact that he received multiple postcards and an in-person visit to renew his membership indicates that Mr. Hotea’s 2011 membership must have expired at some point before May 2023.

33. Mr. Hotea retained counsel in December 2023, and Mr. Hotea’s counsel then sent a demand letter to UDW demanding that dues stop and that UDW provide counsel with Mr. Hotea’s membership agreement.

34. On December 27, 2023, the Membership Resource Department of UDW sent Mr. Hotea’s counsel a copy of his membership agreement dated March 28, 2019.

35. The signature at the bottom of the membership agreement does not belong to Mr. Hotea.

36. Mr. Hotea never signed a membership agreement on March 28, 2019.

37. UDW eventually stopped taking dues from Mr. Hotea’s paycheck in May 2024.

C. UDW Takes Mr. Vu’s Money Without Any Authorization

38. Nathan Vu is an IHSS provider who has been employed by the IHSS program in San Diego County since February 2024.

39. In February 2024, Mr. Vu attended a new employee orientation.

40. At the orientation, a UDW representative attempted to pressured Mr. Vu to sign up to be a UDW member. Mr. Vu refused to sign any membership agreement.

41. Despite this, starting in February 2024, UDW began deducting dues from his paycheck every month.

42. In December 2024, Mr. Vu sent UDW an opt-out letter, demanding that UDW stop taking dues from his paycheck and requesting a copy of his membership agreement or any proof that UDW had authorization to take dues from his paycheck.

43. In response, UDW informed Mr. Vu that he would have to wait until February 2025 for dues deductions to stop. UDW did not provide him his membership agreement or any proof of authorization to take money from his paycheck every month.

44. Mr. Vu has never signed any UDW membership agreements or authorized UDW to deduct dues from his paycheck.

45. In February 2025, UDW stopped deducting dues from Mr. Vu's paycheck, one year after beginning to deduct dues, and without any authorization to do so.

D. Mr. Denham Never Signed Up to be a Union Member. UDW Still Takes Money from His Paycheck Every Month

46. William Denham is an IHSS provider who is employed by the IHSS program in El Dorado County and provides homebased care for his ailing brother. Mr. Denham is seventy (70) years old.

47. On January 19, 2025, Mr. Denham attended a new employee orientation for IHSS workers in El Dorado County.

48. During the orientation, a UDW representative passed out membership agreements for UDW. Mr. Denham began filling it out but then decided he did not want to be a union member. He then took the unfilled, unsigned agreement home with him. A true and correct copy of the agreement is attached hereto as **Exhibit B**.

49. At no point did Mr. Denham ever sign any membership agreement with UDW.

50. In his January 2025 paystub, Mr. Denham noticed that UDW was deducting dues from his paycheck.

1 51. On April 15, 2025, Mr. Denham sent UDW an opt-out letter demanding that UDW
2 stop deducting dues from his paycheck and requesting a copy of whatever membership agreement
3 UDW was using as a basis to deduct dues from his paycheck.

4 52. UDW responded that Mr. Denham must contact the San Diego office of UDW,
5 rather than the one located in El Dorado/Placerville County if he wants UDW to stop deducting
6 dues from his paycheck.

7 53. To date, UDW deducts money monthly from Mr. Denham's paycheck despite the
8 fact that he has never signed any membership agreements.

9 **E. UDW Tells Ms. Sanchez She Will Not Have to Pay Dues. UDW Still Takes Money from**
10 **Her Paycheck**

11 54. Patricia Sanchez is an IHSS provider who is employed by the IHSS program in
12 Riverside County and provides homebased care.

13 55. On November 14, 2024, Ms. Sanchez attended a new employee orientation in order
14 to work as an IHSS provider. At the orientation, Susan Duarte Garcia and another UDW
15 representative passed out membership forms to join UDW.

16 56. Ms. Sanchez signed the membership form and handed it to the UDW representative
17 who had accompanied Ms. Garcia. Within a few minutes, however, she changed her mind and
18 requested that she get her form back.

19 57. Ms. Garcia told her that: "The other girl who has all the documents just left, but I
20 can write down your name, provider number, address, and contact info and make sure it doesn't
21 get processed."

22 58. Ms. Garcia then wrote down Ms. Sanchez's name, provider number, address and
23 contact information.

24 59. Ms. Sanchez believed Ms. Garcia and relied on her statement.

25 60. Here reliance on Ms. Garcia was justifiable because Ms. Garcia is a union
26 representative.

27 61. As such, Ms. Sanchez did not pursue trying to get her documents back any further.

62. In January 2025, UDW began deducting dues from Ms. Sanchez's paycheck.

63. Ms. Sanchez then called UDW's Riverside office and UDW's San Diego office repeatedly. She also left several voice messages.

64. No one at UDW picked up the phone or called her back.

65. In late February 2025, Ms. Sanchez sent an opt-out letter to UDW demanding that they stop taking money from her paycheck and explaining what Ms. Garcia had told her.

66. UDW received the letter on March 1, 2025. Ms. Sanchez knows that UDW received the letter on that date because Ms. Sanchez sent it via certified mail and has the proof of receipt.

67. On April 9, 2025, UDW responded to Ms. Sanchez's letter and informed her that she had signed a card and UDW would continue taking dues from her paycheck until November 2025. UDW also attached the very same membership form Ms. Sanchez had signed and that Ms. Garcia stated would not be processed.

68. To date, UDW continues to deduct dues from Ms. Sanchez's paycheck.

F. UDW Abuses the Privilege California Law Grants It to Take Advantage of IHSS Workers

69. Pursuant to California Government Code § 1153, 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.

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

71. 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.

1 72. While other “subscription” membership services, such as Netflix or a Costco
2 membership, have a similar “auto-pay” option that deducts money from a customer’s account
3 automatically, the customer can put a stop to the auto-pay by informing her bank or credit card that
4 the payments must stop.

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

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

11 75. In this case UDW has abused its privilege and violated Section 17200 by ignoring
12 IHSS providers who request from UDW to opt out of union membership and stop paying dues,
13 since only UDW can ensure this occurs.

14 76. In this case, UDW has abused its privilege and violated Section 17200 by falsifying
15 to the state that the Plaintiffs consented to have dues deducted every month when in reality, they
16 did not.

17 77. Additionally, pursuant to California Government Code § 3556, UDW, and only
18 UDW, is permitted to attend new employee orientations for IHSS workers.

19 78. At those orientations, UDW is permitted to present their case for why IHSS workers
20 should join a union and is then permitted to provide membership cards to IHSS workers to sign
21 up.

22 79. No other organization is permitted to attend these orientations to discuss public
23 employees’ rights *not* to join a union if they do not want to join one.

24 80. The state provides no other organization with IHSS workers’ contact information
25 so that IHSS workers can learn about their First Amendment rights not to join a union if they do
26 not wish to join one.

81. In this case, UDW has abused its privilege and violated Section 17200 by using Ms. Kendrick's membership agreement, where she clearly wrote "I do not want to participate" as a basis to deduct money from her paycheck for union dues.

82. UDW further abused its privilege and violated Section 17200 by representing to Ms. Sanchez that her membership agreement would not be processed, but then processing it and using it as a basis to deduct money from her paycheck for union dues.

CLASS ACTION ALLEGATIONS

83. Plaintiffs incorporate and re-allege the allegations contained in every preceding paragraph as if fully set forth herein.

84. Plaintiffs brings this action on behalf of themselves, and behalf of all other persons similarly situated (hereinafter referred to as the class).

85. **Class Definition:** Plaintiffs propose the following class definition, subject to amendment as appropriate: **"All public employees in California who were represented by UDW in collective bargaining and were injured by UDW's unfair business practices scheme to take dues from those public employees' wages without their consent."**

86. Plaintiffs fairly represent, and are members of, the Class. Excluded from the Class are Defendant and any entities in which a Defendant has a controlling interest, Defendants' agents and employees, any Judge to whom this action is assigned and any member of such Judge's staff and immediate family, Plaintiffs' counsel, and any claims for personal injury, wrongful death and/or emotional distress.

87. This Class Action Complaint seeks injunctive relief and restitution.

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

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

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

5 91. Class members all have common interests with each other and with Plaintiffs,
6 stemming from the fact that they are all injured by UDW’s scheme to take dues from Plaintiffs’
7 paychecks without their consent.

8 92. Class members have predominant questions of law and fact in common with
9 Plaintiffs.

10 93. They are all injured by UDW’s scheme to take dues from Plaintiffs’ paychecks
11 without their consent.

12 94. Plaintiffs are typical class representatives.

13 95. All class members would have substantively identical claims under California
14 Business and Professions Code § 17200 that Plaintiffs have because they are all injured by UDW’s
15 scheme to take dues from Plaintiffs’ paychecks without their consent.

16 96. Plaintiffs can adequately represent the class.

17 97. Plaintiffs have all been injured by the same scheme to defraud them to pay UDW
18 membership dues without their knowing, intelligent and voluntary consent.

19 98. The class is sufficiently numerous for a class action suit.

20 99. There are eleven class members here in this suit.

21 100. There are 171,000 public employees represented by UDW.

22 101. It is impractical for courts to assess the claims of each public employee represented
23 by UDW because there are potentially thousands of employees that would have standing to sue
24 under Section 17200.

25 102. A class certification would thus serve the interest of judicial efficiency.

1 **CAUSES OF ACTION**

2 **First Cause of Action: Violation of California's Unfair Competition Law ("UCL")**

3 **Cal. Bus. & Prof. Code § 17200, et seq.**

4 103. Plaintiffs and the Class repeat and re-allege the allegations contained in every
5 preceding paragraph as if fully set forth herein.

6 104. The UCL defines "unfair business competition" to include any "unlawful, unfair or
7 fraudulent" act or practice, as well as any "unfair, deceptive, untrue or misleading" advertising.
8 Cal. Bus. Prof. Code § 17200.

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

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

15 107. Public sector unions like UDW are persons whose conduct is subject to regulation
16 under the UCL. *Isenberg v. United Tchrs. Los Angeles*, No. B259611, 2016 WL 750277, at *1 (Cal.
17 Ct. App. Feb. 26, 2016).

18 108. UDW's practice of refusing to let public employees who are members opt-out of
19 membership is a business practice within the meaning of the UCL.

20 109. UDW's practice of ignoring public employees who attempt to get UDW to stop
21 taking dues from their lawfully earned wages is a business practice within the meaning of the UCL.

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

25 **"Fraudulent" Prong**

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

112. UDW's acts and practices as alleged above, and, specifically, signing Mr. Hotea's name on a membership agreement when he did not consent to the signature or to membership, constitute fraudulent business acts.

113. UDW's conduct during new employee orientations, including misrepresentations about whether a membership agreement will be processed, constitutes a fraudulent business act.

114. UDW's conduct in using Ms. Kendrick's membership agreement that clearly states she does not want to be a union member or pay dues as a basis to take money from her paycheck on a monthly basis constitutes a fraudulent business practice.

"Unfair" Prong

115. Once Plaintiffs mailed in their opt-outs or called UDW, they withdrew consent from UDW to take their money for dues payments. UDW ignored Plaintiffs' requests to stop taking Plaintiffs' money from their paychecks. These actions meet the "unfair" prong of the UCL.

116. For Plaintiffs who never signed up to be union members, UDW acted unfairly by taking money from their paychecks monthly despite having no authorization from Plaintiffs to do so.

117. UDW's other acts and practices, such as ignoring Plaintiffs' opt out attempts, as alleged above, constitute unfair business acts for purposes of the UCL.

"Unlawful" Prong

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

119. When UDW falsifies a signature on a membership agreement in order to use it as a basis to deduct money from Mr. Hotea's paycheck, it is violating California state law and common law against forgery and fraud.

120. When UDW takes Plaintiffs' money from their paychecks without authorization, it is violating California state law and common law against unjust enrichment and conversion.

121. When UDW takes Plaintiffs' money from their paychecks without authorization and uses it for UDW's political speech, it is violating Plaintiffs' First Amendment rights under the

United States Constitution and their free speech rights under Article I, Section 2(a) of the California Constitution.

PRAYER FOR RELIEF

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

123. Injunctive relief prohibiting such violations of the Unfair Competition Law by Defendant UDW in the future. Thus, “§ 17535 vests the trial court with broad authority to fashion a remedy that will prevent unfair trade practices and will deter the defendant and others from engaging in such practices in the future.” *People v. Toomey* (1984) 157 CA3d 1, 20.

124. An order that UDW refund all dues payments deducted from the paychecks of Plaintiffs and the class after each and every Plaintiff and class member who withdrew consent for dues deductions from their paychecks, or, in the case of those who never gave consent, all dues ever deducted from their paychecks.

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

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

127. A trial by jury on all counts so triable.

128. Such other relief as the Court deems just and proper.

JURY TRIAL DEMANDED

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

1 RESPECTFULLY SUBMITTED this 28th day of April, 2025

2
3 s/ Shella Alcabes
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9 P.O. Box 552, Olympia, WA 98507
10 Tel: (360) 956-3482

11 *Attorneys for Plaintiffs*

Verification

I, Luzviminda Kendrick, 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



Luzviminda Kendrick

Verification

I, Claudiu Hotea, 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



Claudiu Hotea

Verification

I, Nathan 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 23, 2025

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

Nathan Vu

Verification

I, William Denham, 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



William Denham

Verification

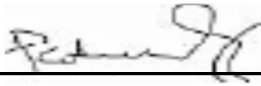
I, Patricia Sanchez, declare as follows:

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



Patricia Sanchez

Exhibit A



Membership Authorization

NAME Luzviminda Kendrick

HOME PHONE [REDACTED] CELL PHONE* [REDACTED]

ADDRESS [REDACTED] CITY [REDACTED] ZIP [REDACTED]

EMAIL [REDACTED] REGISTERED TO VOTE? ☒ YES ☐ NO

WANT TO VOLUNTEER? ☐ YES ☒ NO LANGUAGE: ☒ ENGLISH ☐ SPANISH ☐ OTHER [REDACTED]

UDW sends union communications via email and text message. If you prefer postal mail, check here: ☐

*By providing my cell phone number I consent to receive calls (including recorded or autodialed calls, or texts) at that number from AFSCME and its affiliated labor, political and charitable organizations on any subject matter. My carrier's rates may apply. I may modify my preferences by calling the Union at 1-800-621-5016 or emailing the Union at memberservices@udw.org.

MEMBERSHIP: I hereby apply for membership in the United Domestic Workers Union/AFSCME Local 3930 ("UDW") and I agree to abide by its Constitution and Bylaws. By this application, I authorize UDW or its successors ("Union") to act as my exclusive bargaining representative and agent for purposes of collective bargaining with respect to amount and payment of wages, hours, and other terms and conditions of my employment as an In-Home Supportive Services provider with the individual(s) to whom I provide care, and the State of California and/or its subdivisions. Payments to my Union are not tax deductible as charitable contributions, but state law may extend favored tax treatment.

I hereby authorize the Office of the State Controller of California, its successor(s) and/or any public or private entity (whether engaged by the State or my Union on my behalf) that bills for, collects, or processes payments to me or for me (together or separately, "payroll processor"), to deduct from my payments and to remit to the Union those dues and fees that may now or hereafter be established by the Union. My financial obligation to the Union to make payments in the amount of monthly dues, and my payroll authorization for that purpose, shall remain in effect for a period of one year from the date of execution regardless of whether I remain a member of the Union, and for year to year thereafter unless I revoke it by giving the Union written notice signed by me during the calendar month in which I signed this authorization.

The authorizations contained on this card remain effective through any breaks in service and will continue upon my return to work within the bargaining unit represented by the Union. These authorizations shall also apply to any current or future entity or payroll processor, including but not limited to an entity serving as my agent for purposes of deducting and remitting membership dues and other voluntary deductions I have authorized. I further authorize the Union to arrange for any such entity to serve as my agent and otherwise facilitate its relationship with me.

I recognize that these authorizations, and the continuation of my obligation to pay dues from year to year, are voluntary and not a condition of my employment.

Sign Here

SIGNATURE: Do not want to participate

DATE: 5/17/21

DIRECT PAY AUTHORIZATION: In the event payroll deductions cease, I hereby authorize the Union to initiate a monthly recurring, automatic funds transfer with my financial institution to which my pay is deposited by a payroll processor, or such other account as I may designate in the future. These electronic deductions, including any PEOPLE contributions I authorize below, shall begin in the next calendar month once the Union-designated secure payment processor receives my account information, and shall recur on or about the 7th day of the month. Because the dues deduction is based on monthly gross pay as set forth in the UDW Constitution, the dollar amount deducted may change each month if my monthly gross pay changes, and I agree not to receive any advance notice before the dues payment is deducted as long as the amount is between \$20 and \$49; provided that the amount of membership dues may be adjusted from time to time in accordance with the AFSCME International or UDW constitution, in which case I will be notified in advance by writing of any such change.

Adjusting entries to correct errors is also authorized. I agree that withdrawals and adjustments to my checking or savings accounts may be made electronically and under the Rules of the National Automated Clearing House Association. Termination of this authorization may not relieve me of my membership dues obligation and may require that I contact UDW to provide an alternative method of payment.

For the purpose of putting this dues payments authorization into effect, as well as any authorized PEOPLE contribution, I authorize any payroll processor to provide the Union's designated secure payment processor the information for the bank account (account number, account holder's name and routing number) on file with the payroll processor to which my pay is deposited. In the event my pay is deposited to more than one account, this authorization will apply to my checking account. I authorize and request the payroll processor to update the Union in the event I change my account information.

UDW/AFSCME Local 3930 will make reasonable efforts to contact me to confirm the accuracy of the Account information provided by the payroll processor at least 10 days in advance of making the first electronic funds transfer from my Account.

Sign Here

SIGNATURE: Do not want to participate

DATE: 5/17/21

Exhibit B



Membership Authorization

NAME Bill Denham

HOME PHONE [REDACTED]

CELL PHONE* [REDACTED]

ADDRESS _____ CITY _____ ZIP _____

EMAIL _____ REGISTERED TO VOTE? ☐ YES ☐ NO

WANT TO VOLUNTEER? ☐ YES ☐ NO LANGUAGE: ☐ ENGLISH ☐ SPANISH ☐ OTHER _____

UDW sends union communications via email and text message. If you prefer postal mail, check here: ☐

*By providing my cell phone number I consent to receive calls (including recorded or autodialed calls, or texts) at that number from AFSCME and its affiliated labor, political and charitable organizations on any subject matter. My carrier's rates may apply. I may modify my preferences by calling the Union at 1-800-621-5016 or emailing the Union at memberservices@udw.org.

MEMBERSHIP: I hereby apply for membership in the United Domestic Workers Union/AFSCME Local 3930 ("UDW") and I agree to abide by its Constitution and Bylaws. By this application, I authorize UDW or its successors ("Union") to act as my exclusive bargaining representative and agent for purposes of collective bargaining with respect to amount and payment of wages, hours, and other terms and conditions of my employment as an In-Home Supportive Services provider with the individual(s) to whom I provide care, and the State of California and/or its subdivisions. Payments to my Union are not tax deductible as charitable contributions, but state law may extend favored tax treatment.

I hereby authorize the Office of the State Controller of California, its successor(s) and/or any public or private entity (whether engaged by the State or my Union on my behalf) that bills for, collects, or processes payments to me or for me (together or separately, "payroll processor"), to deduct from my payments and to remit to the Union those dues and fees that may now or hereafter be established by the Union. My financial obligation to the Union to make payments in the amount of monthly dues, and my payroll authorization for that purpose, shall remain in effect for a period of one year from the date of execution regardless of whether I remain a member of the Union, and for year to year thereafter unless I revoke it by giving the Union written notice signed by me during the calendar month in which I signed this authorization.

The authorizations contained on this card remain effective through any breaks in service and will continue upon my return to work within the bargaining unit represented by the Union. These authorizations shall also apply to any current or future entity or payroll processor, including but not limited to an entity serving as my agent for purposes of deducting and remitting membership dues and other voluntary deductions I have authorized. I further authorize the Union to arrange for any such entity to serve as my agent and otherwise facilitate its relationship with me.

I recognize that these authorizations, and the continuation of my obligation to pay dues from year to year, are voluntary and not a condition of my employment.

Sign Here

SIGNATURE: _____

DATE: _____

DIRECT PAY AUTHORIZATION: In the event payroll deductions cease, I hereby authorize the Union to initiate a monthly recurring, automatic funds transfer with my financial institution to which my pay is deposited by a payroll processor, or such other account as I may designate in the future. These electronic deductions, including any PEOPLE contributions I authorize below, shall begin in the next calendar month once the Union-designated secure payment processor receives my account information, and shall recur on or about the 7th day of the month. Because the dues deduction is based on monthly gross pay as set forth in the UDW Constitution, the dollar amount deducted may change each month if my monthly gross pay changes, and I agree not to receive any advance notice before the dues payment is deducted as long as the amount is between \$20 and \$49; provided that the amount of membership dues may be adjusted from time to time in accordance with the AFSCME International or UDW constitution, in which case I will be notified in advance by writing of any such change.

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For the purpose of putting this dues payments authorization into effect, as well as any authorized PEOPLE contribution, I authorize any payroll processor to provide the Union's designated secure payment processor the information for the bank account (account number, account holder's name and routing number) on file with the payroll processor to which my pay is deposited. In the event my pay is deposited to more than one account, this authorization will apply to my checking account. I authorize and request the payroll processor to update the Union in the event I change my account information.

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Sign Here

SIGNATURE: _____

DATE: _____