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**FILED BY FAX**  
ALAMEDA COUNTY  
July 10, 2018  
CLERK OF  
THE SUPERIOR COURT  
By Shabra Iyamu, Deputy  
  
CASE NUMBER:  
**RG18905355**

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ALAMEDA

MINDY STURGE,  
Plaintiff,

vs.

SEIU UNITED HEALTHCARE  
WORKERS WEST, MARCUS  
HATCHER, and DOES 1-10,  
Defendants.

Case No. RG18905355

**FIRST AMENDED COMPLAINT  
FOR DAMAGES  
[Employment]**

Jury Trial Demanded

GENERAL ALLEGATIONS

1. Plaintiff Mindy Sturge (Sturge) is a 40 year old single mother of two children who is a California resident. Sturge has been employed by defendant SEIU United Healthcare Workers West for over 10 years, most recently in the position of Coordinator 3. She was recruited into the union after she was fired from a job for alleged union organizing.

1                   2.       Defendant SEIU United Healthcare Workers West (SEIU-  
2 UHW), is a state-wide local union of the Service Employees International Union.  
3 SEIU-UHW claims to be one of the largest hospital unions in the United States and  
4 has approximately 100,000 members throughout California. Its main office is in  
5 Oakland, CA. The majority of SEIU-UHW's members are women workers who pay  
6 regular dues to the union in order to advance workplace rights. SEIU-UHW's  
7 stated mission is to protect the rights of workers, and in keeping with that mission  
8 it promises to provide a discrimination and harassment-free workplace for its  
9 employees. At all relevant times herein, SEIU-UHW's president was Dave Regan  
10 (Regan), who is also vice president of SEIU's international union, which has over  
11 two millions members nationwide. It is SEIU-UHW's policy to refer all complaints  
12 of harassment to Regan, who had specific duties under SEIU-UHW's Anti-  
13 Harassment policy, including insuring that a prompt and thorough investigation of  
14 complaints would be undertaken and that all concerned parties would be advised of  
15 the results of that investigation. SEIU-UHW is an employer within the meaning of  
16 the California Fair Employment and Housing Act (FEHA), Cal. Govt. Code  
17 §12926(d). As such, it had a legal duty to provide a workplace free of discrimination,  
18 harassment, and retaliation. The actions attributed to SEIU-UHW herein were  
19 taken by employees and/or managing agents of SEIU-UHW authorized by SEIU-  
20 UHW to act on its behalf.

21                   3.       Sturge is informed and believes and thereon alleges that until  
22 sometime in November 2017, defendant Marcus Hatcher (Hatcher) was director of  
23 SEIU-UHW's Kaiser division and a resident of California. In that capacity, he was a  
24 managing agent within the meaning of California Civil Code §3294, and was acting  
25 as a supervisor for SEIU-UHW as defined by FEHA. In taking the actions alleged  
26 herein during his employment, Hatcher was acting within the course and scope of  
27 his management role with SEIU-UHW, and SEIU-UHW had knowledge of and  
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1 ratified his conduct. At all relevant times herein, SEIU-UHW had advance notice of  
2 Hatcher's propensity for inappropriate conduct and his unfitness for a supervisory  
3 role, along with notice of other acts alleged herein, many of which were engaged in  
4 by SEIU-UHW managing agents, including but not limited to Regan.

5 4. Sturge is ignorant of the true identities of DOES 1-10 and will  
6 amend to allege their true identities when further facts become known. The actions  
7 of the DOE defendants were taken in the course and scope of their employment with  
8 SEIU-UHW, and SEIU-UHW ratified said conduct. Sturge is informed and believes  
9 and thereon alleges that some or all of the DOES were managing agents within the  
10 meaning of California Civil Code §3294.

11 5. Sturge has exhausted her administrative remedies with respect  
12 to those claims requiring such exhaustion, including those arising under the  
13 California Fair Employment and Housing Act (FEHA): She duly filed a complaint,  
14 naming both SEIU-UHW and Hatcher and alleging gender discrimination and  
15 harassment/hostile work environment, with the California Department of Fair  
16 Employment and Housing. Sturge requested an immediate Right to Sue letter,  
17 which was issued on April 23, 2018 and served on counsel for SEIU-UHW. On July  
18 9, 2018, Sturge filed an Amended Complaint of Discrimination to provide additional  
19 details as to the actions taken by defendants.

20 6. Throughout her many years of employment with SEIU-UHW,  
21 Sturge received positive feedback and good performance ratings. She loved her job  
22 and believed in the union's mission. She reported directly and indirectly to  
23 defendant Hatcher and other managing agents of SEIU-UHW, including but not  
24 limited to Regan. Hatcher, Regan, and others in management who engaged in the  
25 conduct described below, had the power to and did affect the terms and conditions of  
26 Sturge's workplace environment.

FIRST CAUSE OF ACTION

(Discrimination/Harassment - Cal. Govt. Code §12940 - SEIU-UHW)

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3           7. Sturge realleges and incorporates paragraphs 1-6 as though fully  
4 set forth herein.

5           8. SEIU-UHW fostered a discriminatory workplace wherein Sturge, a  
6 woman, was treated differently than male co-workers. Specifically, Sturge, other  
7 women employees, and women union members were the subject of inappropriate  
8 remarks that addressed their looks, their bodies, and their availability/interest in  
9 relationships. Sturge was also subject to offensive touching, and she and others  
10 were discussed in inappropriate texts and in comments heard by or related to  
11 Sturge. This conduct was engaged in by senior SEIU-UHW managers and  
12 directors, including but expressly not limited to Hatcher and Regan. This conduct,  
13 which was unwelcome, regular, and pervasive, continued throughout Sturge's  
14 employment and was personally experienced or witnessed by Sturge and directly  
15 affected her work environment. Sturge (and others) reported some of this  
16 inappropriate conduct to SEIU-UHW management when it occurred. Despite  
17 reports of this behavior, SEIU-UHW took no action to discipline Hatcher or others  
18 who created a hostile work environment, nor did SEIU-UHW undertake an  
19 investigation of the workplace or of Hatcher's behavior until after Sturge had been  
20 assaulted by Hatcher. Indeed, SEIU-UHW had a pattern of accepting such  
21 behavior and even went so far as to hire male staff members who had previously  
22 been fired from other unions for engaging in inappropriate behavior with women,  
23 all of which SEIU-UHW knew or should have known at the time of the hiring. One  
24 such member was hired to work directly with Sturge and engaged in unwanted and  
25 inappropriate behavior with Sturge and women co-workers.

26           9. SEIU-UHW's management was aware of, engaged in, and/or  
27 ratified the inappropriate and discriminatory conduct to which Sturge and her co-  
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1 workers were subjected. Most recently, Regan verbally abused Sturge in front of co-  
2 workers (including other managers) after Sturge expressed concern about Regan's  
3 comments during a meeting that addressed inappropriate workplace conduct.

4 Regan also shunned Sturge after she reported Hatcher's assault.

5 10. SEIU-UHW's conduct violated the express provisions of California  
6 Government Code §12940 and proximately caused Sturge damages, including  
7 serious emotional distress with both mental and physical manifestations.

8 11. SEIU-UHW's conduct was malicious, oppressive and/or fraudulent  
9 and was undertaken with a conscious disregard of Sturge's rights. Accordingly,  
10 Sturge is entitled to punitive damages in an amount to be proven at trial.

11 12. Pursuant to Cal. Govt. Code §12965(b), Sturge is entitled to  
12 recover her attorneys fees and costs in bringing her action, including her expert  
13 witness fees.

#### 14 SECOND CAUSE OF ACTION

15 (Battery - Hatcher)

16 13. Sturge realleges and incorporates by reference paragraphs 1-6 of  
17 the complaint as though fully set forth herein.

18 14. On or about September 28, 2017, while meeting with Hatcher in  
19 Sacramento on union business, Sturge was subjected to offensive behavior by  
20 Hatcher, including harmful touching by Hatcher. As a direct and proximate result  
21 of Hatcher's actions, Sturge suffered a head injury and bruising for which she  
22 sought medical attention.

23 15. Sturge did not consent to this touching, which was intentional on  
24 the part of Hatcher and which resulted in physical injuries to Sturge.

25 16. Sturge also suffered and continues to suffer emotional distress as  
26 a direct and proximate result of defendant's conduct.

27 17. Defendant Hatcher's conduct was malicious, oppressive and/or  
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1 fraudulent and was undertaken with a conscious disregard of Sturge's rights.  
2 Accordingly, Sturge is entitled to punitive damages in an amount to be proven at  
3 trial.

### 4 THIRD CAUSE OF ACTION

5 (Harassment- Cal. Govt. Code §12940(j)(3) - Hatcher)

6 18. Sturge realleges and incorporates by reference paragraphs 1-6 and  
7 8 of her complaint as though fully set forth herein.

8 19. Sturge was subjected to a hostile work environment created by  
9 Hatcher's inappropriate behavior toward Sturge and other women in her workplace.  
10 This behavior included unwanted flirting, pressure to engage in personal  
11 relationships, and remarks that were demeaning toward Sturge and other women.  
12 This behavior was unwanted and was severe and/or pervasive such that it  
13 permeated Sturge's work environment, made Sturge's job more difficult, and was  
14 demoralizing to Sturge and others. Sturge was aware of and had first-hand  
15 knowledge of the affect that Hatcher's behavior had on her co-workers.

16 20. Sturge suffered and continues to suffer serious emotional distress  
17 as a direct and proximate result of the inappropriate conduct she experienced as a  
18 result of Hatcher's conduct in the SEIU-UHW workplace, all of which was ratified  
19 by SEIU-UHW. Pursuant to Cal. Govt. Code §12965(b), Sturge is entitled to recover  
20 her attorneys fees and costs in bringing her action, including her expert witness  
21 fees.

22 21. Hatcher's conduct was malicious, oppressive and/or fraudulent and  
23 was undertaken with a conscious disregard of Sturge's rights. Accordingly, Sturge  
24 is entitled to an award of punitive damages in an amount to be proven at trial.

### 25 FOURTH CAUSE OF ACTION

26 (Violation of Cal. Govt. Code §12940(k) - SEIU-UHW)

27 22. Sturge realleges and incorporates by reference paragraphs 1-21  
28 as though fully set forth herein.

1                   23. As SEIU-UHW's own policies acknowledge, and as California  
2 law requires, SEIU-UHW had a duty to create and maintain a professional working  
3 environment and to prevent discrimination, harassment, and retaliation for  
4 reporting such behavior. More importantly, SEIU-UHW had a duty to ensure the  
5 safety of its employees by, among other things, engaging in a prompt and thorough  
6 investigation of any and all claims of inappropriate behavior in the workplace. It  
7 failed to do so. SEIU-UHW's employees and managing agents, including but  
8 expressly not limited to Hatcher and Regan (to whom all harassment complaints  
9 were to be referred, per SEIU-UHW's written policy), engaged in discriminatory and  
10 harassing conduct against Sturge, resulting in her humiliation, embarrassment, a  
11 physical assault, and a violation of her right to privacy. SEIU-UHW's conduct  
12 violated Cal. Govt. Code §12940(k), which requires an employer to take all  
13 reasonable steps to prevent discrimination and harassment of the kind experienced  
14 by Sturge and other union employees in her workplace.

15                   24. As a proximate result of SEIU-UHW's breach of its statutory  
16 duties (and its own internal policies), Sturge incurred damages in the emotional  
17 distress, and other consequential damages in an amount to be proven at trial.  
18 Pursuant to Cal. Govt. Code §12965(b), Sturge is entitled to recover her attorneys  
19 fees and costs in bringing her action, including her expert witness fees.

20                   25. SEIU-UHW's actions, undertaken and/or ratified by its  
21 managing agents, were malicious, oppressive and/or fraudulent and were  
22 undertaken with a conscious disregard for Sturge's rights. Accordingly, Sturge is  
23 entitled to punitive damages in an amount to be proven at trial.

24   FIFTH CAUSE OF ACTION  
25   (Defamation - SEIU-UHW, Hatcher, and DOES 1-10)

26                   26. Sturge realleges and incorporates by reference paragraphs 1  
27 through 6 of her complaint as though fully set forth herein.  
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1                   27.     Within the last year, Sturge was the subject of false and  
2     unprivileged defamatory statements, both written and oral, that impugned her  
3     integrity and her morals. These statements included Facebook posts that were  
4     provided to SEIU's chief of staff, Greg Pullman (Pullman), prior to suit being filed.  
5     Pullman acknowledged receipt of Facebook posts, which he referred to as  
6     "disgusting". Among other things, these posts claimed that Sturge had lied about  
7     the sexual assault by Hatcher, that she had "a consensual affair" with Hatcher, that  
8     she had ruined Hatcher's life and career, that she is a "liar and manipulator", that  
9     she is "a cheat and a home wrecker", that she traveled to Los Angeles to further her  
10    alleged consensual affair with Hatcher, that she would go "bar-hopping" with  
11    Hatcher, and that she had reported Hatcher's conduct to SEIU-UHW solely for the  
12    purpose of obtaining a monetary settlement (she was "out for money" and "out for a  
13    money grab"). The Facebook posts also claimed that Sturge "destroyed [Hatcher's]  
14    life & career". Sturge is informed and believes and thereon alleges that these  
15    statements, all of which were false and unprivileged, originated with Hatcher  
16    and/or other employees within SEIU-UHW.

17                   28. Sturge is further informed and believes and thereon alleges that  
18    Hatcher made false, defamatory, and unprivileged verbal statements, the exact  
19    dates of which are as yet unknown, about Sturge to others affiliated with SEIU-  
20    UHW, falsely and maliciously claiming that Sturge had a consensual relationship  
21    with him. The exact statements made by Hatcher, the dates upon which they were  
22    made, and the persons to whom they were made and/or republished are known to  
23    defendants.

24                   29. SEIU-UHW and its agents furthered the false and defamatory  
25    narrative about Sturge by announcing to others both within and outside the union  
26    that Hatcher was fired for violation of the union's non-fraternization policy, as  
27    opposed to Hatcher having violated SEIU-UHW's anti-harassment policy and/or  
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1 having assaulted Sturge, thereby giving rise to the implication that Sturge and  
2 Hatcher had a consensual relationship or that his termination was the sole result of  
3 his consensual relationship(s) with other union staff and/or members.

4 30. On or before November 17, 2017, agents and/or employees of  
5 defendants, whose identities are not yet known, reported to an online public blog  
6 (Sternburger with Fries) that Sturge "was fired", a statement that was false. The  
7 statement also implied that Sturge had been fired for the same misconduct that had  
8 led to Hatcher's termination. This false allegation was repeated in another blog post  
9 on July 6, 2018. The source(s) of these statements is as yet unknown but Sturge is  
10 informed and believes that the statements originated from within SEIU-UHW.  
11 Sturge will amend to include the names of the source of these defamatory  
12 statements once their identities are known.

13 31. The unprivileged statements made about Sturge were false and  
14 defamatory per se, and were made without any reasonable belief in their truth.  
15 These statements directly impugned Sturge's character, morals, and honesty,  
16 causing her serious emotional distress. Certain of these statements were  
17 republished outside SEIU-UHW, and Sturge herself was forced to republish some of  
18 these defamatory statements to third parties.

19 32. Defendants' statements were malicious, oppressive and/or  
20 fraudulent and their conduct was undertaken with a conscious disregard of Sturge's  
21 rights. Accordingly, Sturge is entitled to punitive damages in an amount to be  
22 proven at trial.

23 SIXTH CAUSE OF ACTION  
24 (Cal. Civ. Code §52.4 - Hatcher)

25 33. Sturge realleges and incorporates by reference paragraphs 1-6 and  
26 14-17 of her complaint as though fully set forth herein.

27 34. The actions taken by Hatcher, as described herein, amounted to  
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gender violence within the meaning of Cal. Civ. Code §52.4(c), for which Sturge is entitled to recover all compensable damages outlined in §52.4(a), including but not limited to punitive damages and attorneys fees.

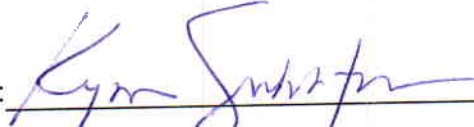
**PRAYER FOR RELIEF**

WHEREFORE, plaintiff prays for relief as follows:

- 1. For compensatory damages;
- 2. For emotional distress damages;
- 3. For attorneys fees, penalties, and costs pursuant to statute;
- 4. For punitive damages;
- 5. For any and all appropriate injunctive relief, affirmative relief, or prospective relief, as provided by law;
- 6. For pre and post-judgment interest; and
- 7. For such other damages as the court deems just and proper.

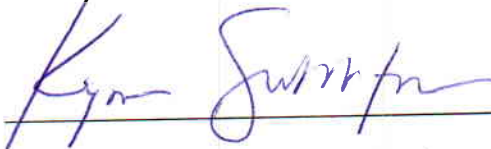
DATED: July 10, 2018

LAW OFFICES OF KYRA A. SUBBOTIN

By:   
 KYRA A. SUBBOTIN  
 Attorney for Plaintiff

**JURY DEMAND**

Plaintiff hereby demands a trial by jury of all causes of action alleged herein.

  
 KYRA A. SUBBOTIN

**PROOF OF SERVICE**

[C.C.P. § 1013, C.R.C. § 2008, F.R.C.P. Rule 5]

I, Kyra A. Subbotin, state:

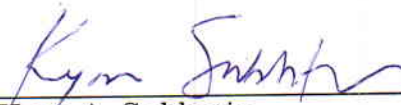
I am a citizen of the United States. My business address is 2625 Alcatraz Avenue, No. 152, Berkeley, California 94705. My email address is kyras@lmi.net. I am employed in the city of Berkeley, County of Alameda, where this service occurs. I am over the age of eighteen years and not a party to this action. On the date set forth below, I served **FIRST AMENDED COMPLAINT FOR DAMAGES** on the following person(s) in this action as follows:

Xochitl Lopez/Roberta Perkins/Bruce Harland  
xlopez@unioncounsel.net; Rperkins@unioncounsel.net; bharland@unioncounsel.net  
Weinberg Roger & Rosenfeld  
1001 Marina Village Pkway, Suite 200  
Alameda, CA 94501-1091

- : **BY FIRST CLASS MAIL** - I am readily familiar with my firm's practice for collection and processing of correspondence for mailing with the United States Postal Service, to-wit, that correspondence will be deposited with the United States Postal Service this same day in the ordinary course of business. I sealed said envelope and placed it for collection and mailing this date, following ordinary business practices.
- : **BY FACSIMILE** - I caused said document to be transmitted by Facsimile machine to the number indicated after the address(es) noted above pursuant to a written agreement between counsel for the parties in this action.
- : **BY ELECTRONIC SERVICE** - On the date set forth below, I caused said document(s) to be electronically served to the email addresses set forth above, pursuant CCP §1010.6 and CRC 2.251 and the agreement of the parties referenced above.
- : **BY UPS- OVERNIGHT** - I caused said document to be placed with UPS delivery service for delivery to the above address .

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed this date at Berkeley, California.

Dated: July 10, 2018

  
\_\_\_\_\_  
Kyra A. Subbotin