

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

AUG 08 2003

ALAN SLATER, Clerk of the Court

*G. Hernandez*  
BY G. HERNANDEZ

1 MICHAEL LEE GILMORE  
1509 E. Chapman Ave.  
2 Orange, California 92866  
(714) 997-9872  
3 Bar Number 074463

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5 Attorney for Plaintiffs  
SUZANN MILKEY, FRANCES DUNLAP, LUCILLE CHALFA and VALERIE HOLLINS

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF ORANGE

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12 SUZANN MILKEY, FRANCES DUNLAP, LUCILLE  
CHALFA and VALERIE HOLLINS

13 Plaintiffs,

14 vs.

15 HOTEL EMPLOYEES AND RESTAURANT  
16 EMPLOYEES UNION, LOCAL 681, aka H.E.R.E.,  
17 LOCAL 681 and DOES 1 through 20, inclusive,

18 Defendants.

DC  
GH  
CASE NO. 03CC10063

COMPLAINT FOR DAMAGES

- 1. VIOLATION OF PUBLIC POLICY
- 2. EMPLOYMENT DISCRIMINATION
- 3. EMPLOYMENT DISCRIMINATION

JUDGE DAVID A. THOMPSON  
DEPT. C23

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20 Plaintiffs, SUZANN MILKEY, FRANCES DUNLAP, LUCILLE CHALFA and VALERIE HOLLINS, allege  
21 as follows:

22 COMMON ALLEGATIONS

23 1. Plaintiffs are informed and believe that Defendant HOTEL EMPLOYEES AND RESTAURANT  
24 EMPLOYEES UNION, LOCAL 681, aka H.E.R.E., LOCAL 681 is, and at all times herein mentioned was, a labor  
25 union duly organized and existing under the laws of the United States, with offices in the State of California, and  
26 authorized to do business and doing business at 13252 Garden Grove Blvd., Suite 200, in the City of Garden  
27 Grove, Orange County, California.

28 2. The true names and capacities of Defendants named herein as DOES 1 through 20, inclusive, whether

THIS CASE HAS BEEN ASSIGNED TO CIVIL CASE MANAGEMENT. EACH  
PLEADING MUST INCLUDE THE ASSIGNED JUDGE AND DEPARTMENT  
DESIGNATION AS SHOWN UNDER THE CASE NUMBER. ALL PARTIES  
MUST COMPLY WITH THE ORANGE COUNTY SUPERIOR COURT RULES

MILKEY  
HOTEL EMPLOYEES AN  
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03CC10063  
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05/24/03

1 individual, corporate, associate, or otherwise, are unknown to Plaintiffs, who therefore sue such Defendants by  
2 such fictitious names. Plaintiffs are informed and believe that these fictitiously named Defendants are responsible  
3 in some manner for the actions, injuries and damages alleged herein. Plaintiffs will seek leave to amend this  
4 Complaint to add the true names and capacities when they have been ascertained.

5 3. Plaintiffs are informed and believe that except as otherwise alleged, each of the Defendants named  
6 herein were the agents, servants, partners, officers, directors and/or employees of each of the other named  
7 Defendants herein, and in doing the acts or actions alleged herein were acting within the scope of such agency  
8 and employment, and with the knowledge, approval and ratification of each of the other Defendants.

9 4. Plaintiff Suzann Milkey ("Milkey") was hired by Local 681 in April 1993 as an office staff employee. In  
10 July 2001, Milkey suffered a work-related injury, which required back surgery. When she returned to work  
11 approximately 3 ½ weeks later on August 6, 2001, Ada Torres ("Torres") had been installed as the new President  
12 of Local 681. Torres had assigned Milkey's work to two others, Sergio Contreras and Martin Lopez.

13 5. Milkey also underwent two laser eye surgeries due to her diabetes, of which Torres was aware. This  
14 required Milkey to require a special computer screen at her work station, which Torres expressed her displeasure  
15 with.

16 6. Milkey, due to the medical condition of her husband, then took leave pursuant to the Family Medical  
17 Leave Act, for approximately three months, from March to May of 2002. When she returned, she was constantly  
18 reminded by Torres that she was lucky the Defendant had held her job, and that her workers comp injury was  
19 costing the union a lot of money. Torres then assigned Milkey the Disney California check-off duties, which were  
20 new to Milkey. Milkey required assistance and training from the office manager. When Milkey would seek  
21 assistance from the office manager, she was accused of gossiping. Milkey told Torres it was necessary for her  
22 to get up close to the office manager's computer screen because it was not magnified like the special screen she  
23 used due to her diabetes. At that point, Torres issued a directive that assistance from the office manager could  
24 only be done over the phone.

25 7. Torres then began to personally check on Milkey's work in an effort to find cause to terminate her  
26 employment.

27 8. When Milkey took time off for medical appointments for her work-related medical conditions and injuries,  
28 Torres constantly made her feel she was wrong and not entitled to do so. This caused Milkey to work through

1 breaks and lunch periods to make up time missed, and caused her to cancel doctor's appointments. Torres also  
2 stated in the presence of the Vice President of Local 681 that Torres would have to fire Milkey when she returned  
3 from her medical leave.

4 9. In addition to Defendants' harassment and discrimination based on Milkey's medical condition, she,  
5 along with Plaintiffs Chalfa and Dunlap, was discriminated against on the basis of race, ethnic and national origin  
6 and age. The details of Defendants' discriminatory treatment based on race, ethnic and national origin are set forth  
7 in the section on Valerie Hollins, and the age discrimination is set forth in the section on Lucille Chalfa.

8 10. Plaintiff Valerie Hollins ("Hollins") has been a member of HERE Local 681 since 1988. She was an  
9 elected Shop Steward and she was hired as a Field Representative by Defendant in March 2000 prior to Torres's  
10 election as President.

11 11. After Torres's election, Hollins, along with each of the other Plaintiffs, was subjected to differential  
12 treatment. This treatment included, (1) being referred to as a "gringo"; (2) having to attend union meetings that  
13 were only conducted in Spanish with no translation for the non-Spanish speakers; (3) being required to chant in  
14 Spanish, "Si, se puede"; (4) being excluded from conversations because she was not Hispanic; (5) being excluded  
15 from lunch with other union representatives because she was not Hispanic; (6) when turkeys were given to union  
16 members, only large turkeys were given to Hispanics and small ones to non-Hispanics; (7) Torres's reference to  
17 Spanish-speaking union members as "her people"; (8) Torres's reference to Disney employees who disagreed with  
18 immigration issues as "racist"; (9) requiring the entire staff to sign a document that they would not be late for any  
19 staff meeting, but failing to discipline Hispanic staff members who were late; (10) holding the "Anglo" or "American"  
20 employees, as Torres called them, to different work standards than the Spanish-speaking employees who didn't  
21 have the necessary job skills for the jobs they were hired to perform and made many mistakes; and (11) being  
22 referred to as a "contra" if complaints were made about not having translators during union meetings.

23 12. Plaintiff Lucille Chalfa ("Chalfa") had been employed by defendant for 34 years as an office staff  
24 employee and was the Office Manager when Torres was elected President. After Torres's election, she was  
25 subjected to daily discrimination, harassment, and accusations.

26 13. It became apparent to Chalfa that Torres was intent on finding a way to get rid of her because Torres  
27 wanted to bring in younger Hispanic employees. Torres made comments to other employees that plaintiffs Chalfa,  
28 Dunlap, and Milkey were, "too old, slow and set in their ways." Torres even stated to the Vice President of Local

1 681 when referring to Plaintiffs Chalfa, Dunlap and Milkey, "I'm going to fire these fucking old ladies and we can  
2 get someone else for less money." Torres made similar remarks in Spanish at the October 2002 general  
3 membership meeting.

4 14. Others heard Torres state in reference to Plaintiffs Chalfa, Dunlap and Milkey that she was going to  
5 "get rid of the old ladies," and they were "old and slow and time to go."

6 15. Plaintiff Chalfa also suffered daily discrimination based on differential treatment to Spanish-speaking  
7 employees with Torres's references to "her people," being excluded from conversations, and excluded from  
8 Hispanic-only office lunches.

9 16. Plaintiff Frances Dunlap ("Dunlap") was employed as an office worker beginning in May of 1994, until  
10 her termination on October 31, 2002.

11 17. Beginning in April 2002, Ms. Dunlap was subjected to discriminatory treatment. In addition to the age-  
12 related comments made about her and her co-employees, Plaintiffs Milkey and Chalfa, she was given differential  
13 treatment from Hispanic employees.

14 18. Dunlap worked at a union job at Edison Field on event days since 1976. She had always been  
15 permitted to leave the Defendant's Local 681 job 30-45 minutes early on event days, but after Torres became  
16 President, Torres would purposefully give her last minute assignments to be completed before leaving for the  
17 stadium job, and required her to take vacation time for the time missed. Hispanic employees who left early were  
18 not required to take vacation time or docked pay.

19 19. Dunlap was expected to do tasks without adequate training, whereas Hispanic employees were given  
20 computer classes and training.

21 20. At the time Plaintiffs Milkey and Dunlap were terminated, a younger Hispanic employee was laid off,  
22 but she was recalled to perform Dunlap's job duties despite her lack of seniority and lack of qualifications.

23 21. Torres further made disparaging references to Dunlap's religious beliefs when Torres terminated her  
24 by stating, "You are a woman of God, have faith."

25 22. In addition to the discriminatory and hostile work environment Torres created, Torres's actions and  
26 responses to various moral, ethical and legal issues raised by Plaintiffs show an attempt on Defendants' part to  
27 silence any opposition to Torres's methods of management.

28 23. Soon after Milkey returned to work, she informed Torres that Sergio Contreras was campaigning for

1 his forthcoming city election from the Defendant's Local 681 office, which was illegal. Torres assured Milkey that  
2 he wasn't, but later admitted that she knew he was campaigning out of the Local office and she had given him  
3 permission to do so. Milkey also informed Torres that the members of Local 681 should be informed of the new  
4 Health Insurance Portability Accountability Act (HIPAA) mandated by the federal government in her capacity as  
5 a union trustee. Torres responded that, "Laws are made to be broken."

6 **FIRST CAUSE OF ACTION**

7 **(VIOLATION OF PUBLIC POLICY AS TO ALL DEFENDANTS)**

8 24. Plaintiffs incorporate by reference Paragraphs 1 through 23 of the Common Allegations of the  
9 Complaint on file herein as though fully set forth hereat.

10 25. Plaintiffs allege their termination, and/or constructive termination, was wrongful because it was in  
11 violation of the public policy of the United States and the State of California, and that Plaintiffs' termination was in  
12 violation of the age discrimination provisions of Government Code § 12941 and the medical condition discrimination  
13 provisions of Government Code § 12940, 12940.1, and 12926(h), the ethnic origin discrimination provisions of  
14 Government Code § 12940 and the UNRUH Civil Rights Act, Civil Code §51, et seq., and the exercise of the Family  
15 Rights Act, Government Code §12945.2.

16 26. Further, Plaintiffs allege Defendant has violated Title VII, Civil Rights Act of 1964 (42 U.S.C. §2000e-  
17 2000e-17), the Age Discrimination in Employment Act (29 U.S.C. § 621-634), Americans with Disabilities Act of  
18 1990, and 42 U.S.C. § 12101.

19 27. As a direct and legal result of Defendants' discrimination, the Plaintiffs have suffered and claim a loss  
20 of income and benefits in an amount which exceeds the minimum jurisdictional limits of this court, in an exact  
21 amount to be proven at the time of trial.

22 28. As a further direct and legal result of the Defendants' discrimination, Plaintiffs are entitled to  
23 prejudgment interest on their loss of income and benefits pursuant to Civil Code §3287 and 3288, or otherwise,  
24 according to law, together with attorney's fees pursuant to statute.

25 29. As a further direct and legal result of the Defendants' discrimination, Plaintiffs are entitled to  
26 foreseeable and incidental and consequential damages according to proof at the time of trial.

27 30. Because the acts taken toward Plaintiffs were carried out by managerial employees acting in a  
28 deliberate, cold, callous, malicious, oppressive, and intentional manner in order to injure and damage Plaintiffs,

1 Plaintiffs request the assessment of punitive damages against Defendant employer in an amount appropriate to  
2 punish and make an example of Defendant employer in an amount to be shown according to proof at the time of  
3 trial.

4 **SECOND CAUSE OF ACTION**

5 **(UNLAWFUL DISCRIMINATION AGAINST ALL DEFENDANTS)**

6 31. Plaintiffs incorporate by reference Paragraphs 1 through 23 of the Common Allegations of the  
7 Complaint on file herein as though fully set forth hereat.

8 32. This cause of action is brought pursuant to California Fair Employment and Practices Act, §12940(a)  
9 of the Government Code prohibiting termination and constructive termination of an employee on the basis of ethnic  
10 and national origin.

11 33. At all times mentioned in this complaint, Defendant H.E.R.E. Local 681 regularly employed five or more  
12 persons, bringing Defendant within the provisions of §12900, et seq., of the Government Code prohibiting  
13 employers or their agents from discriminating against employees on the basis of ethnic and national origin.

14 34. Each of the Plaintiffs filed a charge of discrimination with the State of California Department of Fair  
15 Employment and Housing and the U.S. Equal Employment Opportunity Commission (EEOC). A true and correct  
16 copy of each charge is attached to this Complaint as Exhibit "A" and incorporated herein by reference. Plaintiffs  
17 each have received a Notice of Right to Sue from the EEOC. A true and correct copy of each Notice of Right to  
18 Sue is attached to this Complaint as Exhibit "B" and is incorporated herein by this reference.

19 35. At all times mentioned in this Complaint, Plaintiffs were fully qualified for the positions they held with  
20 Defendant employer, and received positive evaluations from the Defendant, merit raises in compensation, and  
21 bonuses.

22 36. Defendant employer terminated Plaintiffs because of their ethnic and national origin.

23 37. Defendant stated its reason for terminating Plaintiffs was for business reasons, specifically lack of  
24 money.

25 38. Plaintiffs believe that their ethnic and national origin was a substantial factor in Defendant employer's  
26 decision to terminate and/or constructively terminate Plaintiffs' employment.

27 39. Defendant's termination and/or constructive termination of Plaintiffs as alleged in this Complaint  
28 constitutes an unlawful employment practice in violation of §12940(a) of the Government Code.

1 40. As a direct, foreseeable and legal result of Defendant's discriminatory acts, Plaintiffs have suffered  
2 and continue to suffer substantial losses in earnings and job benefits, and have suffered and continue to suffer  
3 humiliation, embarrassment, mental and emotional distress and discomfort, all to Plaintiffs' damage, the precise  
4 amount of which will be proven according to proof at the time of trial.

5 41. Defendants committed the acts described in this complaint oppressively, fraudulently, and maliciously,  
6 entitling Plaintiffs to an award of punitive damages against the Defendants in an amount appropriate to punish and  
7 make an example of the Defendants in an amount to be shown according to proof at the time of trial.

8 42. Plaintiffs restate and incorporate by reference the damage allegations in paragraphs 27, 28 and 29  
9 of the Complaint on file herein as though fully set forth hereat.

10 **THIRD CAUSE OF ACTION**

11 **(UNLAWFUL DISCRIMINATION AGAINST ALL DEFENDANTS)**

12 43. Plaintiffs incorporate by reference Paragraphs 1 through 23 of the Common Allegations of the  
13 Complaint on file herein as though fully set forth hereat.

14 44. This cause of action is brought pursuant to California Fair Employment and Practices Act, §12941 of  
15 the Government Code, prohibiting termination and/or constructive termination of an employee on the basis of age.

16 45. Plaintiffs incorporate paragraphs 33, 34 and 35 of the Complaint as though fully set forth in full hereat.

17 46. Defendants terminated Plaintiffs Milkey and Dunlap because of their ages of over forty years, and  
18 forced Plaintiff Chalfa to retire based upon her age.

19 47. Defendant stated the reasons for terminating Plaintiffs Milkey and Dunlap, and forcing Plaintiff Chalfa  
20 to retire, was due to business reasons, specifically lack of money.

21 48. Plaintiffs believe that their age was a substantial factor in Defendant employer's decision to terminate  
22 and/or constructively terminate Plaintiffs' employment.

23 49. Defendant's termination and/or constructive termination of Plaintiffs as alleged in this Complaint  
24 constitutes unlawful employment practices in violation of §12940(a) of the Government Code, and Age  
25 Discrimination in Employment Act of 1967, as amended.

26 50. As a direct, foreseeable and legal result of Defendants' discriminatory acts, Plaintiffs have suffered  
27 and continue to suffer substantial losses in earnings and benefits and have suffered and continue to suffer  
28 humiliation, embarrassment, mental and emotional distress and discomfort, all to Plaintiffs' damage in a precise

1 amount to be proven according to proof at the time of trial.

2 51. Defendants committed the acts described in this Complaint oppressively, fraudulently, and maliciously,  
3 entitling Plaintiffs to an award of punitive damages against Defendants in an amount appropriate to punish and  
4 make an example of Defendants in a sum to be shown according to proof at the time of trial.

5 52. Plaintiffs restate and incorporate by reference the damage allegations in Paragraphs 27, 28 and 29  
6 of the Complaint on file herein as through fully set forth hereat.

7 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as follows:

8 1. For compensatory damages including lost wages and benefits and emotional distress damages  
9 according to proof;

10 2. For punitive damages in an amount to be shown according to proof at the time of trial;

11 3. For attorney's fees and costs;

12 4. For prejudgment interest on all amounts claimed; and

13 5. For such other and further relief as the court deems just and proper.

14 Dated: August 7, 2003

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16 MICHAEL LEE GILMORE  
17 Attorney for Plaintiffs

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