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7 **SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO**
8 **(Central Division)**
9

10 SANDY NARANJO,

11 Plaintiff,

12 vs.

13 FEDERATION OF AGENTS AND
INTERNATIONAL
14 REPRESENTATIVES, a labor union;
STEVEN MARRS; UNITED FOOD &
15 COMMERCIAL WORKERS LOCAL
135, a labor union; MICKEY
16 KASPARIAN; and DOES 1 through 20,

17 Defendants.
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CASE NO.:

COMPLAINT FOR DAMAGES

1. **Invasion of Privacy;**
2. **Conspiracy; and**
3. **Negligent Hiring, Supervision and Retention.**

20 Plaintiff, Sandy Naranjo ("Naranjo"), alleges:

21 1. Defendant, Federation of Agents and International Representatives ("FAIR"), is a
22 labor union with its headquarters and nerve center in Roseville, California (Placer County). At all
23 material times, FAIR regularly conducted business in San Diego County, including when it
24 committed the wrongful acts alleged below.

25 2. Defendant, Steven Marrs ("Marrs"), is an adult resident of Duval County, Florida.
26 At all material times, Marrs was the President, managing agent, and an employee of FAIR, and was
27 acting in the course and scope of such capacities when he committed the wrongful acts described
28 below.

1 3. Defendant, United Food & Commercial Workers Local 135 ("Local 135"), is a labor
2 union with its principal place of business in San Diego County, California.

3 4. Defendant, Mickey Kasparian ("Kasparian"), is an adult resident of San Diego
4 County, California. At all material times, Kasparian was the President, managing agent, and an
5 employee of Local 135, and was acting in the course and scope of such capacities when he
6 committed the wrongful acts described below

7 5. Naranjo is a female, adult resident of San Diego County, California.

8 6. The true names and capacities, whether individual or otherwise, of defendants Does
9 1 through 20 are unknown to Plaintiff who therefore sues them by such fictitious names pursuant
10 to California Code of Civil Procedure § 474. Plaintiff is informed and believes that each of the Doe
11 defendants is responsible in some manner for the acts of omissions alleged in this complaint or
12 cause Plaintiff's damages.

13 7. At all material times, all of the defendants named in this complaint were agents,
14 employees, partners, joint-venturers, or co-conspirators of the other defendants and when doing the
15 acts alleged in this complaint they acted within the course and scope of such agency. At all material
16 times, all of the defendants named in this complaint aided and abetted, authorized, and ratified all
17 of the acts of the other defendants.

18 8. On December 9, 2016, Local 135 terminated Naranjo. At that time, she was a
19 member of FAIR, under a collective bargaining agreement between FAIR and Local 135. However,
20 instead of pursuing a grievance through FAIR, she commenced a legal action in Superior Court.

21 9. Shortly thereafter, a union representative with FAIR, Paul Supat, contacted Naranjo
22 and urged her to file a grievance against Local 135 in addition to the lawsuit. Naranjo knew that
23 Mr. Supat was an employee of UFCW and wondered if he might be biased in favor of Local 135.
24 Naranjo also knew that the grievance process was not worthwhile given the ultimate decision on
25 her grievance would be made by Kasparian and/or those under his control. However, she eventually
26 agreed to allow Mr. Supat to pursue a grievance to obtain Local 135's statement on her termination
27 and any supporting documentation.

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1 10. Shortly thereafter, it became clear to Naranjo that Mr. Supat was not acting in her
2 best interest. For example, Mr. Supat demanded without right or reason that Naranjo meet with
3 Kasparian face to face without her attorney present. Also, Mr. Supat refused to provide Naranjo
4 with Local 135's statement regarding her termination or any supporting documentation. Naranjo
5 informed Mr. Supat that she was withdrawing her grievance.

6 11. In response to the notification of the withdrawal, Mr. Supat sent Naranjo a letter
7 dated January 4, 2017, in part acknowledging that Naranjo's counsel had left a message
8 withdrawing the grievance. Mr. Supat enclosed a document entitled "Grievance Withdrawal
9 Request Form," and asked Naranjo to "Please respond no later than January 10, 2016 as to whether
10 or not you will be attending the grievance meeting." Mr. Supat never demanded that Naranjo use
11 the form, nor did he suggest that there was any obligation for her to do so. Mr. Supat never told
12 Naranjo that her attorney's message was insufficient to effectuate the withdrawal. In fact, Mr. Supat
13 stated, "If we do not hear from you by January 10th, we will assume that you do not wish to proceed
14 with your grievance and will withdraw the matter due to your failure to cooperate."

15 12. In response to Mr. Supat's letter, Naranjo's counsel sent an email to Mr. Supat and
16 Marrs, dated January 4, 2017, as follows:

17 Dear Mr. Marrs and Mr. Supat:

18 The attached letter from Mr. Supat continues
19 to ignore a central problem FAIR has regarding
20 its obligation to defend its member, Sandy
21 Naranjo. Mr. Supat's letter ignores the fact
22 that he forced Ms. Naranjo to withdraw the
23 grievance by demanding, without right or
24 reason, that she meet with Mickey Kasparian
25 without legal representation. Mr. Marrs
26 acknowledged this was improper when I spoke to
27 him this morning. Yet, Mr. Supat persists with
28 this bad faith behavior.

 I find it particularly galling that Mr. Supat
has the nerve to blame Ms. Naranjo's purported
"failure to cooperate" as the reason why the
grievance will be withdrawn. You both know
this is an absurd fabrication. You both
know--because I have made it abundantly
clear--that the only reason why Ms. Naranjo is
withdrawing her grievance is Mr. Supat's
unsupportable demand that she attend a meeting

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with a litigant/party opponent without her litigation counsel.

Mr. Supat, I ask you again, what is your motivation to have Ms. Naranjo attend a private meeting, without legal representation, with a person she has sued, who is also represented by counsel? We know you have been speaking with Mr. Kasparian. Why do you so badly want him to meet with Ms. Naranjo without me there?

To make sure the record is clear, despite Mr. Supat's attempt to obfuscate it, I am including the text I sent to him last night:

Paul, I just learned that you are, inexplicably, demanding that a meeting between two parties to litigation (Ms. Naranjo and Mr. Kasparian) go forward without their counsel present. This is patently absurd. I question your motives, and I question whether you could begin to articulate how this does not place your member at risk, much less explain how it could possibly benefit her. Given this unreasonable position, Ms. Naranjo has no choice but to withdraw her request for a grievance, with it not being lost on us that it was you that encouraged Sandy to pursue a grievance in the first place--something that I made clear to you was an all but useless process. I am also concerned that instead of complying with my text above, or even replying to it, you instead contacted my client and informed her that you were scheduling a meeting that I had made clear, in no uncertain terms, was not acceptable and would not occur. Do not contact my client again. If for any reason you need to communicate with her, you can direct all communications through me.

By insisting without right or reason that its member, Sandy Naranjo, do something that could harm her interests while benefiting her former employer's, not only has FAIR breached its obligations to its member, it has also revealed the existence of a substantial conflict of interest that renders it unfit to remedy its misconduct.

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1 reveal and share her employment file and records to unauthorized persons. By sharing these
2 private records with Marrs and FAIR, Kasparian and Local 135 intentionally intruded into
3 Naranjo's privacy rights. Defendants' intrusion would be highly offensive to a reasonable
4 person.

5 18. As a result of these wrongful acts, plaintiff sustained economic damages for lost
6 wages and benefits, and non-economic damages for emotional distress, anxiety, humiliation and
7 mental suffering.

8 19. Kasparian and Local 135 acted with malice, oppression, fraud, and in conscious
9 disregard of plaintiff's rights and well-being, entitling Naranjo to recover punitive damages
10 against them pursuant to Civ. Code § 3294.

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12 **SECOND CAUSE OF ACTION**
(Conspiracy Against All Defendants)

13 20. Naranjo realleges paragraphs 1 through 19.

14 21. Defendants Marrs and FAIR knew that Kasparian and Local 135 intended to
15 disclose Naranjo's private employment records. In turn, Kasparian and Local 135 knew that
16 Marrs and FAIR did not have authority to see Naranjo's private employment records.
17 Nonetheless, they agreed and conspired with each other to go forward with an unauthorized
18 grievance hearing where Naranjo's private records were shared, all for the ulterior purpose of
19 then having FAIR publicize, as they did on or about February 1, 2017, that they had "dismissed"
20 Naranjo's grievance to imply that her wrongful termination lawsuit lacked merit.

21 22. As a result of these wrongful acts, plaintiff sustained economic damages for lost
22 wages and benefits, and non-economic damages for emotional distress, anxiety, humiliation and
23 mental suffering.

24 23. Kasparian, Local 135, Marrs, and FAIR acted with malice, oppression, fraud, and
25 in conscious disregard of plaintiff's rights and well-being, entitling Naranjo to recover punitive
26 damages against them pursuant to Civ. Code § 3294.

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1 **THIRD CAUSE OF ACTION**
2 **(Negligent Hiring, Supervision and Retention Against FAIR and Does 1 to 20)**

3 24. Naranjo realleges paragraphs 1 through 23.

4 25. When Marrs engaged in the wrongful acts alleged above, he was unfit to represent
5 anyone, especially women. Because this is a public document, Naranjo will not allege with
6 specificity the public information about Marrs that FAIR could have readily obtained from any basic
7 public records search. Had FAIR done this before or during Marrs' employment, they would have
8 not hired him, or they would have terminated Marrs immediately. They certainly would not have
9 allowed him to represent its members, especially women. By failing to take these minimal
10 measures in the hiring, supervision and retention of Marrs, FAIR acted negligently.

11 26. As a result of these wrongful acts, plaintiff sustained economic damages for lost
12 wages and benefits, and non-economic damages for emotional distress, anxiety, humiliation and
13 mental suffering.

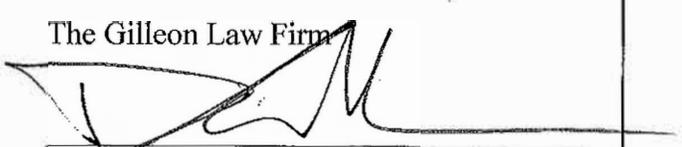
14 **REQUEST FOR RELIEF**

15 THEREFORE, plaintiff Sandy Naranjo requests a judgment against defendants
16 Federation of Agents and International Representatives; United Food & Commercial Workers
17 Local 135; Steven Marrs; Mickey Kasparian; and Does 1 to 20 for:

- 18 a. Special and general damages according to proof;
19 b. Punitive damages;
20 c. Attorney's fees and costs of court; and
21 d. Other proper relief.

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23 Dated: February 3, 2017

The Gilleon Law Firm

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26 Daniel M. Gilleon, Attorneys
for Plaintiff Sandy Naranjo