

PACIFIC LEGAL FOUNDATION
10360 Old Placerville Road, Suite 100
Sacramento, CA 95827
(916) 362-2833 FAX (916) 362-2932

1 M. DAVID STIRLING, No. 38707
JOHN H. FINDLEY, No. 50495
2 ARTHUR B. MARK, III, No. 220865
Pacific Legal Foundation
3 10360 Old Placerville Road, Suite 100
Sacramento, California 95827
4 Telephone: (916) 362-2833
Facsimile: (916) 362-2932

5 Attorneys for Plaintiffs
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8 SUPERIOR COURT OF CALIFORNIA

9 COUNTY OF SACRAMENTO
10

11 WESTERN GROWERS ASSOCIATION;)
CALIFORNIA FARM BUREAU FEDERATION;)
12 VENTURA COUNTY AGRICULTURAL)
ASSOCIATION; GROWER-SHIPPER)
13 ASSOCIATION OF CENTRAL CALIFORNIA;)
GROWER-SHIPPER VEGETABLE ASSOCIATION)
14 OF SANTA BARBARA & SAN LUIS OBISPO)
COUNTIES; IMPERIAL VALLEY VEGETABLE)
15 GROWERS ASSOCIATION; and EXCELSIOR)
FARMING LLC,)

16 Plaintiffs,)
17)

18 v.)

19 CALIFORNIA AGRICULTURAL LABOR)
RELATIONS BOARD; GENEVIEVE SHIROMA, in)
her official capacity as Chairman of the California)
20 Agricultural Labor Relations Board; GLORIA A.)
BARRIOS, in her official capacity as a member of the)
21 California Agricultural Labor Relations Board;)
CATHRYN RIVERA, in her official capacity as a)
22 member of the California Agricultural Labor Relations)
Board; and J. ANTONIO BARBOSA, in his official)
23 capacity as Executive Secretary of the California)
Agricultural Labor Relations Board,)

24 Defendants.)
25)
26)
27)
28)

No. _____

**COMPLAINT FOR
DECLARATORY AND
INJUNCTIVE RELIEF**

INTRODUCTION

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2 1. Since its inception in law, a bedrock principle underlying the constitutionality of the
3 process of collective bargaining between employers and unionized employees is freedom of
4 negotiation and voluntary agreement to contract terms. In 2002, a bill abrogating this freedom was
5 passed. Designed to force agricultural employers to accept terms and conditions of employment
6 for unionized farm workers, the measure was introduced as Senate Bill (Sen. Bill) No. 1736 on
7 February 21, 2002. This forced contract scheme for agricultural employers and their workers made
8 its way through various legislative committees as Sen. Bill No. 1736; other versions of the
9 procedure were promulgated in August 2002 as Sen. Bill No. 1592 and Sen. Bill No. 1156. On
10 September 30, 2002, the Governor signed into law Sen. Bill No. 1156, as amended by Assembly
11 Bill (Assem. Bill) No. 2596, codified as Labor Code, Chapter 6.5, § 1164, *et seq.* (Section 1164
12 or § 1164).

13 2. Entitled “Contract Dispute Resolution,” Labor Code § 1164, *et seq.*, creates a
14 procedure for mandatory, binding arbitration of contract disputes that removes from growers and
15 represented employees the power to reach mutually agreeable terms for wages, hours, and other
16 terms and conditions of employment. Instead, § 1164 empowers a state agency, the Agricultural
17 Labor Relations Board (ALRB), to randomly choose and enforce terms of employment on growers
18 and unions. The statute’s scheme of state-written and enforced contracts undermines the purpose
19 of the Agricultural Labor Relations Act (ALRA), Labor Code § 1140, *et seq.*, and the public policy
20 of the State of California of promoting voluntary contract negotiations between unions and
21 growers.

22 3. A virtually unprecedented development in labor relations, the statute removes the
23 parties’ fundamental right to contract. In addition, the ALRB does not have the constitutional
24 authority to decide the terms of employment in California, beyond enforcing minimum, generally
25 applicable standards. Therefore, Plaintiffs, individual agricultural employers and associations
26 whose membership includes employers subject to the forced contract statute, seek declaratory relief
27 under the Code of Civil Procedure § 1060 and injunctive relief.

28 By this complaint, Plaintiffs allege:

PARTIES

PLAINTIFFS

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3 4. Western Growers Association is an agricultural trade association, founded in 1926,
4 representing California growers who grow, pack, and ship vegetables, fruits, and nuts. Its
5 membership includes several growers whose businesses are threatened by the enforcement of Labor
6 Code § 1164, *et seq.*

7 5. California Farm Bureau Federation (CFBF) is a membership organization
8 incorporated and existing under the California Nonprofit Mutual Benefit Corporation Law. CFBF
9 advances the social, economic, and educational interests of farmers and the rural community by
10 representing 53 county Farm Bureaus, whose members comprise more than 37,000 farm families,
11 including members whose businesses are threatened by the enforcement of Labor Code § 1164, *et*
12 *seq.*

13 6. Ventura County Agricultural Association (VCAA) is a nonprofit trade association
14 representing the interests of over 100 agricultural employers in Ventura and Santa Barbara
15 Counties. Regular membership in VCAA is accorded to those employers who qualify as an
16 “agricultural employer” within the meaning of § 1140.4(c) of the ALRA. As agricultural employers
17 under the ALRA, virtually all of VCAA’s regular members’ businesses are threatened by the
18 enforcement of Labor Code § 1164, *et seq.*

19 7. Grower-Shipper Association of Central California (GSACC) is a membership
20 organization representing the interests of agricultural employers in the counties of Monterey, Santa
21 Cruz, San Benito, and Santa Clara. Established in 1930, GSACC serves its members by providing
22 support and services related to all facets of growing, harvesting, shipping, packing, and processing
23 agricultural products common to the Salinas and Pajaro Valleys. Among its members are
24 agricultural employers whose businesses are threatened by the enforcement of Labor Code § 1164,
25 *et seq.*

26 8. Grower-Shipper Vegetable Association of Santa Barbara and San Luis Obispo
27 Counties (GSVA) is an association representing the interests of over 150 agricultural employers.
28 Started in 1947, GSVA promotes the general welfare of the produce industry in Santa Barbara and

1 San Luis Obispo counties. Among its members are agricultural employers whose businesses are
2 threatened by the enforcement of Labor Code § 1164, *et seq.*

3 9. Imperial Valley Vegetable Growers Association (IVVGA) is a nonprofit, member
4 driven organization founded in 1968. IVVGA represents the interests of growers, shippers and
5 other agricultural employers in the Imperial Valley. Among its members are agricultural employers
6 whose businesses are threatened by the enforcement of Labor Code § 1164, *et seq.*

7 10. Excelsior Farming LLC (Excelsior) is an agricultural employer who is subject to
8 Labor Code § 1164, *et seq.* The United Farm Workers (UFW) union is the current, exclusive
9 bargaining agent for Excelsior’s employees. *See* § 1164(a)(1) or (2); § 1164.11. On February 7,
10 2003, Excelsior received a renewed demand to bargain from the UFW pursuant to § 1164(a). No
11 collective bargaining agreement currently exists between the UFW and Excelsior on behalf of
12 Excelsior’s employees, and the parties have not previously had a binding contract between them.
13 Excelsior has been subject to at least one unfair labor practice charge in the past. Furthermore,
14 Excelsior’s bargaining position in any negotiations with the UFW is irreparably impacted by
15 § 1164’s forced contract provisions. Excelsior is therefore threatened by imminent enforcement
16 of Labor Code § 1164, *et seq.* *See* §§ 1164(a), 1164.11.

17 11. Plaintiffs are, or are organizations whose members include, growers who have
18 “employed or engaged [or will employ or engage] 25 or more agricultural employees during any
19 calender week in the year preceding the filing of a declaration.” *Id.* at § 1164(a).

20 DEFENDANTS

21 12. The ALRB is a state agency, created by the California Legislature to administer and
22 enforce the ALRA and Labor Code § 1164, *et seq.* *See* Labor Code § 1141; Labor Code § 1164,
23 *et seq.*

24 13. Genevieve A. Shiroma is Chairperson and a member of the ALRB with the duty and
25 power to enforce the ALRA and Labor Code § 1164, *et seq.* *See* Labor Code § 1141; Labor Code
26 § 1164, *et seq.*

27 14. Gloria A. Barrios is a member of the ALRB with the duty and power to enforce the
28 ALRA and Labor Code § 1164, *et seq.* *See* Labor Code § 1141; Labor Code § 1164, *et seq.*

1 15. Cathryn Rivera is a member of the ALRB with the duty and power to enforce the
2 ALRA and Labor Code § 1164, *et seq.* See Labor Code § 1141; Labor Code § 1164, *et seq.*

3 16. J. Antonio Barbosa is the Executive Secretary of the ALRB, appointed by the ALRB
4 to perform its duties. Labor Code § 1145. In that capacity, Barbosa executes the ALRB's
5 directives in enforcing Labor Code § 1164, *et seq.*

6 THE FORCED CONTRACT SCHEME

7 17. Labor Code § 1164, *et seq.*, establishes a scheme under which a state agency, the
8 ALRB, forces on growers and their employees a contract. Plaintiffs challenge this statute as
9 unconstitutional.

10 18. Section 1164(a) allows a grower or a certified labor organization representing a
11 grower's employees to file a declaration with the ALRB stating that the parties have been unable
12 to reach a contract. Labor Code § 1164(a).

13 19. If the union was certified before 2003, then a party can file a declaration 90 days
14 after a renewed demand to bargain if:

15 (a) the parties have not reached agreement for at least one year after the union
16 made its initial request to bargain;

17 (b) the employer committed an unfair labor practice; **and**

18 (c) the parties have never had a contract. *Id.* at § 1164(a)(1); § 1164.11. Plaintiffs
19 are, or are organizations whose members include, growers meeting these criteria for activating the
20 mandatory "mediation" procedure.

21 20. If the union is certified on or after January 1, 2003, then a party can file a declaration
22 180 days after it first requests bargaining. *Id.* at § 1164(a)(2). Plaintiffs are, or are organizations
23 whose members include, growers meeting these criteria for activating the mandatory "mediation"
24 procedure. Because the statute uses the word "mediator" and "mediation" to identify the person
25 imposing and the process under which the contract is imposed, respectively, Plaintiffs will use
26 those terms throughout this complaint. However, although the statute uses the term "mediator" or
27 "mediation," it does so to describe a decision-maker and process that dictates the terms of the
28 contract imposed on the parties. This use of the terms "mediator" or "mediation" is contrary to

1 the words' normal meanings in law.¹ A far cry from mediation, the process imposed on Plaintiffs
2 and Plaintiffs' members under the statute is really one of involuntary, binding arbitration.

3 21. After the ALRB receives a declaration, it immediately orders the parties to binding
4 arbitration with a "mediator" the parties must chose from a list of nine from the California State
5 Mediation and Conciliation Service. Labor Code § 1164(b).

6 22. The parties must select a "mediator" within seven days and must share the costs of
7 the procedure. Labor Code § 1164(b). If one party refuses to participate in selecting a "mediator,"
8 the other party may select a "mediator" from the list. *Id.* If the parties cannot agree on a
9 "mediator," then "they shall strike names from the list until a "mediator" is chosen by a process of
10 elimination." *Id.* After a "mediator" is chosen, the "mediation" lasts 30 days, with an additional
11 30 days upon the parties' "mutual agreement" and approval by the "mediator." Labor Code
12 § 1164(c). Within 21 days, the "mediator" must file a report with the ALRB resolving all disputed
13 issues and establishing the final terms of a contract. Labor Code § 1164(d). The report must be
14 supported by the record. *Id.* If no party petitions for review by the ALRB or if the ALRB does not
15 accept a petition for review, the "report shall become a final order of the board." Labor Code
16 § 1164.3(b). Although the statute calls this process "mediation," it is in fact mandatory,
17 involuntary, binding arbitration. Plaintiffs are, or are organizations whose members include,
18 growers meeting these criteria for activating this mandatory arbitration procedure.

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21 ¹ "Mediation' means an informal process in which the disputing parties select a neutral third party
22 to assist them in reaching a *negotiated settlement in which the neutral third party has no power to*
23 *impose a solution on the parties, but rather has the power only to assist the parties in shaping*
24 *solutions to meet their interests and objectives."* Civ. Code § 850(c) (emphasis added).
25 "Mediation' means the efforts of a third person, or persons, functioning as intermediaries, to assist
26 the parties in reaching a *voluntary resolution to an impasse."* Gov. Code § 3562(l) (emphasis
27 added). Generally, California codes, rules, regulations, and case law indicate that "mediation" is
28 a voluntary process, in which the mediator has no power to impose terms or a settlement. *See*
Evid. Code § 1115(a); Cal. T. Ct. R. 1580(c), 1620.2(a); Code Civ. Proc. § 1775.1(a); Gov. Code
§§ 3501(e), 3513(d); Gov. Code § 3562(l); 17 Cal. Code Regs. § 52000(b)(3) (2003); 10 Cal. Code
Regs. § 2696.2(h); *Gibson v. Bobroff* (1996) 49 Cal.App.4th 1202, 1209. *Accord* Black's Law
Dict. (6th ed. 1990) p. 981 (defining "mediation" as: "Private, informal dispute resolution process
in which a neutral third person, the mediator, helps disputing parties to reach an agreement. *The*
mediator has no power to impose a decision on the parties.") (emphasis added). A "mediator'
means a neutral person who conducts a mediation." Evid. Code § 1115(b); Cal. Ct. R. 1620.2(b).

1 23. Within 7 days of the report’s filing, either party can petition the ALRB to review
2 it. Labor Code § 1164.3(a). After the ALRB receives a petition for review, it can accept for review
3 any portions of the petition for which the petitioning party establishes a prima facie case that a
4 provision of the contract is:

5 (1) unrelated to wages, hours, or other conditions of employment; **or**

6 (2) based on clearly erroneous findings of material fact. The statute does not
7 specify what “facts” are necessary to support a contract. Labor Code § 1164.3(a). If the ALRB
8 accepts review on certain provisions, it must order provisions not subject to review into effect as
9 a final order. Labor Code § 1164.3(b). If the ALRB declines review, the involuntary contract
10 becomes final. *Id.* Plaintiffs are, or are organizations whose members include, growers meeting
11 these criteria for activating the mandatory arbitration procedure.

12 24. If the ALRB finds a provision is unrelated to wages, hours, or other conditions of
13 employment or is based on clearly erroneous findings of material fact, then, within 21 days, the
14 ALRB must order modification of the imposed contract. Labor Code § 1164.3(c). After no more
15 than 30 days, the “mediator” issues a second report for filing with the ALRB. *Id.* Parties can
16 challenge the second report upon the same grounds and in the same manner as the first report.
17 Labor Code § 1164.3(d).

18 25. Parties can also petition the ALRB to set aside the report if they establish a prima
19 facie case that:

20 (1) the report was procured by corruption, fraud, or other undue means;

21 (2) the “mediator” was corrupt;

22 (3) the rights of the petitioning party were substantially prejudiced by the
23 misconduct of the “mediator.” Labor Code § 1164.3(e).

24 26. Either party can file an action in the superior court to enforce an ALRB order within
25 60 days after the order takes effect. Labor Code § 1164.3(f). The court cannot stay any order
26 during its review unless the appellant will suffer irreparable harm if the order is implemented and
27 its demonstrates a likelihood of success on appeal. *Id.* The superior court cannot “review, reverse,
28 correct, or annul any order or decision of the board to suspend or delay the execution or operation

1 31. Rights established under a contract are property rights, and thus protected under the
2 California and United States Constitutions.

3 32. An actual and justiciable controversy exists between the parties concerning the
4 constitutionality of Labor Code § 1164. Plaintiffs contend that § 1164's forced contract procedure
5 violates the California and United States Constitutions because it completely abrogates their
6 freedom to contract, thus depriving them of liberty and property without due process of law.

7 33. Plaintiffs are informed and believe, and therefore allege, that Defendants ALRB and
8 its members dispute that Labor Code § 1164 violates article I, §§ 1 and 7(a) of the California
9 Constitution and amendment XIV, § 1 of the United States Constitution.

10 34. A judicial determination of rights and responsibilities arising from this actual
11 controversy is necessary and appropriate at this time.

12 WHEREFORE, Plaintiffs pray judgment against Defendants as set forth below.

13 **SECOND CAUSE OF ACTION**

14 (Declaratory Relief)

15 (Cal. Const. art. I, § 7(a); U.S. Const. amend XIV, § 1)

16 35. Plaintiffs incorporate Paragraphs 1-34 as if stated in full.

17 36. Plaintiffs seek a declaration that Labor Code § 1164, *et seq.*, violates the California
18 Constitution, article I, § 7(a) and the United States Constitution, amendment XIV, § 1 which
19 prohibit the state from depriving them of "life, liberty or property without due process of law."

20 37. Rights established under a contract are property rights, and thus protected under the
21 California and United States Constitutions.

22 38. The procedure established by Labor Code § 1164, *et seq.*, will impose on Plaintiffs
23 and/or their members compensation terms for which they have not bargained and to which they
24 have not agreed. The procedure also forces Plaintiffs and/or their members to abide by these
25 contracts. The contracts imposed by the state are final and allow no court to conduct an
26 independent review of the evidence.

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1 39. By imposing final terms not subject to a *de novo* review in a court of law Labor
2 Code § 1164, *et seq.*, deprives Plaintiffs and/or their members of property without due process of
3 law in violation of both the California and United States Constitutions.

4 40. An actual and justiciable controversy exists between the parties concerning the
5 constitutionality of Labor Code § 1164. Plaintiffs contend that § 1164's forced contract procedure
6 violates the California and United States Constitutions because it deprives Plaintiffs and/or their
7 members of property without due process of law.

8 41. Plaintiffs are informed and believe, and therefore allege, that Defendants ALRB and
9 its members dispute that Labor Code § 1164 violates article I, § 7(a) of the California Constitution
10 and amendment XIV, § 1 of the United States Constitution.

11 42. A judicial determination of rights and responsibilities arising from this actual
12 controversy is necessary and appropriate at this time.

13 WHEREFORE, Plaintiffs pray judgment against Defendants as set forth below.

14 **THIRD CAUSE OF ACTION**

15 (Declaratory Relief)

16 (Cal. Const. art. I, §§ 7(a), 7(b); art. IV, § 16; U.S. Const. amend XIV, § 1)

17 43. Plaintiffs incorporate Paragraphs 1-42 as if stated in full.

18 44. Plaintiffs seek a declaration that Labor Code § 1164, *et seq.*, violates the California
19 Constitution, article I, §§ 7(a), 7(b) and article IV, § 16 and the United States Constitution,
20 amendment XIV, § 1 which prohibit the state from depriving them of the equal protection of the
21 law.

22 45. Labor Code § 1164, *et seq.*, deprives Plaintiffs and/or their members of the right to
23 voluntarily bargain for acceptable terms and conditions of employment. It is the public policy of
24 the State of California that employers and employees have this right. *See* Labor Code § 923. Labor
25 Code § 1164, *et seq.*, segregates farmers with unionized workforces into a separate class and
26 imposes a procedure that irrationally and arbitrarily nullifies Plaintiffs' and/or their members' and
27 their workers' right to reach voluntary agreements. In doing so, § 1164 violates the equal

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1 protection guarantees of the California and United States Constitutions and constitutes a special
2 statute in violation of article IV, § 16 of the California Constitution.

3 46. An actual and justiciable controversy exists between the parties concerning the
4 constitutionality of Labor Code § 1164. Plaintiffs contend that § 1164's forced contract procedure
5 violates the equal protection guarantees of the California and United States Constitutions and
6 constitutes a special statute in violation of article IV, §16 of the California Constitution.

7 47. Plaintiffs are informed and believe, and therefore allege, that Defendants ALRB and
8 its members dispute that Labor Code § 1164 violates the equal protection guarantees of the
9 California and United States Constitutions and constitutes a special statute in violation of article
10 IV, § 16 of the California Constitution.

11 48. A judicial determination of rights and responsibilities arising from this actual
12 controversy is necessary and appropriate at this time.

13 WHEREFORE, Plaintiffs pray judgment against Defendants as set forth below.

14 **FOURTH CAUSE OF ACTION**

15 (Declaratory Relief)

16 (Cal. Const. art. IV, § 1)

17 49. Plaintiffs incorporate Paragraphs 1-48 as if stated in full.

18 50. Plaintiffs seek a declaration that Labor Code § 1164, *et seq.*, violates the California
19 Constitution, article IV, § 1, because it delegates legislative power to a state agency, the ALRB,
20 and its "mediator," with no standards for exercising such power.

21 51. Labor Code § 1164, *et seq.*, allows the ALRB, through a state-appointed, private
22 "mediator," to impose wage rates and other terms and conditions of employment on Plaintiffs and
23 Plaintiffs' members and their employees.

24 52. The language of the statute grants the ALRB and its so-called "mediator" a roving
25 commission to resolve "all of the issues between the parties [to] establish[] the final terms of a
26 collective bargaining agreement." Labor Code § 1164(d). The statute contains no general or
27 specific guidelines directing or constraining this grant of power and no standard can be inferred
28 from the language of the statute.

1 53. By delegating unrestrained legislative power to the ALRB and its “mediator,”
2 § 1164 violates article IV, § 1 of the California Constitution.

3 54. An actual and justiciable controversy exists between the parties concerning the
4 constitutionality of Labor Code § 1164. Plaintiffs contend that § 1164’s forced contract procedure
5 violates article IV, § 1 of the California Constitution.

6 55. Plaintiffs are informed and believe, and therefore allege, that Defendants ALRB and
7 its members dispute that Labor Code § 1164 violates article IV, § 1 of the California Constitution.

8 56. A judicial determination of rights and responsibilities arising from this actual
9 controversy is necessary and appropriate at this time.

10 WHEREFORE, Plaintiffs pray judgment against Defendants as set forth below.

11 **FIFTH CAUSE OF ACTION**

12 (Declaratory Relief)

13 (Cal. Const. art. VI, § 1)

14 57. Plaintiffs incorporate Paragraphs 1-56 as if stated in full.

15 58. Plaintiffs seek a declaration that Labor Code § 1164, *et seq.*, violates the California
16 Constitution, article VI, § 1 because it delegates unchecked judicial power to a state agency, the
17 ALRB, and its “mediator.”

18 59. Labor Code § 1164, *et seq.*, allows the ALRB, through a state-appointed, private
19 so-called “mediator,” to impose wage rates and other terms and conditions of employment on
20 Plaintiffs and Plaintiffs’ members and their employees. The terms imposed are remedial and final.
21 They are subject to no meaningful judicial review of the evidence.

22 60. Section 1164 vests the primary judicial power in the ALRB and its chosen, state-
23 appointed, private so-called “mediator.”

24 61. By giving the ALRB and its “mediator” power to impose binding, final orders on
25 Plaintiffs and/or their members with no prospect for judicial review of the substance of those
26 orders, § 1164 violates article VI, § 1 of the California Constitution.

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1 68. Alternatively, § 1164 combines the core powers of the state—law-making,
2 adjudication, and enforcement—in the hands of the ALRB in violation of article III, § 3; article IV,
3 § 1; article V, § 1; and article VI, § 1, of the California Constitution.

4 69. An actual and justiciable controversy exists between the parties concerning the
5 constitutionality of Labor Code § 1164. Plaintiffs contend that § 1164’s forced contract procedure
6 violates article III, § 3; article IV, § 1; article V, § 1; and article VI, § 1 of the California
7 Constitution. In addition, Plaintiffs contend § 1164 directs the ALRB to engage in ultra vires acts
8 in violation of the California Constitution.

9 70. Plaintiffs are informed and believe, and therefore allege, that Defendants ALRB and
10 its members dispute that Labor Code § 1164 violates article III, § 3; article IV, § 1; article V, § 1;
11 and article VI, § 1 of the California Constitution. In addition, Plaintiffs are informed and believe
12 and therefore allege, that Defendants ALRB and its members dispute that Labor Code § 1164
13 directs them to engage in ultra vires acts in violation of the California Constitution.

14 71. A judicial determination of rights and responsibilities arising from this actual
15 controversy is necessary and appropriate at this time.

16 WHEREFORE, Plaintiffs pray judgment against Defendants as set forth below.

17 **SEVENTH CAUSE OF ACTION**

18 (Declaratory Relief)

19 (Cal. Const. art. I, § 16)

20 72. Plaintiffs incorporate Paragraphs 1-71 as if stated in full.

21 73. Plaintiffs seek a declaration that Labor Code § 1164, *et seq.*, violates the California
22 Constitution, article I, § 16 because it deprives Plaintiffs and/or their members of the right to a jury
23 trial.

24 74. Section 1164 establishes a scheme whereby the ALRB, through a so-called
25 “mediator,” will decide the rights of Plaintiffs and/or their members and issue final orders binding
26 on Plaintiffs and their employees. The ALRB’s order will direct Plaintiffs to pay money and other
27 remuneration to their employees—compensation, in the nature of damages, which will not be the
28 product of voluntary negotiation.

1 it would be extremely difficult to determine what pecuniary relief would be adequate. Therefore,
2 injunctive relief is proper.

3 WHEREFORE, Plaintiffs pray judgment against Defendants as set forth below.

4 **PRAYER FOR RELIEF**

5 Based upon the above allegations, Plaintiffs ask the Court enter judgment against
6 Defendants as follows:

7 1. a declaration that Labor Code § 1164, *et seq.*, violates the following constitutional
8 provisions and is therefore null and void:

9 a. California Constitution:

- 10 i. article I, § 1;
- 11 ii. article I, § 7(a);
- 12 iii. article I, § 7(b);
- 13 iv. article I, § 16;
- 14 v. article III, § 3;
- 15 vi. article IV, § 1;
- 16 vii. article IV, § 16;
- 17 viii. article V, § 1;
- 18 ix. article VI, § 1;

19 b. United States Constitution:

- 20 i. Amendment XIV, § 1;

- 21 2. that Defendants be enjoined from enforcing Labor Code § 1164, *et seq.*;
- 22 3. for costs of suit;
- 23 4. for reasonable attorney fees; and
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PACIFIC LEGAL FOUNDATION
10360 Old Placerville Road, Suite 100
Sacramento, CA 95827
(916) 362-2833 FAX (916) 362-2932

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5. for all other further relief the Court finds just and proper.

DATED: February 24, 2003.

Respectfully submitted,

M. DAVID STIRLING
JOHN H. FINDLEY
ARTHUR B. MARK, III

By _____
ARTHUR B. MARK, III

Attorneys for Plaintiffs