

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Lia Martin

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10 SUPERIOR COURT FOR THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF LOS ANGELES

12 STEVEN BELHUMEUR) 21STCV05922
13 6108 Kentland Ave)
14 Woodland Hills, CA 91367)
15 Plaintiff)
16 ENGINEERS & ARCHITECTS) COMPLAINT
17 ASSOCIATION, a labor union,)
18 2911 W. Temple St)
19 Los Angeles, CA 90026)

20 INTRODUCTION

21 1. This action is brought by Plaintiff Steven Belhumeur against Defendant Engineers &
22 Architects Association (“EAA”) for wrongful termination of his employment in violation
23 of public policy based on discrimination of his race, color, and/or ethnicity and violation
24 of his Employment Contract.

25 PARTIES

26 2. Plaintiff, STEVEN BELHUMEUR, is an individual residing within the State of California.
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1 3. Defendant, ENGINEERS & ARCHITECTS ASSOCIATION, is a labor union registered
2 in Los Angeles County, California, whose principal place of business is located at 2911 W.
3 temple St Los Angeles, CA 90026.
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5 **JURISDICTION AND VENUE**

6 4. The Court has personal jurisdiction over Defendant EAA because it is located in Los
7 Angeles and has extensive contacts in Los Angeles.

8 5. The Court has subject matter jurisdiction because the amount in controversy exceeds the
9 Court’s jurisdictional amounts. Superior Court of California for the County of Los Angeles
10 is a court of general jurisdiction and therefor has jurisdiction over this matter.
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12 6. Venue is proper in this Court pursuant to California Code of Civil procedure sec 395.
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14 **FACTUAL BACKGROUND**

15 7. Plaintiff was hired by EAA to be its Executive Director on December 15, 2019.

16 8. Mr. Belhumeur’s employment contract provided that he would “have all authority, under
17 the direction of the Board, to conduct the business of EAA in connection with the goals
18 established above, as well as all other regular ongoing business of the Union.” Mr.
19 Belhumeur’s job description, according to the employment contract, included building “an
20 organizational structure for purposes of institutional self- defense, member
21 communications and related goals”, ensuring “an adequate complement of trained
22 representatives and other staff”, managing EAA’s “day-to-day operations and programs”,
23 and serving as “the lead or leading member of the negotiating team, as appropriate”, among
24 many other tasks.
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- 1 9. The term of Mr. Belhumeur’s contract was for two (2) years, with an option to renew for a
2 third year. Mr. Belhumeur could terminate the contract by providing EAA with “sixty (60)
3 days written notice given to the Board” while the Board could only terminate Mr.
4 Belhumeur upon two-thirds (2/3) vote of the Board, requiring “[s]uch vote [] be held at a
5 meeting of the Board which is duly called and conducted”.
- 7 10. Under the contract, Mr. Belhumeur is entitled to three (3) months salary if terminated for
8 cause and six (6) months salary if terminated without cause. If Mr. Belhumeur terminated
9 the contract, he is entitled to payment for any unused vacation, up to thirty (30) days.
- 11 11. Further, the contract stated that EAA appointed Mr. Belhumeur as an Associate Member
12 of EAA/Unit 1894 of IBEW Local 11.
- 13 12. The Employment contract was signed by both parties and is a valid contract.
- 14 13. Throughout his tenure at EAA, Mr. Belhumeur has had to repeatedly deal with thinly veiled
15 racial insults from Ms. Lisa Barr and other senior leadership. EAA officers including
16 Serene Peng Chang have sent emails to EAA union members with references to the movie
17 “Lion King,” clearly drawing inferences to Mr. Belhumeur’s African American heritage.
- 18 14. Senior leadership repeatedly outright said to Mr. Belhumeur that he does not belong here
19 and is not qualified to be executive director.
- 20 15. Almost immediately after Mr. Belhumeur’s hiring, Ms. Barr subjected him to inappropriate
21 comments, telling Mr. Belhumeur, in front of another Governor, to “fuck off” and that she
22 was not “pussy footing with [him]”.
- 23 16. Mr. Belhumeur immediately complained to the Board, but no action was taken against Ms.
24 Barr.
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1 17. Then Ms. Barr and others tried to ruin Mr. Belhumeur’s reputation by implying in the
2 media that Mr. Belhumeur got his job as a sort of quid pro quo with Mr. Jack Kayajian.
3 This falsehood was further disseminated through a website called “2UrbanGirls.” In the
4 article it was implied that the only reason that Mr. Belhumeur was offered the job of
5 executive director was because he did some political work for Mr. Kayajian. Also, in the
6 article the only clients of Mr. Belhumeur who were listed were his African American
7 clients.
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10 18. In December 2019, the EAA Accountability website published and promoted the
11 2UrbanGirls article which portray Mr. Belhumeur and several African American clients
12 negatively.

13 19. Once again, Mr. Belhumeur reported the website and the information contained to the
14 Board and once again, no action was taken.

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16 20. Furthermore, every time Mr. Belhumeur raised an issue, conducted an investigation or
17 pointed out that an action that was in violation of the EAA’s rules and procedures, Ms.
18 Barr and her allies on the Board would retaliate against Mr. Belhumeur immediately.

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20 21. In January 2020, Mr. Belhumeur submitted a report to the Board of Governors raising
21 several possible violations of EAA Election Policy which included among other violations
22 that Governor Barr was ineligible for nomination for Governor at the time she applied. Mr.
23 Belhumeur raised the issue that Ms. Barr was not eligible to run for EAA Governor At
24 Large, because she has not been a member long enough to be nominated according to the
25 EAA Constitution and Bylaws.

26 a. Ms. Lisa Barr joined EAA on July 17, 2019.
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- 1 b. In August 2019, Ms. Barr applied to be an EAA Steward.
- 2 c. In October 2019, Ms. Barr submitted an application to run for EAA Governor on
- 3 which she falsely stated that she had been a member of EAA for 1 and half years.
- 4
- 5 d. In December 2019, Ms. Barr was elected EAA Governor At Large.

6 22. However, no action was taken.

7 23. In March, a global pandemic was declared and Mr. Belhumeur began to bargain with the

8 City of Los Angeles to avoid furloughs and layoffs for city employees.

9 24. Throughout the pandemic, Governor Barr abstained from most board actions and activities.

10 25. In September 2020, Mr. Belhumeur reported additional concerns about the irregularities in

11 the EAA election process dating back to 2017. Mr. Belhumeur's concerns included that at

12 least two Governor's terms were reduced from three years to two years without reason,

13 violations of the EAA jurisdiction clause, improper allocation of Governor at Large seats,

14 eligibility of candidates, and inappropriate use of the Vice President position.

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17 26. Mr. Belhumeur provided two legal opinions to the Board and recommended that the Board

18 take action prior to the November 2020 EAA elections. No actions were taken.

19 27. In October 2020, candidates for EAA Governor began to campaign for office using the

20 EAA Accountability website and republishing negative attacks on Mr. Belhumeur causing

21 frustration from voting members, candidates, and EAA officers.

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23 28. In November 2020, EAA President Mark Santistevan instructed Mr. Belhumeur to present

24 an overview of the EAA Accountability website, with focus on potential violations of the

25 EAA Code of Conduct for Governors, Officers, and Stewards.

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1 29. After the presentation, the EAA Board of Governors voted to suspend Governor Barr
2 indefinitely.

3 30. In December 2020, three new Governors were seated to the EAA Board of Governors.
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5 31. In December 2020, at the instruction of IBEW 11 Business Manager Joel Barton, the EAA
6 Board of Governors returned Ms. Barr to the EAA Board of Governors.

7 32. On January 13, 2021, Ms. Barr was appointed President of the EAA Board of Governors.
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9 33. On January 14, 2021, almost immediately after being appointed President, Ms. Barr
10 stripped Mr. Belhumeur of his job duties and took them over herself.

11 34. On January 15, 2021, Ms. Barr unilaterally exceeded her authority as President of the
12 Board, and informed Mr. Belhumeur that she would be leading the staff meetings and that
13 she would be the chief negotiator with the City of Los Angeles and liaison to other Labor
14 Unions.

15 35. On January 19, 2021 Ms. Barr informed Mr. Belhumeur that he would attend the two
16 membership meetings but not participate, saying that “[she] doesn’t want it to look like
17 [Mr. Belhumeur] is being sidelined”.

18 36. Then, suddenly, on January 25, 2021, Ms. Barr placed Mr. Belhumeur on administrative
19 leave with pay. While Mr. Belhumeur was out on paid sick leave, Ms. Barr left Mr.
20 Belhumeur a phone voicemail stating that he was on administrative leave with pay but did
21 not provide any reason for placing him on administrative leave.
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23 37. No other Executive Director of different race and ethnicity was ever subjected to this type
24 of treatment.
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1 38. Ms. Barr proceeded to engage in these activities all while she was still an employee in the
2 Los Angeles City Attorney's office and on City time.

3 39. On January 26, 2021, through undersigned counsel (hereinafter "Counsel"), Mr.
4 Belhumeur sent EAA a letter stating his complaints against EAA and stating that "Ms. Barr
5 has constructively terminated Mr. Belhumeur from his position as executive director."
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7 40. On January 28, 2021, Counsel received an email from Mr. Adam Stern, an attorney
8 representing EAA stating that "EAA has received your January 26, 2021 letter notifying
9 us that your client has ended his employment with the union."
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11 41. Counsel immediately responded that Mr. Belhumeur did not end his employment or resign.

12 42. On January 29, 2021, Mr. David Myers, another attorney also representing EAA, wrote an
13 email stating that since Counsel used the phrase "constructive termination" in his January
14 26, 2021 letter, and "an essential element of constructive termination is that the employee
15 has resigned his employment", then it must mean that Mr. Belhumeur resigned his
16 employment.
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18 43. Once again, Counsel wrote to Mr. Myers that Mr. Belhumeur had not and has not at any
19 point resigned his position.
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21 44. However, despite the fact that Mr. Belhumeur never even came close to saying that he
22 resigned his position, EAA has taken the legal position that Mr. Belhumeur, through
23 Counsel, has resigned his position.

24 45. EAA has since appointed another interim executive director.

25 46. Further, on February 11, 2021, Mr. Myers notified Counsel that EAA confirmed Mr.
26 Behumeur's separation by more than 2/3 vote for a Termination for Cause, still failing to
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1 notify Mr. Belhumeur of any reason for termination and without paying him three (3)
2 months salary as required by the Contract for Termination for Cause.

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4 **COUNT I**

5 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

6 47. Plaintiff realleges and reiterates the allegations set forth in paragraphs 1 through 46 as if
7 set forth fully herein.

8 48. Defendant EAA discriminated against Mr. Belhumeur based on his race.

9 49. Defendant EAA made derogatory comments against Mr. Belhumeur based on his race.

10 50. Defendants EAA treated Mr. Belhumeur differently than any other executive director
11 solely because of his race.

12 51. This mistreatment created a hostile work environment for Mr. Belhumeur.

13 52. Defendant EAA placed Mr. Belhumeur on administrative leave based on his race.

14 53. Discrimination based on his race, caused harm to Mr. Belhumeur.

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17 **COUNT II**

18 **WRONGFUL TERMINATION IN VIOLATION EMPLOYMENT CONTRACT**

19 54. Plaintiff realleges and reiterates the allegations set forth in paragraphs 1 through 53 as if
20 set forth fully herein.

21 55. Defendant EAA terminated Mr. Belhumeur's employment in violation of Section 11 of his
22 Employment Contract.

23 56. Under Section 11 of the Employment Contract, Mr. Belhumeur may resign only by
24 submitting a letter to the Board with 60-day notice. Mr. Belhumeur provided no such
25 notice.
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2 57. Defendant EAA wrongfully took the position that Mr. Belhumeur resigned from his
3 position in order to avoid paying him the severance payment owed.
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5 58. Further, under Section 11, 2/3 of a Board vote is required to terminate Mr. Belhumeur.

6 59. Under Section 12, if Mr. Belhumeur is removed for cause he must receive 3 months
7 severance pay. If he is removed without cause, he must receive 6 months pay.

8 60. Here, EAA allegedly took a Board vote to terminate Mr. Belhumeur for cause without ever
9 notifying Mr. Belhumeur of any reason for terminating his employment.
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11 61. Further, Mr. Belhumeur has not received any severance pay.

12 62. These actions are in clear violation of his Employment Contract.

13 63. These actions have harmed Mr. Belhumeur in that he is receiving no pay and his family no
14 longer has health insurance.

15 64. Further Mr. Belhumeur was scheduled to receive a salary increase on January 31, 2021.
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17 65. Defendant EAA's actions have severely damaged Mr. Belhumeur.
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19 CONCLUSION

20 WHEREFORE, the Plaintiff respectfully requests that this Court:

- 21 1. Declare that EAA violated the terms of Plaintiff Belhumeur's Employment Contract
 - 22 2. Declare that EAA wrongfully discriminated against Plaintiff Belhumeur due to his
23 race.
 - 24 3. Award Plaintiff any and all financial, economic and compensatory damages entitled
25 to by law, \$5,000,000, on each of Counts I and II in addition;
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- 1 4. Award Plaintiff other monetary damages that they may be entitled to under the law;
- 2 in addition
- 3 5. Award appropriate pre-judgment and post judgment interest; in addition
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- 5 6. Award expert fees and attorney's fees and cost of this action as may be permitted by
- 6 law; in addition
- 7 7. Award any other relief the Court deems just and appropriate.

8 **JURY TRIAL DEMANDED**

9 PLAINTIFF DEMANDS A JURY BY TRIAL ON ALL COUNTS.

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11
12 Respectfully Submitted,

13 /S/ FAISAL GILL
14 Faisal Gill (SBN 263416)