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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF LOS ANGELES**

11 **JOSIF KAHRAMAN and ANI KAHRAMAN**

12 Plaintiffs,

13 vs.

14 **ENGINEERS & ARCHITECTS**  
ASSOCIATION/LOS ANGELES, a labor union;  
15 LARRY ROLON, an individual; SHARON  
JOHNSON, an individual; ZACHARY DE  
16 CORSE, an individual; and DOES 1 through 10,  
inclusive,

17 Defendants.  
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Case No: BC 483941

[Assigned to the Honorable Robert L. Hess -  
Department 24]

**SECOND AMENDED COMPLAINT FOR  
DAMAGES**

1. **RETALIATION FOR  
WHISTLEBLOWING  
(Cal. Gov. Code § 1102.5)**
2. **WRONGFUL TERMINATION IN  
VIOLATION OF PUBLIC POLICY**
3. **BREACH OF CONTRACT**
4. **DEFAMATION**
5. **MALICIOUS PROSECUTION**
6. **INTENTIONAL INFLICTION OF  
EMOTIONAL DISTRESS**

**JURY TRIAL DEMANDED**

1 **INTRODUCTION**

2 Plaintiffs Josif Kahraman and Ani Kahraman bring this action against Defendants for: general,  
3 compensatory, and statutory damages; equitable relief; costs; attorneys' fees; and other appropriate and  
4 just relief resulting from Defendants' unlawful conduct, and as grounds therefore allege:

5 **THE PARTIES**

6 1. Plaintiff Josif Kahraman ("Mr. Kahraman") is a 52-year-old man residing within the  
7 County of Los Angeles, State of California.

8 2. Plaintiff Ani Kahraman ("Ms. Kahraman") is a 32-year-old woman residing within the  
9 County of Los Angeles, State of California.

10 3. Defendant Engineers & Architects Association Los Angeles ("EAA") is a labor union  
11 registered in Los Angeles County, California, whose principal place of business is also in Los Angeles  
12 County, California. On information and belief, EAA represents approximately 4,800 employees of the  
13 City of Los Angeles.

14 4. Defendant Larry Rolon ("Rolon") is an individual, who, on information and belief,  
15 resides in Orange County, California. The events described herein all took place in Los Angeles County.  
16 At all relevant times, Rolon was President of the seven-member Board of Governors ("Board") of the  
17 EAA, and an employee of the City of Los Angeles.

18 5. Defendant Sharon Johnson ("Johnson") is an individual, who, on information and belief,  
19 resides in Los Angeles County, California. At all relevant times, Johnson was a member of the Board of  
20 Governors of the EAA, and an employee of the City of Los Angeles.

21 6. Defendant Zachary De Corse ("De Corse") is an individual, who, on information and  
22 belief, resides in Los Angeles County, California. At all relevant times, De Corse was Communications  
23 Secretary for EAA and an employee and agent of EAA.

24 7. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as DOES  
25 1 through 10, inclusive, and therefore sues these Defendants by such fictitious names and capacities.  
26 Plaintiff is informed and believes and thereon alleges, that each fictitiously named Defendant is  
27 responsible in some manner for the events herein alleged and that the injuries to Plaintiff herein alleged  
28 were proximately caused by the conduct of such Defendants.

1 8. Whenever and wherever reference is made in this complaint to any conduct by  
2 Defendants, including DOE Defendants, such allegations and references shall also be deemed to mean  
3 the conduct of each of the Defendants, acting individually, jointly and severally.

4 9. Whenever and wherever reference is made to individuals or DOES who are not named as  
5 defendants in this Complaint, but who were employees/agents of Defendants during some or all of the  
6 relevant time period, such individuals at all relevant times acted on behalf of Defendants or respective  
7 DOES within the scope of their respective employments/agencies.

8 **FACTUAL ALLEGATIONS**

9 10. Mr. Kahraman holds a Bachelor's degree from George Washington University, and has  
10 taken further course work in Education, Information Technology, Labor Contract Negotiations and  
11 Labor Arbitration. Prior to working for EAA, Mr. Kahraman held paid leadership and staff positions in  
12 the Washington-Baltimore Newspaper Guild, Service Employees International Union Local 1000,  
13 California Nurses Association, American Federation of State County and Municipal Employees  
14 (AFSCME) International Union, and the Washington, D.C. Metro Labor Council, AFL-CIO.

15 11. Mr. Kahraman was hired by EAA to be its Executive Director in August 2010. Mr.  
16 Kahraman's employment contract provided that he would "have all authority, under the direction of the  
17 Board, to conduct the business of EAA in connection with the goals established above, as well as all  
18 other regular ongoing business of the Union." Mr. Kahraman's job description, according to the  
19 employment contract, included building "an organizational structure for purposes of institutional self-  
20 defense, member communications and related goals", ensuring "an adequate complement of trained  
21 representatives and other staff", managing EAA's "day-to-day operations and programs", and serving as  
22 "the lead or leading member of the negotiating team, as appropriate", among many other tasks. The term  
23 of the contract was for one year, from August 6, 2010 to August 5, 2011. A true and correct copy of the  
24 employment contract between EAA and Mr. Kahraman (hereinafter, "employment contract"), is attached  
25 hereto as **Exhibit A**.

26 12. Consistent with his duties as required by the employment contract, EAA Constitution,  
27 EAA By-laws, and EAA Policies, Mr. Kahraman played a leadership role in negotiations between the  
28 EAA and the City for a new Memorandum of Understanding (also known as a "Collective Bargaining

1 Agreement”). Under Kahraman’s leadership, these negotiations were going well for EAA and its  
2 members, considering the overall City of Los Angeles pessimistic budget outlook.

3 13. In 2011, the EAA Board became aware that an EAA staff person, local representative  
4 Richard Sanchez (“Mr. Sanchez”), was supportive of the Republican Party. Mr. Sanchez informed De  
5 Corse that he had once been a Democrat, but subsequently became a Republican. De Corse responded  
6 by telling Mr. Sanchez that he was “not entitled to [his] own political opinion” as long as he worked as a  
7 union representative, or words to that effect.

8 14. De Corse in turn informed some members of the EAA Board of Mr. Sanchez’ Republican  
9 Party affiliation. This angered some members of the Board, especially those who identified strongly as  
10 Democrats. De Corse and then-Governors Rolon and Isaac Maya approached Mr. Kahraman and  
11 demanded that he terminate Mr. Sanchez for his pro-Republican Party political views. Mr. Kahraman  
12 refused to terminate Mr. Sanchez, because such a termination would violate Labor Code §§ 1101-1102,  
13 which prohibit California employers from influencing the political affiliation of their employees. Mr.  
14 Kahraman’s opposition to terminating Mr. Sanchez and refusal to do so, was a motivating factor in the  
15 EAA Board’s decision to terminate Mr. Kahraman shortly thereafter.

16 15. In 2011, Mr. Kahraman opposed another instance of unlawful activity. Defendant Rolon  
17 frequently submitted requests to Mr. Kahraman for disbursements from EAA when Rolon used vacation  
18 time from his job at Los Angeles World Airports for EAA business. Mr. Kahraman insisted that the  
19 disbursements also be authorized by the EAA Board, as required by the EAA By-Laws. Mr. Kahraman’s  
20 opposition to disbursements to Rolon that were not approved by the EAA board angered Rolon, who  
21 proceeded to obtain the funds without Board approval. This constituted a misappropriation of funds in  
22 violation of Penal Code § 484. Mr. Kahraman’s opposition to this practice was a motivating factor of  
23 Rolon’s campaign to terminate Mr. Kahraman, which began shortly thereafter.

24 16. By 2011, EAA staff Angel Calvo and Sandra Valenti had accumulated considerable  
25 vacation time over many years of employment with EAA. When Mr. Calvo and Ms. Valenti approached  
26 Mr. Kahraman, their supervisor, seeking a settlement of their outstanding vacation time, Mr. Kahraman  
27 relayed their concerns to the EAA Board. The Board proposed, and Mr. Kahraman objected to, paying  
28 the employees for their unused vacation time at a discounted rate of approximately 50% of their regular

1 rate of pay, which would have been a clear violation of Labor Code § 227.3. Mr. Kahraman advocated  
2 that the EAA Board settle the outstanding vacation pay in accordance with Labor Code § 227.3 and not  
3 offer a discounted rate of pay for the employees' unused vacation time as this would be a violation of the  
4 law.<sup>1</sup> One member of the EAA Board, Rolon, subsequently organized a vote of "no confidence" among  
5 EAA Board members regarding Mr. Kahraman's performance as Executive Director of EAA on or about  
6 April 11, 2011. This vote of "no confidence" was at least partially in response to Mr. Kahraman's  
7 advocacy in favor of EAA employees for their accumulated vacation time. While Mr. Kahraman  
8 survived the vote of "no confidence," his refusal to participate in, and opposition to, the unlawful  
9 deprivation of EAA employees' full vested vacation time was a motivating factor in EAA's subsequent  
10 decision to terminate Mr. Kahraman.

11 17. Mr. Kahraman was also involved with negotiations to consider institutionalizing a trial  
12 affiliation by EAA with the American Federation of Teachers union ("AFT"). EAA had entered into a  
13 trial affiliation with AFT in 2010 to avoid its members being "raided" or decertified by the Service  
14 Employees International Union. EAA's negotiations with AFT were led by Attorney Jeffrey Boxer, who  
15 repeatedly accepted panel attorney work from the California Federation of Teachers ("CFT"), an AFT  
16 affiliate. In other words, Boxer had loyalties to, and financial interests in, both AFT and EAA, even  
17 though the two unions were involved in arms lengths negotiations regarding a possible permanent  
18 affiliation. The negotiating items included per capita dues payments from EAA to AFT, strike support  
19 from AFT to EAA, and other items in which the two sides had directly contrary interests.

20 18. Over the course of the negotiations between EAA and AFT, it became clear that Mr.  
21 Boxer could not vigorously represent EAA while he continued to have loyalties to AFT. Mr. Boxer  
22 negotiated an affiliation agreement that Mr. Kahraman believed would have left EAA bankrupt within 2  
23 years, due to the exorbitant per capita dues charged by AFT, with no corresponding subsidy from AFT or  
24 authority for EAA to raise its members' dues.

25 19. Mr. Kahraman believed that the proposed affiliation between AFT and EAA would  
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28 <sup>1</sup>See *Wang v. Chinese Daily News, Inc.*, 435 F.Supp.2d 1042, 1047-49 (C.D.Cal. 2006)  
(Under California law, "buy-back" policy of unused vacation must be at the regular rate of pay).

1 violate Government Code Section § 3509 and the duty of fair representation contained therein.<sup>2</sup> In or  
2 about April 2011, Mr. Kahraman made a presentation to the Board of Governors, in which Mr.  
3 Kahraman, after a careful financial analysis, advocated that the permanent affiliation with AFT was not  
4 in EAA's interest. Mr. Kahraman's analysis found that the affiliation would bankrupt EAA within two  
5 years, and would thus leave EAA unable or severely handicapped in its ability to represent union  
6 members against employers.

7 20. On or about April 9, 2011, Mr. Kahraman received a phone call from Lou Nayman, chief  
8 negotiator for the AFT in these negotiations. Mr. Nayman threatened to sue EAA for retroactive per-  
9 capita payments, use AFL-CIO rules to bar EAA from affiliating with any other unions, and "raid" or  
10 decertify EAA bargaining units if Mr. Kahraman did not immediately deliver four votes of the Board of  
11 Governors in favor of permanent affiliation.

12 21. Shocked by this coercive and unlawful threat, Mr. Kahraman called Rolon on the same day  
13 to relay the conversation with Mr. Nayman and suggest going over Mr. Nayman's head to discuss the  
14 threats against EAA with Nayman's boss, AFT International President Randy Weingarten.

15 22. Mr. Kahraman proceeded to call Mr. Nayman and left a voice message indicating that he  
16 would call Ms. Weingarten if Mr. Nayman attempted to follow through on his threats. However, Mr.  
17 Kahraman never actually called Ms. Weingarten.

18 23. Mr. Kahraman then learned through a Board member that a campaign by Mr. Boxer and  
19 Rolon was underway to establish a vote of "no confidence" in Mr. Kahraman on or about April 11, 2011,  
20 ostensibly for allegedly breaking protocol attempting to go over Mr. Nayman's head and contact his  
21 boss, Ms. Weingarten, and other pretextual reasons. One of the true motivations of this campaign to  
22 dislodge Mr. Kahraman was for pecuniary gain by Mr. Boxer and Rolon, and to a lesser extent for them  
23 to curry favor with the AFT, whose takeover of EAA was seen as inevitable by this point.

24 24. This attempted vote of no confidence in Mr. Kahraman was stopped short by Board  
25 members who realized that Kahraman had the best interests of the EAA in mind.

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28 <sup>2</sup> See *Paulsen v. Local No. 856 of Int'l Brotherhood of Teamsters*, 193 Cal. App. 4th 823,  
830-31 (2011) (explaining that Government Code § 3509 imposes a duty of fair representation upon  
California labor unions covered by the Meyers Miliias Brown Act).

1           25.     Despite the failure of the vote of no confidence, which indicated that the EAA board  
2 trusted Mr. Kahraman's leadership of the negotiations, on or about April 29, 2011, Rolon unilaterally  
3 exceeded his authority as President of the Board of Governors and sent an e-mail to the Board, Mr.  
4 Kahraman and the AFT, claiming to take control of EAA's negotiations with the AFT about the possible  
5 permanent affiliation. As one of seven members of the Board of Governors, the EAA constitution and  
6 By-Laws granted Rolon as Board President no extraordinary authority other than to call "emergency  
7 meetings" and be the "principal liaison between the Board and staff" and act as the "official  
8 spokesperson" for the Board. Nothing in the EAA Constitution or By-laws granted Rolon in his capacity  
9 as Board President the authority to reverse a prior Board vote naming Mr. Kahraman as EAA's lead  
10 negotiator in the AFT affiliation talks, much less name himself lead negotiator.

11           26.     On May 4, 2011, a regularly scheduled EAA Board meeting took place. At the Board  
12 meeting Rolon called a "closed session" and asked Board member Sharon Johnson to call security to  
13 eject Mr. Kahraman from the room. Mr. Kahraman left the meeting room voluntarily before Security  
14 arrived. Shortly thereafter, Board members Frank Giles, Aiba Tomines and Jeff Paxton also exited the  
15 meeting room, announcing that they had been suspended from the Board of Governors, for allegedly  
16 disclosing supposedly "confidential" discussions about the proposed AFT affiliation to the very union  
17 members who elected them. This suspension of the three board members took place in violation of the  
18 EAA Constitution and by-laws, since (1) the affiliation discussions were not confidential to begin with;  
19 (2) no evidence was presented against the suspended board members; and (3) the suspended board  
20 members were given no opportunity to respond to the charges against them.

21           27.     Rolon then emerged from the meeting room and told Mr. Kahraman that he was, effective  
22 immediately, placed on administrative leave with pay, and instructed Kahraman to return his keys to the  
23 EAA office and the EAA laptop computer. Mr. Kahraman responded that he had personal information  
24 on the EAA laptop, and would return it after removing those files. Rolon responded that he would "call  
25 the police then."

26           28.     After Rolon and/or Johnson called the police, Rolon falsely and maliciously accused Mr.  
27 Kahraman of stealing the EAA laptop computer even though he knew that Mr. Kahraman intended to  
28 return the laptop to EAA after removing his personal files. When the police arrived, Rolon stated in

1 front of AFT Representative Ramiro Hernandez, Dennis Zimmer, EAA Board member Dewanna Sharpe,  
2 then-EAA Board member Bruce Jett, Defendant Johnson, and Security Guard Oscar Hernandez that Mr.  
3 Kahraman stole the EAA laptop and hid it in the trunk of his car. Rolon made these defamatory  
4 statements despite his knowledge that Mr. Kahraman intended to return the laptop. The police arrived  
5 and tried to determine if Mr. Kahraman had stolen the laptop computer. The police also questioned Mr.  
6 Kahraman's wife, Ms. Kahraman, who had volunteered for EAA. Based on Rolon and Johnson's false,  
7 malicious and defamatory statements, the Los Angeles Police Department officers present arrested both  
8 Mr. Kahraman and Ms. Kahraman based on Rolon and/or Johnson's false allegations of "grand theft"  
9 and Rolon's false allegation that Mr. Kahraman had threatened him. Rolon's true intent was not to  
10 recover any laptop computers, which Mr. Kahraman had already agreed to return. Instead, Rolon sought  
11 to defame, falsely arrest, abuse the criminal process, harass and intimidate Plaintiffs, as evidenced by his  
12 contemporaneous statement to Board member Frank Giles that "don't worry, we will drop the charges  
13 tomorrow."

14 29. Mr. Kahraman and Ms. Kahraman were held in jail for between 8 and 10 hours, and were  
15 released on \$40,000 bail at about 5 A.M. on May 5, 2011, after paying a bond of about \$3,600.

16 30. Mr. Kahraman and Ms. Kahraman were forced to hire a criminal defense attorney at an  
17 expense of \$17,500.

18 31. No criminal charges were filed against Mr. Kahraman or Ms. Kahraman. A Detainment  
19 Letter was subsequently issued by the Los Angeles Police Department.

20 32. On its website, the EAA falsely and maliciously accused Mr. Kahraman of "not exiting  
21 the premises in an orderly and timely fashion" and "refus[ing] to relinquish the EAA laptop" on the  
22 night of May 4, 2011. EAA published this statement despite the knowledge that Mr. Kahraman intended  
23 to return the laptop after he removed his personal files from the computer. The website was viewable by  
24 all city employees, and not just EAA members.

25 33. Subsequent blog posts by then-EAA Communications Secretary and EAA employee  
26 Zachary De Corse falsely and maliciously defamed Mr. Kahraman by accusing him of stealing over  
27 \$20,000 of EAA funds. De Corse was the EAA Communications Secretary and thus, as an agent of  
28 EAA, spoke on behalf of EAA. The blog was titled the "The (Unofficial) EAA Blog" and contained



1 predictions and observations about the EAA Board of Governors’s meeting.

2 34. On or about May 18, 2011, the four members of the EAA Board of Governors who had  
3 not been wrongfully suspended, Rolon, Johnson, Dewanna Sharp and Isaac Maya, voted to change Mr.  
4 Kahraman’s employment status from suspended on administrative leave to terminated, effective May 31,  
5 2011. The fact that Board members Frank Giles, Aida Tomines and Jeff Paxton had been wrongfully  
6 suspended, as set forth above, invalidated the May 18, 2011 termination. Only four of seven Board  
7 members voted to terminate Mr. Kahraman, less than the two-thirds majority required by Section 11 of  
8 the employment contract. Moreover, this meeting was invalid because there was no agenda published  
9 prior to the meeting, as required by the EAA Policies, as adopted by the EAA Board on March 18, 2004.  
10 Because the agenda was unknown, Board members seeking to defend Mr. Kahraman were unable to  
11 prepare for the meeting. Moreover, no minutes were ever produced, violating another requirement for a  
12 duly called and conducted meeting.

13 35. Mr. Kahraman’s termination was a breach of the express terms of his written employment  
14 contract with EAA, since the contract term was from August 6, 2010 to August 5, 2011.<sup>3</sup> Defendants’  
15 wrongful termination of Mr. Kahraman before the end of his contract breached the contractual  
16 relationship.

17 36. As a result of Defendants’ conduct, Mr. Kahraman has suffered emotional distress and  
18 injuries including, but not limited to, loss of sleep, loss of friendships, social stigmatization and  
19 isolation, depression and anxiety.

20 37. As a result of Defendants’ conduct of defaming Plaintiffs, wrongfully terminating Mr.  
21 Kahraman, and maliciously prosecuting Plaintiffs, Mrs. Kahraman has suffered emotional distress and  
22 injuries including, but not limited to, loss of sleep, loss of friendships, social stigmatization and  
23 isolation, depression and anxiety.

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25 <sup>3</sup>“While an at-will employee may be terminated for no reason, or for an arbitrary or irrational  
26 reason, there can be no right to terminate for an unlawful reason or a purpose that contravenes  
27 fundamental public policy.” *Gantt v. Sentry Ins.* 1 Cal. 4th 1083, 1094 (overruled on other grounds  
28 in *Green v. Ralee Eng. Co* 19 Cal. 4th 66, 80 (1998). The employee’s remedy in such cases is not  
merely an action for breach of the employment contract but also a common law tort action for  
wrongful discharge. “[A] wrongful action in the course of a contractual relationship may afford both  
tort and contractual relief . . .” *Tameny v. Atlantic Richfield Co.* 27 Cal. 3d 167, 176 (1980).

1 38. Mr. and Mrs. Kahraman have suffered emotional distress as a result of the incidents  
2 described herein. Defendants' outrageous actions harmed Plaintiffs' reputations and imputed upon them  
3 a character of dishonesty and theft.

4 39. In June or July 2011, EAA members initiated a recall petition to remove Rolon and  
5 Johnson from their positions on the Board of Governors. The Board rejected the original petition signed  
6 by over 600 EAA members, based on a procedural matter. The members then began collecting new  
7 signatures, and submitted the signatures to force a vote on the recall of Johnson and Rolon. In the face  
8 of the members' overwhelming lack of confidence in Johnson and Rolon, Johnson and Rolon resigned  
9 days before the recall vote was scheduled to take place.

10 **First Cause of Action**

11 **RETALIATION FOR WHISTLEBLOWING**

12 **(Violation of Cal. Labor Code § 1102.5)**

13 (Mr. Kahraman against EAA)

14 40. Plaintiff realleges and incorporates by reference each and every allegation contained in  
15 paragraphs 1 through 39 as though fully set forth herein.

16 41. Mr. Kahraman opposed and refused to participate in the proposed termination of Mr.  
17 Sanchez for his Republican Party sentiments. Any such termination would have violated Labor Code §§  
18 1101-1102 as described more fully above.

19 42. Mr. Kahraman also opposed and refused to participate in the theft of EAA funds by  
20 Defendant Rolon. Such theft violated Penal Code § 484, as described more fully above.

21 43. Mr. Kahraman also opposed and refused to participate in the EAA Board's efforts to pay  
22 EAA employees only half of the required amount for their unused vacation time, which would have  
23 resulted in a violation of Labor Code § 227.3 upon the cessation of those employees' employment and  
24 was a violation of case law.

25 44. Defendants retaliated against Mr. Kahraman by, *inter alia*, ejecting him from the Board  
26 meeting on May 4, 2011, calling the police on him, and terminating him.

27 45. As the direct and legal result of Defendants' retaliation, Plaintiff has suffered and will  
28 continue to suffer reasonable, foreseeable and ascertainable damages, including but not limited to, loss

1 of earnings and other employment benefits, unfair discriminatory working conditions, emotional distress,  
2 and attorney's fees and costs.

3 46. The conduct of Defendant and/or its agents/employees, as described herein, was  
4 malicious and oppressive and done with a willful and conscious disregard for Plaintiff's rights entitling  
5 Plaintiff to an award of punitive damages from Defendant.

6 **Second Cause of Action**

7 **WRONGFUL TERMINATION**

8 **IN VIOLATION OF PUBLIC POLICY**

9 (Mr. Kahraman against EAA)

10 47. Plaintiff realleges and incorporates by reference each and every allegation contained in  
11 paragraphs 1 through 46 as though fully set forth herein.

12 48. Defendants terminated Mr. Kahraman for his opposition to, and refusal to participate in,  
13 the violation of Labor Code §§ 1101-1102, Penal Code § 484, Gov. Code § 3509, and Labor Code §  
14 227.3 as described more fully above. Alternatively, Mr. Kahraman opposed and refused to participate in  
15 conduct which he reasonably believed would violate Labor Code §§ 1101-1102, Penal Code § 484, Gov.  
16 Code § 3509, and Labor Code § 227.3. At a minimum, Mr. Kahraman had a reasonable belief that EAA  
17 violated the aforementioned statutes and EAA terminated him as a result, in violation of public policy.

18 49. As the direct and legal result of Defendants' termination, Plaintiff has suffered and will  
19 continue to suffer reasonable, foreseeable and ascertainable damages, including but not limited to, loss  
20 of earnings and other employment benefits, unfair discriminatory working conditions, emotional distress,  
21 and attorney's fees and costs.

22 50. The conduct of Defendant and/or its agents/employees, as described herein, was  
23 malicious and oppressive and done with a willful and conscious disregard for Plaintiff's rights entitling  
24 Plaintiff to an award of punitive damages from Defendant.

25 **Third Cause of Action**

26 **BREACH OF CONTRACT**

27 (Mr. Kahraman against EAA)

28 51. Plaintiff realleges and incorporates by reference each and every allegation contained in

1 paragraphs 1 through 50 as though fully set forth herein.

2 52. Defendant EAA breached the express terms of the agreement, a signed contract governing  
3 Mr. Kahraman's employment. Prior to the end of the term of the contract, EAA wrongfully terminated  
4 Mr. Kahraman which was a breach of the contract between EAA and Mr. Kahraman.

5 53. The agreement provides that "[t]his contract for Executive Director Josif Kahraman shall  
6 be in effect for one year, from August 6, 2010 until August 5, 2011."

7 54. Plaintiff substantially performed all of his obligations under the Agreement and/or was  
8 ready, willing and able to perform each of his obligations under the Agreement when such obligations  
9 became due and to the extent that he was prevented from doing so based on circumstances beyond his  
10 control. Exhibit A, Section 4.

11 55. As the direct and legal result of Defendant's breach, Plaintiff has suffered and will  
12 continue to suffer reasonable, foreseeable and ascertainable damages, including but not limited to, loss  
13 of earnings and other employment benefits, unfair discriminatory working conditions, emotional distress,  
14 and attorney's fees and costs.

15 **Fourth Cause of Action**

16 **DEFAMATION**

17 (Mr. Kahraman and Ms. Kahraman Against All Defendants)

18 56. Plaintiffs reallege and incorporate by reference each and every allegation contained in  
19 paragraphs 1 through 55 as though fully set forth herein.

20 57. As described more fully above, Defendants made false, malicious statements, both  
21 verbally and in writing, that third parties understood to be about Plaintiffs. These statements included,  
22 among others, falsely accusing Plaintiffs of stealing a laptop computer and falsely accusing Mr.  
23 Kahraman of stealing over \$20,000 from EAA. These are false statements of fact.

24 58. These statements of fact, which Defendants knew were false, or had serious doubts as to  
25 their veracity, damaged Plaintiffs' reputations, and discouraged others from associating with Plaintiffs.

26 59. The accusation made by Rolon that Plaintiffs stole the EAA laptop was a false statement  
27 and was made in reckless disregard for the truth. Rolon knew that Plaintiffs intended to return the  
28 laptop. Accusing them of theft of the laptop was defamatory and harmed their reputation. Rolon stated

1 in front of AFT Representative Ramiro Hernandez, Dennis Zimmer, EAA Board member Dewanna  
2 Sharpe, then-EAA Board member Bruce Jett, Defendant Johnson, and Security Guard Oscar Hernandez  
3 that Plaintiffs stole the EAA laptop. Contemporaneously, Rolon told Board member Frank Giles “don’t  
4 worry, we will drop the charges tomorrow.”

5 60. On the EAA website, Defendants falsely accused Mr. Kahraman of stealing the EAA  
6 laptop and refusing to exit the premises. Rolon knew that Mr. Kahraman intended to return the laptop  
7 and thus, falsely defamed Mr. Kahraman by claiming that he stole the laptop. This false statement of  
8 fact has the immediate effect of harming Mr. Kahraman’s reputation.

9 61. Then-EAA Communications Secretary and EAA employee De Corse posted a false  
10 statement on a blog titled “The Unofficial EAA blog” that Mr. Kahraman stole over \$20,000 in EAA  
11 funds. De Corse was an agent and employee of EAA as their Communications Secretary.

12 62. As the direct and legal result of Defendants’ statements, Plaintiffs have suffered and will  
13 continue to suffer reasonable, foreseeable and ascertainable damages, including but not limited to, loss  
14 of earnings and other employment benefits, unfair discriminatory working conditions, emotional distress,  
15 and attorney’s fees and costs.

16 63. The conduct of Defendants and/or their agents/employees, as described herein, was  
17 malicious and oppressive and done with a willful and conscious disregard for Plaintiffs’ rights entitling  
18 Plaintiffs to an award of punitive damages from Defendants.

19 **Fifth Cause of Action**

20 **MALICIOUS PROSECUTION**

21 (Mr. Kahraman and Ms. Kahraman against EAA, Rolon and Johnson)

22 64. Plaintiffs reallege and incorporate by reference each and every allegation contained in  
23 paragraphs 1 through 63 as though fully set forth herein.

24 65. Defendants caused Plaintiffs to be arrested for supposedly stealing a laptop computer.

25 66. Those criminal proceedings ended in Plaintiffs’ favor, with no charges being filed.

26 67. Defendants did not reasonably believe that Plaintiffs had the intent to permanently  
27 deprive EAA of the laptop computer.

28 68. Defendants acted with an improper purpose, to gain leverage over Plaintiffs in an internal

1 labor union disagreement. Rolon even stated that he would not press charges.

2 69. As the direct and legal result of Defendants' conduct, Plaintiffs have suffered and will  
3 continue to suffer reasonable, foreseeable and ascertainable damages, including but not limited to, loss  
4 of earnings and other employment benefits, unfair discriminatory working conditions, emotional distress,  
5 and attorney's fees and costs.

6 70. The conduct of Defendants and/or their agents/employees, as described herein, was  
7 malicious and oppressive and done with a willful and conscious disregard for Plaintiffs' rights entitling  
8 Plaintiffs to an award of punitive damages from Defendants.

9 **Sixth Cause of Action**

10 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

11 (Mr. Kahraman and Ms. Kahraman against all Defendants)

12 71. Plaintiffs reallege and incorporate by reference each and every allegation contained in  
13 paragraphs 1 through 70 as though fully set forth herein.

14 72. Defendants' conduct as described herein was extreme and outrageous. EAA wrongfully  
15 terminated Mr. Kahraman in breach of his employment contract; defamed Plaintiffs by accusing them of  
16 stealing the EAA laptop and accusing Mr. Kahraman of stealing over \$20,000 from EAA; and finally, by  
17 maliciously prosecuting Plaintiffs. This constitutes conduct outside of the normal scope of the  
18 employment relationship and violative of public policy and state law.

19 73. Defendants intended to cause Plaintiffs to suffer severe emotional distress, or at a  
20 minimum, acted with reckless disregard of the probability that Plaintiffs would suffer severe emotional  
21 distress.

22 74. As a direct result of Defendants' conduct, Plaintiffs have and will continue to suffer  
23 severe emotional distress and injuries including, but not limited to, loss of sleep, loss of friendships,  
24 social stigmatization and isolation, depression and anxiety.

25 75. The conduct of Defendants and/or their agents/employees, as described herein, was  
26 malicious, fraudulent, and oppressive and done with a willful and conscious disregard for Plaintiffs'  
27 rights entitling Plaintiffs to an award of punitive damages from Defendants.

28 ///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff requests the following judgment and relief:

- 3 1. Injunctive relief;
- 4 2. That Plaintiff be awarded general, special, consequential and/or incidental damages in
- 5 amounts to be proven at trial;
- 6 3. Punitive damages;
- 7 4. That Plaintiff be awarded costs of suit and interest incurred as provided by law;
- 8 5. A declaratory judgment that the practices complained of herein are unlawful;
- 9 6. For the costs of the suit herein incurred; attorney's fees; prejudgment and post judgment
- 10 interest until paid;
- 11 7. For attorneys' fees and costs related hereto; and
- 12 8. For such other and further relief as this Court may deem just and proper.

13 **JURY TRIAL DEMAND**

14 Plaintiff hereby demands a jury trial on all issues so triable.

15

16 DATED: October 26, 2012

Respectfully submitted,

17 HADSELL STORMER  
18 RICHARDSON & RENICK LLP

19 By   
20 Mary Tanagho Ross  
21 Attorney for Plaintiffs  
22 JOSIF KAHRAMAN & ANI KAHRAMAN  
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24  
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26  
27  
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Exhibit A



**EMPLOYMENT CONTRACT FOR EXECUTIVE DIRECTOR  
OF THE ENGINEERS & ARCHITECTS ASSOCIATION**

This Contract is entered into by and between the Engineers and Architects Association ("EAA") and JOSIF KAHRAMAN ("JOSIF KAHRAMAN" or "Executive Director") to provide for the employment of JOSIF KAHRAMAN as EAA's Executive Director. The EAA Board of Governors is the policy setting body for EAA and will direct the Executive Director's employment. The EAA Board of Governors ("Board" or "Board of Governors") will provide benchmarks and objectives that guide the Executive Director's actions and establish the bases for any performance reviews of the Executive Director.

The Executive Director position within EAA is managerial in nature and is supervised by the Board of Governors. The Executive Director is a position that requires the trust and confidence of EAA's elected officers and the membership. The Executive Director's duties shall be performed with an understanding and appreciation of EAA's core mission as an employee representation organization for public service professional and its democratic structure of governance and accountability. Upon hiring, JOSIF KAHRAMAN shall receive a copy of this Contract.

**1. JOB DESCRIPTION.** This Contract applies to JOSIF KAHRAMAN's performance of the duties outlined in the EAA By-Laws and in the Board of Governors Policy Document, in addition to the following objectives. The Executive Director shall perform the following duties:

- a. To build an organizational structure for purposes of institutional self-defense, member communications and related goals
- b. To ensure an adequate compliment of trained representatives and other staff internal to EAA's structure (with the number of representatives and staff determined by the Board of Governors)
- c. To prepare a proposed annual budget for submission to the Board Finance Committee no later than the close of business on May 27, 2011
- d. Manage EAA's day-to-day operations and programs
- e. Report directly to the President and Board of Governors
- f. Provide consultation and assistance to the elected leaders and members
- g. Attend all meetings of the Board of Governors, as appropriate
- h. Attend all meetings for field staff, including Stewards, as needed
- i. Serve as the lead or leading member of the negotiating team, as appropriate
- j. Manage contract administration and grievance adjudication
- k. Analyze and evaluate the City of Los Angeles budget to support the negotiating team
- l. Membership and leadership development
- m. Internal and external communications
- n. Governmental and political advocacy
- o. Oversee the running of the EAA office, and manage employee matters within perimeters provided by the Board of Governors

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- p. delegate authority to staff to perform duties that the executive Director cannot perform
- q. To perform any other duties assigned by EAA's Board of Governors that is consistent with the Executive Director's management position.

These objectives and the degree of their achievement are intended to serve as performance measures which shall be given primary consideration by the EAA Board of Governors when deciding to renew or extend the contract of the Executive Director. It is agreed that the principle function of the performance review is to improve the quality of representational activities over which the Executive Director has responsibility. The process should promote professionalism, enhance performance and be effective in yielding a useful and substantive assessment of performance.

**Basic Standards and Criteria for Performance Review:**

- a. Maintains currency in different areas of job responsibilities.
- b. Communicates clearly, correctly and effectively, both orally and in writing.
- c. Follows legal guidelines in assuring that EAA adheres to its duty of fair representation.
- d. Is sensitive to and understanding of the diversity of the membership.
- e. Makes self available to the membership.
- f. Demonstrates evidence of participation in applicable representational bodies.
- g. Demonstrates evidence of participation in professional growth and development activities.
- h. Works cooperatively and effectively with others.
- i. Meets obligations on time, e.g., agency fee notices, elections notices, etc.
- j. Fosters an office environment which is free from harassment, prejudice or bias.
- k. Provides effective supervision of other office staff.

2. **FULL TIME.** JOSIF KAHRAMAN shall devote full time, in the usual sense of that term, to the duties of the Executive Director. Because of the nature of the position and fluctuations in work load, the Parties agree that it is impossible to strictly define a "work day" or "work week." JOSIF KAHRAMAN shall be available to work evenings and weekends as work load dictates.

As a professional manager, JOSIF KAHRAMAN shall exercise initiative and good judgment in adjusting his working days and hours for hours worked beyond a 40 hour week. Adjustments, such as coming in late or leaving early, are permissible provided that such adjustment does not unreasonably interfere with the proper performance of his duties. JOSIF KAHRAMAN shall coordinate his work schedule with the Board President to ensure that EAA's needs are met.

The Parties agree that JOSIF KAHRAMAN is exempt from overtime compensation requirements of the Federal Fair Labor Standards Act, due to the professional administrative and executive capacities in which he is required to perform his duties.

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**3. AUTHORITY.** JOSIF KAHRAMAN shall have all authority, under the direction of the Board, to conduct the business of EAA in connection with the goals established above, as well as all other regular ongoing business of the Union. This will include, but not be limited to, determining all EAA work schedules and assignments, review of subordinate employee performance, appropriate discipline as necessary, and like authorities required to maintain EAA as an organization. JOSIF KAHRAMAN will not, absent an emergency situation, terminate any employee without consulting with and adhering to any guidelines for employee retention promulgated by the Board of Governors.

- a. JOSIF KAHRAMAN shall submit a proposed annual budget at least sixty (60) days prior to the end of each fiscal year for review and approval by the Board. Once approved by the Board, JOSIF KAHRAMAN shall have the authority to expend these funds. Any expenditure not referenced in the adopted budget or in this Agreement must be approved by the Board on an item by item basis.
- b. JOSIF KAHRAMAN shall furnish any information and reports requested by the Board to them at a minimum of one meeting per month. These reports are a standard item on the Board's meeting agenda.

**4. TERM.** This contract for Executive Director JOSIF KAHRAMAN shall be in effect for one year, from August 6, 2010 until August 5, 2011, inclusive, with an option to renew. In the event that the Board of Governors fails to act in a timely manner, the contract shall renew on a month to month basis until such time as the Board of Governors acts.

- a. The probationary period for the Executive Director shall be the first six months of service, with formal reviews by the Board of Governors after three and five months of service.

**5. COMPENSATION**

**Base Salary.** Base salary is hereby established as \$135,000 annually. This salary is subject to adjustment in accordance with, and contemporaneous with, any increase in cost-of-living adjustments incorporated into the salary schedules of Memoranda of Understanding between the City of Los Angeles and EAA during the term of this Contract.

**6. FRINGE BENEFITS**

**a. Health Care Coverage.** EAA shall contribute a monthly sum not to exceed \$1,061 for health insurance, commencing with the first month of employment. This amount shall be adjusted to maintain parity with the City of Los Angeles Kaiser Permanente Employee + Family Subsidy for the term of this Contract. The payment of this sum shall be made directly to the health plan or medical care provider designated by JOSIF KAHRAMAN, or to JOSIF KAHRAMAN directly provided that JOSIF KAHRAMAN furnishes documentation of appropriate health care coverage.

**b. Dental Care.** EAA shall contribute a monthly sum not to exceed \$50 to cover the cost of dental care coverage, commencing with the first month of employment. This amount shall be adjusted to maintain parity with the maximum City of Los Angeles Employee Dental Care

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SL Board President

Subsidy for the term of this Contract. Payment shall be made directly to the dental care plan or provider designated by JOSIF KAHRAMAN, or to JOSIF KAHRAMAN directly provided that JOSIF KAHRAMAN furnishes documentation of dental care coverage.

c. **Retirement.** EAA shall contribute thirteen percent (13 %) of JOSIF KAHRAMAN's annual salary to the qualified SEP-IRA which EAA maintains for its employees.

d. **Vacation.** JOSIF KAHRAMAN shall be entitled to fifteen (15) vacation days per year with a maximum accrual of two years [thirty (30) days] entitlement.

e. **Sick Leave.** JOSIF KAHRAMAN shall be entitled to twelve (12) sick days per year with a maximum accrual of two years [twenty four (24) days] entitlement. Sick leave in excess of five (5) consecutive working days shall only be authorized if documented by a doctor's certificate or other suitable and satisfactory proof showing the fact of the illness and the necessity for the absence.

f. **Section 401(k) Non-Contributory Plan.** EAA offers its employees a Section 401(k) Plan. JOSIF KAHRAMAN may participate in this Plan up to the limits permitted by the Internal Revenue Code and other applicable tax regulations.

g. **Holidays.** Holidays are accordance with Board Policy and are listed in the Employee Manual.

7. **STATUTORY BENEFITS.** EAA shall provide Social Security, Worker Compensation Insurance, Disability Insurance, and all other benefits as required by law. EAA shall pay the full employer's share of such statutory benefits.

8. **MAINTENANCE OF AUTOMOBILE AND PARKING.** JOSIF KAHRAMAN shall maintain an automobile in fulfilling his / her duties for EAA. EAA shall provide a monthly automobile allowance of \$300 and shall provide parking at no cost to JOSIF KAHRAMAN for his/her automobile in close proximity to the EAA office. EAA shall at all times maintain comprehensive liability coverage on the vehicle in the amounts of not less than \$500,000 per person, \$750,000 per occurrence, and property damage liability in the amount of \$100,000 for each occurrence.

9. **Miscellaneous Expenses.** EAA, subject to Board approval, shall reimburse JOSIF KAHRAMAN for reasonable expenses incurred in conducting EAA business, including mileage for work-related assignments or training.. Documentation of such expenses shall be submitted by JOSIF KAHRAMAN to the Board and shall be subject to audit at the Board's discretion. Reimbursement for mileage shall be in cents per mile equivalent to the annual standard car mileage allowance as determined by the Internal Revenue Service (IRS), and shall be adjusted annually to remain equivalent to the IRS standard.

JOSIF KAHRAMAN will submit all receipts, vouchers, and requests in an expense file, maintained for the benefit of the Executive Director, for justification to the Internal Revenue

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Service and State Franchise Tax Board. Expenses shall generally be reimbursed within two (2) weeks of submission.

- a. EAA will provide an organization issued credit card to the Executive Director for work-related and appropriate purposes. Misuse of this privilege is cause for immediate termination under Section 7 of this Agreement.
- b. The Board recognizes that the Executive Director requires standing approval for meals and beverage for work-related purposes. The Board will review the use of this privilege of appropriate usage.
- c. EAA will provide the Executive Director with an appropriate cellular telephone with data/internet capability for work purposes. EAA will pay for this cellular telephone, and the appropriate comprehensive usage plan, throughout the Executive Director's tenure with EAA. The right to the cellular telephone number upon termination or separation belongs to EAA.

EAA recognizes the risks of relocation to assume this position and seeks to mitigate this risk by offering up to \$5000.00 relocation expenses submitted with receipts and vouchers to the Board of Governors.

**10. CONFERENCES AND OVERNIGHT TRAVEL.** JOSIF KAHRAMAN shall attend such conferences, conventions, seminars, or workshops as the Board of Governors may authorize. JOSIF KAHRAMAN shall be reimbursed for all reasonable travel and lodging expenses for those activities as per the applicable Board Policy.

**11. Termination of Employment.** JOSIF KAHRAMAN may terminate this Contract upon sixty (60) days written notice given to the Board; and the Board may, by a vote of two-thirds (2/3) of the entire Board, terminate this Contract. Such vote must be held at a meeting of the Board which is duly called and conducted. JOSIF KAHRAMAN hereby agrees that he / she shall return all books, records and other property of EAA to EAA immediately upon the termination of this Agreement by EAA or otherwise at the Board of Governors' direction.

**12. Separation Pay.**

EAA Board of Governors recognizes the risks inherent in assuming an executive position and seeks to mitigate this risk through a prudent severance agreement. If JOSIF KAHRAMAN is removed by the Board within the first six months of employment (i.e., the probationary period), the departing Executive Director will be paid his / her salary benefits equal to one month's compensation upon the last day of service. If separation by Board action occurs after the probationary period, JOSIF KAHRAMAN will be paid his salary benefits equal to two (2) months' compensation upon the last day of service.

In the event that the Board or JOSIF KAHRAMAN exercises the right, established above, to terminate this Contract, JOSIF KAHRAMAN shall be entitled to payment for any accrued Vacation days at the time of termination. Payment for unused vacation days shall be calculated on a "pro-rata" basis from annual salary at the time of termination, based upon 260 working days in a year. Payment for unused vacation days shall not exceed the amount equivalent to thirty (30)

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days pay. EAA's Board shall maintain a policy for paying out the value of any vacation days accrued in excess of the maximum permitted.

**13. Successors and Assigns.** In the event that EAA is merged with, or acquired by, another entity, that entity shall be responsible for compliance with this Contract.

**14. Liquidated Damages.** In the event of a de-certification that causes EAA to lose over forty-five per cent (45%) of its members or a hostile takeover, either the Executive Director or EAA's Board may invoke this provision. JOSIF KAHRAMAN will be paid liquidated damages in the amount of his salary benefits equal to five (5) months' compensation upon the last day of service. If this liquidated damages provision is exercised, no other severance under this contract is due.

**15. Savings Clause.** If any provision of this Contract is found to be in conflict with any City, State or Federal Law, JOSIF KAHRAMAN and the Board hereby agree to meet promptly, and as often as necessary, to expeditiously renegotiate any such provision(s). All other terms and provisions of this Contract shall remain in full force and effect during the period of such renegotiations and thereafter for the remaining Term of this Contract.

**16. Entire Agreement.** The parties to this Agreement agree that this Agreement accurately and comprehensively sets out terms and conditions of employment between EAA and JOSIF KAHRAMAN. Each party hereto agrees that this Agreement expresses the entire agreement between the parties and that no party has relied upon any verbal or other representation not part of this Agreement in deciding to enter into this Agreement.

Dated: 6 August 2010

For ENGINEERS and ARCHITECTS ASSOCIATION

By Sharon L. Johnson  
Sharon L. Johnson, President

Dated: 6 Aug, 2010

Josif Kahraman  
Josif Kahraman

Initials:

JK  
JK Board President

1 **PROOF OF SERVICE**

2 I am employed in the county of Los Angeles, State of California. I am over the age of 18  
3 and not a party to the within action; my business address is 128 N. Fair Oaks Avenue, Pasadena,  
4 California 91103.

5 On October 26, 2012, I served the foregoing documents described as: **SECOND**  
6 **AMENDED COMPLAINT FOR DAMAGES** on the interested parties in this cause by placing true  
7 and correct copies thereof in envelopes addressed as follows:

|  |  |
|--|--|
| 8 Laurence S. Zakson, Esq.<br>9 William Y. Sheh, Esq.<br>10 REICH, ADELL & CVITAN<br>11 A Professional Law Corporation<br>12 3550 Wilshire Blvd., Suite 2000<br>13 Los Angeles, California 90010 | 14 <b>Attorneys for Defendants</b><br>15 <b>ENGINEERS &amp; ARCHITECTS</b><br>16 <b>ASSOCIATION/LOS ANGELES,</b><br>17 <b>LARRY ROLON, and SHARON</b><br>18 <b>JOHNSON</b> |
| 19 Don Ho, Esq.<br>20 Au Lang T. N. Le, Esq.<br>21 LE, CLARK & HO, LLP<br>22 4505 Allstate Drive, Suite 223<br>23 Riverside, California 92501  | 24 <b>Attorneys for Defendant</b><br>25 <b>ZACHARY DE CORSE</b>  |

26 **XX BY MAIL**

27 I deposited such envelope in the mail at Pasadena, California. The envelope was  
28 mailed with postage thereon fully prepaid.

29 XX I am readily familiar with the firm's practice of collection and processing  
30 correspondence for mailing. Under that practice it would be deposited with U.S. postal service on the  
31 same day with postage thereon fully prepaid at Pasadena, California in the ordinary course of business. I  
32 am aware that on motion of the party served, service is presumed invalid if postal cancellation date or  
33 postage meter date is more than one day after date of deposit for mailing this affidavit.

34 Executed on October 26, 2012, at Pasadena, California.

35 XX (State) I declare under penalty of perjury under the laws of the State of California that the  
36 above is true and correct.

37   
38 Norma A. Molina  
Declarant