

No. 19-56271

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

Cara O'Callaghan and Jeneè Misraje,

Plaintiffs-Appellants,

v.

Janet Napolitano, in her official capacity as President of the
University of California; Teamsters Local 2010; and Xavier Becerra,
in his official capacity as Attorney General of California,

Defendants-Appellees.

On Appeal from the United States District Court
for the Central District of California
No. 2:19-CV-02289
Honorable James V. Selna

MOTION TO REMAND OR DISMISS

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MOTION TO REMAND OR DISMISS

Appellee Teamsters Local 2010 (“Teamsters Local 2010” or “the Union”) moves this Court to enter an Order remanding the Counts I – IV of the First Amended Complaint to the District Court to determine whether those claims shall be dismissed as moot, or, in the alternative, to enter an Order dismissing Counts I – IV of the First Amended Complaint in this matter as moot.

The Union asks that the Motion for Limited Remand be referred to the Court’s motions panel.

In support of this Motion, Teamsters Local 2010 states as follows.

INTRODUCTION

By order dated September 30, 2019, the District Court below dismissed the First Amended Complaint (“FAC”) of Plaintiffs Cara O’Callaghan and Jenee Misraje. (ER 0008.¹) Plaintiffs thereafter filed this appeal. Briefing on Appellants’ appeal in this matter was completed on March 23, 2020. The appeal remains pending with the Court. Teamsters Local 2010 now brings this motion to dismiss certain of the FAC’s claims against Local 2010, based on FRCP Rule 12(b)(1), in light of case developments subsequent to the briefing in this matter. As we show below, Local 2010 has now taken steps to redress certain of Plaintiffs’

¹ References to the Excerpts of Record filed in this matter are noted as “ER,” and references to the Supplemental Excerpts of Record are noted as “SER.” The FAC is found at SER 1.

claims against the Union, thus rendering the FAC in this matter moot as to those claims.

The FAC names as defendants Plaintiffs' employer (the University of California), the union that represents them in that employment (Local 2010), and the Attorney General of California. The FAC contains seven causes of action. Count I seeks an injunction against the continued deduction of Union dues from Plaintiffs' wages. (FAC ¶¶ 45-55.) Count II seeks a declaration that the deduction of union dues from a government employee's wages, after the employee has requested they stop, is a violation of the First Amendment. (FAC ¶¶ 56-58.) Count III seeks a declaration that certain California statutes regarding the deduction of union dues from government employees' wages are unconstitutional. (FAC ¶¶ 59-64.) Count IV seeks a refund of all dues Plaintiffs have paid the Union. (FAC ¶¶ 65-68.) And Counts V – VII seek an injunction against and declaratory orders striking down California law that authorizes the University of California to recognize the Union as the exclusive collective bargaining recognition of the University's employees. (FAC ¶¶ 69-87.)

As shown below, Teamsters Local 2010 has now released Plaintiffs from all further obligations under the agreements they made with the Union, and has refunded all dues paid to the Union during the period of the statute of limitations applicable to their claims. Accordingly, there is no longer any ongoing dispute on

the claims raised in Counts I – IV of the FAC, and the Court thus now lacks jurisdiction over those claims which must now be dismissed.

STATEMENT OF FACTS

A. The FAC

The allegations pertinent to Counts I – IV of the FAC are summarized in the District Court’s Order of Dismissal. (ER 0008-0010.) In brief, each Plaintiff signed a membership application with the Union that authorized their employer to deduct union dues from their paychecks for a specified period of time. Each Plaintiff in 2018 resigned their membership and requested to have their dues deductions discontinued. Local 2010 replied to each that while their membership had been terminated, their requests to discontinue dues deductions were premature under the terms of the membership applications they had signed. Plaintiffs’ employer likewise declined Plaintiffs’ requests to have their dues deductions discontinued.

B. Local 2010 Redresses Plaintiffs’ Dues Complaints

The Union by emails dated July 29, 2019, directed Plaintiff Misraje’s employer, the University of California, Los Angeles (“UCLA”) to discontinue all further dues deductions for Misraje; UCLA by email dated July 29 advised that it had already the previous month ended dues deductions for Misraje. Follow-up emails from the Union to UCLA clarified that the deductions should stop at the end

of July, not June. (Declaration of Monica Romero, Exh. A.) The Union by email dated November 6, 2020, directed the Plaintiff O’Callaghan’s employer, the University of California, Santa Barbara (“UCSB”) to discontinue immediately all further dues deductions for O’Callaghan; UCSB by email dated November 10, 2020, confirmed that it had processed the Union’s request and ended deduction of dues for O’Callaghan effective October 31, 2020. (Declaration of Monica Romero, Exhs. B & C.)

By letters dated November 13, 2020, the Union advised each Plaintiff/Appellant that the Union was effective immediately, unconditionally and irrevocably releasing Plaintiffs from any further obligations under any dues-deduction agreements they had with the Union, and that the Union had already notified the University to discontinue further Union dues deductions from Appellants paychecks. (Declaration of Andrew H. Baker; Exhs. B & D.) With each letter, the Union delivered to each Plaintiff/Appellant a cashier’s check unconditionally refunding all dues the Union had collected from each Plaintiff/Appellant since March 27, 2017, the limit of the statute of limitations for

Plaintiffs' Sec. 1983 claims in this matter,² along with interest and monies to cover any nominal damages. (Baker Decl., Exhs. B – E.)³

The Union's November 13, 2020, letters and cashier's checks were delivered on November 27, 2020, to Appellants with a letter from the Union's counsel dated November 23, 2020. (Declaration of Alissa Bryce ¶3, Exh. A; Baker Decl., Exh. A.) In that letter, Union counsel solicited Appellants' voluntary dismissal of Counts I-IV of their FAC in this matter. Appellants have not responded to the November 23, 2020, letter. (Baker Decl., ¶4.)

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² The original Complaint in this matter was filed on March 27, 2019. (Baker Decl., Exh. ¶5.) A two-year statute of limitations applies to the Section 1983 claims brought against the Union in the FAC. Section 1983 civil rights claims are governed by the state statute of limitations for personal injury actions. *Wilson v. Garcia*, 471 U.S. 261, 276 (1985). That statute of limitations in California is two years. Cal. Civ. Proc. Code § 335.1.

³ The amount of refunded dues for each Plaintiff was calculated by Union Office Administrator Reginal Naterman as reflected in Exhibits A and B of her Declaration, and 10% interest was added as reflected in Exhibits A and B to the Declaration of Terri Puryear. An additional 10% of the principal was added to cover any nominal damages. (Baker Decl., ¶3, Exhs. A, B & D.)

ARGUMENT

A. Rule 12(b)(1) –Legal Standard

Federal courts are courts of limited jurisdiction, and are presumptively without jurisdiction over civil actions. *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 377 (1994). The burden of establishing the contrary rests upon the party asserting jurisdiction. *Id.* Because subject matter jurisdiction involves a court’s power to hear a case, it can never be forfeited or waived. *United States v. Cotton*, 535 U.S. 625, 630 (2002). Accordingly, lack of subject matter jurisdiction may be raised by either party at any point during the litigation, through a motion to dismiss pursuant to Rule 12(b)(1). *Arbaugh v. Y&H Corp.*, 546 U.S. 500, 506 (2006); *see also Int’l Union of Operating Eng’rs v. Cnty. of Plumas*, 559 F.3d 1041, 1043-44 (9th Cir. 2009). Lack of subject matter jurisdiction may also be raised by the district court *sua sponte*. *Ruhrgas AG v. Marathon Oil Co.*, 526 U.S. 574, 583 (1999). Indeed, “courts have an independent obligation to determine whether subject matter jurisdiction exists, even in the absence of a challenge from any party.” *Id.*; *see Fed. R. Civ. P. 12(h)(3)* (requiring the court to dismiss the action if subject matter jurisdiction is lacking).

There are two types of motions to dismiss for lack of subject matter jurisdiction: a facial attack, and a factual attack. *Thornhill Publ’g Co. v. Gen. Tel. & Elec. Corp.*, 594 F.2d 730, 733 (9th Cir. 1979). Thus, a party may either make

an attack on the allegations of jurisdiction contained in the nonmoving party's complaint, or may challenge the existence of subject matter jurisdiction in fact, despite the formal sufficiency of the pleadings. *Id.*

In the case of a factual attack, “no presumptive truthfulness attaches to plaintiff’s allegations.” *Thornhill*, 594 F.2d at 733 (internal citation omitted). The party opposing the motion has the burden of proving that subject matter jurisdiction does exist, and must present any necessary evidence to satisfy this burden. *St. Clair v. City of Chico*, 880 F.2d 199, 201 (9th Cir. 1989). If the plaintiff’s allegations of jurisdictional facts are challenged by the adversary in the appropriate manner, the plaintiff cannot rest on the mere assertion that factual issues may exist. *Trentacosta v. Frontier Pac. Aircraft Ind., Inc.*, 813 F.2d 1553, 1558 (9th Cir. 1987) (quoting *Exch. Nat’l Bank of Chi. v. Touche Ross & Co.*, 544 F.2d 1126, 1131 (2d Cir. 1976)). Furthermore, the district court may review any evidence necessary, including affidavits and testimony, in order to determine whether subject matter jurisdiction exists. *McCarthy v. United States*, 850 F.2d 558, 560 (9th Cir. 1988); *Thornhill*, 594 F.2d at 733. If the nonmoving party fails to meet its burden and the court determines that it lacks subject matter jurisdiction, the court must dismiss the action. Fed. R. Civ. P. 12(h)(3).

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B. Plaintiffs' Claims Regarding Dues Are Moot.

1. Plaintiffs' claims for prospective relief do not present a live controversy.

Plaintiffs seek prospective relief ending their dues deductions and declaring that application of certain portions of their collective bargaining agreement and of California Government Code §§1157.12 and 3583 to them going forward is unconstitutional.⁴ (FAC Prayer for Relief ¶¶a-e.) But all dues deductions have ended, and there is no plausible likelihood that dues deductions will recur. Plaintiffs' claim for prospective relief is therefore no longer justiciable. *See Seager v. United Teachers, LA*, 2019 WL 3822001, at *2 (C.D. Cal. Aug. 14, 2019); *Babb v. Cal. Teachers Ass'n*, 378 F.Supp.3d 857, 886 (C.D. Cal.2019); *Few v. United Teachers L.A.*, 2020 U.S. Dist. LEXIS 24650, at *10-11 (C.D. Cal. Feb. 10, 2020); *Jackson v. Napolitano*, 2020 U.S. Dist. LEXIS 175603, at *15-16 (S.D. Cal. Sep. 23, 2020).

Claims for declaratory relief, like all other claims in federal court, are subject to the doctrine of mootness. *See Pub. Util. Comm'n of State of Cal. v. F.E.R.C.*, 100 F.3d 1451, 1459 (9th Cir. 1996) (“A federal court cannot issue a declaratory

⁴ The FAC's Prayer for Relief seeks the same regarding California Government Code §§3513(i), 3515, and 3515.5 (Prayer for Relief ¶b), but those statutes are part of the California State Employer-Employee Relations Act (“the Dills Act”), not the California Higher Education Employer-Employee Relations Act (“HEERA”), and thus are not applicable to Plaintiffs who are not employees of the State of California but rather are employees of the University.

judgment if a claim has become moot.”) A plaintiff’s claim becomes moot “when the issues presented are no longer ‘live’ or the parties lack a legally cognizable interest in the outcome.” *Rosebrock v. Mathis*, 745 F.3d 963, 971 (9th Cir. 2014) (citation omitted). “If an event occurs that prevents the court from granting effective relief, the claim is moot and must be dismissed.” *Am. Rivers v. Nat’l Marine Fisheries Serv.*, 126 F.3d 1118, 1123 (9th Cir. 1997).

Plaintiffs sue only on behalf of themselves. It is undisputed that they are no longer Union members (FAC ¶¶ 18, 31), and now their dues deductions have ended. (Romero Decl., Exh. A; Baker Decl., Exhs. B & D) Neither of the Plaintiffs allege “concrete, particularized” plans to re-enroll as a Union member in the future or to agree to another dues-deduction revocation agreement, nor are there any facts suggesting that there is a reasonable possibility they would do so, much less that they would then seek to renege on any such agreement. *Summers v. Earth Island Inst.*, 555 U.S. 488, 496 (2009). Their claims for prospective relief therefore are moot.

“[N]umerous courts have ruled that cases similar to this one” seeking prospective relief challenging dues deductions “are moot once the dues collection has ended.” *Mayer v. Wallingford-Swarthmore Sch. Dist.*, 405 F.Supp.3d 637, 641-642 & n. 27 (E.D. Pa. Sept. 24, 2019); *see id.* n.27 (citing numerous cases); *see also Aliser v. SEIU Cal.*, 419 F. Supp. 3d 1161, 1166 (N.D. Cal. 2019) (“The

plaintiffs' claim for prospective declaratory and injunctive relief is moot because none of the plaintiffs is still a union member, and none continues to have any deductions made from his or her paychecks.”); *Stroeder v. SEIU, Local 503*, 2019 WL 6719481, at *3 (D. Or. Dec. 6, 2019) (claims for prospective relief moot because “Plaintiff is no longer a union member, her dues authorization is no longer in effect, and dues are no longer being deducted from her paychecks”); *Oliver v. SEIU Local 668*, 415 F. Supp. 3d 602, 613 (E.D. Pa. 2019) (former union member’s “claim[] for declaratory and injunctive relief ... suffers from lack of standing and mootness”); *Seager*, 2019 WL 3822001, at *2 (where union had processed plaintiff’s revocation of her dues authorization, “Plaintiff’s claims for prospective relief from further dues deductions and her request for relief from further enforcement of [state law regarding dues deductions] are moot”); *Babb*, 378 F.Supp.3d at 886 (claim moot where public employee “would have to rejoin his union for his claim to be live, which, given his representations in this lawsuit, seems a remote possibility”); *Few v. United Teachers L.A.*, 2020 U.S. Dist. LEXIS 24650, at *10-11. Because Plaintiffs’ claims for prospective relief do not present a live controversy, they should be dismissed. *See Summers*, 555 U.S. at 496; *City of Los Angeles v. Lyons*, 461 U.S. 95, 101-02 (1983).

The voluntary-cessation doctrine does not save Plaintiffs’ claims because there is no reasonable possibility that the conduct Plaintiffs challenge could recur.

For Plaintiffs to pay further dues, they would have to rejoin the Unions and authorize dues deductions again, “which, given [their] representations in this lawsuit, seems a remote possibility” at best. *See Babb*, 378 F.Supp.3d at 886. Nor does the capable-of-repetition-yet-evading-review doctrine apply. That doctrine requires that the Plaintiffs *themselves* would be “subject to the complained-of conduct in the future,” which is implausible for the reasons stated. *Johnson v. Rancho Santiago Cmty. Coll. Dist.*, 623 F.3d 1011, 1021 (9th Cir. 2010).

No effective prospective relief remains available in this case. Plaintiffs successfully resigned their Union membership before the FAC was filed, and their dues deductions have now ended. Accordingly, they “can no longer benefit” from an injunction ordering the Union to cancel their membership and stop dues deductions, and their claim for such relief is moot. *Bain v. Cal. Teachers Ass’n*, 891 F.3d 1206, 1209 (9th Cir. 2018).

The same rule applies to Plaintiffs’ request for declaratory relief with respect to California Government Code §§1157.12 and 3583. California Government Code §1157.12 provides that public employers, including the University, shall:

(a) Rely on a certification from any employee organization requesting a deduction or reduction that they have and will maintain an authorization, signed by the individual from whose salary or wages the deduction or reduction is to be made. An employee organization that certifies that it has and will maintain individual employee authorizations shall not be required to provide a copy of an individual authorization to the public employer unless a dispute

arises about the existence or terms of the authorization. The employee organization shall indemnify the public employer for any claims made by the employee for deductions made in reliance on that certification.

(b) Direct employee requests to cancel or change deductions for employee organizations to the employee organization, rather than to the public employer. The public employer shall rely on information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed, and the employee organization shall indemnify the public employer for any claims made by the employee for deductions made in reliance on that information. Deductions may be revoked only pursuant to the terms of the employee's written authorization.

California Government Code § 3583 provides, in pertinent part:

Permissible forms of organizational security shall be limited to either of the following:

(a) An arrangement pursuant to which an employee may decide whether or not to join the recognized or certified employee organization, but which requires the employer to deduct from the wages or salary of any employee who does join, and pay to the employee organization which is the exclusive representative of that employee, the standard initiation fee, periodic dues, and general assessments of the organization for the duration of the written memorandum of understanding. This arrangement shall not deprive the employee of the right to resign from the employee organization within a period of 30 days prior to the expiration of a written memorandum of understanding.

....

Where the undisputed evidence shows there is no reasonable likelihood that a plaintiff will ever again be subject to the statute he challenges, his claim for declaratory relief with respect to that statute is not justiciable. *See Lewis v. Cont'l*

Bank Corp., 494 U.S. 472, 479 (1990) (party must establish a “specific live grievance against the application of the statutes” to pursue claims for declaratory and injunctive relief) (internal quotation marks and citation omitted); *In re Di Giorgio v. Lee*, 134 F.3d 971, 975 (9th Cir. 1998) (claim for prospective relief was moot where plaintiff was no longer subject to the challenged statute); *see also Bain*, 891 F.3d at 1214. Plaintiffs claim for declaratory relief with respect to the California statutes they challenges is nonjusticiable because, following their resignation from the Union and the termination of their membership dues deductions, they are no longer subject to those statutes. “[N]umerous courts” have correctly ruled that similar claims for injunctive and declaratory relief “are moot once the dues collection has ended.” *Mayer*, 405 F.Supp.3d at 641; *see id.* n.27 (citing cases); *Seager*, 2019 WL 3822001, at *2 (where the union had processed the plaintiff’s revocation of her authorization for membership dues “Plaintiff’s claims for prospective relief from further dues deductions and her request for relief from further enforcement of § 45060(a) are moot”); *Babb*, 378 F.Supp.3d at 886 (plaintiff “would have to rejoin his union for his claim to be live, which, given his representations in this lawsuit, seems a remote possibility”); *accord Few v. United Teachers L.A.*, 2020 U.S. Dist. LEXIS 24650, at *10-15; *Jackson v. Napolitano*,

supra, 2020 U.S. Dist. LEXIS 175603, at *18.⁵ The Court should reach the same conclusion here.

2. Plaintiffs' damages claims are moot because the Union already unconditionally tendered to Plaintiffs all the money Plaintiffs seek.

Plaintiffs' claims for damages also no longer present a live, justiciable controversy, because Plaintiffs have already received a full unconditional refund of all the deductions they seek to recover, plus an additional amount that substantially exceeds any interest or nominal damages that might be at issue. (Baker Decl., ¶3, Exhs. A-E.) The Union's refunds here were no mere settlement offers, but were actually delivered to Plaintiffs, and delivered unconditionally. Plaintiffs thus "have no present need for remedial relief from the federal courts," and their claims for relief are moot. *S-1 v. Spangler*, 832 F.2d 294, 297 (4th Cir. 1987) (dismissing §1983 action as moot where plaintiffs had obtained tuition reimbursement that was "ultimate object of their action").

In indistinguishable circumstances, courts have held that claims challenging the deduction of union dues following the plaintiff's resignation were moot

⁵ That there is no plausible reason to suspect that Plaintiffs will be subjected to mandatory, involuntary dues deductions in the future is reinforced by the Advisory issued by the California Attorney General on August 31, 2018, confirming the State's compliance with the *Janus* decision, and directing that "a California public-sector employer may no longer automatically deduct a mandatory agency fee from the salary or wages of a non-member public employee who does not affirmatively choose to financially support the union." (Baker Dec., Exh. F.)

because the union had refunded those dues. See *Weyandt v. Pa. State Corr. Officers Ass'ns*, 2019 WL 5191103, at *4 (M.D. Pa. Oct. 15, 2019) (claims challenging post-resignation dues payments moot because “Plaintiffs have been allowed to resign their union memberships as requested” and “[t]hey were also fully refunded for the dues they paid in the time period between revoking their dues authorizations and the date dues were no longer deducted from their pay”); *Mayer*, 405 F.Supp.3d at 641-642 (same); *Molina v. Pa. Social Serv. Union*, 392 F.Supp.3d 469, 482 (M.D. Pa. 2019) (same); *Hendrickson v. AFSCME Council 18*, 434 F. Supp. 3d 1014, 1021 (D.N.M. 2020) (same). The same result is required here. See also *Lamberty v. Conn. State Police Union*, 2018 WL 5115559, at *6-8 (D. Conn. Oct. 19, 2018) (claims seeking damages based on prior deductions of fair-share fees were moot because defendant union refunded all fair-share fees that had been deducted, plus interest, after Supreme Court issued *Janus*); *Sands v. NLRB*, 825 F.3d 778, 783-85 (D.C. Cir. 2016) (unfair practice claim against union for purportedly failing to inform member that she had option of paying agency fees rendered moot by union’s tendering of refund of dues paid); cf. *Babb*, 378 F.Supp.3d at 886 (claim challenging delay in processing of public employee’s request to resign union membership was moot because employee was no longer a union member and “suffered no damages because of the ... delay”).

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CONCLUSION

For the reasons stated above, and based on the record as a whole, Defendant Teamsters Local 2010 respectfully requests the Court's motions panel, to remand Counts I – IV of the FAC to the District Court below to rule on this motion; or, in the alternative, requests the Court's merits panel to grant this motion and to dismiss Counts I – IV of the FAC for lack of subject matter jurisdiction.

Dated: December 9, 2020

BEESON, TAYER & BODINE, APC

By: /s/ Andrew H. Baker
ANDREW H. BAKER
Attorneys for Appellee Teamsters Local
2010

CERTIFICATE OF COMPLIANCE

I certify that this document complies with the type-volume limitations of Federal Rule of Appellate Procedure 27(d)(2). The motion was prepared in 14-point Times New Roman, and it contains 4111 words.

Dated: December 9, 2020

 /s/ Andrew H. Baker
Andrew H. Baker

CERTIFICATE OF SERVICE

I hereby certify that on December 9, 2020, I electronically filed the forgoing Motion to Dismiss or Remand with the Clerk of the Court for the United States Court of Appeals for the Ninth Circuit by using the CM/ECF system. I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system.

Dated: December 9, 2020

/s/ Andrew H. Baker
Andrew H. Baker

No. 19-56271

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**DECLARATION OF ANDREW H. BAKER IN SUPPORT OF MOTION TO
REMAND OR DISMISS**

Andrew H. Baker
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I, Andrew H. Baker, declare as follows:

1. I am a shareholder in the law firm of Beeson, Tayer & Bodine, and the attorney of record for Defendant/Appellee Teamsters Local 2010 in this matter.

2. On November, 2020, I caused a letter over my signature to be delivered, via United Parcel Service (“UPS”) overnight delivery, to counsel for Plaintiffs/Appellants Cara O’Callaghan and Jenee Misraje, along with letters to each of the Appellants from Local 2010 dated November 13, 2020, and two cashier’s checks, one made payable to O’Callaghan in the amount of \$2,595.71, and one made payable to Plaintiff Misraje in the amount of \$2,308.50. A copy of my November 23, 2020, letter is attached as Exhibit A. A copy of Local 2010’s letter to O’Callaghan, enclosed with my November 23, 2020, letter, is attached hereto as Exhibit B, and a copy of the cashier’s check made payable to O’Callaghan, also enclosed with my November 23, 2020, letter, is attached hereto as Exhibit C. A copy of Local 2010’s letter to Misraje, enclosed with my November 23, 2020, letter, is attached hereto as Exhibit D, and a copy of the cashier’s check made payable to Misraje, also enclosed with my November 23, 2020, letter, is attached hereto as Exhibit E. and a copy of the cashier’s check made payable to Plaintiff Smith is attached

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3. As explained in each of Local 2010's November 13, 2020, letters, the cashier's checks represent refunds of the dues Appellants paid to the Union since March 2017, along with additional monies for interest and nominal damages. The total paid to each Appellant was calculated by adding the total dues to be refunded, as calculated by Reginal Naterman and as reflected in Exhibits A and B of Naterman's Declaration, along with the interest on those dues, as calculated by Terri Tully Puryear and as reflected in Exhibits A and B of Puryear's Declaration, and then adding an additional 10% of the total dues refunded to each.

4. In my November 23, 2020, I explain that Local 2010's actions have mooted Counts I-IV of Appellants First Amended Complaint in this matter. I asked Appellants' counsel to advise, by November 30, 2020, if Appellants accordingly would move to voluntarily dismiss these claims. To date, I have received no response to my November 23, 2020, letter.

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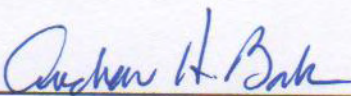
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5. On August 31, 2018, California Attorney General Xavier Becerra issued a press release and Advisory setting forth the State's official position on complying with the U.S. Supreme Court's decision in *Janus v. AFSCME, Council 31*, 138 S.Ct. 2448 (2018). A copy of the August 31, 2018, press release and Advisory (which can be found at <https://oag.ca.gov/news/press-releases/wake-janus-ruling-us-supreme-court-attorney-general-becerra-issues-guidance>) is attached hereto as Exhibit F.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 9th day of December, 2020, at Berkeley, California.



ANDREW H. BAKER

CERTIFICATE OF SERVICE

I hereby certify that on December 9, 2020, I electronically filed the forgoing Declaration of Regina Naterman in Support of Motion to Remand or Dismiss with the Clerk of the Court for the United States Court of Appeals for the Ninth Circuit by using the CM/ECF system. I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system.

Dated: December 9, 2020

 /s/ Andrew H. Baker
Andrew H. Baker

EXHIBIT A

ROBERT BONSALE
 GEOFFREY PILLER
 CATHERINE E. HOLZHAUSER
 ANDREW H. BAKER
 SHEILA K. SEXTON
 COSTA KERESTENZIS
 PETER M. MCENTEE
 SUSAN K. GAREA
 SARAH SANDFORD-SMITH
 CHRISTOPHER HAMMER
 STEPHANIE PLATENKAMP
 LORRIE E. BRADLEY
 TONY RICE
 SARAH S. KANBAR
 KENA C. CADOR
 TRAVIS S. WEST
 PEDER J.V. THOREEN

BEESON, TAYER & BODINE
 ATTORNEYS AT LAW
 A PROFESSIONAL CORPORATION
 483 NINTH STREET, SUITE 200
 OAKLAND, CALIFORNIA 94607-4051
 (510) 625-9700
 FAX (510) 625-8275



November 23, 2020

SACRAMENTO OFFICE
 520 CAPITOL MALL, SUITE 300
 SACRAMENTO, CA 95814-4714
 (916) 325-2100
 FAX (916) 325-2120

DONALD S. TAYER
 (1932-2001)

WWW.BEESONTAYER.COM

OF COUNSEL
 DUANE B. BEESON
 JOHN PROVOST
 DALE L. BRODSKY

abaker@beesontayer.com

Sent Via UPS Overnight Delivery

Brian K. Kelsey
 Liberty Justice Center
 190 South LaSalle Street, Suite 1500
 Chicago, IL 60603

*Re: O'Callaghan & Misraje v. Napolitano, et al.
 Ninth Circuit Court of Appeals Case No. 19-56271*

Dear Mr. Kelsey:

Enclosed please find letters from Teamsters Local 2010 addressed to both of your clients in the above-captioned matter, along with cashier's checks for each client.

As explained in the Union's letters, the Union has discontinued all further dues deductions with respect to your clients, and has made an unconditional, irrevocable decision to release your clients from any and all dues-deduction authorization agreements they have signed with the Union. As further explained in the letters, the payments reflected in the cashier's checks are made unconditionally, and fully refund all dues deducted during the applicable statute of limitations period, and include additional funds to cover interest and any possible claims for nominal damages. Thank you for forwarding these letters and checks to your clients.

To reiterate, the Union has taken these steps, and has forwarded the checks to plaintiffs, not pursuant to any kind of settlement or settlement offer, but unconditionally. Under these circumstances, the claims plaintiffs raise in Claims I – IV of their First Amended Complaint are now moot. Accordingly, the Union requests your clients to voluntarily dismiss these claims as moot. Please let me know no later than November 30, 2020, if your clients will be moving to dismiss these claims.

Very truly yours,

Andrew H. Baker

AHB/ab
 Enclosures
 cc: Mark W. Bucher

EXHIBIT B



TEAMSTERS LOCAL 2010

An Affiliate of the International Brotherhood of Teamsters

Jason Rabinowitz

Secretary Treasurer and Principal Officer

November 13, 2020

Cara O'Callaghan
5145 San Lazara
Santa Barbara, CA 93111

Re: *Cara O'Callaghan and Jenee Misraje v. Teamsters Local 2010, et al.*
USDC Central District - Case No. 2:19-CV-02289
Ninth Circuit Court of Appeals No. 19-56271

Dear Ms. O'Callaghan:

The lawsuit in the above-captioned matter alleges that the agreements with Local 2010 the plaintiffs signed are unenforceable because of *Janus v. AFSCME, Council 31*, 138 S.Ct. 2448 (2018). As you know, every one of the now over 20 different courts that has considered this issue has rejected claims like plaintiffs' and has agreed that *Janus* does not affect the enforceability of voluntary union membership and dues deduction authorization agreements like the ones plaintiffs signed.¹ Further, the Ninth Circuit has now ruled that plaintiffs in cases like yours have no standing to bring the type of complaint you have against the Union here. *Belgau v. Inslee*, 975 F.3d 940 (9th Cir. 2020).

Given the unanimous rulings of the courts, there is no basis for your claims against the Union. Nevertheless, Local 2010 has determined that the cost of continuing to litigate your claim would be far greater than the small monetary amount at issue. To avoid those costs, the Union has instructed

¹ See, e.g., *Quirarte v. United Domestic Workers AFSCME Local 3930*, ___ F. Supp. 3d ___, 2020 WL 619574, at *5-6 (S.D. Cal. Feb. 10, 2020); *Few v. United Teachers Los Angeles*, 2020 WL 633598, at *6 (C.D. Cal. Feb. 10, 2020); *Grossman v. Hawaii Gov't Employees Ass'n/AFSCME Local 152*, 2020 WL 515816, at *6 n.9 (D. Haw. Jan. 31, 2020); *Hendrickson v. AFSCME Council 18*, ___ F. Supp. 3d ___, 2020 WL 365041, at *4-5 (D.N.M. Jan. 22, 2020); *Mendez v. Cal. Teachers Ass'n*, ___ F. Supp. 3d ___, 2020 WL 256124, at *2 (N.D. Cal. Jan. 16, 2020); *Aliser v. SEIU Cal.*, ___ F. Supp. 3d ___, 2019 WL 6711470, at *3-4 (N.D. Cal. Dec. 10, 2019); *Smith v. Teamsters Local 2010*, 2019 WL 6647935, at *8-9 (C.D. Cal. Dec. 3, 2019); *Smith v. N.J. Educ. Ass'n*, 2019 WL 6337991, at *6 (D.N.J. Nov. 27, 2019); *Oliver v. SEIU Local 668*, ___ F. Supp. 3d ___, 2019 WL 5964778, at *3 (E.D. Pa. Nov. 12, 2019); *Anderson v. SEIU Local 503*, 400 F. Supp. 3d 1113, 1116-17 (D. Or. 2019); *Seager v. United Teachers Los Angeles*, 2019 WL 3822001, at *2 (C.D. Cal. Aug. 14, 2019); *Smith v. Superior Court, Cty. of Contra Costa*, 2018 WL 6072806, at *1 (N.D. Cal. Nov. 16, 2018), subsequent order, *Smith v. Bieker*, 2019 WL 2476679, at *2 (N.D. Cal. June 13, 2019); *Cooley v. Cal. Statewide Law Enforcement Ass'n*, 2019 WL 331170, at *3 (E.D. Cal. Jan. 25, 2019), subsequent order, 385 F. Supp. 3d 1077, 1079 (E.D. Cal. 2019); *O'Callaghan v. Regents of Univ. of Cal.*, 2019 WL 2635585, at *3 (C.D. Cal. June 10, 2019), subsequent order, No. CV 19-02289 JVS (C.D. Cal. Sept. 30, 2019); *Babb v. Cal. Teachers Ass'n*, 378 F. Supp. 3d 857, 877 (C.D. Cal. 2019); *Belgau v. Inslee*, 2018 WL 4931602, at *5 (W.D. Wash. Oct. 11, 2018), subsequent order, 359 F. Supp. 3d 1000, 1016 (W.D. Wash. 2019); *Bermudez v. SEIU Local 521*, 2019 WL 1615414, at *2 (N.D. Cal. Apr. 16, 2019); *Crockett v. NEA-Alaska*, 367 F. Supp. 3d 996, 1008 (D. Alaska 2019).

O'Callaghan refund letter 11-12-20.docx (D1537-0004)

NORTHERN CALIFORNIA

400 Roland Way, Suite 2010
Oakland, CA 94621

(510) 845-2221 | (510) 845-7444 Fax

Our Work Makes California Work!



www.teamsters2010.org

SOUTHERN CALIFORNIA

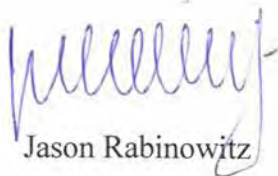
9900 Flower Street
Bellflower, CA 90706

(562) 376-4710 | (562) 376-4709 Fax

the University to stop making any further dues deductions from your wages. In addition, please be advised that the Union hereby releases you from any further obligations under any dues-deduction agreement you have or had with the Union. To be clear, the Union, without reservation or condition, has released you from any and all obligations under any dues-deduction authorization you have signed with the Union to date, and this decision is irrevocable; in other words, any dues-deduction authorizations you have signed with the Union are null and void, and the Union commits to you unequivocally that it will not, at any time henceforth, take any steps to resurrect or enforce the terms of any such dues-deduction authorization.

Also, enclosed with this letter is a cashier's check for you in the amount of \$2,595.71. This cashier's check constitutes unconditional full refund of all dues that were deducted from you pay since March, 2017, two years prior to the filing of the complaint in this matter,² plus \$594.92 to cover any possible claims for interest or nominal damages.

Very truly yours,

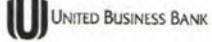


Jason Rabinowitz

Encl.

² The statute of limitations period applicable to this Section 1983 action.

EXHIBIT C



CASHIER'S CHECK

500 Ygnacio Valley Road, Suite 130
Walnut Creek CA 94596

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND MAY BE REQUIRED
BEFORE ANY CASHIER'S CHECK OF THIS BANK WILL BE
REPLACED OR REFUNDED IN THE EVENT IT IS LOST,
MISPLACED OR STOLEN.

90-4378
1211

DATE November 13, 2020

REMITTER Teamsters Local 2010

\$***2,595.71**

PAY Two Thousand Five Hundred Ninety Five Dollars AND 71/100

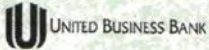
TO THE ORDER OF
Cara O'Callaghan
5145 San Lazara
Santa Barbara, CA 93111

NON NEGOTIABLE

PURPOSE Refund

CUSTOMER COPY

THIS CHECK IS PROTECTED WITH A VOID PANTOGRAPH - OTHER SECURITY FEATURES DETAILED ON BACK.



CASHIER'S CHECK

9050175

500 Ygnacio Valley Road, Suite 130
Walnut Creek CA 94596

90-4378
1211

DATE November 13, 2020

REMITTER Teamsters Local 2010

\$***2,595.71**

PAY Two Thousand Five Hundred Ninety Five Dollars AND 71/100

TO THE ORDER OF
Cara O'Callaghan
5145 San Lazara
Santa Barbara, CA 93111



AUTHORIZED SIGNATURE

PURPOSE Refund

⑈9050175⑈

⑆2114378⑆

⑈10000008⑈

EXHIBIT D



TEAMSTERS LOCAL 2010

An Affiliate of the International Brotherhood of Teamsters

Jason Rabinowitz

Secretary Treasurer and Principal Officer

November 13, 2020

Jenee Misraje
802 22nd Street, Apt A
Santa Monica, CA 90403

Re: *Cara O'Callaghan and Jenee Misraje v. v. Teamsters Local 2010, et al.*
USDC Central District - Case No. 2:19-CV-02289
Ninth Circuit Court of Appeals No. 19-56271

Dear Ms. Misraje:

The lawsuit in the above-captioned matter alleges that the agreements with Local 2010 the plaintiffs signed are unenforceable because of *Janus v. AFSCME, Council 31*, 138 S.Ct. 2448 (2018). As you know, every one of the now over 20 different courts that has considered this issue has rejected claims like plaintiffs' and has agreed that *Janus* does not affect the enforceability of voluntary union membership and dues deduction authorization agreements like the ones plaintiffs signed.¹ Further, the Ninth Circuit has now ruled that plaintiffs in cases like yours have no standing to bring the type of complaint you have against the Union here. *Belgau v. Inslee*, 975 F.3d 940 (9th Cir. 2020).

Given the unanimous rulings of the courts, there is no basis for your claims against the Union. Nevertheless, Local 2010 has determined that the cost of continuing to litigate your claim would be far greater than the small monetary amount at issue. To avoid those costs, the Union has done, or is doing, the following.

¹ See, e.g., *Quirarte v. United Domestic Workers AFSCME Local 3930*, ___ F. Supp. 3d ___, 2020 WL 619574, at *5-6 (S.D. Cal. Feb. 10, 2020); *Few v. United Teachers Los Angeles*, 2020 WL 633598, at *6 (C.D. Cal. Feb. 10, 2020); *Grossman v. Hawaii Gov't Employees Ass'n/AFSCME Local 152*, 2020 WL 515816, at *6 n.9 (D. Haw. Jan. 31, 2020); *Hendrickson v. AFSCME Council 18*, ___ F. Supp. 3d ___, 2020 WL 365041, at *4-5 (D.N.M. Jan. 22, 2020); *Mendez v. Cal. Teachers Ass'n*, ___ F. Supp. 3d ___, 2020 WL 256124, at *2 (N.D. Cal. Jan. 16, 2020); *Aliser v. SEIU Cal.*, ___ F. Supp. 3d ___, 2019 WL 6711470, at *3-4 (N.D. Cal. Dec. 10, 2019); *Smith v. Teamsters Local 2010*, 2019 WL 6647935, at *8-9 (C.D. Cal. Dec. 3, 2019); *Smith v. N.J. Educ. Ass'n*, 2019 WL 6337991, at *6 (D.N.J. Nov. 27, 2019); *Oliver v. SEIU Local 668*, ___ F. Supp. 3d ___, 2019 WL 5964778, at *3 (E.D. Pa. Nov. 12, 2019); *Anderson v. SEIU Local 503*, 400 F. Supp. 3d 1113, 1116-17 (D. Or. 2019); *Seager v. United Teachers Los Angeles*, 2019 WL 3822001, at *2 (C.D. Cal. Aug. 14, 2019); *Smith v. Superior Court, Cty. of Contra Costa*, 2018 WL 6072806, at *1 (N.D. Cal. Nov. 16, 2018), subsequent order, *Smith v. Bieker*, 2019 WL 2476679, at *2 (N.D. Cal. June 13, 2019); *Cooley v. Cal. Statewide Law Enforcement Ass'n*, 2019 WL 331170, at *3 (E.D. Cal. Jan. 25, 2019), subsequent order, 385 F. Supp. 3d 1077, 1079 (E.D. Cal. 2019); *O'Callaghan v. Regents of Univ. of Cal.*, 2019 WL 2635585, at *3 (C.D. Cal. June 10, 2019), subsequent order, No. CV 19-02289 JVS (C.D. Cal. Sept. 30, 2019); *Babb v. Cal. Teachers Ass'n*, 378 F. Supp. 3d 857, 877 (C.D. Cal. 2019); *Belgau v. Inslee*, 2018 WL 4931602, at *5 (W.D. Wash. Oct. 11, 2018), subsequent order, 359 F. Supp. 3d 1000, 1016 (W.D. Wash. 2019); *Bermudez v. SEIU Local 521*, 2019 WL 1615414, at *2 (N.D. Cal. Apr. 16, 2019); *Crockett v. NEA-Alaska*, 367 F. Supp. 3d 996, 1008 (D. Alaska 2019).

Misraje refund letter 11-12-20.docx (D1537-0004)

The Union last year instructed your employer to discontinue further dues deductions from your wages; deductions ceased effective June 29, 2019. In addition, please be advised that the Union hereby releases you from any further obligations under any dues-deduction agreement you have or had with the Union. To be clear, the Union, without reservation or condition, has released you from any and all obligations under any dues-deduction authorization you have signed with the Union to date, and this decision is irrevocable; in other words, any dues-deduction authorizations you have signed with the Union are null and void, and the Union commits to you unequivocally that it will not, at any time henceforth, take any steps to resurrect or enforce the terms of any such dues-deduction authorization.

Also, enclosed with this letter is a cashier's check for you in the amount of \$2,308.50. This cashier's checks constitutes unconditional full refund of all dues that were deducted from you pay since March, 2017, two years prior to the filing of the complaint in this matter,² plus \$625 to cover any possible claims for interest or nominal damages.

Very truly yours,

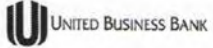


Jason Rabinowitz

Encl.

² The statute of limitations period applicable to this Section 1983 action.

EXHIBIT E



CASHIER'S CHECK

500 Ygnacio Valley Road, Suite 130
Walnut Creek CA 94596

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND MAY BE REQUIRED
BEFORE ANY CASHIER'S CHECK OF THIS BANK WILL BE
REPLACED OR REFUNDED IN THE EVENT IT IS LOST,
MISPLACED OR STOLEN.

90-4378
1211

DATE November 13, 2020

REMITTER Teamsters Local 2010

*******2,308.50**

PAY Two Thousand Three Hundred Eight Dollars AND 50/100

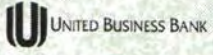
TO THE ORDER OF Jenee Misraje
802 22nd Street, Apt A
Santa Monica, CA 90403

NON NEGOTIABLE

PURPOSE Refund

CUSTOMER COPY

THIS CHECK IS PROTECTED WITH A VOID PANTOGRAPH - OTHER SECURITY FEATURES DETAILED ON BACK.



CASHIER'S CHECK

9050174

90-4378
1211

500 Ygnacio Valley Road, Suite 130
Walnut Creek CA 94596

DATE November 13, 2020

REMITTER Teamsters Local 2010

*******2,308.50**

PAY Two Thousand Three Hundred Eight Dollars AND 50/100

TO THE ORDER OF Jenee Misraje
802 22nd Street, Apt A
Santa Monica, CA 90403

Jenee Misraje

AUTHORIZED SIGNATURE

PURPOSE Refund

⑈ 9050174 ⑈ ⑆ 121143781 ⑆ ⑈ 10000008 ⑈

EXHIBIT F

State of California Department of Justice



XAVIER BECERRA

Attorney General

In Wake of Janus Ruling by U.S. Supreme Court, Attorney General Becerra Issues Guidance on Public Sector Workers' Rights

Press Release / *In Wake of Janus Ruling by U.S. Supreme Court, Attorney Gene...*

Friday, August 31, 2018

Contact: (916) 210-6000, agpressoffice@doj.ca.gov

SACRAMENTO - California Attorney General Xavier Becerra today issued guidance reaffirming California public employees' rights following the U.S. Supreme Court's decision in *Janus v. Council 31*. The court decision overturned past court rulings that permitted unions to collect "agency fees" from bargaining-unit members who do not choose to join the union.

"While I adamantly disagree with the Court's decision, here in California, our state's strong labor laws remain unaffected," **said Attorney General Becerra**. "Critically, California public employees still have the right to unionize and remain protected from employer retaliation against union activities. We are confident that these hardworking Californians will continue to be the backbone of our state and our nation."

This guidance highlights existing state laws that protect collective bargaining and strengthen public employees’ rights to form, join, and engage in the activities of their union. It also reminds Californians that public employers are prohibited under state law from retaliating, discriminating against, or threatening public employees for exercising their rights to engage in collective action. The guidance further notifies public employees of resources that are available to them if they believe that their labor rights have been violated.

Earlier this year, Attorney General Becerra filed a friend-of-the-court brief in the *Janus* case that argued in favor of agency fees as an integral part of California’s collective-bargaining system. In the brief, the Attorney General described the critical role public employees play in strengthening the economy and our communities.

To read Attorney General Becerra’s commentary to the *San Diego Union Tribune* regarding this case visit: <http://www.sandiegouniontribune.com/opinion/commentary/sd-oe-unions-california-janus-workers-20180222-story.html>

A copy of the guidance is attached to the electronic version of this release here.

###

Attachment	Size
 AG Becerra Labor Rights Advisory FINAL.pdf	98.15 KB



CALIFORNIA ATTORNEY GENERAL XAVIER BECERRA ADVISORY

Affirming Labor Rights and Obligations in Public Workplaces

Attorney General Becerra re-affirms his full support for labor rights in California. Public employees in California (Including teachers, higher education and school employees, first responders, nurses, and city, county and state workers) provide essential services to the state's 40 million residents. The state's collective-bargaining laws help ensure such important conditions of employment as workplace safety, fair wages and hours, and protected leave. They also promote open communication between employers and employees, and the efficient operation of public workplaces across the state.

The Attorney General provides this advisory concerning the rights of public-sector employees following the United States Supreme Court's decision in *Janus v. American Federation of State, County, and Municipal Employees, Council 31 et al.* (AFSCME), 138 S.Ct. 2448 (2018). In *Janus*, the Supreme Court overturned four decades of legal precedent to rule that it is unconstitutional for public-sector unions to collect "agency fees"—also known as "fair-share" fees—from public employees who choose not to join the union. Therefore, a California public-sector employer may no longer automatically deduct a mandatory agency fee from the salary or wages of a non-member public employee who does not affirmatively choose to financially support the union.

In addition, other public-employee rights and public-employer obligations under California law are unchanged by the *Janus* decision. This means that, under California's public-sector collective-bargaining statutes, public employees in California continue to have the right to form, join, and participate in unions to represent them in matters of employer-employee relations. And public-sector employers are prohibited from retaliating or discriminating against employees for exercising their protected rights.

(Next page)

These rights and obligations are summarized below:¹

Obligations of Public Employers

It remains unlawful for a public-agency employer to:

- Retaliate or discriminate against, or threaten to retaliate or discriminate against, employees for exercising their protected rights to engage in collective action (Gov. Code §§ 3502.1, 3506.5, 3519, 3543.5);
- Interfere with employees' exercise of their protected rights to engage in collective action, or deter or discourage employees or applicants for public-sector jobs from joining a union (Gov. Code §§ 3550, 3506, 3519, 3543.5);
- Refuse to meet and confer in good faith with a union (Gov. Code §§ 3505, 3506.5, 3517, 3519, 3543.5); and
- Interfere with the formation or administration of a union, or support or show preferential treatment for a union (Gov. Code §§ 3506.5, 3543.5, 3519).

Rights of Public Employees

Under California law, public employees retain the rights to:

- Form, join, and participate in the activities of their union for purposes of representation on wages, hours, and other conditions of employment (Gov. Code §§ 3502, 3515, 3543);
- Refrain from joining or participating in the activities of a union, or cancel or change deductions to the union (Gov. Code §§ 3502, 3515, 1153); and
- File an unfair practice charge with the Public Employment Relations Board (Gov. Code §§ 3509, 3514.5).

Payroll Deductions

Dues, initiation fees, and assessments for those public employees who choose to become union members may still be automatically deducted from members' salaries and wages. (Gov. Code §§ 3508.5, 3515.6, 3543.1.)

For information on filing a union grievance concerning wages, hours, and other conditions of employment, consult the applicable Bargaining Unit Contract.

For information on filing an unfair practice charge under the applicable state labor-relations law, visit the Public Employment Relations Board (PERB) website at www.perb.ca.gov.

¹ This summary, and the accompanying statutory references, are not intended to be a comprehensive description of all current California laws that govern, or otherwise pertain to, public-sector labor relations.

No. 19-56271

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

Cara O'Callaghan and Jeneè Misraje,

Plaintiffs-Appellants,

v.

Janet Napolitano, in her official capacity as President of the
University of California; Teamsters Local 2010; and Xavier Becerra,
in his official capacity as Attorney General of California,

Defendants-Appellees.

On Appeal from the United States District Court
for the Central District of California
No. 2:19-CV-02289
Honorable James V. Selna

**DECLARATION OF TERRI TULLY PURYEAR IN SUPPORT OF
MOTION TO REMAND OR DISMISS**

Andrew H. Baker
BEESON, TAYER & BODINE
483 Ninth Street, Suite 200
Oakland, CA 94607-4051
Telephone: (510) 625-9700
Email: abaker@beesontayer.com
*Attorneys for Appellee Teamsters
Local 2010*

I, Terri Tully Puryear, declare as follows:

1. I am employed by the law firm of Beeson, Tayer & Bodine as the Firm Administrator.
2. I calculated interest, at a 10% simple rate, on the dues refunds that Teamsters Local 2010 calculated for Plaintiffs Cara O'Callaghan and Jenee Misraje.
3. My interest calculations are reflected in the "Interest Calculated" column of the attached Exhibit A, for Plaintiff O'Callaghan, and the attached Exhibit B, for Plaintiff Misraje.
4. As reflected in Exhibits A and B, the interest for Plaintiff O'Callaghan totaled \$394.84, and that for Plaintiff Misraje totaled \$457.75.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 8th day of December, 2020, at San Pablo, California.


TERRI TULLY PURYEAR

CERTIFICATE OF SERVICE

I hereby certify that on December 9, 2020, I electronically filed the forgoing Declaration of Terri Tully Puryear in Support of Motion to Remand or Dismiss with the Clerk of the Court for the United States Court of Appeals for the Ninth Circuit by using the CM/ECF system. I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system.

Dated: December 9, 2020

 /s/ Andrew H. Baker
Andrew H. Baker

EXHIBIT A

O'Callaghan

Cara O'Callaghan

Interest Rate per Annum: 10%

Posting Date	Posting Month	Payment Amount	Mo Interest Rate	Interest Calculated	Balance Due
Beginning Balance:					\$ -
04/30/17	Mar-17	37.28	0.008333333		\$ 37.28
05/31/17	Apr-17	37.28	0.008333333	\$ 0.31	\$ 74.87
06/30/17	May-17	38.40	0.008333333	\$ 0.62	\$ 113.89
07/31/17	Jun-17	51.36	0.008333333	\$ 0.95	\$ 166.20
08/31/17	Jul-17	58.76	0.008333333	\$ 1.39	\$ 226.35
09/30/17	Aug-17	39.56	0.008333333	\$ 1.89	\$ 267.79
10/31/17	Sep-17	39.56	0.008333333	\$ 2.23	\$ 309.59
11/30/17	Oct-17	39.56	0.008333333	\$ 2.58	\$ 351.73
12/31/17	Nov-17	39.56	0.008333333	\$ 2.93	\$ 394.22
01/31/18	Dec-17	59.34	0.008333333	\$ 3.29	\$ 456.84
02/28/18	Jan-18	39.56	0.008333333	\$ 3.81	\$ 500.21
03/31/18	Feb-18	39.56	0.008333333	\$ 4.17	\$ 543.94
04/30/18	Mar-18	39.56	0.008333333	\$ 4.53	\$ 588.03
05/31/18	Apr-18	51.68	0.008333333	\$ 4.90	\$ 644.61
06/30/18	May-18	41.42	0.008333333	\$ 5.37	\$ 691.40
07/31/18	Jun-18	62.13	0.008333333	\$ 5.76	\$ 759.29
08/31/18	Jul-18	56.88	0.008333333	\$ 6.33	\$ 822.50
09/30/18	Aug-18	7.11	0.008333333	\$ 6.85	\$ 836.47
10/31/18	Sep-18	42.66	0.008333333	\$ 6.97	\$ 886.10
11/30/18	Oct-18	42.66	0.008333333	\$ 7.38	\$ 936.14
12/31/18	Nov-18	43.37	0.008333333	\$ 7.80	\$ 987.31
01/31/19	Dec-18	63.99	0.008333333	\$ 8.23	\$ 1,059.53
02/28/19	Jan-19	42.66	0.008333333	\$ 8.83	\$ 1,111.02
03/31/19	Feb-19	42.66	0.008333333	\$ 9.26	\$ 1,162.94
04/30/19	Mar-19	42.66	0.008333333	\$ 9.69	\$ 1,215.29
05/31/19	Apr-19	42.66	0.008333333	\$ 10.13	\$ 1,268.08
06/30/19	May-19	42.66	0.008333333	\$ 10.57	\$ 1,321.30
07/31/19	Jun-19	63.99	0.008333333	\$ 11.01	\$ 1,396.30
08/31/19	Jul-19	43.94	0.008333333	\$ 11.64	\$ 1,451.88
09/30/19	Aug-19	43.94	0.008333333	\$ 12.10	\$ 1,507.92
10/31/19	Sep-19	43.94	0.008333333	\$ 12.57	\$ 1,564.43
11/30/19	Oct-19	43.94	0.008333333	\$ 13.04	\$ 1,621.40
12/31/19	Nov-19	65.91	0.008333333	\$ 13.51	\$ 1,700.82
01/31/20	Dec-19	43.94	0.008333333	\$ 14.17	\$ 1,758.94
02/29/20	Jan-20	43.94	0.008333333	\$ 14.66	\$ 1,817.54
03/31/20	Feb-20	43.94	0.008333333	\$ 15.15	\$ 1,876.62
04/30/20	Mar-20	43.94	0.008333333	\$ 15.64	\$ 1,936.20
05/31/20	Apr-20	43.94	0.008333333	\$ 16.13	\$ 1,996.27
06/30/20	May-20	65.91	0.008333333	\$ 16.64	\$ 2,078.82

O'Callaghan

07/31/20	Jun-20	43.94	0.008333333	\$	17.32	\$	2,140.08
08/31/20	Jul-20	45.26	0.008333333	\$	17.83	\$	2,203.18
09/30/20	Aug-20	45.26	0.008333333	\$	18.36	\$	2,266.80
10/31/20	Sep-20	45.26	0.008333333	\$	18.89	\$	2,330.95
11/30/20	Oct-20	45.26	0.008333333	\$	19.42	\$	2,395.63
TOTAL:		<u>2,000.79</u>			<u>394.84</u>		<u>2,395.63</u>

EXHIBIT B

Misraje

Jenee Misraje

Interest Rate per Annum: 10%

Posting Date	Posting Month	Payment Amount	Mo Interest Rate	Interest Calculated	Balance Due
Beginning Balance:					\$ -
04/30/17	Mar-17	48.62	0.008333333		\$ 48.62
05/31/17	Apr-17	48.62	0.008333333	\$ 0.41	\$ 97.65
06/30/17	May-17	48.62	0.008333333	\$ 0.81	\$ 147.08
07/31/17	Jun-17	50.06	0.008333333	\$ 1.23	\$ 198.36
08/31/17	Jul-17	67.34	0.008333333	\$ 1.65	\$ 267.36
09/30/17	Aug-17	76.59	0.008333333	\$ 2.23	\$ 346.18
10/31/17	Sep-17	51.56	0.008333333	\$ 2.88	\$ 400.62
11/30/17	Oct-17	51.56	0.008333333	\$ 3.34	\$ 455.52
12/31/17	Nov-17	51.56	0.008333333	\$ 3.80	\$ 510.87
01/31/18	Dec-17	51.56	0.008333333	\$ 4.26	\$ 566.69
02/28/18	Jan-18	77.34	0.008333333	\$ 4.72	\$ 648.75
03/31/18	Feb-18	51.56	0.008333333	\$ 5.41	\$ 705.72
04/30/18	Mar-18	51.56	0.008333333	\$ 5.88	\$ 763.16
05/31/18	Apr-18	51.56	0.008333333	\$ 6.36	\$ 821.08
06/30/18	May-18	51.56	0.008333333	\$ 6.84	\$ 879.48
07/31/18	Jun-18	51.56	0.008333333	\$ 7.33	\$ 938.37
08/31/18	Jul-18	77.98	0.008333333	\$ 7.82	\$ 1,024.17
09/30/18	Aug-18	52.46	0.008333333	\$ 8.53	\$ 1,085.17
10/31/18	Sep-18	53.10	0.008333333	\$ 9.04	\$ 1,147.31
11/30/18	Oct-18	53.10	0.008333333	\$ 9.56	\$ 1,209.97
12/31/18	Nov-18	53.10	0.008333333	\$ 10.08	\$ 1,273.15
01/31/19	Dec-18	132.75	0.008333333	\$ 10.61	\$ 1,416.51
02/28/19	Jan-19	53.10	0.008333333	\$ 11.80	\$ 1,481.42
03/31/19	Feb-19	53.10	0.008333333	\$ 12.35	\$ 1,546.86
04/30/19	Mar-19	53.10	0.008333333	\$ 12.89	\$ 1,612.85
05/31/19	Apr-19	53.73	0.008333333	\$ 13.44	\$ 1,680.02
06/30/19	May-19	56.22	0.008333333	\$ 14.00	\$ 1,750.24
07/31/19	Jun-19	81.54	0.008333333	\$ 14.59	\$ 1,846.37
08/31/19	Jul-19	27.99	0.008333333	\$ 15.39	\$ 1,889.75
09/30/19			0.008333333	\$ 15.75	\$ 1,905.49
10/31/19			0.008333333	\$ 15.88	\$ 1,921.37
11/30/19			0.008333333	\$ 16.01	\$ 1,937.39
12/31/19			0.008333333	\$ 16.14	\$ 1,953.53
01/31/20			0.008333333	\$ 16.28	\$ 1,969.81
02/29/20			0.008333333	\$ 16.42	\$ 1,986.22
03/31/20			0.008333333	\$ 16.55	\$ 2,002.78
04/30/20			0.008333333	\$ 16.69	\$ 2,019.47
05/31/20			0.008333333	\$ 16.83	\$ 2,036.29
06/30/20			0.008333333	\$ 16.97	\$ 2,053.26

Misraje

07/31/20	0.008333333	\$	17.11	\$	2,070.37
08/31/20	0.008333333	\$	17.25	\$	2,087.63
09/30/20	0.008333333	\$	17.40	\$	2,105.02
10/31/20	0.008333333	\$	17.54	\$	2,122.57
11/30/20	0.008333333	\$	17.69	\$	2,140.25
TOTAL:	<u>1,682.50</u>		<u>457.75</u>		<u>2,140.25</u>

No. 19-56271

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

Cara O'Callaghan and Jeneè Misraje,

Plaintiffs-Appellants,

v.

Janet Napolitano, in her official capacity as President of the
University of California; Teamsters Local 2010; and Xavier Becerra,
in his official capacity as Attorney General of California,

Defendants-Appellees.

On Appeal from the United States District Court
for the Central District of California
No. 2:19-CV-02289
Honorable James V. Selna

**DECLARATION OF MONICA ROMERO IN SUPPORT OF MOTION TO
REMAND OR DISMISS**

Andrew H. Baker
BEESON, TAYER & BODINE
483 Ninth Street, Suite 200
Oakland, CA 94607-4051
Telephone: (510) 625-9700
Email: abaker@beesontayer.com
*Attorneys for Appellee Teamsters
Local 2010*

I, Monica Romero, declare as follows:

1. I am employed by Teamsters Local 2010 (“the Union”) as an Administrative Assistant and Lead Titan Operator (TITAN is the Teamsters system for tracking dues and per capita payments). I am one of the Union’s employees who communicates with employers signatory to collective bargaining agreements with the Union regarding member dues deductions.

2. On or about May 28, 2019, the Union received a second request from Plaintiff Jenee-Angelique Misraje to discontinue her dues deductions.

3. At the direction of the Union’s principal officer, on July 29, 2019, I emailed Korina Chavez, University of California, Los Angeles (“UCLA”) Employee & Labor Relations Office Manager, to advise UCLA to discontinue dues deductions for Plaintiff Misraje. Chavez responded via email that same day advising that UCLA had already ended dues deductions for Misraje effective June 29, 2019. By emails dated July 30 and 31, 2019, John Varga, the Union’s Chief Counsel, and I, confirmed with UCLA that Misraje’s dues deductions should run one more month, and be discontinued effective July 27, 2019. A copy of the email correspondence among UCLA, Varga and me dated July 29-31, 2019, is attached hereto as Exhibit A.

4. At the direction of the Union’s principal officer, on November 6, 2020, I emailed Debbie Hudgens, an employee in the University of California,

Santa Barbara (“UCSB”) Human Resources Department, to advise UCSB to discontinue dues deductions for Plaintiff Cara O’Callaghan. A copy of that email is attached hereto as Exhibit B. By email later that day, Hudgens confirmed that UCSB had that day discontinued dues deductions for O’Callaghan effective October 31, 2020. A copy of that email is attached hereto as Exhibit C.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 8 day of December, 2020, at Bellflower, California



MONICA ROMERO

CERTIFICATE OF SERVICE

I hereby certify that on December 9, 2020, I electronically filed the forgoing Declaration of Monica Romero in Support of Motion to Remand or Dismiss with the Clerk of the Court for the United States Court of Appeals for the Ninth Circuit by using the CM/ECF system. I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system.

Dated: December 9, 2020

 /s/ Andrew H. Baker
Andrew H. Baker

EXHIBIT A

Alissa Bryce

From: Monica Romero <mromero@teamsters2010.org>
Sent: Wednesday, July 31, 2019 8:30 AM
To: Shondella Reed; John Varga
Cc: UCLA LABOR RELATIONS; Regina Naterman; Chavez, Korina; Solana, Anthony; Stilwell, Emily
Subject: RE: Jenee-Angelique Misraje
Attachments: FW_ O'Callaghan v. Regents_ Request from Misraje to Cancel Dues Deductions.pdf

Hello Shondella,

Per the attached letter, the deductions were not to be stopped until 07/27/19 and the University failed to deduct and remit the authorized deductions on behalf of Ms. Misraje for the period of 6/29/2019 – 7/26/2019.

Teamsters Local 2010 requests by this notice to make necessary corrections and remit authorized deductions. As part of the correction, please provide me with an anticipated payment date and breakdown of dues owed for the period in question.

Thank you!

Respectfully,

Monica Romero
Titan Operator/Administrative Assistant
Teamsters Local 2010

From: Shondella Reed <Shondella.Reed@ucop.edu>
Sent: Tuesday, July 30, 2019 2:38 PM
To: John Varga <jvarga@teamsters2010.org>; Monica Romero <mromero@teamsters2010.org>
Cc: UCLA LABOR RELATIONS <labor.relations@chr.ucla.edu>; Regina Naterman <rnaterman@teamsters2010.org>; Chavez, Korina <kchavez@chr.ucla.edu>; Solana, Anthony <asolana@chr.ucla.edu>; Stilwell, Emily <estilwell@chr.ucla.edu>
Subject: RE: Jenee-Angelique Misraje

John, Monica: Let us know how you would like to proceed. John, you and I can discuss offline if that would be most efficient. – Shondella

From: John Varga <jvarga@teamsters2010.org>
Sent: Tuesday, July 30, 2019 2:16 PM
To: Shondella Reed <Shondella.Reed@ucop.edu>; Monica Romero <mromero@teamsters2010.org>
Cc: UCLA LABOR RELATIONS <labor.relations@chr.ucla.edu>; Regina Naterman <rnaterman@teamsters2010.org>; Chavez, Korina <kchavez@chr.ucla.edu>; Solana, Anthony <asolana@chr.ucla.edu>; Stilwell, Emily <estilwell@chr.ucla.edu>
Subject: RE: Jenee-Angelique Misraje

All:

Thanks for copying me on that email. I've attached my email stating that Misraje's payroll deduction authorization terminates on July 27, 2019. Accordingly, deductions should have continued up to that date.

Thanks,
John

John Varga
Chief Counsel



Teamsters Local 2010

400 Roland Way, Suite 2010

Oakland, CA 94621

Phone: (510) 845-2221 (Ext. 114)

Fax: (510) 845-7444

teamsters2010.org

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From: Shondella Reed <Shondella.Reed@ucop.edu>

Sent: Tuesday, July 30, 2019 1:57 PM

To: Monica Romero <mromero@teamsters2010.org>; John Varga <jvarga@teamsters2010.org>

Cc: UCLA LABOR RELATIONS <labor.relations@chr.ucla.edu>; Regina Naterman <rnaterman@teamsters2010.org>;

Chavez, Korina <kchavez@chr.ucla.edu>; Solana, Anthony <asolana@chr.ucla.edu>; Stilwell, Emily

<estilwell@chr.ucla.edu>

Subject: RE: Jenee-Angelique Misraje

Hi Monica,

I encourage you to consult with your counsel John Varga who approved Ms. Misraje's request to cancel dues deductions. He is copied here. Thanks! – Shondella

Shondella M. Reed

Senior Counsel, Labor and Employment

University of California, Office of the General Counsel

shondella.reed@ucop.edu



From: Monica Romero <mromero@teamsters2010.org>

Sent: Tuesday, July 30, 2019 12:15 PM

To: Chavez, Korina <kchavez@chr.ucla.edu>

Cc: UCLA LABOR RELATIONS <labor.relations@chr.ucla.edu>; Regina Naterman <rnaterman@teamsters2010.org>

Subject: RE: Jenee-Angelique Misraje

Hello Korina,

Teamsters Local 2010 did not request for UCPATH to cancel Ms. Misraje's union deductions effective 6/29/2019. Could you please request from UCPATH an explanation as to why they cancelled her dues?

Thank you!

Respectfully,

Monica Romero
Titan Operator/Administrative Assistant
Teamsters Local 2010

From: Chavez, Korina <kchavez@chr.ucla.edu>
Sent: Monday, July 29, 2019 8:48 AM
To: Monica Romero <mromero@teamsters2010.org>
Cc: UCLA LABOR RELATIONS <labor.relations@chr.ucla.edu>; Regina Naterman <rnaterman@teamsters2010.org>
Subject: RE: Jenee-Angelique Misraje

Good morning, Monica:

UCPATH informed us on 7/15/19 that CX union dues for Jenee-Angelique Misraje have ended effective 6/29/19. The last check that dues were applied were check dated 7/10/19.

Please also note that Bianca is no longer with the university. Dues requests can be sent to labor.relations.

If you have any further questions, please do not hesitate to ask us.

Best regards,

Korina Chavez

Employee & Labor Relations Office Manager
UCLA Campus Human Resources
Work: (310) 794-6739
Email: kchavez@chr.ucla.edu

From: Monica Romero [<mailto:mromero@teamsters2010.org>]
Sent: Monday, July 29, 2019 8:26 AM
To: Rosas, Bianca <brozas@chr.ucla.edu>
Cc: Chavez, Korina <kchavez@chr.ucla.edu>; UCLA LABOR RELATIONS <labor.relations@chr.ucla.edu>; Regina Naterman <rnaterman@teamsters2010.org>
Subject: Jenee-Angelique Misraje
Importance: High

Good Morning Bianca,

Please discontinue union deductions for Jenee-Angelique Misraje ID# 10123339 immediately.

If you have any questions, please don't hesitate to contact me.

Thank you!

Respectfully,

Monica Romero

Titan Operator /Administrative Assistant



9900 Flower Street

Bellflower, CA 90706

Main – (562) 376-4710 Ext 101

Fax – (562) 376-4709

mromero@teamsters2010.org

From: [John Varga](#)
To: [Shondella Reed](#)
Subject: FW: O'Callaghan v. Regents: Request from Misraje to Cancel Dues Deductions
Date: Thursday, June 13, 2019 2:33:00 PM

Hi Shondella,

The Union received Misraje's revocation of her authorization for payroll deduction and have processed her request. Misraje's authorization will therefore terminate on July 27, 2019. As of that date, the University should cease making deductions from Misraje's paycheck for remittance to the Union.

Thanks much,
John

John Varga
Chief Counsel



Teamsters Local 2010

400 Roland Way, Suite 2010
Oakland, CA 94621
Phone: (510) 845-2221 (Ext. 114)
Fax: (510) 845-7444
teamsters2010.org

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From: Shondella Reed <Shondella.Reed@ucop.edu>
Sent: Tuesday, June 4, 2019 10:50 AM
To: Andrew H. Baker <abaker@beesontayer.com>
Cc: John Varga <jvarga@teamsters2010.org>
Subject: RE: O'Callaghan v. Regents: Request from Misraje to Cancel Dues Deductions

Thanks! – Shondella

From: Andrew H. Baker <abaker@beesontayer.com>
Sent: Monday, June 3, 2019 4:06 PM
To: Shondella Reed <Shondella.Reed@ucop.edu>
Cc: 'John Varga (jvarga@teamsters2010.org)' <jvarga@teamsters2010.org>
Subject: RE: O'Callaghan v. Regents: Request from Misraje to Cancel Dues Deductions

John Varga will be responding to you on this.

From: Shondella Reed [<mailto:Shondella.Reed@ucop.edu>]
Sent: Monday, June 3, 2019 10:03 AM
To: Andrew H. Baker
Cc: Solana, Anthony; Rhonda Goldstein
Subject: O'Callaghan v. Regents: Request from Misraje to Cancel Dues Deductions

Andy,

The University has received another request from Jene Misraje to cancel automatic dues deductions. The University requests that the Teamsters explicitly confirm that it would like the University to continue to collect fees/dues from Jene Misraje's paycheck by June 7, 2019.

If the Teamsters direct the University to continue payroll deductions, the University will continue to deduct dues/fees for Jene Misraje in accordance with California state law and the parties' CBA, unless ordered to take a different action by the District Court.

Additionally, as previously discussed, the University requests the Teamsters uphold its commitment to indemnify the University as articulated in Article 25.I. of the CBA. This includes reimbursing the University for attorney's fees, costs, and expenses incurred as a result of any employee claim regarding dues deductions and indemnifying the University against any damages that may be awarded.

Regards,

Shondella

Shondella M. Reed

Senior Counsel, Labor and Employment

University of California, Office of the General Counsel

shondella.reed@ucop.edu



Andrew H. Baker
Attorney

www.beesontayer.com

483 Ninth Street, Suite 200 P: (510) 625-9700
Oakland, CA 94607 F: (510) 625-8275

CONFIDENTIALITY NOTICE:

The information contained in this communication from abaker@beesontayer.com sent at 2019-06-03 19:05:59 (Eastern) may contain confidential and/or privileged information. It is intended solely for use by shondella.reed@ucop.edu and others authorized to receive it. If you are not shondella.reed@ucop.edu you must not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.

EXHIBIT B

Alissa Bryce

From: Debbie Hudgens <debbie.hudgens@hr.ucsb.edu>
Sent: Friday, November 6, 2020 9:42 AM
To: Monica Romero
Subject: Re: Cara M O'Callaghan ID# 10072810 - Discontinue union deductions

Hi Monica,

This has been sent to UCPATH. Thanks

On Fri, Nov 6, 2020 at 8:48 AM Monica Romero <mromero@teamsters2010.org> wrote:

Hello Debbie,

Please discontinue union deductions effective immediately for Cara M O'Callaghan ID# 10072810.

Your prompt attention to this matter will be greatly appreciated.

Respectfully,

Monica Romero

TITAN Lead / Admin Asst.



9900 Flower Street

Bellflower, CA 90706

Main (562) 376-4710 Ext 101

www.teamsters2010.org

--

UCSB Human Resources Assistant
3101 SAASB
Santa Barbara, CA 93106
805-893-4119
805-893-8645 F
debbie.hudgens@hr.ucsb.edu

EXHIBIT C

Alissa Bryce

From: Debbie Hudgens <debbie.hudgens@hr.ucsb.edu>
Sent: Tuesday, November 10, 2020 1:10 PM
To: Monica Romero
Subject: Fwd: Union Cancellation Update 11/06/2020 ref:_00Do0HMM8._5003116JrQL:ref
Attachments: Fwd_Cara M OCallaghan_ID 10072810_Discontinue union deductions_Case 742774 JL.xlsx

Hi Monica,

Here you go. Thanks

----- Forwarded message -----

From: **UCPath Center** <ucpath@universityofcalifornia.edu>
Date: Fri, Nov 6, 2020 at 11:31 AM
Subject: Union Cancellation Update 11/06/2020 ref:_00Do0HMM8._5003116JrQL:ref
To: debbie.hudgens@hr.ucsb.edu <debbie.hudgens@hr.ucsb.edu>
Cc: UCPC-PROD-PY-SPRT@ucop.edu <ucpc-prod-py-sprt@ucop.edu>



Inquiry Number: 00742774
Topic: Payroll
Category: Submit Form - Payroll Administration
Employee ID: 10072810
Employee Name: Cara M O'callaghan
Submitted Date: 11/6/2020

Inquiry Subject: Union Cancellation Update 11/06/2020

Hello,

The UCPath Center would like to provide an update on the union cancellation request provided on 11/06/2020.

Please see the attached spreadsheet with all the necessary updates. Should you have any follow up questions, please let us know as soon as possible by responding to all directly on this email.

This inquiry will remain open for 10 days pending any questions or concerns you may have. Please respond to all on this email in that event. Should questions arise after the case is closed, please email UCPC-Prod-PY-Sprt@ucop.edu , and a follow-up case will be opened. We thank you in advance for your cooperation.

For further assistance, please contact UCPath by [Submitting An Inquiry](#).

Thank you,

UCPath

To check the status of an inquiry or submit a new inquiry:

- Log in to [UCPath](#) online.
- From the home page, click **Ask UCPath**.
- On the menu bar, click **My Inquiries** or **Submit An Inquiry**.

----- Original Message -----

From: UCPath Center [ucpath@universityofcalifornia.edu]

Sent: 11/6/2020, 11:16 AM

To: debbie.hudgens@hr.ucsb.edu

Cc: UCPC-PROD-PY-SPRT@ucop.edu

Subject: Union Cancellation Update 11/06/202000742774 - ref:_00Do0HMM8._5003l16JrQL:ref



Inquiry Number: 00742774

Submitted Date: 11/6/2020

Inquiry Subject: Union Cancellation Update 11/06/2020

Hello,

The UCPath has received the union cancellation update sent on 11/06/2020 and will process them as soon as possible.

You will be notified if there are any employees that require follow up upon completion.

For further assistance, please contact UCPath by [Submitting An Inquiry](#).

Thank you,

UCPath

To check the status of an inquiry or submit a new inquiry:

- Log in to [UCPath](#) online.
- From the home page, click **Ask UCPath**.
- On the menu bar, click **My Inquiries** or **Submit An Inquiry**.



ref:_00Do0HMM8._5003116JrQL:ref



--

UCSB Human Resources Assistant
3101 SAASB
Santa Barbara, CA 93106
805-893-4119
805-893-8645 F
debbie.hudgens@hr.ucsb.edu

*Location	*UCPath EMPL ID	*Employee Name (Last, First)	Pay Frequency (Monthly or Bi-Weekly)	*Dues Deduction D = Dues C = Cancel	*Initiation Fee One time deduction (UAW unions) Y's=Need to deduct \$10.00 fee	*Union Code (Ex. CX, BX)	*UCPath Deduction Code	Voluntary contribution monthly amount (if applicable)	*UCPath Use only*		
Effective Date of Enrollment/ Cancellation	Comment	UCPath Tracking Code									
SBCMP	10072810	Cara M O'Callaghan	BW	C		CX	SCX001		10/31/2020	Unenrolled in union dues.	C

Reply Reply All Forward

Hi 11/6/2020 9:42 AM
 Debbie Hudgens <debbie.hudgens@hr.ucsb.edu>
 Fwd: Cara M O'Callaghan ID# 10072810 - Discontinue union deductions

To: UCPC:PRDD-PY-SPRT

Retention Policy UCOP E-Mail Management Policy - Inbox (1 year)

Expires: 11/6/2021

DATE: 11/6/20

TO: UC PATH- RECORDS AND FULFILLMENT TEAM

FAX# 855-982-2329

FR: UC SANTA BARBARA- EMPLOYEE & LABOR RELATIONS

RE: CANCELLATION

EMPLOYEE CANCELLING UNION DUES: Teamsters / CX

Union Representation: Monica Romero

Location Contact for questions: DEBBIE HUDGENS, 805-893-4119

----- Forwarded message -----

From: Monica Romero <mromero@teamsters2010.org>
 Date: Fri, Nov 6, 2020 at 8:48 AM
 Subject: Cara M O'Callaghan ID# 10072810 - Discontinue union deductions
 To: Debbie Hudgens <debbie.hudgens@hr.ucsb.edu>
 Cc: Jason Rabinowitz <jrabinowitz@teamsters2010.org>, Regina Naterman <naterman@teamsters2010.org>, Andrew H. Baker <abaker@beesonlayer.com>

Hello Debbie,

Please discontinue union deductions effective immediately for Cara M O'Callaghan ID# 10072810.

Your prompt attention to this matter will be greatly appreciated.

Respectfully,

Monica Romero

TITAN Lead / Admin Asst.



No. 19-56271

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

Cara O'Callaghan and Jeneè Misraje,

Plaintiffs-Appellants,

v.

Janet Napolitano, in her official capacity as President of the
University of California; Teamsters Local 2010; and Xavier Becerra,
in his official capacity as Attorney General of California,

Defendants-Appellees.

On Appeal from the United States District Court
for the Central District of California
No. 2:19-CV-02289
Honorable James V. Selna

**DECLARATION OF REGINA NATERMAN IN SUPPORT OF MOTION
TO REMAND OR DISMISS**

Andrew H. Baker
BEESON, TAYER & BODINE
483 Ninth Street, Suite 200
Oakland, CA 94607-4051
Telephone: (510) 625-9700
Email: abaker@beesontayer.com
*Attorneys for Appellee Teamsters
Local 2010*

I, Regina Naterman, declare as follows:

1. I am employed by Teamsters Local 2010 (“the Union”) as the Union’s Office Administrator. My job duties include the gathering and collecting of information regarding dues paid to the Union by the Union’s members.

2. I reviewed the Union’s records to calculate the total dues paid to the Union by Plaintiffs Cara O’Callaghan and Jenee Misraje between March 2017 and December 7, 2020. Cara O’Callaghan paid dues during this period totaling \$2,000.79. Jenee Misraje paid dues during this period totaling \$1,682.50.

3. My calculations of the dues paid by Cara O’Callaghan are reflected in the Excel spreadsheet attached hereto as Exhibit A. The column captioned “Amount” reflects the dues received on behalf of Plaintiff O’Callaghan for each period shown.

4. My calculations of the dues paid by Renee Misraje are reflected in the Excel spreadsheet attached hereto as Exhibit B. The column captioned “Payment Amount” reflects the dues received on behalf of Plaintiff Misraje for each period shown.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 8th day of December, 2020, at Oakland,
California.


REGINA NATERMAN

CERTIFICATE OF SERVICE

I hereby certify that on December 9, 2020, I electronically filed the forgoing Declaration of Regina Naterman in Support of Motion to Remand or Dismiss with the Clerk of the Court for the United States Court of Appeals for the Ninth Circuit by using the CM/ECF system. I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system.

Dated: December 9, 2020

 /s/ Andrew H. Baker
Andrew H. Baker

EXHIBIT A

Cara M. O'Callaghan

<i>Month</i>	<i>Amount</i>	<i>Opt Out Date</i>	<i>Amt Trfd to Agency Fee Acct</i>
Mar-17	37.28		
Apr-17	37.28		
May-17	38.40		
Jun-17	51.36		
Jul-17	58.76		
Aug-17	39.56		
Sep-17	39.56		
Oct-17	39.56		
Nov-17	39.56		
Dec-17	59.34		
Jan-18	39.56		
Feb-18	39.56		
Mar-18	39.56		
Apr-18	51.68		
May-18	41.42		
Jun-18	62.13	06/29/18	2.07
Jul-18	56.88		56.88
Aug-18	7.11		7.11
Sep-18	42.66		42.66
Oct-18	42.66		42.66
Nov-18	43.37		43.37
Dec-18	63.99		63.99
Jan-19	42.66		42.66
Feb-19	42.66		42.66
Mar-19	42.66		42.66
Apr-19	42.66		42.66
May-19	42.66		42.66
Jun-19	63.99		63.99
Jul-19	43.94		43.94
Aug-19	43.94		43.94
Sep-19	43.94		43.94
Oct-19	43.94		43.94
Nov-19	65.91		65.91
Dec-19	43.94		43.94
Jan-20	43.94		43.94
Feb-20	43.94		43.94
Mar-20	43.94		43.94
Apr-20	43.94		43.94
May-20	65.91		65.91
Jun-20	43.94		43.94
Jul-20	45.26		45.26
Aug-20	45.26		45.26
Sep-20	45.26		45.26
Oct-20	45.26		45.26
	2,000.79		1,288.29

EXHIBIT B

Jenee-Angelique Misraje

<i>Month</i>	<i>Amount</i>	<i>Opt Out Date</i>	<i>Amt Trfd to Agency Fee Acct</i>
Mar-17	48.62		
Apr-17	48.62		
May-17	48.62		
Jun-17	50.06		
Jul-17	67.34		
Aug-17	76.59		
Sep-17	51.56		
Oct-17	51.56		
Nov-17	51.56		
Dec-17	51.56		
Jan-18	77.34		
Feb-18	51.56		
Mar-18	51.56		
Apr-18	51.56		
May-18	51.56		
Jun-18	51.56		
Jul-18	77.98		
Aug-18	52.46	08/09/18	31.86
Sep-18	53.10		53.10
Oct-18	53.10		53.10
Nov-18	53.10		53.10
Dec-18	132.75		132.75
Jan-19	53.10		53.10
Feb-19	53.10		53.10
Mar-19	53.10		53.10
Apr-19	53.73		53.73
May-19	56.22		56.22
Jun-19	81.54		81.54
Jul-19	27.99		27.99
Aug-19		Excluded 07/26/19	0.00
Sep-19			
Oct-19			
Nov-19			
Dec-19			
Jan-20			
Feb-20			
Mar-20			
Apr-20			
May-20			
Jun-20			
Jul-20			
Aug-20			

1,682.50

702.69

No. 19-56271

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

Cara O’Callaghan and Jeneè Misraje,

Plaintiffs-Appellants,

v.

Janet Napolitano, in her official capacity as President of the
University of California; Teamsters Local 2010; and Xavier Becerra,
in his official capacity as Attorney General of California,

Defendants-Appellees.

On Appeal from the United States District Court
for the Central District of California
No. 2:19-CV-02289
Honorable James V. Selna

**DECLARATION OF ALISSA BRYCE IN SUPPORT OF MOTION TO
REMAND OR DISMISS**

Andrew H. Baker
BEESON, TAYER & BODINE
483 Ninth Street, Suite 200
Oakland, CA 94607-4051
Telephone: (510) 625-9700
Email: abaker@beesontayer.com
*Attorneys for Appellee Teamsters
Local 2010*

I, Alissa Bryce, declare as follows:

1. I am employed by the law firm of Beeson, Tayer & Bodine as a Legal Secretary.

2. I sent via United Parcel Service (“UPS”) delivery on November 23, 2020, correspondence from Andrew H. Baker to Brian Kelsey enclosing cover letters from Teamsters Local 2010 addressed to Cara O’Callaghan and Jenee Misraje and two Cashier’s checks, one made payable to O’Callghan and the second to Misraje. A copy of Mr. Baker’s November 23, 2020, correspondence and enclosures is attached hereto as Exhibit A.

3. UPS assigned to the November 23, 2020, correspondence UPS tracking number 1ZLTY7462907463033. Attached hereto as Exhibit B is a copy of the UPS confirmation that the November 23, 2020, correspondence was received by Mr. Kelsey’s office on November 27, 2020.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 9 day of December, 2020, at Valley Springs, California.


ALISSA BRYCE

CERTIFICATE OF SERVICE

I hereby certify that on December 9, 2020, I electronically filed the forgoing Declaration of Alissa Bryce in Support of Motion to Remand or Dismiss with the Clerk of the Court for the United States Court of Appeals for the Ninth Circuit by using the CM/ECF system. I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system.

Dated: December 9, 2020

/s/ Andrew H. Baker
Andrew H. Baker

EXHIBIT A

ROBERT BONSALE
 GEOFFREY PILLER
 CATHERINE E. HOLZHAUSER
 ANDREW H. BAKER
 SHEILA K. SEXTON
 COSTA KERESTENZIS
 PETER M. MCENTEE
 SUSAN K. GAREA
 SARAH SANDFORD-SMITH
 CHRISTOPHER HAMMER
 STEPHANIE PLATENKAMP
 LORRIE E. BRADLEY
 TONY RICE
 SARAH S. KANBAR
 KENA C. CADOR
 TRAVIS S. WEST
 PEDER J.V. THOREEN

BEESON, TAYER & BODINE
 ATTORNEYS AT LAW
 A PROFESSIONAL CORPORATION
 483 NINTH STREET, SUITE 200
 OAKLAND, CALIFORNIA 94607-4051
 (510) 625-9700
 FAX (510) 625-8275



November 23, 2020

SACRAMENTO OFFICE
 520 CAPITOL MALL, SUITE 300
 SACRAMENTO, CA 95814-4714
 (916) 325-2100
 FAX (916) 325-2120

DONALD S. TAYER
 (1932-2001)

WWW.BEESONTAYER.COM

OF COUNSEL
 DUANE B. BEESON
 JOHN PROVOST
 DALE L. BRODSKY

abaker@beesontayer.com

Sent Via UPS Overnight Delivery

Brian K. Kelsey
 Liberty Justice Center
 190 South LaSalle Street, Suite 1500
 Chicago, IL 60603

*Re: O'Callaghan & Misraje v. Napolitano, et al.
 Ninth Circuit Court of Appeals Case No. 19-56271*

Dear Mr. Kelsey:

Enclosed please find letters from Teamsters Local 2010 addressed to both of your clients in the above-captioned matter, along with cashier's checks for each client.

As explained in the Union's letters, the Union has discontinued all further dues deductions with respect to your clients, and has made an unconditional, irrevocable decision to release your clients from any and all dues-deduction authorization agreements they have signed with the Union. As further explained in the letters, the payments reflected in the cashier's checks are made unconditionally, and fully refund all dues deducted during the applicable statute of limitations period, and include additional funds to cover interest and any possible claims for nominal damages. Thank you for forwarding these letters and checks to your clients.

To reiterate, the Union has taken these steps, and has forwarded the checks to plaintiffs, not pursuant to any kind of settlement or settlement offer, but unconditionally. Under these circumstances, the claims plaintiffs raise in Claims I – IV of their First Amended Complaint are now moot. Accordingly, the Union requests your clients to voluntarily dismiss these claims as moot. Please let me know no later than November 30, 2020, if your clients will be moving to dismiss these claims.

Very truly yours,

Andrew H. Baker

AHB/ab
 Enclosures
 cc: Mark W. Bucher



TEAMSTERS LOCAL 2010

An Affiliate of the International Brotherhood of Teamsters

Jason Rabinowitz

Secretary Treasurer and Principal Officer

November 13, 2020

Cara O'Callaghan
5145 San Lazara
Santa Barbara, CA 93111

Re: *Cara O'Callaghan and Jenee Misraje v. v. Teamsters Local 2010, et al.*
USDC Central District - Case No. 2:19-CV-02289
Ninth Circuit Court of Appeals No. 19-56271

Dear Ms. O'Callaghan:

The lawsuit in the above-captioned matter alleges that the agreements with Local 2010 the plaintiffs signed are unenforceable because of *Janus v. AFSCME, Council 31*, 138 S.Ct. 2448 (2018). As you know, every one of the now over 20 different courts that has considered this issue has rejected claims like plaintiffs' and has agreed that *Janus* does not affect the enforceability of voluntary union membership and dues deduction authorization agreements like the ones plaintiffs signed.¹ Further, the Ninth Circuit has now ruled that plaintiffs in cases like yours have no standing to bring the type of complaint you have against the Union here. *Belgau v. Inslee*, 975 F.3d 940 (9th Cir. 2020).

Given the unanimous rulings of the courts, there is no basis for your claims against the Union. Nevertheless, Local 2010 has determined that the cost of continuing to litigate your claim would be far greater than the small monetary amount at issue. To avoid those costs, the Union has instructed

¹ See, e.g., *Quirarte v. United Domestic Workers AFSCME Local 3930*, ___ F. Supp. 3d ___, 2020 WL 619574, at *5-6 (S.D. Cal. Feb. 10, 2020); *Few v. United Teachers Los Angeles*, 2020 WL 633598, at *6 (C.D. Cal. Feb. 10, 2020); *Grossman v. Hawaii Gov't Employees Ass'n/AFSCME Local 152*, 2020 WL 515816, at *6 n.9 (D. Haw. Jan. 31, 2020); *Hendrickson v. AFSCME Council 18*, ___ F. Supp. 3d ___, 2020 WL 365041, at *4-5 (D.N.M. Jan. 22, 2020); *Mendez v. Cal. Teachers Ass'n*, ___ F. Supp. 3d ___, 2020 WL 256124, at *2 (N.D. Cal. Jan. 16, 2020); *Aliser v. SEIU Cal.*, ___ F. Supp. 3d ___, 2019 WL 6711470, at *3-4 (N.D. Cal. Dec. 10, 2019); *Smith v. Teamsters Local 2010*, 2019 WL 6647935, at *8-9 (C.D. Cal. Dec. 3, 2019); *Smith v. N.J. Educ. Ass'n*, 2019 WL 6337991, at *6 (D.N.J. Nov. 27, 2019); *Oliver v. SEIU Local 668*, ___ F. Supp. 3d ___, 2019 WL 5964778, at *3 (E.D. Pa. Nov. 12, 2019); *Anderson v. SEIU Local 503*, 400 F. Supp. 3d 1113, 1116-17 (D. Or. 2019); *Seager v. United Teachers Los Angeles*, 2019 WL 3822001, at *2 (C.D. Cal. Aug. 14, 2019); *Smith v. Superior Court, Cty. of Contra Costa*, 2018 WL 6072806, at *1 (N.D. Cal. Nov. 16, 2018), subsequent order, *Smith v. Bieker*, 2019 WL 2476679, at *2 (N.D. Cal. June 13, 2019); *Cooley v. Cal. Statewide Law Enforcement Ass'n*, 2019 WL 331170, at *3 (E.D. Cal. Jan. 25, 2019), subsequent order, 385 F. Supp. 3d 1077, 1079 (E.D. Cal. 2019); *O'Callaghan v. Regents of Univ. of Cal.*, 2019 WL 2635585, at *3 (C.D. Cal. June 10, 2019), subsequent order, No. CV 19-02289 JVS (C.D. Cal. Sept. 30, 2019); *Babb v. Cal. Teachers Ass'n*, 378 F. Supp. 3d 857, 877 (C.D. Cal. 2019); *Belgau v. Inslee*, 2018 WL 4931602, at *5 (W.D. Wash. Oct. 11, 2018), subsequent order, 359 F. Supp. 3d 1000, 1016 (W.D. Wash. 2019); *Bermudez v. SEIU Local 521*, 2019 WL 1615414, at *2 (N.D. Cal. Apr. 16, 2019); *Crockett v. NEA-Alaska*, 367 F. Supp. 3d 996, 1008 (D. Alaska 2019).

O'Callaghan refund letter 11-12-20.docx (D1537-0004)

NORTHERN CALIFORNIA

400 Roland Way, Suite 2010
Oakland, CA 94621

(510) 845-2221 | (510) 845-7444 Fax

Our Work Makes California Work!



www.teamsters2010.org

SOUTHERN CALIFORNIA

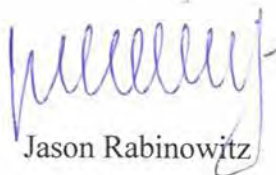
9900 Flower Street
Bellflower, CA 90706

(562) 376-4710 | (562) 376-4709 Fax

the University to stop making any further dues deductions from your wages. In addition, please be advised that the Union hereby releases you from any further obligations under any dues-deduction agreement you have or had with the Union. To be clear, the Union, without reservation or condition, has released you from any and all obligations under any dues-deduction authorization you have signed with the Union to date, and this decision is irrevocable; in other words, any dues-deduction authorizations you have signed with the Union are null and void, and the Union commits to you unequivocally that it will not, at any time henceforth, take any steps to resurrect or enforce the terms of any such dues-deduction authorization.

Also, enclosed with this letter is a cashier's check for you in the amount of \$2,595.71. This cashier's check constitutes unconditional full refund of all dues that were deducted from you pay since March, 2017, two years prior to the filing of the complaint in this matter,² plus \$594.92 to cover any possible claims for interest or nominal damages.

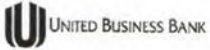
Very truly yours,



Jason Rabinowitz

Encl.

² The statute of limitations period applicable to this Section 1983 action.



CASHIER'S CHECK

500 Ygnacio Valley Road, Suite 130
Walnut Creek CA 94596

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND MAY BE REQUIRED
BEFORE ANY CASHIER'S CHECK OF THIS BANK WILL BE
REPLACED OR REFUNDED IN THE EVENT IT IS LOST,
MISPLACED OR STOLEN.

90-4378
1211

DATE November 13, 2020

REMITTER Teamsters Local 2010

\$***2,595.71**

PAY Two Thousand Five Hundred Ninety Five Dollars AND 71/100

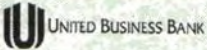
TO THE ORDER OF
Cara O'Callaghan
5145 San Lazara
Santa Barbara, CA 93111

NON NEGOTIABLE

PURPOSE Refund

CUSTOMER COPY

THIS CHECK IS PROTECTED WITH A VOID PANTOGRAPH - OTHER SECURITY FEATURES DETAILED ON BACK.



CASHIER'S CHECK

9050175

500 Ygnacio Valley Road, Suite 130
Walnut Creek CA 94596

90-4378
1211

DATE November 13, 2020

REMITTER Teamsters Local 2010

\$***2,595.71**

PAY Two Thousand Five Hundred Ninety Five Dollars AND 71/100

TO THE ORDER OF
Cara O'Callaghan
5145 San Lazara
Santa Barbara, CA 93111



AUTHORIZED SIGNATURE

PURPOSE Refund

⑈9050175⑈

⑆12114378⑆

⑈10000008⑈



TEAMSTERS LOCAL 2010

An Affiliate of the International Brotherhood of Teamsters

Jason Rabinowitz

Secretary Treasurer and Principal Officer

November 13, 2020

Jenee Misraje
802 22nd Street, Apt A
Santa Monica, CA 90403

Re: *Cara O'Callaghan and Jenee Misraje v. v. Teamsters Local 2010, et al.*
USDC Central District - Case No. 2:19-CV-02289
Ninth Circuit Court of Appeals No. 19-56271

Dear Ms. Misraje:

The lawsuit in the above-captioned matter alleges that the agreements with Local 2010 the plaintiffs signed are unenforceable because of *Janus v. AFSCME, Council 31*, 138 S.Ct. 2448 (2018). As you know, every one of the now over 20 different courts that has considered this issue has rejected claims like plaintiffs' and has agreed that *Janus* does not affect the enforceability of voluntary union membership and dues deduction authorization agreements like the ones plaintiffs signed.¹ Further, the Ninth Circuit has now ruled that plaintiffs in cases like yours have no standing to bring the type of complaint you have against the Union here. *Belgau v. Inslee*, 975 F.3d 940 (9th Cir. 2020).

Given the unanimous rulings of the courts, there is no basis for your claims against the Union. Nevertheless, Local 2010 has determined that the cost of continuing to litigate your claim would be far greater than the small monetary amount at issue. To avoid those costs, the Union has done, or is doing, the following.

¹ See, e.g., *Quirarte v. United Domestic Workers AFSCME Local 3930*, ___ F. Supp. 3d ___, 2020 WL 619574, at *5-6 (S.D. Cal. Feb. 10, 2020); *Few v. United Teachers Los Angeles*, 2020 WL 633598, at *6 (C.D. Cal. Feb. 10, 2020); *Grossman v. Hawaii Gov't Employees Ass'n/AFSCME Local 152*, 2020 WL 515816, at *6 n.9 (D. Haw. Jan. 31, 2020); *Hendrickson v. AFSCME Council 18*, ___ F. Supp. 3d ___, 2020 WL 365041, at *4-5 (D.N.M. Jan. 22, 2020); *Mendez v. Cal. Teachers Ass'n*, ___ F. Supp. 3d ___, 2020 WL 256124, at *2 (N.D. Cal. Jan. 16, 2020); *Aliser v. SEIU Cal.*, ___ F. Supp. 3d ___, 2019 WL 6711470, at *3-4 (N.D. Cal. Dec. 10, 2019); *Smith v. Teamsters Local 2010*, 2019 WL 6647935, at *8-9 (C.D. Cal. Dec. 3, 2019); *Smith v. N.J. Educ. Ass'n*, 2019 WL 6337991, at *6 (D.N.J. Nov. 27, 2019); *Oliver v. SEIU Local 668*, ___ F. Supp. 3d ___, 2019 WL 5964778, at *3 (E.D. Pa. Nov. 12, 2019); *Anderson v. SEIU Local 503*, 400 F. Supp. 3d 1113, 1116-17 (D. Or. 2019); *Seager v. United Teachers Los Angeles*, 2019 WL 3822001, at *2 (C.D. Cal. Aug. 14, 2019); *Smith v. Superior Court, Cty. of Contra Costa*, 2018 WL 6072806, at *1 (N.D. Cal. Nov. 16, 2018), subsequent order, *Smith v. Bieker*, 2019 WL 2476679, at *2 (N.D. Cal. June 13, 2019); *Cooley v. Cal. Statewide Law Enforcement Ass'n*, 2019 WL 331170, at *3 (E.D. Cal. Jan. 25, 2019), subsequent order, 385 F. Supp. 3d 1077, 1079 (E.D. Cal. 2019); *O'Callaghan v. Regents of Univ. of Cal.*, 2019 WL 2635585, at *3 (C.D. Cal. June 10, 2019), subsequent order, No. CV 19-02289 JVS (C.D. Cal. Sept. 30, 2019); *Babb v. Cal. Teachers Ass'n*, 378 F. Supp. 3d 857, 877 (C.D. Cal. 2019); *Belgau v. Inslee*, 2018 WL 4931602, at *5 (W.D. Wash. Oct. 11, 2018), subsequent order, 359 F. Supp. 3d 1000, 1016 (W.D. Wash. 2019); *Bermudez v. SEIU Local 521*, 2019 WL 1615414, at *2 (N.D. Cal. Apr. 16, 2019); *Crockett v. NEA-Alaska*, 367 F. Supp. 3d 996, 1008 (D. Alaska 2019).

Misraje refund letter 11-12-20.docx (D1537-0004)

NORTHERN CALIFORNIA

400 Roland Way, Suite 2010
Oakland, CA 94621

(510) 845-2221 | (510) 845-7444 Fax

Our Work Makes California Work!



www.teamsters2010.org

SOUTHERN CALIFORNIA

9900 Flower Street
Bellflower, CA 90706

(562) 376-4710 | (562) 376-4709 Fax

The Union last year instructed your employer to discontinue further dues deductions from your wages; deductions ceased effective June 29, 2019. In addition, please be advised that the Union hereby releases you from any further obligations under any dues-deduction agreement you have or had with the Union. To be clear, the Union, without reservation or condition, has released you from any and all obligations under any dues-deduction authorization you have signed with the Union to date, and this decision is irrevocable; in other words, any dues-deduction authorizations you have signed with the Union are null and void, and the Union commits to you unequivocally that it will not, at any time henceforth, take any steps to resurrect or enforce the terms of any such dues-deduction authorization.

Also, enclosed with this letter is a cashier's check for you in the amount of \$2,308.50. This cashier's check constitutes unconditional full refund of all dues that were deducted from you pay since March, 2017, two years prior to the filing of the complaint in this matter,² plus \$625 to cover any possible claims for interest or nominal damages.

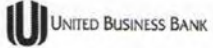
Very truly yours,



Jason Rabinowitz

Encl.

² The statute of limitations period applicable to this Section 1983 action.



CASHIER'S CHECK

500 Ygnacio Valley Road, Suite 130
Walnut Creek CA 94596

NOTICE TO CUSTOMERS
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BEFORE ANY CASHIER'S CHECK OF THIS BANK WILL BE
REPLACED OR REFUNDED IN THE EVENT IT IS LOST,
MISPLACED OR STOLEN.

90-4378
1211

DATE November 13, 2020

REMITTER Teamsters Local 2010

*******2,308.50**

PAY Two Thousand Three Hundred Eight Dollars AND 50/100

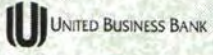
TO THE ORDER OF Jenee Misraje
802 22nd Street, Apt A
Santa Monica, CA 90403

NON NEGOTIABLE

PURPOSE Refund

CUSTOMER COPY

THIS CHECK IS PROTECTED WITH A VOID PANTOGRAPH - OTHER SECURITY FEATURES DETAILED ON BACK.



CASHIER'S CHECK

9050174

90-4378
1211

500 Ygnacio Valley Road, Suite 130
Walnut Creek CA 94596

DATE November 13, 2020

REMITTER Teamsters Local 2010

*******2,308.50**

PAY Two Thousand Three Hundred Eight Dollars AND 50/100

TO THE ORDER OF Jenee Misraje
802 22nd Street, Apt A
Santa Monica, CA 90403

Jenee Misraje

AUTHORIZED SIGNATURE

PURPOSE Refund

EXHIBIT B

Proof of Delivery

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number

1ZLTY7462907463033

Weight

1.00 LBS

Service

UPS Next Day Air Saver®
with UPS Carbon Neutral 

Shipped / Billed On

11/23/2020

Additional Information

Signature Required

Delivered On

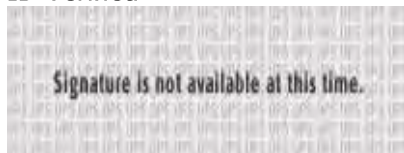
11/27/2020 10:06 A.M.

Delivered To

190 S LA SALLE ST
1500
CHICAGO, IL, 60603, US

Received By

ID Verified

**Left At**

Mail Room

Reference Number(s)

1537-0004

Thank you for giving us this opportunity to serve you. Details are only available for shipments delivered within the last 120 days. Please print for your records if you require this information after 120 days.

Sincerely,

UPS

Tracking results provided by UPS: 12/09/2020 4:53 P.M. EST