

**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.

Case No. NNH-CV-18-6078502-S

**MOTION FOR TEMPORARY  
INJUNCTION**

June 5, 2018

AND COMES NOW, pursuant to section 52-471 of the Connecticut General Statutes, Plaintiff International Association of Fire Fighters, Local 825 (“Local 825”), by and through its undersigned attorneys, and moves this Court for an order preserving the status quo and enjoining Defendant, Uniformed Professional Fire Fighters Association of Connecticut, Inc. (“UPFFA”), from further pursuing its charges (“UPFFA’s Charges”) filed against Local 825’s officers and, in support thereof, avers as follows:

**BACKGROUND**

1. Local unions can disaffiliate from other unions at any time. *Vilella v. McGrath*, 136 Conn. 645, 648–52 (1950). That default rule can only be altered if a local union agrees 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*, 140 Conn. 457, 461–63 (1953).

2. The above-captioned declaratory judgment action was filed by Local 825 on March 5, 2018. The Revised Amended Complaint contains four causes of action against UPFFA, and is the presently operative complaint.

3. In relevant part, Local 825 alleges in its Revised Amended Complaint that (1) despite the fact that Local 825 validly disaffiliated from UPFFA and provided notice to UPFFA of such disaffiliation, UPFFA is erroneously demanding payment of certain dues money from Local 825, Revised Am. Compl. 10, 11; (2) UPFFA violated its fiduciary duty to Local 825 by using Local 825's membership dues for purposes not approved or anticipated by or were otherwise in the best interests of Local 825, *see* Revised Am. Compl. 11, 12; (3) UPFFA negligently misrepresented to Local 825 that its legislative only membership<sup>1</sup> dues money would be solely used for approved and anticipated purposes, *see* Revised Am. Compl. 12, 13; and (4) UPFFA innocently misrepresented to Local 825 that its legislative only membership dues money would be solely used for such approved and anticipated purposes, *see* Revised Am. Compl. 13.

4. In response to this action, UPFFA filed<sup>2</sup> formal charges against Local 825's principal officers, Frank Ricci and Mark Vendetto, President and Vice President, respectively, who are responsible for the day-to-day operations of Local 825.

5. UPFFA's Charges are a direct response to this action and are substantially composed of the very issues at issue in this matter and before this Court.<sup>3</sup> UPFFA's Charges Against Frank

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<sup>1</sup> Local unions can affiliate with UPFFA through "full membership" or as a "legislative only" member. Revised Am. Compl. ¶ 17. Legislative only members have reduced membership rights such as only having a vote as to "legislative issues, political endorsements, PAC fund budget, and distribution of PAC fund donations." Revised Am. Compl. ¶ 22. They also have a limited say as to UPFFA executive board members and their ability to vote in UPFFA elections. Revised Am. Compl. ¶ 23.

<sup>2</sup> The UPFFA's Charges were dated May 7, 2018, but Local 825 did not receive them from the U.S. Postal Service until May 18, 2018. *See* Affidavit of Frank Ricci ("Ricci Affidavit") ¶ 16. Said affidavit is attached hereto as "Exhibit A," and incorporated by reference herein.

<sup>3</sup> UPFFA's Charges contain three counts. UPFFA's Charges count one (paragraph one) questions the legitimacy of Local 825's disassociation. Ex. B, p.1. Count I of this action presents the same ultimate question and asks this Court for a declaration thereon. Revised Am. Compl. 1–2, 10–11. UPFFA's Charges count two, Ex. B, p.1, in large part, presumably takes issue with allegations addressed by Counts III and IV in this action, Revised Am. Compl. 12–13. The outcome in this action regarding Counts III and IV would likely significantly impact, if not resolve, UPFFA's Charges count two. UPFFA's Charges count three, Ex. B, p.1, goes to the ultimate question in

Ricci and Mark Vendetto, May 7, 2018, attached hereto as “Exhibit B,” and incorporated by reference herein.

6. Such retaliatory action undermines the purpose of the declaratory judgment statute, “[o]ne great purpose [of which] is to enable parties to have their differences authoritatively settled in advance of any claimed invasion of rights,<sup>4</sup> that they may guide their actions accordingly and often may be able to keep them within lawful bounds, and so avoid the expense, bitterness of feeling, and disturbance of the orderly pursuits of life which are so often the incidents of law suits.” *Larkin v. Bontatibus*, 145 Conn. 570, 575 (1958).

7. Local 825’s counsel has contacted UPFFA’s counsel in an effort to reach an agreement that would render this temporary injunction unnecessary. As of the date of this filing, no such agreement has been reached.

8. Local 825 requests that this Court maintain the status quo and prevent irreparable harm to Local 825 by enjoining UPFFA’s Charges and UPFFA from pursuing any other retaliatory actions outside of this Court.

#### STANDARD FOR TEMPORARY INJUNCTION

9. “The purpose of a temporary injunction is to [maintain] the status quo while the rights of the parties are being determined . . . .” *Town of Bozrah v. Chmurnynski*, 303 Conn. 676, 682 (2012) (quoting *Mass. Mut. Life Ins. Co. v. Blumenthal*, 281 Conn. 805 (2007)). Preserving the status quo while awaiting trial is a valid purpose for a temporary injunction. *See Clinton v. Middlesex Mut. Assurance Co.*, 37 Conn. App. 269, 270 (Conn. App. Ct. 1995).

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Count II of this action, whether UPFFA violated its fiduciary duty in part because it did not act in the best interests of Local 825 in legislative matters, Revised Am. Compl. 11–12.

<sup>4</sup> Indeed, prior to Local 825’s initiation of this action, UPFFA was threatening to file suit against Local 825. Revised Am. Compl. ¶ 64 & Ex. I.

10. The movant seeking a temporary injunction “must demonstrate that: (1) it has no adequate remedy at law; (2) it will suffer irreparable harm without an injunction; (3) it will likely prevail on the merits; and (4) the balance of equities tips in its favor.” *Aqleh v. Cadlerock Joint Venture II, L.P.*, 299 Conn. 84, 97 (2010) (citing *Waterbury Teachers Ass’n v. Freedom of Information Commission*, 230 Conn. 441, 446 (1994)).

11. Furthermore, “[i]f irreparable injury is demonstrated, the trial court ought to issue the temporary injunction, unless it is clear that the plaintiff will not prevail at the trial on the merits.” *Danso v. Univ. of Conn.*, 50 Conn. Supp. 256, 261–62 (Super. Ct. 2007) (citing *Olcott v. Pendleton*, 128 Conn. 292, 295 (1941)).

12. “In general, a court may, in its discretion, exercise its equitable power to order a temporary injunction pending final determination of the order, upon a proper showing by the movant that if the injunction is not granted he or she will suffer irreparable harm for which there is no adequate remedy at law.” *Aqleh v. Cadlerock Joint Venture II, L.P.*, 299 Conn. 84, 97 (2010) (quoting *Moore v. Ganim*, 233 Conn. 557, 569 n.25 (1995)). “In exercising its discretion, the court, in a proper case, may consider and balance the injury complained of with that which will result from interference by injunction.” *Moore v. Serafin*, 163 Conn. 1, 6 (1972)).

#### **SUPPORT FOR GRANTING TEMPORARY INJUNCTION**

##### ***Local 825 Will Suffer Irreparable Harm Without a Temporary Injunction***

13. Local 825 will be irreparably harmed by allowing the UPFFA’s Charges to proceed.

14. “[D]amage to the credibility and strength of [a] union” is irreparable harm that is not “repaired by eventual victory” or “fully remedied by later relief.” *Local 818 of Council 4 AFSCME, AFL-CIO v. Town of East Haven*, 42 Conn. Supp. 227, 238 (Conn. Super. Ct. 1992).

15. Such damage is irreparable, in this instance, because it “is of such a nature that it cannot be adequately compensated in damages, or cannot be measured by any pecuniary standard.”

*Conn. Ass'n of Clinical Laboratories v. Conn. Blue Cross, Inc.*, 31 Conn. Supp. 110, 113–14 (Conn. Super. Ct. 1973).

16. Local 825 will experience significant and irreparable harm from the UPFFA's Charges because said charges, and the process associated therewith, will damage the credibility and strength of Local 825 and its leaders. *See Ricci Affidavit ¶ 18.*

17. As a direct result of filing the above-captioned action, the UPFFA's Charges question the integrity of Local 825's principal officers, Frank Ricci and Mark Vendetto, accusing them of behavior that is so-called "reckless" and in "bad faith" when those two officers followed the instructions of Local 825's executive board, *see Ricci Affidavit ¶ 6*, which, left to be pursued through UPFFA's Charges, may weaken Local 825's and said officers' credibility with the public and employer. *See Ricci Affidavit ¶ 18.*

18. Allowing UPFFA's Charges to proceed prior to the disposition of the underlying case will impose on Local 825 and its two principal officers, responsible for day-to-day operations, months or years of arduous and burdensome procedures, with the possibility of removal for said officers over issues *that will already be addressed in this action*. *See Ricci Affidavit ¶ 25.*

19. UPFFA has filed its charges merely to try an end-around this Court and the adjudication of this action.<sup>5</sup>

20. If Local 825's principal officers are removed as a result of UPFFA's Charges, as sought by UPFFA, Local 825 would be left in the hands of inexperienced, replacement officers drawn from Local 825's executive board, to handle contract negotiations, grievance processing, and

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<sup>5</sup> UPFFA's Charges against Frank Ricci and Mark Vendetto as officers of Local 825 are related to matters that either relate to this action or occurred years ago but only attracted the attention of UPFFA after this action was filed. In fact, UPFFA's charge as to Local 825's disaffiliation relates to actions taken approximately two and a half years ago, and the UPFFA's charge as to testimony concerning the PTSD legislation relates to testimony provided approximately one and a half years ago.

other day-to-day matters of Local 825—all but two executive board members having not served more than one term on the board. This inexperienced leadership would lower Local 825’s credibility and place Local 825 in a position of weakness when it comes to day-to-day activities and especially as it pertains to negotiating a new contract and grievance procedures. *See Ricci Affidavit ¶¶ 22, 24.*

21. Allowing UPFFA’s Charges to proceed will undermine the strength and credibility of Local 825 and its two principal officers as they try and negotiate for a new contract for Local 825 as its current contract expires in July 2018. *See Ricci Affidavit ¶ 24.* The lowered credibility of Local 825 and its officers will cause difficulty in negotiating the new contract and processing grievances on behalf of Local 825’s members, which would put at risk the terms and conditions of employment for New Haven’s fire fighters. *See Ricci Affidavit ¶¶ 19, 20, 24, 25.*

22. Furthermore, Local 825’s president, Frank Ricci, is currently leading the adjudication of 10–15 grievances, spending on average more than 30 hours a week dedicated to handling Local 825’s grievance matters. He has significant experience processing grievances on behalf of Local 825 members, and his removal from office, which UPFFA’s Charges seek, would weaken Local 825’s and New Haven Fire Fighters’ positions in those proceedings. *See Ricci Affidavit ¶ 23.*

23. Allowing UPFFA’s Charges to proceed while litigating, substantively, the same issues that are before this Court, will cause confusion and angst within Local 825 and cause Local 825’s executive board and principal officers to lose credibility with Local 825’s membership. *See Ricci Affidavit ¶ 18.*

24. Since UPFFA’s Charges were filed in response to Local 825’s lawsuit against UPFFA, said charges will have a chilling effect on officers of other local unions affiliated with UPFFA who have a fiduciary responsibility to act at the direction of their executive board and, ultimately, fire fighter members, as president Frank Ricci and vice president Mark Vendetto did in this situation.

***Local 825 is Likely to Succeed on the Merits***

25. Local 825 is likely to succeed on the merits with respect to Count One of the Revised Amended Complaint because Local 825 legally disassociated from UPFFA.

26. Again, local unions can disaffiliate from other unions at any time. *Vilella v. McGrath*, 136 Conn. 645, 648–52 (1950). That default rule can only be altered if a local union agrees 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*, 140 Conn. 457, 461–63 (1953).

27. Local 825's legislative only membership was separate and distinct from its current and ongoing IAFF membership. *See Ricci Affidavit* ¶ 5.

28. Local 825 never explicitly or implicitly subjected itself to any agreement with UPFFA or to terms that restricted Local 825's right to disassociate from UPFFA at any time or for any reason. *See Ricci Affidavit* ¶ 10.

29. Local 825 was not a charter member of UPFFA at the time it disassociated from UPFFA on January 4, 2016 by unanimous consent of its executive board. *See Ricci Affidavit* ¶ 10.

30. Further, Local 825 entered into no written membership or fee agreement with UPFFA when it became or since becoming a legislative only member in or about 2006. *See Ricci Affidavit* ¶ 9.

31. UPFFA has been unable to provide Local 825 with any written membership or fee agreement between Local 825 and UPFFA that would prohibit Local 825 from disassociating from UPFFA at any time or for any reason. *See Ricci Affidavit* ¶¶ 9, 10.

32. As such, Local 825 lawfully disassociated from UPFFA on January 4, 2016.

33. Local 825 is also likely to succeed on the merits with respect to Count Two of the Revised Amended Complaint. When Local 825 was a UPFFA legislative only member, it paid

relevant UPFFA legislative only membership dues under the reasonable belief and pretenses that UPFFA would use said dues for legislative only expenditures beneficial to Local 825 and utilize UPFFA's specialized skills and expertise on Local 825's behalf, which UPFFA did not do.<sup>6</sup> *See Ricci Affidavit* ¶¶ 5, 8.

34. Accordingly, UPFFA breached its fiduciary duty to Local 825 when Local 825 became a legislative only member. Local 825 relied on UPFFA's expertise and resources to represent it to legislators and others regarding legislative matters. UPFFA, instead, used Local 825's legislative only membership dues to support non-legislative efforts and expenditures related to collective bargaining for the benefit of other fire fighters' local unions. *See Ricci Affidavit* ¶ 8.

35. When Local 825 was a voluntary legislative only member of UPFFA, Local 825 relied upon UPFFA to be its representative to legislators and others on matters of legislative import to Local 825. *See Ricci Affidavit* ¶ 5.

36. As a legislative only member of UPFFA, Local 825 relied on the expertise and resources of UPFFA and its officers in researching and advocating on matters of legislative concern to Local 825. *See Ricci Affidavit* ¶ 5.

37. As a legislative only member of UPFFA, 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, which were paid to UPFFA by Local 825 solely for use on legislative-related expenditures. *See Ricci Affidavit* ¶ 5.

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<sup>6</sup> To prevail on its claim of breach of fiduciary duty, Local 825 must establish that: (1) there was a relationship between it and UPFFA; (2) the relationship was characterized by a unique degree of trust and confidence; (3) where UPFFA had superior knowledge, skill, or expertise, and was under a duty thereby to represent the interests of Local 825; and (4) UPFFA breached that duty, causing harm to Local 825. *See Biller Assocs. v. Peterkin*, 269 Conn. 716, 723 (2004) (quoting *Hi-Ho Tower, Inc. v. Com-Tronics, Inc.*, 255 Conn. 20, 38 (2000))



38. UPFFA represented to Local 825 that their legislative only member dues were utilized exclusively for legislative purposes. *See Ricci Affidavit ¶ 5.*

39. However, Local 825 discovered on or about February 26, 2016, that UPFFA's actual practice was to utilize legislative only membership dues in ways not promised or otherwise anticipated by Local 825, and not exclusively on legislative only matters. *See Ricci Affidavit ¶ 8.*

40. In fact, on or about February 26, 2016, UPFFA president, Peter Carozza, told Local 825 officers, president Frank Ricci and vice president Mark Vendetto, that Local 825's legislative only membership dues were utilized as a means to fund the collective bargaining efforts and other UPFFA activities on behalf of and for the benefit of other local fire fighters' unions and not on behalf of Local 825. *See Ricci Affidavit ¶ 8.*

41. On or about February 26, 2016, over a month after Local 825 disaffiliated from UPFFA, UPFFA's president, Peter Carozza, stated to Local 825's president, Frank Ricci, and vice president, Mark Vendetto, that Local 825 should rejoin UPFFA because, in part, it was Local 825's responsibility to pay for the smaller local union's collective bargaining through their legislative only membership dues. UPFFA's Peter Carozza further stated that Local 825's legislative only dues money collected before Local 825 disaffiliated had been spent, at least in part, to support UPFFA's expenditures on behalf of other local fire fighters' unions in collective bargaining and not for the benefit of Local 825. *See Ricci Affidavit ¶ 8.*

42. Finally, Local 825 is likely to succeed on the merits with respect to Counts Three or Four. UPFFA has engaged in either negligent<sup>7</sup> or innocent<sup>8</sup> misrepresentation against Local 825 because UPFFA misrepresented to Local 825 that in exchange for being a legislative only member of UPFFA, UPFFA would exclusively use Local 825's legislative only membership dues in furtherance of Local 825's legislative interests, which it did not do. *See Ricci Affidavit* ¶ 8.

43. UPFFA represented to Local 825 during the duration of its legislative only UPFFA membership that Local 825's dues were exclusively for legislative purposes beneficial to Local 825. *See Ricci Affidavit* ¶¶ 5, 8.

44. UPFFA made such representations to Local 825 and other legislative only members to induce them to join or remain as legislative only members of the UPFFA. *See Ricci Affidavit* ¶ 5, 8.

45. Local 825 reasonably relied on such representations in maintaining its legislative only membership from 2006, or thereabout, until January 4, 2016. *See Ricci Affidavit* ¶¶ 5, 6.

46. However, such representations were false and UPFFA knew or should have known they were false since UPFFA was propagating such false statements and using Local 825's legislative only membership dues for non-legislative purposes. *See Ricci Affidavit* ¶ 8.

47. On or about February 26, 2016, nearly a month after Local 825 disassociated from UPFFA, UPFFA president, Peter Carozza, told Local 825 officers, that Local 825's past legislative

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<sup>7</sup> To prevail on its claim of negligent misrepresentation, Local 825 must establish that: (1) UPFFA made a misrepresentation of fact; (2) UPFFA knew or should have known the fact was false; (3) Local 825 reasonably relied on the misrepresentation; and (4) Local 825 suffered pecuniary harm as a result. *See Nazami v. Patrons Mut. Ins. Co.*, 280 Conn. 619, 626 (2006) (citing *Glazer v. Dress Barn, Inc.*, 274 Conn. 33, 73 (2005)).

<sup>8</sup> To prevail on its claim of innocent misrepresentation, Local 825 must establish that: (1) UPFFA made a representation of material fact; (2) it was made for the purpose of inducing Local 825 to act; (3) the representation is untrue; (4) that Local 825 justifiably relied on UPFFA's representation; and (4) there are damages. *See Matyas v. Minck*, 37 Conn. App. 321, 333 (Conn. App. Ct. 1995) (citations omitted).

only membership dues were utilized as a means to fund the collective bargaining efforts and other UPFFA activities on behalf of and for the benefit of other local fire fighters' unions and not on behalf of Local 825. *See Ricci Affidavit* ¶ 8.

48. On or about February 26, 2016, over a month after Local 825 disaffiliated from UPFFA, UPFFA's president, Peter Carozza, stated to Local 825's president, Frank Ricci, and vice president, Mark Vendetto, that Local 825 should rejoin UPFFA because, in part, it was Local 825's responsibility to pay for the smaller local union's collective bargaining expenses. UPFFA's Peter Carozza further stated that Local 825's legislative only dues money collected before Local 825 disaffiliated had been spent, at least in part, to support UPFFA's expenditures on behalf of other fire fighters' local unions in collective bargaining and not for the benefit of Local 825. *See Ricci Affidavit* ¶ 8.

49. Local 825 was damaged in that it paid significant amounts of money to UPFFA for legislative only representation, however, despite representing to Local 825 that its legislative only dues would be used exclusively for legislative only expenditures, UPFFA instead used Local 825's dues for collective bargaining expenditures in support of other local fire fighter unions and not Local 825. *See Ricci Affidavit* ¶ 8.

***Local 825 has No Adequate Remedy at Law***

50. “[D]amage to the credibility and strength of [a] union” is irreparable harm that is not “repaired by eventual victory” or “fully remedied by later relief.” *Local 818 of Council 4 AFSCME, AFL-CIO v. Town of East Haven*, 42 Conn. Supp. 227, 238 (Conn. Super. Ct. 1992).

51. As described above, UPFFA's Charges and the procedure resulting therefrom, would work significant and irreparable harm on Local 825 and its principal officers' strength and credibility, the likes of which, and the possible effects thereof, have no adequate remedy at law.



**[Proposed] ORDER**

AND NOW, upon consideration of the foregoing Motion for Temporary Injunction, and finding that good causes exists, said motion is hereby GRANTED, and IT IS FURTHER ORDERED that:

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Dated: \_\_\_\_\_

The Honorable Judge \_\_\_\_\_

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

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UNIFORMED PROFESSIONAL FIRE FIGHTERS  
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Case No. NNH-CV-18-6078502-S

**CERTIFICATE OF SERVICE**

I certify that on June 5, 2018, a copy of the foregoing Motion for Temporary Injunction and any related exhibits in support thereof was or will be mailed via USPS First-Class Mail to the below counsel of record:

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Dated: June 5, 2018

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