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**UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF WASHINGTON**

CINDY ELLEN OCHOA, as an
individual,

Plaintiff,

v.

SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL
775, an unincorporated labor
association; PUBLIC CONSULTING
GROUP, INC., a Massachusetts
corporation; PUBLIC
PARTNERSHIPS LLC, incorporated
in Delaware; CHERYL STRANGE
in her official capacity as
SECRETARY of the
DEPARTMENT OF SOCIAL AND
HEALTH SERVICES, and JAY
INSLEE, in his official capacity as
GOVERNOR of the STATE OF
WASHINGTON,

Defendants.

No.

COMPLAINT

Demand for Jury Trial

1 **I. INTRODUCTION**

2 1. Ms. Cindy Ellen Ochoa, Plaintiff, brings this claim against the defendants for
3 collectively withholding wages and diverting them to a union to which she does
4 not belong and does not want to belong, in part based on a signature forged by a
5 union representative. Defendants Service Employees International Union Local
6 775 (“SEIU 775”), Public Consulting Group, Inc., Public Partnerships LLC,
7 Cheryl Strange in her official capacity as secretary of the Washington Department
8 Social and Health Services (“DSHS”), and Jay Inslee (“State”) in his official
9 capacity as the Governor of the State of Washington, collectively have created a
10 system which encourages wages to be withheld wrongfully, and in fact wrongfully
11 withheld wages from Cindy Ochoa, in violation of her constitutional, statutory, and
12 common law rights. She demands a trial by jury.

13
14
15 2. Ochoa seeks declaratory judgment, injunction, specific, general, and punitive
16 damages for violation of her First Amendment rights, wrongfully withheld wages,
17 and intentional infliction of emotional distress.

18 **II. PARTIES**

19
20 3. Plaintiff Cindy Ochoa is an Individual Provider (“IP”) providing in-home
21 health care services to her disabled son, under RCW 74.39A. Her employer is the
22 Governor, Jay Inslee and she is classified as a public employee for collective
23

1 bargaining purposes under RCW 41.56. She lives in the City of Spokane,
2 Washington.

3 4. Defendant SEIU 775 is an unincorporated association operating as a local
4 chapter of a national labor organization, conducting business and operating
5 throughout Washington State. Its principle place of business is 215 Columbia
6 Street, Seattle, WA, 98104. It is the exclusive bargaining representative for all IPs
7 in Washington, including Ms. Ochoa. As the exclusive bargaining representative
8 for IPs, SEIU 775 is party to a Collective Bargaining Agreement (CBA) with the
9 employer, State and DSHS. In this CBA, the State voluntarily agrees to withhold
10 union dues from IPs' salaries and remit them to SEIU 775.
11

12
13 5. Defendant Jay Inslee is Governor of Washington and is sued in his official
14 capacity. As Governor, Defendant Inslee is Washington's chief executive officer
15 and IPs' employer. RCW 74.39A.270.

16 6. Defendant Cheryl Strange is the Acting Secretary of DSHS, and is sued in
17 her official capacity. DSHS administers the IP program under RCW 74.39A, is the
18 agency responsible for distributing IPs' wages and/or withholding them, to include
19 managing the withdrawal and disbursement of union dues from IPs' salaries, to
20 SEIU 775.
21

22 7. Public Partnerships LLC is a limited liability company incorporated in
23 Delaware doing business in Washington State.

1 8. Public Consulting Group, Inc., is a corporation registered in Massachusetts
2 and doing business in Washington State.

3 9. Together Public Partnerships LLC and Public Consulting Group, Inc. operate
4 Individual Provider One (“IPOne”) under contract with the State of Washington to
5 pay wages to IPs, including in Spokane County, on behalf of the State.
6

7 **III. JURISDICTION AND VENUE**

8 10. This action arises under the Constitution and laws of the United States,
9 particularly the First and Fourteenth Amendments to the United States
10 Constitution. The original jurisdiction of this Court, therefore, is invoked under 28
11 U.S.C. § 1331 and 28 U.S.C. § 1343.
12

13 11. This Court has jurisdiction under 28 U.S.C. §§ 1331 and 1343 because this
14 is an action under 42 U.S.C. § 1983 for violation, under color of law, of rights,
15 privileges, and immunities secured by the Federal Constitution—the First and
16 Fourteenth Amendments. Pursuant to § 1343, the Court may grant damages,
17 restitution, and injunctive relief, and reasonable attorneys’ fees pursuant to 42
18 U.S.C. § 1988.
19

20 12. This is also a case of actual controversy in which Ms. Ochoa seeks
21 declaration of her rights. Under 28 U.S.C. §§ 2201 and 2202, this Court may
22 declare the rights of Plaintiffs and grant further necessary or proper relief based
23 thereon, to include injunction.

1 13. This Court has supplemental jurisdiction over the state law claims presented
2 in this matter under 28 U.S.C. § 1367, because the claims are so related to the
3 federal constitutional claims in this action such that they form part of the same case
4 or controversy, and the state law claims do not raise a novel or complex issues of
5 state law and do not substantially predominate over the federal claims. There are,
6 further, no exceptional circumstances compelling declining the state law claims.
7

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

15 IV. FACTUAL ALLEGATIONS

16

17 **Background**

18

19 15. Cindy Ochoa is a single mother and Individual Provider (“IP”) taking care
20 of her disabled, adult son. She lives and works in Spokane, WA. She has been an
21 IP for 6 years.

22 16. Cindy Ochoa’s daily work schedule consists of taking care of household
23 chores in the morning, then shopping, cooking, cleaning, taking care of bills,

1 tending to the apartment, and performing necessary daily tasks for her disabled
2 son, who lives in an apartment away from her. She accompanies him to
3 appointments and doctor's visits, and tends to his physical and hygienic needs, too.
4 After taking care of her son's daily necessities, she tends to his emotional needs by
5 relaxing with him: watching movies with him, or taking him out to lunch or dinner.
6

7 17. Cindy Ochoa is also a mother of a teenage son, who lives at home with her.

8 18. Cindy Ochoa has never chosen to support SEIU 775. She does not believe
9 that it adequately advocates for her interests to her employer, and she does not
10 support the political, ideological, and social causes it advocates for.
11

12 19. Defendant SEIU 775 is the exclusive bargaining representative for IPs,
13 including Ms. Ochoa, in Washington State. Defendant State is her employer and
14 handles her salary. Defendant DSHS administers Ms. Ochoa's salary, and does so
15 under contract with Defendants Public Consulting Group and Public Partnerships
16 LLC, which together operate the Individual ProviderOne payment system (IPOne).
17

18 20. SEIU 775 and the State have at all times relevant been parties to a Collective
19 Bargaining Agreement (CBA) whereby the State withholds a portion of each IP's
20 salary and remits that portion to SEIU 775 as union dues.
21
22
23

1 21. In Ms. Ochoa’s experience, Defendants have always presumed that IPs
2 waive their right to be free from such payments; Defendants began withdrawing
3 dues automatically from her paycheck when she began working, in 2012.¹

4 22. When Ms. Ochoa began working as an IP in 2012, dues were automatically
5 withdrawn from her salary. Dues continued to be withdrawn from her salary until
6 July 2014, when Ms. Ochoa exercised her right, recognized in *Harris v. Quinn*,
7 134 S. Ct. 2618 (2014), to be free from union payments. At that time she objected
8 to Defendants’ withdrawal of her dues, and Defendants stopped withdrawing union
9 dues from her salary from July 2014.
10

11 23. Ms. Ochoa has never communicated to any of the Defendants that she
12 would like to support SEIU 775—either financially or otherwise.
13

14
15 **2016-2017 Violations**

16 24. On May 28, 2016, an SEIU 775 representative named “Vera” arrived on
17 Ms. Ochoa’s porch at her home.
18

19 25. Vera presented Ms. Ochoa with an iPad and told Ms. Ochoa that Ms. Ochoa
20 needed to sign the iPad to verify Ms. Ochoa’s contact information with SEIU 775.
21

22 ¹ It is now recognized that this presumption violates the First Amendment. *Janus v.*
23 *AFSCME, Council 31* 138 S. Ct. 2448 (2018).

1 26. Ms. Ochoa told Vera that she was not interested in signing anything from
2 SEIU 775, since she knew that her information with SEIU 775 was up to date.

3 27. Vera insisted that Ms. Ochoa sign the iPad.

4 28. When Ms. Ochoa refused to sign, Vera became angry and walked away.

5 29. As Vera walk away from the porch, Ms. Ochoa could see that Vera was
6 writing something on the iPad. Ms. Ochoa yelled to Vera “do not change my info!”
7

8 30. Six months later, in October of 2016, Defendants began withdrawing union
9 dues from Ms. Ochoa’s salary. In fact, Ms. Ochoa only noticed this ten months
10 later, in March 2017.

11 31. As soon as Cindy Ochoa noticed the withdrawals, she began contacting
12 SEIU 775 to have it stop. She was first directed to a customer service line. The
13 woman she spoke with told Ms. Ochoa that SEIU 775 was withdrawing union dues
14 from Ms. Ochoa’s salary because Ms. Ochoa had signed a union membership card.
15 Ms. Ochoa informed the woman that she had not, and demanded that she be shown
16 the card.
17

18 32. SEIU 775 eventually sent Cindy a copy of the electronic signature and card
19 that Ms. Ochoa had allegedly signed, dated May 28, 2016.
20

21 33. Ms. Ochoa immediately recognized that the signature was not her own. She
22 again contacted SEIU 775 and demanded that they stop withdrawing dues from her
23 salary, and remit the amount taken from her.

1 34. In June 2017, and after many attempts to have Defendants stop withdrawing
2 dues from her, Adam Glickman, secretary treasurer of SEIU 775, sent Ms. Ochoa
3 a letter. The letter stated that SEIU 775 had previously received a request from Ms.
4 Ochoa to stop payment of dues, but then that SEIU 775 had received a letter
5 requesting that dues re-start. Mr. Glickman's letter admitted that after reviewing
6 the signature on the recently received card, it was apparent that the electronic
7 signature on the card and other signatures on file for Ms. Ochoa did not match that
8 of the electronic "signature." The letter included a check made out to Ms. Ochoa
9 for \$358.94.
10

11 35. A month later, in July 2017, SEIU 775 sent a second letter to Ms. Ochoa,
12 for an additional \$51.12.
13

14 36. From this point union dues stopped.

15 37. Ms. Ochoa, through her attorney, reported SEIU 775's activity to the
16 Spokane County Prosecutor and Spokane Police Department. As of the drafting of
17 this complaint, no action has been taken.
18

19 38. Each time Cindy Ochoa contacted Defendants to try to make them stop
20 withdrawing dues from her salary, she would take notes of the time, date and/or
21 person with whom she spoke, and other relevant notes. In her multiple calls to stop
22 Defendants from withdrawing dues from her salary, Ms. Ochoa spent multiple
23 hours on the phone speaking and explaining with SEIU 775, IPone, or other of the

1 Defendants' representatives, on hold waiting to speak with them, or inputting
2 information necessary to speak with them. She spent time noting the dates, times,
3 and details of calls, and the people with whom she has spoken attempting to resolve
4 these issues. She has spent time drafting and sending emails to SEIU 775 officials,
5 and has sent certified letters to SEIU 775 to try to make Defendants stop
6 withdrawing dues from her paycheck.
7

8 39. The time that she spent trying to protect herself from Defendants detracted
9 from her time tending to the needs of her disabled, adult son, and teenage son. The
10 time that she spent on these issues would delay her work activities, which would
11 cause her to arrive late to assist her son at his home, thereby delaying her care of
12 him. Sometimes she would have to then forgo relaxation and recuperation time
13 with him because she needed to tend to other tasks, which she had been unable to
14 attend to.
15

16 40. These stresses detracted from her life by draining her mentally and
17 emotionally, and prohibiting her from engaging in other, more fruitful activities,
18 such as providing quality care to her disabled son and family.
19

20 41. Separate and apart from the collateral consequences of spending time in
21 addressing these matters, she experienced mental and emotional anguish knowing
22 that Defendants were violating her First Amendment rights by using her monies
23 for causes she does not support; she suffered feelings of helplessness knowing that

1 Defendants forged her signature to override her attempt to exercise her First
2 Amendment rights.

3 42. To pursue her legal options, Ms. Ochoa, through her attorney, rejected the
4 checks sent to her by SEIU 775, so she could pursue her legal options.

5
6 **2018 Violations**

7 43. Less than a year after temporarily ceasing diverting Ms. Ochoa's wages to
8 SEIU 775, Defendants again, in July 2018, began withdrawing dues from Ms.
9 Ochoa's wages.

10 44. As a consequence, Ms. Ochoa again had to contact SEIU 775
11 representatives numerous times to stop withdrawing dues from her wages.

12 45. Defendants withdrew dues from Ms. Ochoa's salary for July and August
13 2018. They have not fully refunded the monies taken from her.

14 46. Ms. Ochoa has spent multiple hours on the phone speaking to SEIU 775 and
15 other Defendants' representatives, attempting to stop Defendants from violating
16 her rights, and documenting her progress or lack thereof. Each time she calls she
17 must manually submit and confirm her information. There is no continuity between
18 calls, so she must re-explain her situation to SEIU 775 representatives, thereby
19 spending more hours, mental, and emotional energy attempting to stop Defendants'
20 violation of her First Amendment rights.
21
22
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1 47. Cindy Ochoa has always suffered from headaches. However, since
2 Defendants have begun withdrawing dues again, and over the past two months, her
3 headaches have become more painful, and do not subside. Unlike in the past, when
4 headaches were milder or sporadic, she has recently been developing a migraine
5 every day. Even her teenage son has noticed the change. Her doctor has prescribed
6 medications and massage therapy, but she has been too busy between her disabled
7 son's care, teenage son's needs, and daily chores to schedule an appointment for
8 her health concerns. The time she has spent on the phone and otherwise trying to
9 stop Defendants from violating her First Amendment rights has compounded her
10 inability to tend to her own health needs, and her mental and physical health has
11 suffered as a result.
12

13 V. CAUSES OF ACTION

14 COUNT I

15 ***Defendants violated Ms. Ochoa's First Amendment rights when it withdrew***
16 ***union dues absent her consent, in fact based on a forged signature, entitling***
17 ***her to remedies pursuant to 42 U.S.C. § 1983 and § 1988.***
18

19 48. Ms. Ochoa re-alleges and incorporates by reference the paragraphs set forth
20 above.

21 49. Cindy Ochoa has the First Amendment right to not pay union dues. *Harris*
22 *v. Quinn*, 134 S. Ct. 2618 (2014); *Janus v. AFSCME, Council 31*, 138 S. Ct. 2448
23 (2018).

1 50. Starting on or about October 2016 and extending through on or about June
2 2017, Defendants, in concert and under color of law, violated Ms. Ochoa's First
3 Amendment rights by withdrawing union dues from her wages absent her
4 affirmative consent, and in fact based on a signature forged by SEIU 775.

5
6 51. Defendant SEIU 775 forged Ms. Ochoa's signature so that it could
7 withdraw union dues from her salary. It also created an environment in which such
8 abuses were likely to occur, and failed adequately to supervise, and failed to
9 corroborate information received from its representatives gathering signatures.

10 52. The State and DSHS relied on SEIU 775 for information designating those
11 individuals who supposedly were members of the union, and failed adequately to
12 require the union to protect the First Amendment rights of its employees.

13
14 53. Public Consulting Group and Public Partnerships LLC, in operating IOne,
15 relied on SEIU 775 and/or the State and DSHS to determine which individuals
16 consented to waive their First Amendment rights, without requiring any
17 corroboration or verification that individuals waived those rights by clear and
18 convincing evidence.

19
20 54. Defendants collectively set up and operated a system designed to avoid
21 accountability which permitted and encouraged the violation of the constitutional
22 rights of state employees.

1 55. This violation of Ms. Ochoa's First Amendment rights harmed her in that
2 she:

- 3 i. was prevented from exercising her right and privilege as a citizen
4 to be free from paying for union activities;
5
6 ii. suffered monetary damages in the amount of the forced fees that
7 have been illegally seized from her;
8
9 iii. spent numerous hours on the phone with SEIU representatives,
10 sending emails, mailing letters, and otherwise trying to
11 determine the cause of the withdrawals and how to stop them;
12
13 iv. spent mental and emotional energy on attempting to determine
14 the cause of the First Amendment violation, and stopping it, this
15 loss of energy detracting from her execution of her
16 responsibilities, enjoyment of leisure activities, and enjoyment
17 of life;
18
19 v. was caused mental pain, anguish, and stress knowing that her
20 money was being used for causes which she does not support
21 while she was powerless to stop it;
22
23 vi. suffered the irreparable harm, damage, and injury for which there
is no adequate remedy at law that is inherent in the violation of
First Amendment rights.

1 56. Ms. Ochoa seeks reimbursement, plus interest, of the money taken from her,
2 general damages, and punitive damages for a violation of her First Amendment
3 rights, under 42 U.S.C. § 1983, plus interest at the maximum rate allowed by law.
4 Defendants, acting under color of law, knowingly, recklessly, or because of callous
5 indifference, deprived her of her First Amendment right to be free from union dues
6 payments. Ms. Ochoa is entitled to costs and reasonable attorneys' fees under 42
7 U.S.C. § 1988.
8

9 **COUNT II**

10 ***Defendants violated Ms. Ochoa's First Amendment rights when again in 2018***
11 ***they withdrew union dues from her wages, this after Janus reaffirmed her First***
12 ***Amendment rights, and after they knew of her objecting status***

13 57. Cindy Ochoa re-alleges and incorporates by reference the paragraphs set
14 forth above.

15 58. Starting on or about July 2018 and continuing through the present,
16 Defendants, in concert and under color of law, have violated Ms. Ochoa's First
17 Amendment rights by withdrawing union dues from Ms. Ochoa's wages.
18

19 59. This violation harms and continues to harm Ms. Ochoa as set forth above,
20 and, additionally, she has been harmed in that she:

- 21 i. has experienced a deterioration of health and well-being, in the
22 form of consistent and progressively intense migraines, caused
23 in part by the stress, anxiety, and mental strain associated with

1 having her First Amendment rights repeatedly violated, and
2 trying to remedy such violation.

3 60. Ms. Ochoa seeks reimbursement, plus interest at the maximum rate allowed
4 by law, of the money taken from her, and general damages for the violation of her
5 First Amendment rights, under 42 U.S.C. § 1983.
6

7 61. The non-State Defendants, acting under color of law, knowingly, recklessly,
8 or because of callous indifference, deprived her of her First Amendment right to
9 be free from union dues payments. They are liable for punitive damages.

10 62. Ms. Ochoa is also entitled to costs and reasonable attorneys' fees under 42
11 U.S.C. § 1988.
12

13 **COUNT III**

14 ***Declaratory Judgment on Counts I and II***

15 63. Ms. Ochoa seeks declaratory judgment that Defendants violated her First
16 Amendment rights by withdrawing union dues without her consent.

17 64. She has suffered the irreparable harm, damages, and injury inherent in the
18 violation of First Amendment rights.
19

20 65. This is a case of actual controversy for which there is no adequate remedy
21 at law and Ms. Ochoa seeks declaration of her rights.

22 66. Ms. Ochoa seeks such other further necessary or proper relief, to include
23 injunction, as the Court deems just under 28 U.S.C. §§ 2201 and 2202.

COUNT IV

Defendants failed to provide minimal procedural due process to protect Ms. Ochoa's rights

67. Ms. Ochoa re-alleges and incorporates by reference the paragraphs set forth above.

68. Public employees have a property interest in the wages they have earned. They also have a liberty interest protected by the First Amendment not to have their wages diverted to union coffers.

69. As such, unions that withdraw dues from public employees' wages, and the government employers that withdraw such dues on unions' behalf, must abide by adequate procedural due process safeguards to protect employees' rights.

70. Defendants breached this duty by engaging in a pattern and practice of indifference towards IPs' First Amendment right to be free from forced payment of union dues in that it failed to adequately train, vet, monitor, or otherwise instruct union personnel in such a manner as to avoid violating First Amendment rights, and in fact created an environment likely to violate such rights. This breach of duty lead to the forgery of Ms. Ochoa's signature and subsequent violation of her rights.

71. Defendants breached this duty by wrongfully withdrawing dues from Ms. Ochoa's wages without her consent, thereby violating her rights.

1 72. Defendants breached this duty by failing to promptly and timely remedy the
2 violation by stopping all dues withdrawals and restoring Ms. Ochoa's monies to
3 her.

4 73. These breaches harmed Ms. Ochoa as set forth above.

5 74. By failing to employ adequate procedural safeguards sufficient to protect
6 Ms. Ochoa's interests, Defendants deprived Ms. Ochoa of her constitutional rights
7 and caused her unnecessary mental anguish, and other harm.
8

9 75. Defendants, acting under color of law, knowingly, recklessly, or because
10 of callous indifference, deprived her of her First Amendment right to be free from
11 supporting a union with which she has fundamental and profound disagreements.
12

13 76. Defendants injured Ms. Ochoa; she seeks damages under 42 U.S.C. § 1983
14 and is entitled to costs and reasonable attorneys' fees under 42 U.S.C. § 1988.

15 **COUNT V**

16 ***Defendants failed to observe procedural safeguards by employing a procedure***
17 ***whereby the union, a self-interested party, dictates to the State when to***
18 ***withdraw union dues***

19 77. Ms. Ochoa re-alleges and incorporates by reference the paragraphs set forth
20 above.

21 78. Unions and government employers withdrawing union dues from public
22 employees must abide by minimum procedural safeguards to withdraw such dues.
23

1 79. Defendants engaged and engage in a procedure whereby the union, an
2 interested party, dictates to the government employer from whom the employer
3 will withdraw union dues on the union's behalf. In other words, the State does not
4 employ *any* safeguards in withdrawing dues, since it relies entirely on the union to
5 represent to it from whom it should withdraw dues. Thus, beyond failing to employ
6 any safeguards, the State intentionally, or in the alternative recklessly or callously,
7 jeopardizes employee's rights by relying on a self-interested party to execute the
8 dues withdrawal process. This procedure cannot satisfy the procedural due process
9 requirements.
10

11 80. Ms. Ochoa's experience demonstrates that union violations will recur, even
12 after the United States Supreme Court issues an opinion as strongly worded as
13 *Janus*, and even after they have been put on notice, as in the case of Ms. Ochoa.
14

15 81. Ms. Ochoa fears that violations like the ones she has already experienced
16 will occur again so long as this procedure remains in place.
17

18 82. Ms. Ochoa seeks declaratory and injunctive relief declaring that the dues
19 withdrawal procedure engaged in by Defendants whereby the employer relies on
20 the union's representations to withdraw dues fails to meet minimum procedural
21 safeguard requirements to protect her First Amendment rights and property interest
22 in her wages, and ordering Defendants to cease abiding by such procedure.
23

1 83. This is a case of actual controversy for which there is no adequate remedy
2 at law and she seeks declaration of her rights.

3 84. She seeks such other further necessary or proper relief, to include
4 injunction, as the Court deems just, all under 28 U.S.C. §§ 2201 and 2202.
5

6 COUNT VI

7 *Declaratory Judgment on Count IV and V*

8 85. Ms. Ochoa re-alleges and incorporates by reference the paragraphs set forth
9 above.

10 86. Ms. Ochoa seeks declaratory judgment that Defendants violated her First
11 Amendment rights by failing to employ and abide by procedural due process
12 safeguards protecting her rights.
13

14 87. She has suffered the irreparable harm, damages, and injury inherent in the
15 violation of First Amendment rights.

16 88. This is a case of actual controversy for which there is no adequate remedy
17 at law and Ms. Ochoa seeks declaration of her rights.

18 89. Ms. Ochoa seeks such other further necessary or proper relief as the Court
19 deems just under 28 U.S.C. §§ 2201 and 2202.
20

21 COUNT VII

22 ***SEIU 775 committed the tort of outrage, or intentional infliction of emotional***
23 ***distress, under Washington law, when it forged Ms. Ochoa's signature and***
wrongfully withdrew union dues, and then, again, wrongfully withdrew dues

1 90. Ms. Ochoa re-alleges and incorporates by reference the paragraphs set forth
2 above.

3 91. SEIU 775 forged Ms. Ochoa’s signature on a union dues deduction card,
4 thereby not only wrongfully seizing her money for the period of time during which
5 she was committed under the contract, but thereby also committing her to a
6 continuing violation of her First Amendment rights so long as the contract was
7 enforced against her. It admitted its wrongdoing when challenged, and ceased
8 withdrawing dues for a time. It then began withdrawing dues from Cindy Ochoa
9 again at a later date—all in violation of her First Amendment rights.
10

11 92. Ms. Ochoa states a claim that satisfies these three elements.
12

13 93. Defendants’ conduct is “so outrageous in character, and so extreme in
14 degree, as to go beyond all possible bounds of decency, and to be regarded as
15 atrocious, and utterly intolerable in a civilized community.” *Lyons v. U.S. Bank*
16 *Nat. Ass’n*, 181 Wn.2d 775, 792, 336 P.3d 1142, 1151 (2014). Forging a signature
17 to commit someone to paying membership dues is “so outrageous, and so extreme”
18 that it is “utterly intolerable” in a civilized society. Just forging someone’s
19 signature to commit that person to a year-long financial commitment against that
20 person’s will, alone, would satisfy this element even in the absence of a First
21 Amendment violation. Where, as here, the violation is also a constitutional one,
22 the conduct is doubly egregious.
23

1 94. SEIU 775 acted intentionally when its agent purposefully and knowingly
2 forged Ms. Ochoa's signature for SEIU 775's gain. It acted recklessly by
3 dispatching an agent to Ms. Ochoa's home and failing to adequately train,
4 supervise, and monitor its agent to avoid such violations. SEIU 775 also
5 contributed to such violations by incentivizing the gathering of signatures. Finally,
6 SEIU 775 acted intentionally, or in the alternative recklessly, when it withdrew
7 union dues from Ms. Ochoa's salary a second time, even after it was put on notice
8 that Ms. Ochoa objected to supporting SEIU 775.
9

10 95. Ms. Ochoa in fact suffered severe emotional distress when SEIU 775 forged
11 her signature and seized her money for its political purposes, then did it again less
12 than a year later. The appropriation of her money for political purposes she
13 disagrees with caused her anxiety, stress, and unhappiness. She struggled with
14 feelings of powerlessness and meaninglessness when, after repeated attempts, she
15 was unable to stop SEIU 775 from taking dues from her. These feelings distracted
16 and detracted from her ability to perform daily tasks and duties for her disabled
17 son, for whom she is a caregiver, and teenage daughter. The repeated need to
18 contact SEIU 775 representatives to free her from dues payments used valuable
19 time that she would have otherwise used in a productive manner, thereby
20 contributing to feelings of frustration, anger, and despondency. These feelings and
21
22
23

1 stresses also caused, or contributed to, the exacerbation of her headaches,
2 culminating into consistent migraines.

3 96. Ms. Ochoa seeks general and punitive damages for the severe emotional
4 distress she suffered from SEIU 775's conduct.

5
6 **COUNT VIII**

7 ***Defendants willfully withheld wages under RCW 49.52.050***

8 97. Ms. Ochoa re-alleges and incorporates by reference the paragraphs, above.

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

13 99. Any employer, officer, or agent who violates RCW 49.52.050(2) shall be
14 liable in a civil action for twice the amount of wages unlawfully withheld by way
15 of exemplary damages, together with costs and reasonable attorney's fees. RCW
16 49.52.070.

17 100. Defendant State, in concert with the other Defendants, willfully withheld
18 wages from Cindy Ochoa when it withheld union dues from her wages without
19 authorization.
20
21
22
23

1 101. Cindy Ochoa seeks statutory reimbursement, damages, exemplary
2 damages, interest at the maximum rate allowed by law, and costs and reasonable
3 attorneys' fees under RCW 49.52.070.

4
5 **VI. PRAYER FOR RELIEF**

6 Wherefore, Plaintiffs request that this Court:

7 102. Order Defendants to restore illegally seized funds, with interest at the
8 maximum rate allowed by law, to Ms. Ochoa, under 42 U.S.C. § 1983.

9 103. Award general and punitive damages for violation of constitutional rights,
10 under 42 U.S.C. § 1983.

11 104. Award damages for the severe emotional distress that SEIU 775 caused to
12 Ms. Ochoa under the tort claim of outrage.

13 105. Award statutory damages, reimbursement, exemplary interests, interest to
14 the maximum allowed by law, and reasonable costs and attorneys' fees under RCW
15 49.52.070.

16 106. Enter declaratory judgment that Defendants violated Ms. Ochoa's First
17 Amendment rights by withdrawing union dues against her will, in part based on a
18 forged signature, and grant all other necessary and proper relief based upon
19 declaratory judgment. 28 U.S.C. §§ 2201 and 2202.
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1 107. Enter declaratory judgment that Defendants failed to observe procedural
2 safeguards necessary to protect Ms. Ochoa's First Amendment rights by creating
3 an environment conducive to such violations. 28 U.S.C. §§ 2201 and 2202.

4 108. Enter declaratory judgment that Defendants failed to observe procedural
5 safeguards necessary to protect Ms. Ochoa's First Amendment rights by allowing
6 the union, a self-interested party, to inform the employ as to from whom to
7 withdraw union dues. 28 U.S.C. §§ 2201 and 2202.

8 109. Enjoin Defendants from engaging in a practice whereby the government
9 relies upon the union to trigger union dues withdrawals. 28 U.S.C. §§ 2201 and
10 2202.
11

12 110. Award costs and reasonable attorneys' fees, under 42 U.S.C. § 1988.

13 111. Order all other appropriate relief as the Court may deem just and proper.
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15

16 Dated: Sept. 24, 2018
17

18 By:

19
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COMPLAINT NO.