

**SUPERIOR COURT OF CONNECTICUT**  
**Complex Litigation Docket at Hartford**

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,  
LOCAL 825,

Plaintiff,

v.

UNIFORMED PROFESSIONAL FIRE FIGHTERS  
ASSOCIATION OF CONNECTICUT, INC.,

Defendant.

Case No. X07-HHD-CV-18-6101218-S

**MEMORANDUM OF LAW IN  
SUPPORT OF PLAINTIFF'S  
MOTION FOR PARTIAL SUMMARY  
JUDGMENT**

January 6, 2019

AND NOW comes Plaintiff International Association of Fire Fighters, Local 825 (“Local 825”), pursuant to Connecticut Practice Book Section 17-44, by and through its undersigned attorneys, and moves this Court for summary judgment as to Count One of its Third Amended Complaint,<sup>1</sup> for a declaratory judgment that Local 825 disaffiliated from the Uniformed Professional Fire Fighters Association (“UPFFA”), terminating its legislative only membership, on or about January 4, 2016, and that such disaffiliation was effective no later than January 1, 2017.

**FACTS**

Local 825’s Complaint alleges and UPFFA’s Answer admits that two levels of affiliation exist for IAFF local unions that wish to join UPFFA: “full membership” and “legislative only” membership. Third Amended Complaint (“Complaint”) (#133.00), Count I ¶ 17; Answer and Special Defense and Counterclaim (“Answer”) (#137.00), Count I ¶ 17. UPFFA also admitted that

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<sup>1</sup> Local 825 brings this motion to establish its disaffiliation from UPFFA and the effective date thereof as described in its Third Amended Complaint’s Prayer for Relief at p. 14, ¶ i.-a. This motion does not seek judgment as to whether Local 825 owes UPFFA dues for all or part of UPFFA’s 2016 fiscal year as described at p. 14, ¶ i.-b.

Local 825 did not join UPFFA as a “full” member in 2006 but began to pay “legislative only” membership dues. Complaint, Count I ¶¶ 18–19, 24; Answer, Count I ¶¶ 18–19, 24. From January 2016 through the present, Local 825 has not paid any dues to UPFFA. Complaint, Count I ¶ 43; Answer, Count I ¶ 43.

It was established at the evidentiary hearing on Local 825’s Motion for Temporary Injunction in this matter, through uncontroverted live and deposition testimony, that on January 4, 2016, Local 825’s executive board voted to disaffiliate from the UPFFA. Ex. A at 7:21–25. On January 6, 2016, Local 825 notified UPFFA via email of its vote to disaffiliate. *Id.* at 11:2–27. On January 26, 2016, Peter Carozza, UPFFA’s president, emailed Frank Ricci, Local 825’s president, and acknowledged receipt of President Ricci’s January 6, 2016 notice of Local 825’s disaffiliation and the fact of Local 825’s “withdrawal,” and requested that Local 825 reconsider its decision. Ex. A at 12:1–13. From January 6, 2016, until the end of 2016, there were at least two meetings and several phone calls between Peter Carozza and Frank Ricci concerning Local 825’s disaffiliation. Ex. A at 12:14–27, 14:22–15:27; Ex. B at 32:9–33:4. A theme of the second meeting was that Local 825 should “reconsider” its “disaffiliation” from the UPFFA. Ex. A at 15:22–27.

Neither the UPFFA’s Constitution and Bylaws nor its Policy Manual prohibit disaffiliation of a local union. The Policy Manual only requires that notice be given on or before September 1 of each year to be effective the following fiscal year and provides that, if notice is untimely, the state union “will assume that the affiliation of the Local shall remain unchanged for the following fiscal year.” Ex. C at 15. And as this Court noted, the bylaws of the International Association of Fire Fighters “says nothing about how to disaffiliate a local [union] from a state” association. Mem. of Decision on Mot., Case No. X07-HHD-CV-18-6101218-S (#137.00) (Dec. 10, 2018) at 3. “Therefore, under the state rules, the local is disaffiliated from the state union and owes no dues after the calendar year 2016.” *Id.* at 4.

It was also shown that UPFFA stopped providing services to Local 825 when Local 825 stopped paying per capita dues in 2016, and that various UPFFA officials regarded Local 825 as having disaffiliated. Secretary Louis DeMici testified at deposition that, at the time of a June 7, 2016 meeting of UPFFA's board, he regarded Local 825 as "still not affiliated with us" and that UPFFA had ceased to provide any services to Local 825. Ex. A at 98:9–99:27. UPFFA District Vice President Vincent Fusco testified at deposition that he tells the union rank and file "yeah, [Local 825] disaffiliated. Maybe they'll come back some day." Ex. A at 102:4–22. Richard Hart, UPFFA Director of Legislative Affairs, stated that one of the 2016 meetings between Local 825 and UPFFA representatives was to "find a solution.... to when they disaffiliated, to have them come back in.... and reaffiliate." Ex. A at 106:2–13.

### **STANDARD FOR SUMMARY JUDGMENT**

A motion for summary judgment is "designed to eliminate delay and expenses of litigating an issue when there is no real issue to be tried." *Wilson v. New Haven*, 213 Conn. 277, 279 (1989). Summary judgment shall be "rendered forthwith if the pleadings, affidavits and any other proof submitted show that there is not genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." *Suarez v. Dickmont Plastics Corp.*, 229 Conn. 99, 105 (1994); Connecticut Practice Book § 17-49. Once the moving party has submitted evidence in support of the motion for summary judgment, the burden is on the opposing party to present evidence that demonstrates the existence of some disputed factual issue. *Bartha v. Waterbury House Wrecking Co.*, 190 Conn. 8, 12–13 (1993); *see also Ferri v. Powell-Ferri*, 317 Conn. 223, 228 (2015) ("It is not enough, however, for the opposing party merely to assert the existence of such a disputed issue. Mere assertions of fact . . . are insufficient to establish the existence of a material fact and, therefore, cannot refute evidence properly presented to the court under Practice Book § [17-45]." (quoting *Ramirez v. Health Net of Northeast, Inc.*, 285 Conn. 1, 11 (2008))).

## ARGUMENT

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).

Local 825 is entitled to summary judgment that it disaffiliated from UPFFA on or about January 4, 2016 as a matter of law. Local 825 could disaffiliate from the UPFFA at any time as a matter of law, subject to reasonable notice procedures. *See Am. Brass Co.*, 140 Conn. at 461–63. There is no genuine issue as to the material fact that Local 825 provided notice of its disaffiliation to the UPFFA, and that the UPFFA did indeed have actual notice of the disaffiliation.<sup>2</sup>

Again, Frank Ricci emailed Peter Carozza on January 6, 2016, and stated that Local 825 was disaffiliating from the UPFFA. The notice was acknowledged by Peter Carozza, again via email. Peter Carozza made no objection to the form of Local 825's disaffiliation notice at that time.

That UPFFA had actual notice is indisputable. Peter Carozza acknowledged receipt of Local 825's January 6, 2016 disaffiliation notice, and UPFFA then stopped providing services to Local 825 upon receipt of that disaffiliation notice, and considered Local 825 to be disaffiliated. Frank Ricci, Peter Carozza, and other UPFFA and Local 825 officials met on two occasions to discuss Local 825's disaffiliation and whether Local 825 should "reaffiliate." Not only did the UPFFA have actual notice of Local 825's disaffiliation notice, but it acted as though Local 825's disaffiliation was effective immediately by not waiting until the following calendar year to acknowledge the disaffiliation and stop providing services.

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<sup>2</sup> As a matter of contract law, the Court favors actual notice over the punctilious enforcement of a specified form of notice. *Yanni v. DelPonte*, 31 Conn. App. 350, 354 (1993); *B. Finder Associates v. Coldform, Inc.*, 39 Conn. L. Rptr. 342, 2005 WL 1331811 at \*2 (Superior Ct., Jud. Dist. of New Britain, May 5, 2005). Even oral notice is sufficient when it provides actual notice. *Id.*



David R. Osborne (admitted *pro hac vice* (439538))  
Pa. Attorney I.D. No. 318024  
E-mail: david@fairnesscenter.org  
Joshua M. Montagnini (admitted *pro hac vice* (439976))  
Pa. Attorney I.D. No. 325157  
E-mail: jmmontagnini@fairnesscenter.org  
THE FAIRNESS CENTER  
500 North Third Street, Floor 2  
Harrisburg, Pennsylvania 17101  
Phone: 844.293.1001  
Facsimile: 717.307.3424

*Attorneys for Plaintiff, International Association of Fire Fighters,  
Local 825*

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**CERTIFICATE OF SERVICE**

I certify that on January 6, 2019, a copy of the foregoing Motion for Partial Summary Judgment and any related exhibits in support thereof will be forwarded to the below counsel of record:

Nancy E. Valentino  
Gesmonde, Pietrosimone & Sgrignari, LLC  
3127 Whitney Avenue  
Hamden, Connecticut 06518

Dated: January 6, 2019

By:           //s// Craig C. Fishbein, Esq. 420267            
Craig C. Fishbein, Esq.  
FISHBEIN LAW FIRM, LLC  
100 South Main Street  
P.O. Box 363  
Wallingford, Connecticut 06492  
Telephone: 203.265.2895  
Facsimile: 203.294.1396  
E-mail: ccf@fishbeinlaw.com

*Attorney for Plaintiff, International Association of Fire Fighters,  
Local 825*