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and Stephen Catanese*

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF PENNSYLVANIA  
PITTSBURGH DIVISION

MEGAN M. JAMES, et al.,  
  
Plaintiffs,  
  
v.  
  
SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 668; et al.,  
  
Defendants.

CASE NO.: 2:19-cv-00053-CB  
**ANSWER OF DEFENDANT SEIU  
LOCAL 668**

**ANSWER OF DEFENDANT SEIU LOCAL 668**

Defendant SEIU Local 668 (“Defendant”) hereby submits its Answer to the Complaint filed by Plaintiffs in the above-captioned action. Except as expressly admitted below, all allegations are denied.

**SUMMARY OF THE CASE**

1. Defendant admits that Plaintiffs’ Complaint seeks the relief described in Paragraph 1, but denies that Plaintiffs are entitled to such relief and otherwise denies the allegations in Paragraph 1.

2. The allegations of Paragraph 2 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 2.

3. The first sentence of Paragraph 3 contains legal conclusions to which no response is required. Defendant denies the remaining allegations of Paragraph 3.

4. Defendants deny that they continue to deduct union dues or the equivalent thereof from Plaintiffs’ wages. Defendant admits that Plaintiffs’ Complaint seeks compensatory and nominal damages, but otherwise denies the allegations in Paragraph 4.

**JURISDICTION AND VENUE**

5. The allegations of Paragraph 5 state legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations in Paragraph 5.

6. Defendant admits that Plaintiffs’ Complaint seeks relief under 42 U.S.C. §1983, but denies that Plaintiffs have stated a cause of action or are entitled to relief, and denies that this Court has subject matter jurisdiction over Plaintiffs’ Complaint.

7. The allegations of Paragraph 7 state legal conclusions to which no response is required. To the extent a response is required, Defendants deny the allegations of Paragraph 7.

8. Defendant admits that it conducts business and maintains offices in this judicial district. Defendant admits that a substantial part of the events giving rise to this action occurred in this judicial district. The remaining allegations of Paragraph 8 state a legal conclusion to which no response is required.

**PARTIES**

- 9. Defendant admits the allegations in Paragraph 9.
- 10. Defendant admits the allegations in Paragraph 10.
- 11. Defendant admits the allegations in Paragraph 11.
- 12. Defendant admits the allegations in Paragraph 12.
- 13. Defendant admits that Stephen Catanese is the President of Local 668.

However, Defendant denies that Mr. Catanese is a proper defendant to this action.

- 14. Defendant admits the allegations in Paragraph 14.
- 15. Defendant admits the allegations in Paragraph 15.
- 16. Defendant admits the allegations in Paragraph 16.
- 17. Defendant admits the allegations in Paragraph 17.
- 18. Defendant admits that Anna Maria Kiehl is the Chief Accounting Officer for the

Commonwealth of Pennsylvania and Deputy Secretary for the Office of Comptroller. Defendant lacks sufficient knowledge or information to admit or deny the remaining allegations of Paragraph 18, and on that basis denies such allegations.

**CLASS ACTION ALLEGATIONS**

19. Defendant admits that Plaintiffs' Complaint includes class allegations but denies that a class action can be properly maintained and otherwise denies the allegations of Paragraph 19.

20. Defendant denies the allegations in Paragraph 20.

21. Paragraph 21 contains legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations of Paragraph 21.

22. Paragraph 22 contains legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations of Paragraph 22.

23. Paragraph 23 contains legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations of Paragraph 23.

24. Paragraph 24 contains legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations of Paragraph 24.

1 25. Paragraph 25 contains legal conclusions to which no response is required. To  
2 the extent a response is required, Defendant denies the allegations of Paragraph 25.

3 26. Paragraph 26 contains legal conclusions to which no response is required. To the  
4 extent a response is required, Defendant denies the allegations of Paragraph 26.

5 27. Paragraph 27 contains legal conclusions to which no response is required. To the  
6 extent a response is required, Defendant denies the allegations of Paragraph 27.

7 28. Paragraph 28 contains legal conclusions to which no response is required. To the  
8 extent a response is required, Defendant denies the allegations of Paragraph 28.

9 29. Defendant lacks sufficient knowledge or information to admit or deny the  
10 allegations of Paragraph 29, and on that basis denies such allegations.

11 30. Defendant admits that Plaintiffs' Complaint seeks relief under 42 U.S.C. §1983,  
12 but denies that Plaintiffs have stated a cause of action or are entitled to relief, or that this Court  
13 has jurisdiction over Plaintiffs' claims. Defendant admits it maintains an office and conducts  
14 business in the Western District of Pennsylvania. Defendant lacks sufficient knowledge or  
15 information to admit or deny that other Defendants reside or maintain offices and conduct  
16 significant business in the Western District of Pennsylvania, and on that basis denies this  
17 allegation as to other defendants. Defendant denies the remaining allegations in Paragraph 30.

18 31. Defendant denies that this action could appropriately be maintained as a class  
19 action. Defendant denies that there will be no difficulties in managing this action as a class action.  
20 Defendant lacks sufficient knowledge or information to admit or deny the remaining allegations of  
21 Paragraph 31, and on that basis denies the remaining allegations.

22 32. Defendant denies that this action could appropriately be maintained as a class  
23 action. Defendant otherwise denies the allegations of Paragraph 32.

24 **FACTUAL ALLEGATIONS**

25 33. Defendant admits that it entered into a CBA with the Commonwealth of  
26 Pennsylvania establishing certain terms and conditions of Plaintiffs' employment. Defendant  
27 denies that it did so under color of state law, or acting in concert with the Commonwealth of  
28

1 Pennsylvania. Defendant denies that the provisions set forth in the CBA necessarily reflect  
2 policies or practices applied to Plaintiffs.

3 34. Defendant admits the allegation in Paragraph 34.

4 35. The CBA is a written document that speaks for itself, such that no further response  
5 is required. To the extent Plaintiffs allege that Defendant applied the terms of the Article to  
6 Plaintiffs, Defendant denies those allegations.

7 36. Paragraph 36 contains legal conclusions to which no response is required. Those  
8 legal conclusions include characterizing statutes that speak for themselves and to which Defendant  
9 respectfully refers the Court.

10 37. Paragraph 37 contains legal conclusions to which no response is required. Those  
11 conclusions include characterizing statutes that speak for themselves and to which Defendant  
12 respectfully refers the Court. Defendant otherwise denies the allegations of Paragraph 37.

13 38. The CBA is a written document that speaks for itself, such that no further  
14 response is required.

15 39. Defendant admits that it received a certified letter from each Plaintiff at its  
16 headquarters. Defendant lacks sufficient knowledge or information to admit or deny the  
17 remaining allegations in Paragraph 39, and on that basis denies such allegations.

18 40. Defendant admits that it received a letter from each Plaintiff requesting to withdraw  
19 from Union membership and purporting to revoke any prior authorization for dues deductions.  
20 Defendant lacks sufficient knowledge or information to admit or deny the remaining allegations in  
21 Paragraph 40, and on that basis denies such allegations.

22 41. Defendant lacks sufficient knowledge or information to admit or deny the  
23 allegations of Paragraph 41, and on that basis denies such allegations.

24 42. Defendant lacks sufficient knowledge or information to admit or deny the  
25 allegations of Paragraph 42, and on that basis denies such allegations.

26 43. Defendant admits that Mr. Catanese received an email from Megan James on  
27 October 4 requesting his assistance in ceasing dues deductions. Defendant otherwise denies the  
28 allegations in Paragraph 43.

1           44.     Defendant admits that a Local 668 employee mailed Plaintiffs the letters  
2 identified as “Exhibit B” and attached to the Complaint. Defendant denies that the letters reflect  
3 Defendant’s policy with respect to processing member resignations either at the time the letters  
4 were sent or at present. Defendant denies that it has or had a policy or practice of denying  
5 Plaintiffs’ requests to withdraw membership.

6           45.     Defendant denies that it is currently receiving dues deductions from Plaintiffs, and  
7 denies that it has received any deductions since February 1, 2019. Defendant denies the  
8 remaining allegations in Paragraph 45.

9           46.     Defendant denies that it is currently receiving dues deductions from Plaintiffs, and  
10 denies that it has received any deductions since February 1, 2019. Defendant denies the  
11 remaining allegations in Paragraph 46.

12           47.     Defendant denies that it currently considers Plaintiffs to be members and denies that  
13 it has received any membership dues from Plaintiffs since February 1, 2019. Defendant denies the  
14 remaining allegations in Paragraph 47.

15           48.     Defendant denies that it is currently receiving dues deductions from Plaintiffs,  
16 and denies that it has received any deductions since February 1, 2019. Defendant denies the  
17 remaining allegations in Paragraph 48.

18           49.     Defendant lacks sufficient knowledge to admit or deny the allegation of  
19 Paragraph 49 concerning Plaintiffs’ state of mind and on that basis denies the allegation.  
20 Defendant otherwise denies the allegations of Paragraph 49.

21   **CLAIMS FOR RELIEF—COUNT 1**

22           50.     Defendant incorporates by reference its responses to the allegations contained in  
23 the preceding paragraphs as if fully set forth herein.

24           51.     Paragraph 51 contains legal conclusions to which no response is required. To the  
25 extent a response is required, Defendant denies the allegations of Paragraph 51.

26           52.     Paragraph 52 contains legal conclusions to which no response is required. To the  
27 extent a response is required, Defendant denies the allegations of Paragraph 52.

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1 53. Paragraph 53 contains legal conclusions to which no response is required. To the  
2 extent a response is required, Defendant denies the allegations of Paragraph 53.

3 54. Paragraph 54 contains legal conclusions to which no response is required. To  
4 the extent a response is required, Defendant denies the allegations of Paragraph 54.

5 55. Paragraph 55 contains legal conclusions to which no response is required. To the  
6 extent a response is required, Defendant denies the allegations of Paragraph 55.

7 56. Paragraph 56 contains legal conclusions to which no response is required. To the  
8 extent a response is required, Defendant denies the allegations of Paragraph 56.

9 57. Paragraph 57 contains legal conclusions to which no response is required. To the  
10 extent a response is required, Defendant denies the allegations of Paragraph 57.

11 58. Paragraph 58 contains legal conclusions to which no response is required. To the  
12 extent a response is required, Defendant denies the allegations of Paragraph 58.

13 **PRAYER FOR RELIEF**

14 Plaintiffs' Prayer for Relief does not require a response. To the extent the Prayer for  
15 Relief, including each and all of its subparagraphs, states any allegations, Defendant denies them.  
16 Defendant denies that Plaintiffs are entitled to any relief in this case.

17 **FIRST AFFIRMATIVE DEFENSE**

18 Plaintiffs' claims are moot because Defendant has processed Plaintiffs' resignation  
19 requests and has refunded to Plaintiffs any funds deducted from their wages following their  
20 resignations.

21 **SECOND AFFIRMATIVE DEFENSE**

22 Defendant acted in good faith based on the law in effect at the time.

23 **THIRD AFFIRMATIVE DEFENSE**

24 Defendant is entitled to qualified immunity.

25 **FOURTH AFFIRMATIVE DEFENSE**

26 Defendant acted in accordance with state statutes, regulations, and controlling state court,  
27 Third Circuit, and U.S. Supreme Court precedent.

28 **FIFTH AFFIRMATIVE DEFENSE**

1 Defendant acted without malice.

2 **SIXTH AFFIRMATIVE DEFENSE**

3 Defendant is entitled to governmental immunity because it acted in cooperation with  
4 public officials pursuant to state law.

5 **SEVENTH AFFIRMATIVE DEFENSE**

6 Plaintiffs' claim for monetary relief is barred because such relief would constitute unjust  
7 enrichment.

8 **EIGHTH AFFIRMATIVE DEFENSE**

9 Plaintiffs are estopped from seeking retrospective relief.

10 **NINTH AFFIRMATIVE DEFENSE**

11 Plaintiffs' claims are barred because they consented to the actions that they challenge.

12 **TENTH AFFIRMATIVE DEFENSE**

13 Plaintiffs' claims are barred by laches.

14 **ELEVENTH AFFIRMATIVE DEFENSE**

15 Any relief awarded to Plaintiffs must be offset by the benefits they received from  
16 representation by Defendant.

17 **TWELFTH AFFIRMATIVE DEFENSE**

18 Plaintiffs' claims are barred by the statute of limitations to the extent they seek relief for  
19 actions outside the applicable limitations period.

20 **THIRTEENTH AFFIRMATIVE DEFENSE**

21 Plaintiffs' claims are barred because Defendant did not engage in "state action" within the  
22 meaning of 42 U.S.C. §1983.

23 **ADDITIONAL DEFENSES**

24 Defendant reserves the right to amend its Answer to assert additional affirmative defenses  
25 based on further investigation and discovery.

26 **PRAAYER**

27 WHEREFORE, Defendant prays that the Court:

28 1. Deny Plaintiffs any relief and enter judgment in favor of Defendant.



- 1 2. Award Defendant its costs and attorneys' fees.
- 2 3. Award Defendant such other and further relief as is just and proper.

3  
4 Dated: March 29, 2019

Respectfully Submitted,

5 /s/P. Casey Pitts

P. Casey Pitts (CA262463)

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*and Stephen Catanese*

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