

DOCKET NO. X07-HHD-CV-18-6101218-S : SUPERIOR COURT
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 825 : COMPLEX LITIGATION DOCKET
v. : AT HARTFORD
UNIFORMED PROFESSIONAL :
FIRE FIGHTERS ASSOCIATION OF
CONNECTICUT, INC. : DECEMBER 13, 2018

DEFENDANT’S ANSWER, SPECIAL DEFENSES AND COUNTERCLAIM

The Defendant, UNIFORMED PROFESSIONAL FIRE FIGHTERS ASSOCIATION OF CONNECTICUT, INC., hereby responds to the Plaintiff’s, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 825, Third Amended Complaint, dated November 13, 2018, as follows:

COUNT I

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

1. Defendant denies the allegation that it has made an erroneous claim. Defendant also denies that it has made misrepresentations. As to the remaining allegations of this Paragraph, the Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.
2. Defendant admits that Peter S. Carozza, Jr. is the president of UPFFA. As to the remaining allegations of this Paragraph, the Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.
3. Defendant admits that it has demanded payment of Plaintiff’s legislative only membership dues. The remaining allegations of this Paragraph are denied.
4. Defendant admits that it utilized Recovery Solutions Group, LLC to collect past-due payments from Local 825. The remaining allegations of this Paragraph are denied.

5. Denied.
6. Defendant admits that the Plaintiff has requested this Court declare its legal obligations and that Plaintiff further requests that this Court issue an injunction. The remaining allegations of this Paragraph are denied.
7. Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.
8. Admitted.
9. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.
10. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.
11. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.
12. Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.
13. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.
14. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.
15. Admitted.
16. Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.
17. Admitted.

18. Admitted.
19. The Defendant admits that in 2006, Local 825 paid UPFFA “legislative only” membership dues. As for the remaining allegations of this Paragraph, the Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves the Plaintiff to its proof.
20. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.
21. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.
22. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.
23. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.
24. The Defendant admits that Local 825 began to pay legislative only membership dues to UPFFA. As for the remaining allegations of this Paragraph, the Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.
25. Admitted.
26. Admitted.
27. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.
28. Admitted.
29. Admitted.

30. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.

31. Denied.

32. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.

33. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.

34. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.

35. Denied.

36. The Defendant lacks sufficient knowledge upon which to form a belief regarding the Plaintiff's estimates, and, therefore, leaves Plaintiff to its proof. The remaining allegations of this Paragraph are denied.

37. Denied.

38. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.

39. Denied.

40. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.

41. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.

42. The Defendant denies that Local 825's executive board's January 4, 2016 vote terminated its UPFFA legislative only membership. As to the remaining allegations of this

Paragraph, the Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.

43. The Defendant admits that Plaintiff has not paid any dues to UPFFA from January 2016 through the present. The remaining allegations contained in this Paragraph are denied.

44. This Paragraph is denied in that it seeks the interpretation of a document that speaks for itself.

45. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.

46. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.

47. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.

48. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.

49. The Defendant admits that it sent legislative only membership dues bills to Local 825 after February 26, 2016. As to the remaining allegations of this Paragraph, the Defendant lacks sufficient knowledge and leaves Plaintiff to its proof.

50. Denied.

51. Denied.

52. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.

53. The Defendant admits that it sent Local 825 regular invoices, however, it denies the time frame specified in this Paragraph. The remaining allegations of this Paragraph are denied.

54. Admitted.

55. Denied.

56. The Defendant denies the allegation that Local 825 terminated its UPFFA legislative only membership. The remaining allegations of this Paragraph are admitted.

57. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves the Plaintiff to its proof.

58. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves the Plaintiff to its proof.

59. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves the Plaintiff to its proof.

60. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves the Plaintiff to its proof.

61. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves the Plaintiff to its proof.

62. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves the Plaintiff to its proof.

63. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves the Plaintiff to its proof.

64. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.

65. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves the Plaintiff to its proof. To the extent this Paragraph states a legal conclusion no further response is appropriate.

66. Denied.

67. The Defendant denies that Local 825 validly disassociated from the UPFFA on January 4, 2016. As to the remaining allegations of this Paragraph, the Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.

68. Denied.

COUNT II

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

1-64. Defendant's responses to Paragraphs 1 through 64 of Count One are hereby incorporated by reference as if more fully set forth herein.

65. The Defendant admits that Local 825 was a legislative only member of UPFFA in 2006.

The remaining allegations of this Paragraph are denied.

66. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves the Plaintiff to its proof.

67. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves the Plaintiff to its proof.

68. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves the Plaintiff to its proof.

69. Denied.

70. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.

71. The Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.

72. Denied.

73. Denied.

74. Denied.

COUNT III

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

1-64. Defendant's responses to Paragraphs 1 through 64 of Count One are hereby incorporated by reference as if more fully set forth herein.

65. Denied.

66. Denied.

67. The Defendant denies that such representations were made. As to the remaining allegations of this Paragraph, the Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.

68. Denied.

69. The Defendant denies that it utilized legislative only membership dues in ways not promised. As to the remaining allegations of this Paragraph, the Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.

70. Denied.

71. Denied.

COUNT IV

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

1-64. Defendant's responses to Paragraphs 1 through 64 of Count One are hereby incorporated by reference as if more fully set forth herein.

65. Denied.

66. Denied.

67. The Defendant denies that such representations were made. As to the remaining allegations of this Paragraph, the Defendant lacks sufficient knowledge upon which to form a belief and, therefore, leaves Plaintiff to its proof.

68. Denied.

69. Denied.

70. Denied.

SPECIAL DEFENSES

FIRST SPECIAL DEFENSE:

The Plaintiff comes to this Court with unclean hands in that it breached the terms of the parties' agreement by failing to follow the explicit procedure for disaffiliation, as set forth in the Policy Manual, and by refusing to tender payment of dues in accordance with the terms of said agreement. Additionally, the Plaintiff appeared at and participated in annual delegates meetings held by the Defendant from 2006 to December of 2015, during which meetings, the Defendant's budget for the upcoming fiscal year was discussed, displayed and approved. Prior to 2016, the Plaintiff did not raise any concerns regarding the Defendant's finances, and in fact, voted to approve said budgets. Furthermore, the Defendant's financial records have been openly accessible and available to any member in good standing and yet, at no time prior to the initiation of this action did the Plaintiff request to review or raise any concerns regarding said financial documents.

SECOND SPECIAL DEFENSE:

Some or all of the Plaintiff's claims may be barred by applicable statute of limitations.

THIRD SPECIAL DEFENSE:

Plaintiff failed to mitigate its damages, in that the Plaintiff appeared at and participated in annual delegates meetings held by the Defendant from 2006 to December of 2015, during which meetings, the Defendant's budget for the upcoming fiscal year was discussed, displayed and approved. Prior to 2016, the Plaintiff did not raise any concerns regarding the Defendant's finances, and in fact, voted to approve said budgets. Furthermore, the Defendant's financial records have been openly accessible and available to any member in good standing and yet, at no time prior to the initiation of this action, did the Plaintiff request to review or raise any concerns regarding said financial documents.

COUNTERCLAIMS

COUNT ONE (BREACH OF CONTRACT):

1. The Plaintiff and the Defendant entered into an agreement in or around 2006, whereby the Plaintiff agreed to tender payment of dues to the Defendant in exchange for affiliation status with the Defendant, which affiliation status included certain services to be provided by the Defendant.

2. Pursuant to the agreement between the parties, the Defendant did provide the afore-mentioned services to the Plaintiff.

3. In or around January 2016, the Plaintiff indicated to the Defendant its intent to disaffiliate, and immediately thereafter, ceased payment of dues, in violation of the parties' agreement.

4. The terms of the parties' agreement, as set forth in the Defendant's Policy Manual, require that notice of the intent to disaffiliate be provided no later than the 1st of September. The Policy Manual further dictates that failure to provide such notice will result in

the affiliation status remaining unchanged for the following Fiscal Year and further, that each affiliated local union shall be responsible for dues the entire Fiscal Year.

5. The Plaintiff's actions constitute a breach of the parties' agreement.
6. As a result of the Plaintiff's breach, the Defendant has suffered damages.

WHEREFORE, the Defendant claims:

1. Money Damages;
2. Costs and Attorney's Fees;
3. Such other relief as the Court deems just and reasonable.

THE DEFENDANT,

By: /s/ Nancy E. Valentino

Nancy E. Valentino
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CERTIFICATION

I certify that a copy of the above was or will immediately be mailed or delivered electronically or non-electronically on the above date to all counsel and self-represented parties of record and that written consent for electronic delivery was received from all counsel and self-represented parties of record who were or will immediately be electronically served, as follows:

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/s/ Nancy E. Valentino
Nancy E. Valentino