

**COURT OF COMMON PLEAS OF PENNSYLVANIA
HUNTINGDON COUNTY**

CORY YEDLOSKY and CHRIS TAYLOR,

Plaintiffs,

v.

PENNSYLVANIA STATE CORRECTIONS OFFICERS
ASSOCIATION, LOCAL SCI-HUNTINGDON; BRYAN
PERONI, in his official and personal capacities; and
PENNSYLVANIA STATE CORRECTIONS OFFICERS
ASSOCIATION,

Defendants.

Case No. 2019-1791

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CIVIL ACTION

FEB 28 2023

**PLAINTIFFS' MOTION FOR
SUMMARY JUDGMENT**

Pursuant to Pennsylvania Rule of Civil Procedure 1035.2, Plaintiffs Cory Yedlosky and Chris Taylor (collectively, "Plaintiffs"), by and through their undersigned counsel, hereby file this Motion for Summary Judgment against Defendants Pennsylvania State Corrections Officers Association, Local SCI-Huntingdon (the "Local"), Bryan Peroni ("Peroni"), and Pennsylvania State Corrections Officers Association ("PSCOA")¹ (collectively, "Defendants"), and aver as follows:

BACKGROUND

1. This case arose out of Plaintiffs' search for answers concerning their unions' use and handling of dues while Plaintiffs were members. The claims in this matter result from Defendant Unions' utter failure to adhere to their contract with members regarding how union dues would be handled. The breaches by officials of Defendant Unions during the years Plaintiffs were members led to the loss of funds potentially into seven figures—funds that largely remain unrecovered to this day.

¹ The Local and PSCOA are referred to jointly as the "Unions" or "Defendant Unions."

2. Plaintiffs initiated this action by Praeceptum for Summons on November 19, 2019 and filed their initial Complaint in this matter on January 17, 2020, alleging claims arising from the disappearance of funds, including union dues paid by Plaintiffs, from the Local's bank account, due to the actions of Defendants.

3. Plaintiffs filed the operative Fourth Amended Complaint ("Complaint") on February 16, 2021.² R. 00001–00167 (Complaint (Ex. A)).

4. Defendant Peroni filed an Answer to the Complaint on February 23, 2021, and Defendant Unions filed an Answer on February 25, 2021. R. 00168–00219 (Exs. B and C).

5. Thereafter, the Parties engaged in discovery consisting of exchange of documents, interrogatories and responses thereto, and depositions. R. 00220–01771 (Exs. D, E, F, G, H, I, J, K, L, M, N, and O).

6. Discovery is now complete, and Plaintiffs move for summary judgment on their claims.

BRIEF STATEMENT OF APPLICABLE AUTHORITY

7. Summary judgment is appropriate "in those cases where the record clearly demonstrates that there are no genuine issues of material fact and that the moving party is entitled to judgment as a matter of law." *Sphere Drake Ins. Co. v. Phila. Gas Works*, 782 A.2d 510, 512 (Pa. 2001).

8. Summary judgment should be granted "whenever there is no genuine issue of any material fact as to a necessary element of the cause of action or defense which could be established by additional discovery or expert report." Pa.R.Civ.P. 1035.2(1).

² True and correct copies of each of Plaintiffs' exhibits for purposes of this Motion for Summary Judgment are attached hereto and incorporated herein as "Plaintiffs' Record Exhibits." Plaintiffs' Record Exhibits are all individually labeled and prefaced with a table of contents. The entirety of Plaintiffs' Record Exhibits is Bates-numbered sequentially from 00001 to 04019. Plaintiffs' citations herein will refer to the numbered page as it appears in the entirety of Plaintiffs' Record Exhibits as "R. _____" for the benefit of the Court.

9. Summary judgment is appropriate in this case because the record reveals and Defendant Unions have admitted that they repeatedly breached their contract with Plaintiffs and failed to ensure that officials followed the Unions' own Constitution, bylaws, and policies.

10. Moreover, Defendant Peroni admitted that he misrepresented his performance of his duties and the Local's financial status, and, in reliance on Peroni's material misrepresentations, Plaintiffs continued paying union dues to the Union, which was to their detriment.

11. As a result of Defendants' conduct, Plaintiffs suffered losses in the form of damages from the breach of their contract with the Unions, lost union dues, inadequate representation, and loss of confidence in the Unions' ability to fairly represent Plaintiffs' interests.

12. However, discovery has further elucidated that hundreds of thousands of dollars and upwards of millions of dollars of the Unions' funds remain unaccounted for.

STATEMENT OF UNDISPUTED MATERIAL FACTS

PSCOA and the Local's Promises to its Members

13. As a local affiliate of the state-wide PSCOA, the Local represents that it is a membership organization representing employees of the Department of Corrections to "promote the welfare of such employees" and "secure improved wages, hours, working conditions and other economic advantages for our members and their families through collective bargaining" R. 00029 (PSCOA Const., art. II).

14. Membership in the unions is voluntary and members pay dues each pay period through payroll deductions. R. 00053 (*id.* at art. XII).

15. The PSCOA Constitution guarantees that the benefits of membership are reserved to active members in good standing. R. 00052 (*id.* at art. XI, sec. 2).

16. The PSCOA Constitution, Article XIII, Section 1 represents as follows:

All funds and/or property of the . . . Local Unions or other subordinate bodies . . . shall not be transferred or conveyed to any other person . . . except as permitted in this Constitution.

R. 00054.

17. The PSCOA Constitution, Article XIII, Section 2 represents as follows:

The funds and/or property of the . . . Local Union or subordinate body shall be used for such purposes only as are specified in this Constitution or in accordance with policies duly adopted and approved by the Executive Board. No Member . . . shall possess any right, title, interest or claim of any kind, actual or beneficial, in the funds, property, assets, entitlements or expectancies of this Association.

R. 00054.

18. The PSCOA Constitution, Article XIII, Section 3 represents as follows:

In no event shall the funds, property or assets of the Association, a Local Union or subordinate body be loaned or donated to members.

R. 00054.

19. Article X, Section 9 of PSCOA's Constitution requires that "[a]ll Local Union checks and/or drafts shall require two signatures, one of which must be the Treasurer and the other to be an officer and/or member of the Local Union Executive Board, other than the President." R. 00051.

20. Under PSCOA policy in effect since 2004, all Local Union officials must be administered an "Oath of Office." R. 00072–00073.

21. PSCOA's Oath of Office requires union officials to affirm that they will abide by PSCOA's Constitution and Bylaws and return all union property upon termination of service as a union officer. R. 00072–00073.

22. There is no dispute that Plaintiffs were members of Defendant Unions at all times relevant to this action, as confirmed by Defendant Unions in their discovery responses. *See* R. 00253 (Defendant Unions' Answers to Plaintiffs' First Set of Interrogatories (Ex. F) at No. 32).

23. From the time they joined Defendant Unions, Plaintiffs paid membership dues to PSCOA and the Local in exchange for the benefits of membership until PSCOA acknowledged Plaintiffs' membership resignations. *See* R. 00253 (*id.* at Nos. 31, 32).

24. These dues paid by Plaintiffs remain in the possession of Defendant Unions. R. 00252 (*id.* at No. 29).

25. Defendants represented to members of the Local that PSCOA provided the Local with a monthly budget of \$2,000.00 to cover the Local's monthly expenses. *See, e.g.*, R. 00357 (Deposition of Bryan Peroni (Ex. H) (hereinafter, "Peroni Deposition") at 83).

26. During the period in question, PSCOA and Local officials, including Defendant Peroni, made numerous representations to Plaintiffs, including regular oral reports at monthly union meetings, regarding the management of the Local's finances. R. 00355–00358 (*id.* at 81–84).

27. Defendant Peroni never informed Plaintiffs of any financial irregularities or wrongdoing. R. 00360 (*id.* at 86).

28. In fact, during the monthly union meetings, PSCOA and its Local officials, including Defendant Peroni, often reported that the Local expended less than the \$2,000.00 in its monthly budget. R. 00355–00358 (*id.* at 81–84); *see also, e.g.*, R. 02264, 02266, 02268, 02271, 02273, 02274, 02276, 02278, 02280, 02282, 02284 (Local Meeting Minutes (Ex. P) from 2016).

Defendant Peroni's Misappropriations

29. Defendant Peroni is a former employee of the Pennsylvania Department of Corrections at SCI-Huntingdon and became an elected official of the Local in approximately January 2009. He served in that position through at least January 2018. R. 00301–00302 (Peroni Deposition at 27–28); R. 00253 (Defendant Unions' Answers to Plaintiffs' First Set of Interrogatories at No. 33).

30. As the duly elected treasurer of the Local, Defendant Peroni served as an official of PSCOA and the Local, subject to the provisions of the PSCOA Constitution, bylaws, and policies. *See* R. 00049–00051 (PSCOA Const., art. X).

31. In his official position, Defendant Peroni was entrusted with managing the Local's finances on behalf of members, including Plaintiffs. This position of trust included making payments on behalf of the Local using the funds held in the Local's bank account at Northwest Bank. R. 00363 (Peroni Deposition at 89).

32. Defendant Peroni took the Oath of Office, as required by PSCOA policy, upon being elected treasurer. R. 00340 (*id.* at 66).

33. PSCOA Constitution, Article XIII, Sections 1–3 guarantee that PSCOA funds shall not be misappropriated, misallocated, or in any way conveyed to any person, entity, member, or organization, except as permitted by the Constitution. R. 00054.

34. During Defendant Peroni's term as treasurer of the Local, the Local's bank account bore Peroni's name and Peroni listed his personal residence as the Local's address. R. 00299, 00324, 00371–00372 (Peroni Deposition at 25, 50, and Ex. 1).

35. Accordingly, bank statements and other documents related to the bank account of the Local were sent directly to Defendant Peroni's home while he was the Local's treasurer. R. 00324 (*id.* at 50).

36. While Defendant Peroni was the Local's treasurer, Peroni wrote checks from the Local's bank account without obtaining a second signature from an officer and/or member of the Local's Executive Board. R. 00343 (*id.* at 69).

37. The failure to obtain a second signature on all checks written from the Local's bank account was in contradiction to the requirements of the PSCOA Constitution, Article X, Section 9. R. 00051.

38. Defendant Peroni's failure to obtain a second authorized signature on checks written from the Local's bank account resulted in his conveying at least approximately \$29,365.00 of union funds improperly. *See* R. 00086, 03383 (PSCOA's Audit of Peroni (part of Ex. A and Ex. W) at 7 (hereinafter, the "Peroni Audit") (noting that Peroni misappropriated that sum from the Local); *see also* R. 00362 (Peroni Deposition at 88).

39. During his term as treasurer of the Local, Peroni wrote checks to himself and to other union officials from the Local's bank account for purported "cell phone" reimbursements. R. 00083–00084 (Peroni Audit at 4–5).

40. PSCOA's policy on reimbursable expenses authorizes only a local president and/or vice president to receive a cell phone reimbursement, for a total of \$150.00 per month per local union. R. 00075 (PSCOA Reimbursable Expenses Policy); *see also* R. 00103 (Peroni Audit at Appendix I).

41. During his term as treasurer, and at least from January 2016 through January 2018, Peroni wrote approximately one check per month to himself and one to another Local union official (secretary) conveying, on average, \$100.00 of the Local's funds each to himself and to the other union official, with the memo line of the check explaining these payments as "cell phone" reimbursements. R. 00088 (Peroni Audit at 9).

42. Defendant Peroni and the other official were not eligible for cell phone reimbursements from the unions during this time period while he was the Local's treasurer. R. 00075 (PSCOA Reimbursable Expenses Policy).

43. These purported "cell phone" reimbursement checks, which were cashed, were a violation of PSCOA policy on cell phone reimbursement that led to Defendant Peroni improperly issuing \$3,300.00 of union funds to himself and \$2,400.00 of union funds to another Local union

official to which they were not entitled for 2016–2018. R. 00088–00090, 00093 (Peroni Audit at 9–11, 14).

44. PSCOA’s policy on reimbursable expenses authorizes a maximum of \$600.00 per year for charitable donations. R. 00075.

45. During his term as treasurer, and at least during the years 2016 and 2017, Defendant Peroni wrote at least 23 checks on the Local’s bank account conveying approximately \$11,400.00 of the Local’s funds to himself as purported reimbursements for donations to SCI-Huntingdon’s Wellness Center and SCI-Huntingdon’s Social Events Committee. R. 00098–00099 (Peroni Audit at 19–20).

46. The amount of these purported donations and reimbursements exceeds the annual amount authorized for charitable donations under PSCOA policy. R. 00075.

47. During his term as treasurer, and at least during the years 2016 and 2017, Defendant Peroni wrote at least seven checks on the Local’s bank account conveying approximately \$1,420.00 of Local funds to himself without providing a notation in the check’s memo line identifying the basis for the reimbursement or providing a record or receipt of the goods or services obtained on behalf of the Local necessitating a personal reimbursement. R. 00100 (Peroni Audit at 21).

48. Defendant Peroni, acting on behalf of Defendant Unions, violated the Oath of Office by issuing to himself and others and/or accepting Plaintiffs’ union dues as his personal property and by failing to return the property to the unions upon his termination of service, in violation of the PSCOA Constitution, bylaws, and/or policies. *See generally* R. 00078–00166, 03284–03479 (Peroni Audit and Related Documents (Ex. W)).

49. Defendant Peroni’s actions violated the Unions’ Constitution, bylaws, and/or policies, and the unions thus knew or should have known of these violations by their own officials. Peroni confirmed this at his deposition:

Q. And when you signed checks as the Treasurer, did you get two signatures on them?

A. No, sir.

Q. How many signatures did you have on it?

A. One signature.

Q. And did PSCOA ever come back to you and --- and ask you whether you had two signatures on all checks?

A. No, sir.

Q. But they received the bank statements where their --- the cancelled checks had a picture of the 24 checks you wrote. Correct?

A. Yes, sir.

Q. Yeah. So it would be fair to say if the Treasurer had been reviewing that he or she would have seen that there was only one signature on those checks?

A. Yes.

R. 00343--00344 (Peroni Deposition at 69--70).

Defendant Unions' Responsibility for and Endorsement of Peroni's Actions

50. At no point in time did the Unions intervene to prevent the continual violations of PSCOA's Constitution, bylaws, and/or policies. To the contrary, Defendant Unions did almost nothing to ensure that PSCOA's Constitution, bylaws, and/or policies were upheld. At his deposition, Defendant Peroni explained the Union's utter failure to not only oversee him, but to provide any type of training or instruction whatsoever:

Q. Okay. So going back to the reports that you had sent to PSCOA that you said were handwritten ---

A. Yes.

Q. --- and that you attached the bank statements to, what were those handwritten reports that you sent to PS --- PSCOA?

A. What I bought, the amount, who it went to, and the receipt for what I purchased.

Q. Okay. And you sent that, you said, to the PSCOA's Treasurer?

A. Yes, sir.

Q. And did the PSCOA's Treasurer ever come back to you and say, hey, I need more supporting information?

A. No, sir.

Q. Did the Treasurer ever come back to you after you submitted a report and said this doesn't follow our guidelines, this isn't the correct way to submit a report?

A. No, sir.

Q. Did PSCOA's Treasurer ever train you how to submit a report?

A. No, sir.

...

Q. Okay. Did they give you any instructional books on how to do your Treasurer duties?

A. No, sir.

Q. Okay. Did PSCOA ever give you any documentation on how to be the Treasurer for the Local?

A. No, sir.

Q. Did they ever train you on how to be a Treasurer for the Local?

A. No, sir.

R. 00333–00335 (*id.* at 59–61).

51. Defendant Unions have also admitted that they “have no written record of any education, information or training that was conducted by PSCOA in regard to their Constitution, Bylaws and Policies.” R. 00240 (Defendant Unions' Answers to Plaintiffs' First Set of Interrogatories at No. 5).

52. Defendant Unions, by and through their officials, agreed to, allowed, and/or participated in the improper expenditure of union funds and failure to return union funds, and/or deliberately chose not to enforce or ensure compliance with the rules governing union funds

contained in the PSCOA Constitution, bylaws, and/or policies. In addition to not training or providing Defendant Peroni with policies fundamental to his role as local treasurer, Defendant Unions never required Peroni to perform several of his mandatory duties as a local treasurer. R. 00342–00343 (Peroni Deposition at 68–69) (PSCOA did not tell Peroni or require him to be bonded pursuant to his contractual duties as treasurer); R. 00345–00346 (*id.* at 71–72) (PSCOA did not require Peroni to submit monthly financial statements or convene a local finance committee pursuant to his duties as treasurer).

53. In fact, Defendant Unions never even provided Peroni with the list of his duties as treasurer, and never made any inquiries into the state of the Local's finances under Peroni:

Q. Just to clarify, did PSCOA ever tell you what your responsibilities were as the Treasurer of the Local?

A. No, sir.

Q. Did PSCOA ever offer you training in order for you to fulfill your responsibilities as Treasurer of the Local?

A. No, sir.

Q. In addition to the expense reports that you talked about earlier in your testimony that you'd send to PSCOA's Treasurer, did you file any other types of reports to PSCOA?

A. Reports as in like what?

Q. In your role as Treasurer.

A. No, sir.

Q. Did PSCOA, in your role as Treasurer, ever come to you as the Treasurer and ask the financial state of the Local?

A. No, sir.

Q. Did PSCOA Officers or officials ever come to you as the Treasurer of the Local and ask for a report of the Local's finances?

A. Isn't that what you just asked me?

Q. A little bit different.

A. No, sir.

Q. Okay. Did any PSC --- PSCOA official or Officer ever reject any of your reimbursement requests or financial reports that you submitted as Treasurer of the Local?

A. No, sir.

Q. I think I asked you this one already. But let me do this again. Did any PSCOA Officer or official ever request additional documentation to support anything you submitted to PSCOA as --- in your role as the Treasurer of the Local?

A. No, sir.

R. 00351–00353 (*id.* at 77–79).

54. Peroni never received any education or training even though he attended at least one PSCOA State Board meeting early in his tenure as Local Treasurer. *See* R. 02731 (PSCOA State Board Meeting Minutes (Ex. R), September 17, 2010) (noting Peroni’s attendance); R. 00253 (Defendant Unions’ Answers to Plaintiffs’ First Set of Interrogatories at No. 33) (noting Peroni’s position as Local Treasurer in 2010).

55. Amazingly, Defendant Unions even failed to ensure that Peroni’s access to the Local’s funds ceased when he supposedly left the office of treasurer, and he continued to write checks into 2018. *See* R. 00300–00301 (Peroni Deposition at 26–27); R. 00253 (Defendant Unions’ Answers to Plaintiffs’ First Set of Interrogatories at No. 33) (noting that Peroni’s position as Treasurer officially ended in 2017).

56. Defendant Unions’ failure to ensure compliance with the PSCOA Constitution, bylaws, and/or policies concerning the proper management of the Local’s finances allowed the Local to improperly convey at least approximately \$20,000.00 in members’ dues during Defendant Peroni’s term as a union official, at least during the years of 2016 through the end of his term. *See generally* R. 00078–00166 (Peroni Audit); R. 00294–00368 (Peroni Deposition).

57. Upon the end of Defendant Peroni's terms as Local treasurer, the Unions did not require him to return the union property he held, and he did not make any restitution to the Unions until October 14, 2020, nearly a year after the inception of this action. R. 00361–00362 (Peroni Deposition at 87–88).

58. Even then, the Unions did not seek and Peroni did not pay any interest on the funds he misappropriated. R. 00362 (*id.* at 88); R. 00671–00672 (Deposition of Raymond Johnston (Ex. K) (hereinafter, "Johnston Deposition") at 45–46).

59. Moreover, the Unions never sought to recover any of the improper cell phone reimbursements Peroni made to himself and the Local secretary in contradiction to PSCOA policy. R. 00672 (Johnston Deposition at 46).

60. As a result of the violations of the Unions' own Constitution, bylaws, and/or policies, union funds were expended improperly to the detriment of Plaintiffs and Plaintiffs have lost confidence and trust in the Unions and their ability to properly and adequately represent their bargaining unit because of the Unions' failures to follow and enforce the PSCOA Constitution, bylaws, and/or policies. R. 00514–00516 (Deposition of Cory Yedlosky (Ex. I) (hereinafter, "Yedlosky Deposition") at 43–45); R. 00597 (Deposition of Chris Taylor (Ex. J) (hereinafter, "Taylor Deposition") at 52).

61. Moreover, Plaintiffs lost the benefit of the bargain in the form of their dues payments to Defendant Unions on the premise that the Unions' Constitution, bylaws, and policies would be upheld. R. 00513–00514 (Yedlosky Deposition at 42–43) (noting that part of his damages are the dues paid to Defendant Unions).

62. According to records provided by Defendant Unions, Plaintiff Chris Taylor paid at least \$11,874.57 to Defendant Unions in dues from about April 8, 2014 to July 26, 2019. R. 03149–03156 (Dues Deduction Records (Ex. T)).

63. Plaintiff Cory Yedlosky paid at least \$9,397.61 to Defendant Unions in dues from about January 14, 2005 to July 26, 2019. R. 03156–03172 (*id.*).

64. Between approximately January 2019 and July 2019, Plaintiffs examined the Local’s records, including bank statements and cancelled checks and discovered approximately \$19,606.00 of the Local’s funds were improperly conveyed by Defendants in violation of the PSCOA Constitution, bylaws, and/or policies. R. 03201–03283 (Cory Yedlosky’s Audit of the Local (Ex. V)); R. 00497 (Yedlosky Deposition at 26).

65. Officials from the unions were notified of the violations and informed that at least approximately \$20,000.00 of the Local’s finances were improperly conveyed. R. 00699 (Johnston Deposition at 73).

66. However, the PSCOA Executive Board at that time did not express any concern about the Local’s finances. R. 00709–00710 (*id.* at 83–84).

67. Furthermore, PSCOA did not do anything with this knowledge of Peroni’s misdeeds until they ordered a forensic audit. R. 00699–00700 (*id.* at 73–74).

68. Rather, according to PSCOA’s Executive Board Meeting Notes from February of 2020, then-PSCOA President Jason Bloom “blew off” Plaintiff Yedlosky’s audit and “put [it] in a drawer to collect dust.” R. 03046 (PSCOA Executive Board Meeting Minutes (Ex. S)); *see also* R. 00697–00699 (Johnston Deposition at 71–73).

The Peroni Audit Confirms Defendant Unions’ Nonfeasance

69. The forensic audit commissioned by PSCOA (the “Peroni Audit”) was completed on or about February 24, 2020. R. 00078, 03465.

70. The Peroni Audit states that it is “predicated upon an internal investigation” that was “performed by” Plaintiff Yedlosky. R. 00080 (Peroni Audit at 1).

71. The Peroni Audit refers to a “lack of segregation of duties and poor internal controls” that, according to the forensic accountant, “allowed the cash misappropriation to occur and be concealed.” R. 00085 (*id.* at 6).

72. The Peroni Audit documents that Defendant Peroni told a state police trooper “he was taking money from the local union” and “he was writing checks to himself and cashing them with a memo that ‘he knew the head Union in Harrisburg would overlook.’” R. 00085 (*id.*).

73. The Peroni Audit concludes that, during the period from November 1, 2012 to December 31, 2017, “[b]ased upon review of the source documents, the summary of procedures performed, supporting evidence gathered by [the investigating state trooper] and interviews conducted by [the same trooper], it appears that the facts and sufficient evidence exists, strong enough to support a claim, that the sum of \$29,365.00 was misappropriated from the accounts PSCOA Local SCI Huntingdon [sic].” R. 00086 (*id.* at 7).

74. The Peroni Audit states that its authors “discovered that other individuals not covered under the PSCOA Reimbursable Expense Policy received cell phone reimbursements[.]” R. 00084 (*id.* at 5).

75. The report also contains a “calculation of unauthorized cell phone reimbursements,” listing the “total overpayment of cell phone reimbursements” at \$8,397.00 over the same time period. R. 00088 (*id.* at 9).

76. Unfortunately, however, PSCOA failed to ensure that the Peroni Audit covered all the years that he served as Local Treasurer, in addition to the time that he was writing checks in 2018 despite leaving office in 2017. *See* R. 00080 (Peroni Audit at 1) (noting the examination period of November 1, 2012 through December 31, 2017); R. 00300–00301 (Peroni Deposition at 26–27) (acknowledging access to Local funds and writing of checks in 2018); R. 00253 (Defendant Unions’

Answers to Plaintiffs' First Set of Interrogatories at No. 33) (noting Peroni's years in office from 2009 to 2017).

77. Further discovery in this matter has revealed the extent of Defendant Unions' breaches due to a lack of internal controls and failure to uphold financial policies.

Defendant Unions' Pattern and Practice of Financial Impropriety

78. By its own admission, an officer or executive board member of PSCOA has never "examined the books and records of any PSCOA-affiliated local, pursuant to Article V of the PSCOA Constitution." R. 00244 (Defendant Unions' Answers to Plaintiffs' First Set of Interrogatories at No. 9).

79. PSCOA Treasurer, Ray Johnston, acknowledged that PSCOA did a "piss poor job" in the past regarding the training of local treasurers and keeping documentation of such training and procedures. R. 02467 (PSCOA Finance Committee Meeting Minutes (Ex. Q), July 26, 2021, at 4).

80. Accordingly, PSCOA has now finally taken the initiative to train local treasurers because as Johnston has recognized, local financial irregularities "fall on me because you're a subordinate to me." R. 02468 (*id.* at 5).

81. Nevertheless, during the relevant time period, PSCOA never had Peroni submit semi-annual financial reports as required by the Constitution and bylaws, and only five of the approximately 23 locals were submitting such reports prior to 2019. R. 02469 (*id.* at 6).

82. PSCOA was also aware of discrepancies involving locals spending money on gift cards that would sometime disappear and had no policy in place to combat that. R. 00715–00716 (Johnston Deposition at 89–90).

83. In fact, PSCOA had no oversight of gift card purchases made by Peroni. R. 00760 (*id.* at 134).

84. Even though Ray Johnston has acknowledged that he had concerns with how Peroni handled spending for gift cards with the Local, PSCOA did not ask for any forensic audit on those purchases and to this date, nobody has investigated any of Peroni's gift card purchases. R. 00762 (*id.* at 136).

85. The utter lack of financial oversight ran rampant with Defendant Unions and PSCOA did not even run on a yearly budget plan until Johnston took over as Treasurer. R. 00652 (*id.* at 26).

86. Johnston also began the practice of holding PSCOA Finance Committee meetings for the first time. R. 00695 (*id.* at 69).

87. Prior to 2019 and the initiation of this lawsuit, financial impropriety was a prevalent and recurring issue for PSCOA and the violations often went unchecked.

88. For example, a forensic audit was conducted in 2010 which examined "certain employees submitting and being paid invalid and unsubstantiated mileage reimbursement requests." R. 03482 (PSCOA's Audit of Mileage (Ex. X) at 1).

89. Therein, the forensic accountant concluded that "PSCOA provided reimbursements of \$370,892 for mileage that cannot be substantiated." R. 03483 (*id.* at 2).

90. When one of the individuals accused of submitting and receiving invalid or unsubstantiated mileage reimbursements asked to rejoin PSCOA in 2018, PSCOA's Executive Board voted to waive the \$41,837 fine levied against him (representing the excess reimbursement he received) and allowed him back into the ranks. R. 02997–02999 (PSCOA Executive Board Meeting Minutes, August 20, 2018).

91. Evidence of PSCOA officials making unapproved purchases also dates back to at least 2010, when then-President Roy Pinto made purchases without the Executive Board's approval and in 2011, when the Executive Board noted unapproved computer purchases. R. 02942 (PSCOA

Executive Board Meeting Minutes, December 17, 2010); R. 02946 (PSCOA Executive Board Meeting Minutes, February 14, 2011).

92. PSCOA was also well aware of other issues regarding improper cell phone and internet reimbursements to Executive Officers and other officials due to the lack of or failure to enforce policies. R. 02743 (PSCOA State Board Meeting Minutes, August 13, 2019, at 9).

93. Perhaps one of the largest financial issues that PSCOA has created involved “out of hand” credit card spending and limits that were “never listened to.” R. 02743 (*id.*).

94. As early as 2016, an outside accountant alerted PSCOA’s Executive Board that they lacked documentation for credit card expenses and warned that there could be issues if an outside auditor looked into it. R. 02979 (PSCOA Executive Board Meeting Minutes, December 9, 2016).

95. In 2018, then-PSCOA Treasurer John Chernavage complained that credit card expenses were “killing” PSCOA and that he did not know what “half of the stuff” on the Visa account was for because everyone did not provide receipts. R. 03012 (PSCOA Executive Board Meeting Minutes, October 15, 2018, at 12).

96. Indeed, any credit card limits that were in place were not enforced due to a lack of “discipline” and because PSCOA officials would move them at will. R. 03012 (*id.*); R. 03020 (PSCOA Executive Board Meeting Minutes, March 26, 2019).

97. In 2019, PSCOA finally recognized that they had an issue regarding unaccounted-for credit card expenses with no receipts as documentation. R. 03025 (PSCOA Executive Board Meeting Minutes).

98. Exuberant spending on alcohol by PSCOA officials, including \$60 shots of liquor and \$3,000 bar tabs, led PSCOA to institute an alcohol spending policy for the first time in 2019. R. 00711 (Johnston Deposition at 85).

99. PSCOA also created a credit card policy in 2019 to cut spending and instituted real limits for the first time. R. 00653–00654 (Johnston Deposition at 27–28).

100. Prior to that, “there was really no financial policy on how to use your credit card or to spend money.” R. 02748 (PSCOA State Board Meeting Minutes, August 13, 2019, at 14).

101. When PSCOA’s Executive Board finally revealed this improper spending to the state board, one member quipped that it felt “Groundhog Day” because PSCOA officials were accused of improper spending and suggested that a third party intervene to stop the spending before it happened. R. 02748–02749 (*id.* at 14–15).

The Credit Card Audit

102. In January of 2021, well over a year after Plaintiffs initiated this action, PSCOA ordered a forensic audit of credit card expenses. R. 00704 (Johnston Deposition at 78).

103. The July 22, 2022 forensic audit of credit card expenses (the “Credit Card Audit”) further exhibits the breaches committed by PSCOA and its officials. R. 03900–04019 (PSCOA’s Audit of Credit Card Expenses (Ex. Y) (hereinafter, “Credit Card Audit”).

104. As noted in the Credit Card Audit, “[a]lthough PSCOA did not have a formal credit card policy at the time, the Union’s Independent Audit Firm, Fischer Dorwart, P.C., cited, lack of credit card documentation, area with deficiencies and made recommendations for improvement, year after year.” R. 03909 (Credit Card Audit at 6 (citing Appendix V for Fischer Dorwart, P.C.’s “Audit Communication Letter” issued to PSCOA in 2016)).

105. Thus, an independent auditor alerted PSCOA in 2016 of material weakness and deficiencies in PSCOA’s internal controls related to documentation of credit card expenses and recommended that several policies be adopted and enforced regarding expenses, documentation of expenses, and misuse of expense accounts, among other things. R. 03909 (*id.*).

106. “Even though a formal Credit Card Use Policy did not exist during the period of this report, the former Executive Board Officers was [sic] aware of their material weaknesses and deficiencies in the Association’s internal control structure and chose to ignore their recommendations.” R. 03910 (*id.* at 7).

107. The forensic auditors found that PSCOA Executive Board Officers and Business Agents made non-business personal expenses with PSCOA credit cards conservatively totaling \$234,645.95. R. 03910 (*id.*).

108. They also stated that former PSCOA President Roy Pinto used a PSCOA credit card for nonbusiness/personal purposes after he had retired from PSCOA. R. 03910 (*id.*).

109. Importantly for purposes of this case, the auditors declared that “former Executive Board Officers failed to follow the Pennsylvania State Corrections Officers Association Constitution . . . , which they took an ‘Oath of Office’ to uphold” and “failed to follow the PSCOA Constitution and failed to perform their fiduciary duties as Officers.” R. 03910–03911 (*id.* at 7–8).

110. Ray Johnston has confirmed that he knew former PSCOA President Jason Bloom did not follow financial policies and that PSCOA money is not all accounted for. R. 00701 (Johnston Deposition at 75).

111. But Jason Bloom has testified that PSCOA officials never complained to him about the nature of his credit card purchases or that his expenses were inappropriate. R. 01696 (Deposition of Jason Bloom (Ex. L) at 48).

112. As evidenced in the Credit Card Audit, PSCOA permitted Bloom and others to make exorbitant purchases on golfing trips, trips to Miami Dolphins games, thousands of dollars on Apple iTunes, and even almost \$12,000 on a Rolex watch. R. 03913–03947 (Credit Card Audit at 10–44).

113. Bloom further testified that he has not made any restitution or payments to PSCOA related to his credit card spending. R. 01669 (Deposition of Jason Bloom at 21).

PSCOA's Lingering Financial Discrepancies

114. Another example of PSCOA's failure to abide by its own policies involves what is known as the Bobby Wilt Foundation.

115. The Bobby Wilt Foundation is a charitable organization distinct from PSCOA. R. 00720 (Johnston Deposition at 94).

116. The Bobby Wilt Foundation relied on PSCOA's general funds to throw parties and fundraisers, but all donations made at these fundraisers would be retained by the Bobby Wilt Foundation. R. 00733 (Johnston Deposition at 107); R. 03123 (PSCOA Executive Board Meeting Minutes, January 31, 2022, at 9).

117. Thus, PSCOA gifted considerable funds to the Bobby Wilt Foundation by paying for its expenses and receiving nothing in return. *See* R. 03173–03200 (PSCOA's Bobby Wilt Foundation Financial Records (Ex. U)).

118. In addition to the unaccounted-for funds noted above, PSCOA is also currently dealing with what it believes to be \$1.8 million missing from a trust fund created by past officers. R. 00741–00742 (Johnston Deposition at 115–16); R. 03111–03113 (PSCOA Executive Board Meeting Minutes, May 2021).

119. The full extent of this loss of PSCOA funds cannot be ascertained by Plaintiffs.

120. Adding insult to injury, records which may provide some insight into this trust and its creation could have been intentionally destroyed. R. 00747–00750 (Johnston Deposition at 121–124) (noting that PSCOA state board meeting minutes from 2010 to 2019 existed but cannot be located and have either been lost or destroyed).

121. What we do know for certain is that PSCOA’s savings have gone from \$1.2 or \$1.3 million in 2019 to \$5.9 million in 2022. R. 00654 (*id.* at 28).

122. Additionally, PSCOA’s newfound financial vigilance since the filing of this action has allowed it to lower dues for current members. R. 00661 (*id.* at 35).

123. While the current leadership at PSCOA has made some changes to ensure compliance with its Constitution, bylaws, and policies, the leadership that ran Defendant Unions during the years relevant to this lawsuit indisputably failed and refused to uphold those same obligations.

124. Thus, Defendant Unions remain accountable for the misdeeds of their past officials.

125. In sum, current PSCOA President John Eckenrode highlighted the wrongdoing committed by Defendant Unions at a state board meeting last year:

Probably the second most touchy subject, the bigger issue that plagued our union was lack of internal controls of our local spending. More importantly, more importantly than local spending, was the spending that was occurring at the main office. Every election that I’ve ever seen, state-wide election, that I can remember since the inception of PSCOA, there was talk of frivolous spending and outright theft. Every time.

R. 02927 (PSCOA State Board Meeting Minutes, February 2, 2022).

GROUNDS FOR SUMMARY JUDGMENT

I. Plaintiffs are entitled to judgment as a matter of law regarding Count I (or, in the alternative, Count II) because the record confirms that Defendant Unions breached their contractual obligations to Plaintiffs

126. The foregoing paragraphs are incorporated by reference as if set forth fully herein.

127. “To successfully maintain a cause of action for breach of contract the plaintiff must establish: (1) the existence of a contract, including its essential terms, (2) a breach of a duty imposed by the contract, and (3) resultant damages.” *Hart v. Arnold*, 884 A.2d 316, 332 (Pa. Super. 2005).

128. Pennsylvania courts have long recognized that “the Constitution and By-laws of the association form the compact or contract of membership.” *O’Neill v. United Ass’n of Journeymen Plumbers & Steam-Fitters of U.S. & Canada*, 36 A.2d 325, 327 (Pa. 1944); *see also Grand Lodge of the Bhd. of Ry. & S.S. Clerks, Freight Handlers, Express & Station Emps. v. Girard Lodge No. 100*, 120 A.2d 523, 530 (Pa. 1956) (“The constitution and by-laws of an unincorporated association express the terms of a contract which define the privileges secured and the duties assumed by those who have become members.” (quoting *Polin v. Kaplan*, 257 N.Y. 277 (1931))).

129. Defendant Unions voluntarily imposed distinct contractual duties upon themselves through their contract with their members, as expressed in the Unions’ Constitution, bylaws, and policies.

130. When Plaintiffs became union members, they entered into an agreement with Defendant Unions by which Plaintiffs agreed to pay membership dues in consideration for the benefits of membership in Defendants PSCOA and the Local, as expressed in the PSCOA Constitution, bylaws, and policies. *See* R. 00026–00076, 00103–00166.

131. The PSCOA Constitution, bylaws, and policies are a continuous contract with the members of the PSCOA and the Local, including Plaintiffs during the time they were members of PSCOA and the Local. *O’Neill*, 36 A.2d at 327.

132. The PSCOA Constitution, bylaws, and policies also establish an implied-in-fact contract that operated throughout Plaintiffs’ memberships whereby they were to receive the rights and benefits of membership in exchange for their union dues.

133. Plaintiffs paid membership dues to PSCOA and the Local from the time of their joining membership until Defendant Unions accepted their resignations in July 2019. *See supra* ¶¶ 14, 22, and 33.

134. Defendant Unions' failure to enforce or ensure their own and their agents' compliance with the terms of the Constitution, bylaws, and policies, including the provisions for the conveyance and use of Local funds and requirements for Local Union checks, are a material breach of the agreement between the parties.

135. Specifically, Defendant Unions expended funds for personal and/or non-business purposes in violation of the Constitution. *See supra* ¶¶ 16–17, 38–41, 45, 47, 52, 55–56, 64–65, 73–75, 78, 88–90, 93, 95, 97, 101, 107–10, 112, 118, and 125.

136. Defendant Unions allowed their funds to be donated or loaned to members in violation of the Constitution. *See supra* ¶¶ 18, 38–41, 45, 47, 55–56, 64–65, 73–75, 78, 88–90, 101, 107–110, 112, 114–17, and 125.

137. Defendant Unions did not require Local reimbursement checks to have two signatures contrary to the Constitution's mandate. *See supra* ¶¶ 19, 36–38, 41, 45, 47, 49, 78.

138. Defendant Unions have failed to enforce the Oath of Office policy requiring the return of union property on several occasions. *See supra* ¶¶ 21, 48, 57–59, 90, 109, 113, and 125.

139. PSCOA has not attempted to investigate or recover all unaccounted-for expenses. *See supra* ¶¶ 57–59, 76, 78, 81–84, 90, 101, and 125.

140. Defendant Unions have neglected to ensure compliance with cell phone reimbursement policies. *See supra* ¶¶ 39–43, 66–68, 74–75, 78, and 92.

141. Defendant Unions have not abided by policies regarding charitable contributions. *See supra* ¶¶ 44–46, 114–17.

142. Moreover, Defendant Unions' poor internal controls and lack of oversight, which were known to their agents and/or officials, are a material breach of the agreement between the parties. *See supra* ¶¶ 49–56, 65–68, 71–72, 78–87, 91–100, 104–106, 109–112, 120, and 125.

143. These material breaches have caused Plaintiffs injury in the form of union dues paid in reliance on the contract and loss of benefits expected as a result of Plaintiffs' contract with Defendant Unions. *See supra* ¶¶ 60–63.

144. Reliance damages are available following a breach of contract to “put [a party] back in the position in which he would have been had the contract not been made.” *Trosky v. Civil Service Comm’n*, 652 A.2d 813 (Pa. 1995) (quoting Restatement Second of Contracts, § 344, cmt. A).

145. “Reliance damages seek to put the injured party in the position that it would have had, if the contract had never been made and are usually measured by the expenditures made in performance of the contract.” *Source Healthcare Analytics, Inc. v. SDI Health LLC*, 36 Pa. D. & C. 5th 164, 196 (C.P. Philadelphia 2014).

146. Here, Plaintiffs' dues were the expenditures made in performance by Plaintiffs as members of Defendant Unions.

147. Had Plaintiffs not entered into the contracts with Defendant Unions by way of their acceptance of membership, they would not have paid any dues to Defendant Unions.

148. Expectation damages “seek to give the injured party the benefit of its bargain by attempting to place the aggrieved in as good a position as it would have been, had the contract been performed.” *Id.*

149. Per the PSCOA Constitution, Defendant Unions are membership organizations representing employees of the Department of Corrections to “promote the welfare of such employees” and “secure improved wages, hours, working conditions and other economic advantages for our members and their families through collective bargaining” R. 00029 (PSCOA Const., art. II).

150. The benefits of membership are reserved to active members in good standing. R. 00052 (*id.* at art. XI, sec. 2).

151. Defendants Unions' funds, generated by dues paid by members, were misappropriated and used for improper purposes rather than to benefit members like Plaintiffs. *See supra* ¶¶ 16–17, 38–41, 45, 47, 52, 55–56, 64–65, 73–75, 78, 88–90, 93, 95, 97, 101, 107–110, 112, 118, and 125.

152. As a result, Plaintiffs received less benefit than they would have had Defendant Unions not breached their contracts, as evidenced by the fact that PSCOA has been able to lower members dues since implementing policies that enforce their Constitution. *See* R. 00661 (Johnston Deposition at 35); *see also supra* ¶¶ 121–22.

153. Because Plaintiffs did not receive their benefit of the bargain, they are entitled to expectation damages in the form of all funds they contributed to Defendant Unions that were misappropriated.

154. Given that Peroni alone misappropriated tens of thousands of dollars, and officials of PSCOA cannot account for hundreds of thousands and possibly millions of dollars, Plaintiffs should receive a full refund of all dues paid to Defendant Unions.

II. Plaintiffs are entitled to judgment as a matter of law regarding Count III because the record confirms that Defendant Peroni made false representations to induce Plaintiffs to remain union members

155. The foregoing paragraphs are incorporated by reference as if set forth fully herein.

156. “Negligent misrepresentation requires proof of: (1) a misrepresentation of a material fact; (2) made under circumstances in which the misrepresenter ought to have known its falsity; (3) with an intent to induce another to act on it; and (4) which results in injury to a party acting in justifiable reliance on the misrepresentation.” *Bortz v. Noon*, 729 A.2d 555, 561 (Pa. 1999).

157. When Plaintiffs became union members, Defendant Unions agreed to provide them certain rights, as provided in the PSCOA Constitution, bylaws, and policies.

158. In taking the Oath of Office as an elected official of the Local, Defendant Peroni represented to members of the Local that he would fulfill his duties “with honor and integrity” and follow the PSCOA Constitution, bylaws, and policies, including the provisions governing the use of Local funds, and would return Local property upon the end of his term as an official. R. 00072–00073 (PSCOA Oath of Office Policy); *see supra* ¶¶ 20–21 and 32.

159. The acts of Defendant Peroni in continuing in his elected office as treasurer of the Local constituted an ongoing representation that he was following the Oath of Office and thus the PSCOA Constitution, bylaws, and policies.

160. Defendant Peroni made numerous representations at monthly union meetings regarding the Local’s financial status and reported on the Local’s monthly expenses. *See supra* ¶¶ 26–28.

161. Defendant Peroni made the above representations that he was following PSCOA Constitution, bylaws, and/or policies in order to induce employees of SCI-Huntingdon to become and/or to remain as members of the Local and to convince them that he was dutifully performing his position as Local Treasurer. *See supra* ¶¶ 26–28; *see also* R. 00009 (Complaint at ¶ 41).

162. Otherwise, Defendant Peroni would have told Local members like Plaintiff the details of his misappropriations. *See* R. 00359–00360 (Peroni Deposition at 85–86).

163. Defendant Peroni, however, was not following the Oath of Office or adhering to the rules governing handling of union funds as dictated by the PSCOA Constitution, bylaws, and/or policies because he failed to obtain two signatures on checks drawing on the Local’s bank account and misappropriated thousands of the Local’s funds for his own personal benefit. *See supra* ¶¶ 29–49.

164. Defendant Peroni, took Plaintiffs’ dues in the form of “cell phone” reimbursements to which they were not entitled, violating the PSCOA Constitution, bylaws, and policies. *See supra* ¶¶ 39–43.

165. Defendant Peroni wrote checks to himself that he represented were for purported reimbursements of legitimate union expenses, but for which no legitimate union expense can be documented. This includes purported charitable donations that appear to have never been made, reimbursements for expenses indicated in the memo line that cannot be documented, and reimbursement checks written to himself that contain no indication of what, if any, legitimate union expense was being reimbursed. These reimbursement checks all violated at least one or more provision of the PSCOA Constitution, bylaws, and/or policies. *See supra* ¶¶ 44–47.

166. As an official of the Local, Defendant Peroni should have known that his conduct violated the PSCOA Constitution, bylaws, and/or policies and that his representations that he was following those provisions were false. In fact, Peroni has admitted his wrongdoing. *See supra* ¶¶ 29–49 and 72.

167. Because Defendant Peroni received and/or wrote the checks that transferred Local funds in violation of the PSCOA Constitution, bylaws, and/or policies, he should have known that his representations regarding compliance with the PSCOA Constitution, bylaws, and/or policies and the Local’s financial status were false. In fact, he did know that they were false and purposely submitted checks with fraudulent memos because he knew that PSCOA officials would not notice his misdeeds. *See supra* ¶ 72.

168. In reliance on the representations of Defendant Peroni, Plaintiffs remained dues-paying union members. R. 00018 (Complaint at ¶ 116).

169. The misrepresentations of Defendant Peroni regarding his conduct as a union official and the financial status of the Local were material to Plaintiffs’ decisions not to resign their membership in the Local, and accordingly to continue to pay membership dues to the Local. R. 00018–00019 (*id.* at ¶¶ 117–18).

170. Had Plaintiffs known the actions that Defendant Peroni, and other PSCOA officials, were taking with regard to the Local's funds and received member dues, Plaintiffs would have resigned their membership in the Local and ceased paying membership dues. R. 00019 (*id.* at ¶ 119); *see also* R. 00586–00587 (Taylor Deposition at 41–42) (Plaintiff Chris Taylor noting that he eventually withdrew from membership in the Unions, in part, because of financial discrepancies: “I was angry over the books. We kept requesting to see the financial reports and they denied us.”)

171. Plaintiffs' reliance on the representations of Local officials regarding the use of union dues was justifiable, as Defendant Peroni was in a position to know the financial status and governing rules of the Local and PSCOA and was an elected official of Plaintiffs' local union. *See supra* ¶¶ 29–49.

172. As a result, Plaintiffs suffered pecuniary harm, including the continued payment of membership dues, the misuse of their dues for unaccounted-for and/or improper expenditures, diminished resources for collective bargaining, and a loss of confidence in the unions' ability to continue representing Plaintiffs' interests. *See supra* ¶¶ 22–23 and 60–63.

III. Plaintiffs are entitled to judgment as a matter of law regarding Count IV because the record confirms that Defendant Unions' complicated financial status and unaccounted-for funds leave Plaintiffs with no adequate remedy at law

173. The foregoing paragraphs are incorporated by reference as if set forth fully herein.

174. “An equitable accounting is improper where no fiduciary relationship exists between the parties, no fraud or misrepresentation is alleged, the accounts are not mutual or complicated, or the plaintiff possesses an adequate remedy at law.” *Rock v. Pyle*, 720 A.2d 137, 142 (Pa. Super. 1998).

175. Defendant Unions are Plaintiffs' exclusive representative and owe Plaintiffs the fiduciary duty of trust and have a duty to act only in best interest of the bargaining unit in which Plaintiffs are or were employed. R. 00006 (Complaint at ¶¶ 15 and 17–18).

176. From the early 2000s to June of 2019, Plaintiffs were members of Defendant Unions in good standing. *See supra* ¶¶ 22–23.

177. Defendants breached their fiduciary duty when they misrepresented to Plaintiffs that union dues were expended solely for collective bargaining and representation and not for the personal benefit of union officials.

178. Plaintiffs paid union dues to the unions, and Defendants, among themselves, hold Plaintiffs' dues in PSCOA's general fund. R. 00252 (Defendant Unions stating that all of the dues paid by Plaintiffs "are currently in the PSCOA General Fund"); *see also supra* ¶¶ 23–24.

179. Due to Defendant Peroni's acceptance of Local funds and the embezzlement of PSCOA funds in violation of PSCOA's Constitution, bylaws, and/or policies, and the misrepresentations set forth above, the balance and/or location of Plaintiffs' money held by Defendants is different than what Defendants represent.

180. Plaintiffs lack an adequate remedy at law to obtain the records necessary to determine the full amounts due to themselves and other current or former union members arising from Defendants' breaches of their duties and/or misrepresentations.

181. Indeed, Plaintiffs have no possible way of discovering the extent of unaccounted-for funds, including dues that Plaintiffs paid to Defendant Unions for years. *See supra* ¶¶ 118–120.

182. Defendant Unions are in possession of all of the information necessary to report, calculate, and pay all amounts due to the current or former members arising from the actions of Defendant Peroni and other PSCOA officials.

183. Plaintiffs are therefore entitled to a complete accounting of the information needed to determine the scope of the misuse of the dues of members of the Local, as well as other Local funds, and to fully calculate the amount of money that has been improperly conveyed or that is otherwise unaccounted for.

RELIEF REQUESTED

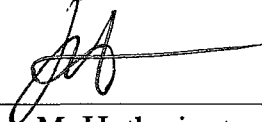
WHEREFORE, Plaintiffs respectfully request that this Honorable Court:

- a) Enter judgment against Defendants on Counts I, III, and IV; or, in the alternative, Counts II, III, and IV;
- b) Award damages to Plaintiffs in the amount of all dues paid to Defendant Unions within any applicable statutes of limitations;
- c) Issue an injunction ordering the return of funds embezzled by former PSCOA officials;
- d) Order an accounting of the use and status of the Defendant Unions' funds and use of member dues from the time of Plaintiffs' admittance to membership in Defendant Unions to the present, and order Defendant Peroni and other PSCOA officials to reimburse Defendant Unions for any funds realized that cannot be accounted for or demonstrated to have been properly paid, including interest;
- e) Award costs and fees, including reasonable attorneys' fees and costs, and such other relief as the Court deems appropriate.

Dated: February 28, 2023

By:

Respectfully submitted,



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CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Case Records Public Access Policy of the Unified Judicial System of Pennsylvania* that requires filing confidential information and documents differently than non-confidential information and documents.

Dated: February 28, 2023



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CERTIFICATE OF SERVICE

The foregoing Plaintiffs' Motion for Summary Judgment was served this day via email and first-class mail as follows:

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**COURT OF COMMON PLEAS OF PENNSYLVANIA
HUNTINGDON COUNTY**

CORY YEDLOSKY and CHRIS TAYLOR,

Plaintiffs,

v.

PENNSYLVANIA STATE CORRECTIONS OFFICERS
ASSOCIATION, LOCAL SCI-HUNTINGDON, *et al.*,

Defendants.

Case No. 2019-1791

[PROPOSED] ORDER

AND NOW, this _____ day of _____, 2023, upon consideration of Plaintiffs' Motion for Summary Judgment, it is hereby ORDERED and DECREED that said Motion is GRANTED as follows:

1. Judgment is entered against Defendants on Counts I, III, and IV of Plaintiffs' Fourth Amended Complaint;
2. Damages in an amount to be determined by the Court in further proceedings are awarded to Plaintiffs;
3. Defendant Unions are ordered to take all necessary steps to seek and recover all funds misappropriated, embezzled, or otherwise stolen from Defendant Unions by any former officers or officials, including interest thereon;
4. Plaintiffs are entitled to an accounting of the use and status of the Defendant Unions' funds and use of member dues from the time of Plaintiffs' admittance to membership in Defendant Unions to the present and Defendant Unions shall promptly provide Plaintiffs access to all of their financial records, accounts, and/or books;

5. Defendant Peroni shall reimburse Defendant Unions for any funds realized that cannot be accounted for or demonstrated to have been properly paid, including but not limited to cell phone reimbursements that he received from Defendant Unions and interest on any amounts already repaid; and,

6. All costs associated with this action incurred by Plaintiffs are to be paid by Defendant Unions.

By the Court:

Hon. George N. Zanic