

Return Date: March 20, 2018

**SUPERIOR COURT OF CONNECTICUT
The Judicial District of New Haven**

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL 825,

Plaintiff,

v.

UNIFORMED PROFESSIONAL FIRE FIGHTERS
ASSOCIATION OF CONNECTICUT, INC.,

Defendant.

COMPLAINT

AND NOW comes Plaintiff International Association of Fire Fighters, Local 825 (“Local 825”), by and through its undersigned attorneys, and states the following claim for relief against Defendant Uniformed Professional Fire Fighters Association of Connecticut, Inc. (“UPFFA”), and avers as follows:

SUMMARY OF THE CASE

1. This is a civil action in which Local 825, New Haven Fire Fighters’ local union, requests that this Court declare its rights and legal obligations pursuant to UPFFA’s erroneous claim that Local 825 owes approximately \$52,816.96 in back dues to UPFFA. This matter also seeks relief from this Court in the form of restitution for breach of fiduciary duty and/or for return of at least \$96,000.00 dues paid as a result of UPFFA’s misrepresentations.

2. On January 4, 2016, Local 825’s executive board voted by unanimous consent to terminate Local 825’s “legislative only” membership with UPFFA, notice of which was transmitted to UPFFA president, Peter S. Carozza, Jr., by Local 825’s president, Frank Ricci. Mr. Carozza

acknowledged receipt of Mr. Ricci's legislative only membership termination notice by e-mail to Mr. Ricci and Mark Vendetto, Local 825's vice president.

3. Since that time, Local 825 has endured repeated efforts from UPFFA to coax Local 825 into reinstating its legislative only membership with UPFFA and demands that Local 825 continue to pay legislative only membership dues.

4. On or about December of 2017, UPFFA utilized Recovery Solutions Group, LLC ("Recovery Solutions"), a Delaware based collections agency, to collect alleged past-due payments from Local 825 from the time period after which Local 825 terminated its UPFFA legislative only membership until the present day.

5. Additionally, Local 825 contends that from 2006 to 2016, during its legislative only membership, UPFFA was misappropriating Local 825's dues. On or about February 26, 2016, Local 825 officials were informed by UPFFA and the International Association of Fire Fighters ("IAFF") that Local 825's legislative only membership dues were actually being used in significant part to pay for UPFFA's collective bargaining and other activities on behalf of other UPFFA locals, instead of legislative activities on behalf of Local 825.

6. Local 825 files this action and requests that this Court declare that it has no legal obligation to pay UPFFA legislative only membership dues for the time period of January 4, 2016, to the present day. Local 825 further requests that this Court issue an injunction to ensure that UPFFA takes no further action to collect any alleged back dues based on the time period from January 4, 2016, through the present, as Local 825 has not been a legislative only member of UPFFA during that time period.

PARTIES

7. Plaintiff, Local 825, is an unincorporated local fire fighters union with its principal place of business located at 350 Ferry Street, New Haven, Connecticut 06513. Since April 10, 1945, Local 825 has been a local affiliate of the IAFF.

8. Defendant UPFFA is a statewide union incorporated under the laws of the State of Connecticut with its principal place of business at 30 Sherman Street, West Hartford, Connecticut 06110. UPFFA is a state affiliate of IAFF.

JURISDICTION AND VENUE

9. Local 825 brings this action pursuant to the Connecticut Declaratory Judgment Act, Conn. Gen. Stat. § 52-29. Pursuant to said section, this Court may “declare rights and other legal relations on request for such a declaration.”

10. This action is an actual controversy in which Local 825 seeks a declaration of its rights and legal obligations and injunctive relief regarding UPFFA’s demand for payment of legislative only membership dues, and other such relief named herein.

11. Venue is proper before this Court pursuant to section 51-345(a)(3) of the Connecticut General Statutes as both Local 825 and UPFFA reside in the State of Connecticut and Local 825 resides in this judicial district. Furthermore, substantial acts giving rise to this action have occurred in this judicial district.

FACTUAL ALLEGATIONS

12. Local fire fighters unions in Connecticut affiliated with the IAFF can choose to affiliate with the state affiliate, UPFFA, but they are not required to do so by the IAFF.

13. Instead, the IAFF merely “urge[s]” local affiliates to join state affiliates. IAFF Const. & By-Laws art. XIII, sec. 23. Due to its length, only select, relevant portions of IAFF’s Constitution and By-Laws are attached hereto as “Exhibit A,” and incorporated by reference herein.

14. Indeed, Local 825 has chosen, at certain times since its founding, to neither be affiliated with nor pay dues to UPFFA.

15. On information and belief, immediately prior to 2006 or thereabout, Local 825 was not a member of or formally affiliated with UPFFA.

16. Local 825 is not a charter member of UPFFA.

Local 825's Legislative Only Membership in UPFFA

17. Two affiliation levels exist for IAFF local unions that wish to join UPFFA—"full membership" or "legislative only" membership. UPFFA Const. & By-Laws 3 (art. II, sec. 1), 9 (art. X, sec. 1) (Mar. 30, 2017). A true and correct copy of UPFFA's Constitution and By-Laws is attached hereto as "Exhibit B," and incorporated by reference herein.

18. In 2006 or thereabout, Local 825 did not join UPFFA as a "full" member.

19. However, on information and belief, in 2006 or thereabout, Local 825 decided to pay UPFFA "legislative only" membership dues.

20. On information and belief, during 2006 or thereabout and subsequent, Local 825 never executed an agreement to be a legislative only member of UPFFA.

21. UPFFA legislative only members have fewer UPFFA membership rights than UPFFA full members.

22. Legislative only members are only allowed to vote on UPFFA business involving "legislative issues, political endorsements, PAC fund budget, and distribution of PAC fund donations." *Id.* at 4 (art. V, sec. 6).

23. Legislative only members are also limited as to their say in executive board members and their ability to vote in elections. *Id.* at 5 (art. VI, sec. 2).

24. Local 825 began to pay legislative only membership dues to UPFFA pursuant to its understanding and UPFFA's representation that Local 825 was paying for only UPFFA's legislative services.

25. UPFFA represents to its legislative only members that as a result of their legislative only membership the UPFFA acts as their representative to legislators and others regarding legislative matters.

26. UPFFA represents to its legislative only members that as a result of their legislative only membership the UPFFA advocates in the legislative only members' best interests related to legislative matters.

27. Local 825 believed from on or about 2006 through April 26, 2016, that UPFFA was using all of the legislative only membership dues that it was paying to UPFFA only to fund legislative efforts in furtherance of Local 825's legislative interests.

28. UPFFA members pay a per capita rate to UPFFA, calculated by multiplying a set amount, determined by UPFFA, per local union fire fighter member.

29. Generally, UPFFA legislative only member locals pay less per capita to UPFFA than UPFFA full member locals pay per capita.

30. On information and belief, Local 825 did not execute a written agreement with UPFFA setting forth UPFFA legislative only membership dues or fees payment requirements.

31. Local fire fighter unions that are UPFFA legislative only members but not full members are not provided with UPFFA's services other than legislative representation.

32. Local fire fighter unions that are UPFFA legislative only members but not full members are not provided with certain rights and opportunities that are provided to UPFFA full member local unions.

33. Local 825 estimates that it has paid UPFFA approximately \$200,000.00 in legislative only membership dues between 2006 and 2015.

34. As Local 825 learned on or about February 26, 2016, UPFFA has not used legislative only membership dues paid to UPFFA by Local 825 exclusively for legislative activities.

35. Instead, UPFFA has used certain amounts of legislative only membership dues paid to it by Local 825 to support collective bargaining and other non-legislative activities for locals other than Local 825.

36. Local 825 estimates that at least \$96,000.00 of said dues were used by UPFFA on non-legislative activities.

37. Some of Local 825's legislative only membership dues paid to UPFFA were used by UPFFA for the benefit of other Connecticut fire fighter local unions for activities and expenditures such as collective bargaining and not on legislative activities and expenses inuring to the benefit of Local 825.

38. Local 825 believed and relied upon UPFFA's representation that UPFFA would use Local 825's legislative only membership dues for only legislative purposes and not for UPFFA expenditures related to non-legislative activities or expenses.

39. Said expenditures by UPFFA of at least \$96,000.00 of Local 825's legislative only membership dues are inconsistent with UPFFA's obligations and duties concerning how it utilizes and spends Local 825's legislative only membership dues.

Local 825's Disassociation from UPFFA

40. UPFFA's constitution and by-laws contain no prohibition for local affiliate disassociation from UPFFA.

41. On January 4, 2016, Local 825's executive board voted, by unanimous consent, to "terminate [its] membership in the Uniformed Professional Fire Fighters Association." Local 825

Exec. Bd. Meeting Mins. 4 (Jan. 4, 2016). A true and correct copy attached hereto as “Exhibit C,” and incorporated by reference herein.

42. After the January 4, 2016 vote by Local 825’s executive board to terminate Local 825’s UPFFA legislative only membership, Local 825’s president, Frank Ricci, by e-mail, notified UPFFA’s president, Mr. Carozza, of Local 825’s executive board’s action terminating its UPFFA legislative only membership.

43. From January 2016 through the present, Local 825 has not paid any dues to UPFFA based on the fact that it terminated its UPFFA membership on January 4, 2016 and Local 825 is under no obligation to continue the payment of dues upon disassociation.

UPFFA’s Response to Local 825’s Disassociation

44. On or about January 26, 2016, Mr. Carozza e-mailed Mr. Ricci and Local 825’s vice president, Mark Vendetto, and confirmed that he was in “receipt of President Ricci’s email notifying [him] of Local 825[’s] withdrawal from affiliation with the Uniformed Professional Fire Fighters of Connecticut.” Mr. Carozza then “request[ed] that [Local 825] reconsider [its] decision.” E-mail from Peter S. Carozza, Jr., to Frank Ricci & Mark Vendetto (Jan. 26, 2016). A true and correct copy attached hereto as “Exhibit D,” and incorporated by reference herein.

45. On or about February 26, 2016, Mr. Ricci, Mr. Vendetto, Mr. Carozza, Rob Fitzpatrick, and Jay Colbert, the third vice president of the IAFF, met to discuss Local 825’s termination of its UPFFA legislative only membership.

46. At that aforementioned meeting, Mr. Carozza and Mr. Colbert focused the discussion on trying to convince Mr. Ricci and Mr. Vendetto to have Local 825 rejoin the UPFFA.

47. Also at said meeting, Mr. Carozza stated that it is the responsibility of the larger city unions, including Local 825, to support the smaller local fire fighter unions.

48. Furthermore, at said meeting, Mr. Carozza informed Mr. Ricci and Mr. Vendetto that the dues Local 825 paid to UPFFA were used for UPFFA's expenditures and activities related to collective bargaining and other costs and expenditures related to other Connecticut fire fighter local unions.

49. At the aforementioned February 26, 2016 meeting, Mr. Ricci asked Mr. Carozza to have UPFFA stop sending bills to Local 825 for payment of legislative only membership dues because Local 825 was no longer a member of UPFFA. Mr. Carozza denied Mr. Ricci's request, and UPFFA has continued to send legislative only membership dues bills to Local 825. True and correct copies of certain UPFFA's legislative only membership services bills sent to Local 825 are attached hereto as "Exhibit E," and are incorporated by reference herein.

50. Since 2016, Mr. Ricci has several times made requests to UPFFA for any document that shows a written fee agreement between UPFFA and Local 825 and, to date, UPFFA has not provided any documentation.

51. Since 2016, Mr. Ricci has several times made requests to UPFFA for any document that shows a written membership agreement between UPFFA and Local 825 and, to date, UPFFA has not provided any documentation.

52. Since 2016, Mr. Ricci has several times requested from UPFFA that it produce a document evidencing that Local 825 is a charter member of UPFFA and, to date, UPFFA has not provided any such document.

53. Between January 2016 and the present day, UPFFA has continued to send Local 825 regular invoices, requiring payment from Local 825 for legislative only membership dues, despite the fact that Local 825's executive board voted on January 4, 2016, to terminate its UPFFA legislative only membership.

54. On or about April 5, 2016, UPFFA sent a letter to Local 825 notifying Local 825 that UPFFA suspended “Local 825 from membership.”

55. Local 825’s membership cannot be suspended since its executive board voted on January 4, 2016, to terminate its UPFFA legislative only membership.

56. UPFFA retained Recovery Solutions, an alleged collections agency based in the State of Delaware, to collect from Local 825 legislative only membership back dues in the amount of approximately \$52,816.96 that UPFFA alleges Local 825 owes in arrears for periods of time subsequent to Local 825 terminating its UPFFA legislative only membership.

57. Todd Harris from Recovery Solutions sent letters dated December 6, 2017, and December 13, 2017, addressed to Mr. Ricci and Mr. Vendetto claiming that Recovery Solutions had been enlisted to collect approximately \$52,816.96 on behalf of UPFFA from Local 825. A true and correct copy of said letters are attached hereto as “Exhibit F,” and incorporated by reference herein.

58. The two aforementioned letters were mailed to Local 825’s office address, 350 Ferry Street, New Haven, Connecticut 06513, and sent first-class U.S. Mail.

59. Mr. Harris from Recovery Solutions made phone calls to Mr. Ricci regarding collection of allegedly owed legislative only membership back dues, leaving voicemail messages on Mr. Ricci’s voicemail on or about December 8, 13, and 14, 2017 (the December 14 voicemail message referencing Mr. Ricci’s wife by name).

60. On or about December 19, 2017, and twice on or about December 28, 2017, Mr. Harris left additional voicemail messages for Mr. Ricci regarding the collection of alleged back dues.

61. Mr. Harris from Recovery Solutions made a phone call on or about December 28, 2017, to Mr. Ricci’s parents’ home phone regarding the collection of allegedly owed legislative only membership back dues to UPFFA and left a message related to such on his parents’ home phone line voicemail.

62. Mr. Ricci faxed a letter to Mr. Harris on December 29, 2017, noting that he just received Mr. Harris' letters on December 22, 2017, and due to the holidays and out-of-town travel he would not have time to immediately review the situation but would respond on January 26, 2018. A true and correct copy of said letter is attached hereto as "Exhibit G," and incorporated by reference herein.

63. On January 31, 2018, Mr. Ricci faxed Mr. Harris a letter dated January 26, 2018, notifying Mr. Harris that the alleged back dues amount was in dispute. A true and correct copy of said letter is attached hereto as "Exhibit H," and incorporated by reference herein.

64. On February 1, 2018, Mr. Harris sent a "Suit Authorization" letter to UPFFA stating that "legal action [against Local 825] is necessary to ensure payments or final resolution," and sent a copy of said letter to Local 825. A true and correct copy of said letter is attached hereto as "Exhibit I," and incorporated by reference herein.

COUNT I

(Local 825's claim against UPFFA for declaratory judgment
as to its rights and legal obligations)

65. Local 825 re-alleges and incorporates by reference all foregoing paragraphs of this complaint as if fully set forth herein.

66. Local unions can disaffiliate at any time. *Vilella v. McGrath*, 74 A.2d 187, 189–90 (Conn. 1950). That default rule can be altered only if local unions agree in advance to follow valid, reasonable procedures or provision of notice to the statewide or international affiliate. *See Am. Brass Co. v. Ansonia Brass Workers' Union Local 445*, 101 A.2d 291, 293 (Conn. 1953).

67. Local 825 never explicitly or implicitly subjected itself to any agreement with UPFFA or terms that restricted Local 825's right to disassociate from UPFFA at any time and for any reason.

68. Local 825 therefore validly disassociated from the UPFFA on January 4, 2016, upon unanimous consent by the executive board of Local 825 to disassociate from UPFFA.

69. As such, UPFFA has illegally demanded legislative only membership dues from Local 825 for the time period of January 4, 2016, through the present day, even though during said time period Local 825's UPFFA legislative only membership was terminated, has not since been a UPFFA legislative only member, and, as a result, owes UPFFA no legislative only membership dues for that time period.

COUNT II

(Local 825's claim against UPFFA for breach of fiduciary duty)

70. Local 825 re-alleges and incorporates by reference all foregoing paragraphs of this complaint as if fully set forth herein.

71. From 2006, or thereabout, until January 4, 2016, Local 825 was a legislative only member of UPFFA.

72. From 2006, or thereabout, until January 4, 2016, Local 825 relied on UPFFA to be its representative to legislators and others on matters of legislative import to Local 825.

73. As a legislative only member during that time period, Local 825 relied on the expertise and resources of UPFFA and its officers in researching and advocating on matters of legislative concern.

74. As a legislative only member during that time period, Local 825 also relied on the expertise and resources of UPFFA and its officers in properly accounting for UPFFA's use of legislative only member dues.

75. UPFFA represented and represents to legislative only members that their dues are utilized exclusively for legislative purposes.

76. UPFFA had a fiduciary obligation to act in the best interest of Local 825.

77. Because Local 825 was a legislative only member of UPFFA, UPFFA had a duty to represent Local 825's interests.

78. Yet, as discovered by Local 825 on or about February 26, 2016, UPFFA's actual practice is to utilize legislative only membership dues in ways not promised or otherwise anticipated by Local 825.

79. Among other activities, Local 825's legislative only membership dues were utilized as a means to support the collective bargaining efforts and other activities of UPFFA on behalf of and for the benefit of other local fire fighters' unions' and not on behalf of Local 825.

80. UPFFA violated its fiduciary duty to Local 825.

COUNT III

(Local 825's claim against UPFFA for negligent misrepresentation)

81. Local 825 re-alleges and incorporates by reference all foregoing paragraphs of this complaint as if fully set forth herein.

82. UPFFA represented and represents to legislative only members, including Local 825, that their dues are utilized exclusively for legislative purposes.

83. UPFFA made and makes such representations to prospective and current legislative only members, including Local 825, for the purpose of inducing them into beginning or maintaining such membership.

84. Local 825 reasonably relied upon such representations in maintaining its legislative only membership from 2006, or thereabout, until January 4, 2016.

85. However, such representations were known or should have been known by UPFFA to be false.

86. As discovered by Local 825 on or about February 26, 2016, UPFFA's actual practice is to utilize legislative only membership dues in ways not promised or otherwise anticipated by Local 825 or other legislative only members.

87. As a result, Local 825 suffered pecuniary harm, including misuse of a portion of its legislative only membership dues on non-legislative activities which were not promised by UPFFA or otherwise anticipated by Local 825.

88. Among other activities, Local 825's legislative only membership dues were utilized as a means to support collective bargaining efforts for other local fire fighters unions, including those which were UPFFA full members.

COUNT IV

(Local 825's claim against UPFFA for innocent misrepresentation)

89. Local 825 re-alleges and incorporates by reference all foregoing paragraphs of this complaint as if fully set forth herein.

90. UPFFA represented and represents to legislative only members, including Local 825, that their dues are utilized exclusively for legislative purposes.

91. UPFFA made and makes such representations to prospective and current legislative only members, including Local 825, for the purpose of inducing them into beginning or maintaining such membership.

92. Local 825 justifiably relied upon such representations in maintaining its legislative only membership from 2006, or thereabout, until January 4, 2016.

93. However, such representations were false.

94. As a result, Local 825 suffered damages, including misuse of a portion of its legislative only membership dues on non-legislative activities which were not promised by UPFFA or otherwise anticipated by Local 825.

95. Among other activities, Local 825's legislative only membership dues were utilized as a means to support collective bargaining efforts for other local fire fighters unions, including those which were UPFFA full members.

PRAYER FOR RELIEF

WHEREFORE, Local 825 prays that this Court:

- a. enter a judgment based upon actual, current, and *bona fide* controversy between Local 825 and UPFFA as to the legal relations and obligations between them, declaring:
 - i. that Local 825 terminated its UPFFA legislative only membership on January 4, 2016, fully and completely disaffiliating from the UPFFA; and
 - ii. that Local 825 owes UPFFA no legislative only membership dues, fees, or any other form of payment for any alleged UPFFA membership from January 4, 2016, through the present date.
- b. adjudicate UPFFA in breach of its fiduciary duty with respect to its use of Local 825's legislative only membership dues and order return of such misused dues, with interest, to Local 825;
- c. enter a judgment against UPFFA for negligently and/or innocently misrepresenting to Local 825 that it would use Local 825's legislative only membership dues exclusively for legislative purposes and order return of such misused dues, with interest, to Local 825;
- d. enter a permanent injunction barring UPFFA from seeking legislative only membership dues or any form of payment from Local 825 related to UPFFA legislative only membership during the time period of January 4, 2016, through the present date;
- e. award Local 825 such additional relief this Court deems just and proper; and
- f. enter a judgment awarding Local 825 its costs, including reasonable attorneys' fees.

