

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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U.S. DISTRICT COURT E.D.N.Y.

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BROOKLYN OFFICE

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BRUCE S. RAYNOR, NOEL BEASLEY, EDGAR
ROMNEY, ALEXANDRA DAGG and MARK
FLEISCHMAN,

Plaintiffs,

- against -

JOHN W. WILHELM, SHERRI A. CHIESA, MARIA
ELENA DURAZO, D. TAYLOR, NICK
WORHAUG, MIKE CASEY, HENRY TAMARIN,
and PETER WARD,

Defendants.
-----x

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COMPLAINT BLOCK, J.

POHORELSKY, M.J.

Plaintiffs Bruce S. Raynor, Noel Beasley, Edgar Romney, Alexandra Dagg and Mark Fleischman, in their individual capacities, by their undersigned counsel, as and for their complaint against John W. Wilhelm, Sherri A. Chiesa, Maria Elena Durazo, D. Taylor, Nick Worhaug, Mike Casey, Henry Tamarin, and Peter Ward, in their individual capacities, allege as follows:

NATURE OF THE ACTION

1. Plaintiffs bring this action for declaratory and injunctive relief, pursuant to Section 301(a) of the Labor Management Relations Act ("LMRA"), 29 U.S.C. § 185(a), to enforce the terms of the Constitution of UNITE HERE (hereafter sometimes referred to as the "Union"), an international labor organization. The defendants together constitute the majority of the Executive Committee of UNITE HERE (the "Executive Committee"). The defendants have caused the Executive Committee to take actions in excess of its constitutional authority, and in derogation of the authority delegated by the Constitution to the Union's top two officers, the

General President and the President/Hospitality Industry, or to the General President alone. The defendants are threatening to cause the Executive Committee – which acts for the General Executive Board of UNITE HERE (the “GEB”) between GEB meetings – to take further unconstitutional actions, and likewise to cause the GEB to take similar unconstitutional actions when it meets in early February.

2. UNITE HERE was formed in 2004 by the merger of UNITE, a labor organization primarily representing workers in the textile, clothing, apparel, distribution, light manufacturing and commercial laundry industries, and HERE, a labor organization primarily representing workers in the hotel, restaurant, and gaming industries. The combination was intended to be a merger of equals. To ensure that neither side dominated the new organization, the UNITE HERE Constitution vested authority over a wide variety of critical matters in the General President – currently plaintiff Bruce Raynor, formerly of UNITE – and the President/Hospitality Industry – currently defendant John W. Wilhelm, formerly of HERE – acting together. The Constitution effectively gave each President a veto over the other in the exercise of their joint powers, thereby requiring them to reach consensus with respect to the matters entrusted to them together.

3. Despite the clear intentions of the parties to the merger, and the clear allocation of authority set out in the Constitution, Wilhelm, acting on behalf of a faction comprised of former-HERE officials, is now seeking to take control of the Union, and thereby to take control of the Union’s financial resources, the majority of which were and are contributed by former UNITE-affiliated organizations including, in particular, the Amalgamated Bank, the only union-owned bank in the United States.

4. As part of their effort to seize control, Wilhelm and the other individual defendants have caused the Union's Executive Committee to take a series of actions that it lacks the constitutional authority to take. On a number of important matters over which authority rests with the General President and the President/Hospitality Industry (together, the "Presidents"), acting together, the Presidents do not agree or have not yet fully addressed the matter. The Wilhelm faction of the Executive Committee, breaking with all precedent, has recently taken the position that, in these circumstances, the Executive Committee can bypass the Presidents and make the decisions itself.

5. The Constitution, however, is expressly otherwise. With respect to all significant matters, the Constitution clearly states who has the authority to act – the General President, the General President and the President/Hospitality Industry together, the GEB, or some other officer or entity. On those issues as to which the allocation of authority is solely to the Presidents, neither the GEB nor, *a fortiori*, the Executive Committee which, as noted, stands in for the GEB between its meetings, has any right to act in lieu of the Presidents. On those issues, the Constitution requires a consensus between the Presidents and does not permit a faction of the Executive Committee to seize operational control of the Union.

6. Improperly asserting the power to take control of any matter as to which the Presidents may disagree, or as to which they have not acted, the Wilhelm faction has forced Executive Committee votes on such critical matters as the Union's budget and its allocation of resources, its organizing campaigns, and the imposition of trusteeships over major Union affiliates, all matters for which the Presidents have clear constitutional authority. In addition, the Wilhelm faction has forced Executive Committee votes on matters over which the General President alone has authority, and on proposals for actions inconsistent with substantive

provisions of the Constitution. Through these unconstitutional votes, the Wilhelm faction seeks improperly to gain financial and operational control over UNITE HERE.

7. By this action, plaintiffs seek a declaration that the actions of the defendants violate the Constitution of UNITE HERE, and a declaration that the Executive Committee votes taken as a result of those actions are null and void and of no force or effect. Plaintiffs also seek preliminary and permanent injunctive relief barring defendants from causing or purporting to cause either the Executive Committee or the GEB to act in excess of its constitutional authority.

THE PARTIES

8. Plaintiff Bruce Raynor is the General President of UNITE HERE and a member of the Union's Executive Committee and GEB.

9. Plaintiffs Noel Beasley, Edgar Romney, Alexandra Dagg, and Mark Fleischman are Executive Vice-Presidents of UNITE HERE and members of the Union's Executive Committee and GEB.

10. Defendant John W. Wilhelm is the President/Hospitality Industry of UNITE HERE and a member of the Union's Executive Committee and GEB.

11. Defendants Sherri A. Chiesa, Maria Elana Durazo, D. Taylor, Mike Casey, Henry Tamarin, and Peter Ward are Executive Vice-Presidents of UNITE HERE and members of the Union's Executive Committee and GEB. Defendant Nick Warhoug is a Co-Canadian Director of UNITE HERE and a member of the Union's Executive Committee and GEB.

JURISDICTION AND VENUE

12. The Court has jurisdiction over this action pursuant to Section 301(a) of the LMRA, 29 U.S.C. § 185. UNITE HERE is an international labor organization representing

employees in industries affecting commerce within the meaning of 29 U.S.C. § 152. UNITE HERE has as affiliates over one hundred local unions and other bodies. Plaintiffs and defendants are members and officers of UNITE HERE.

13. Venue lies in this district because duly authorized officers and agents of UNITE HERE are engaged in this district in representing employee members of the Union, and because the acts giving rise to plaintiffs' claims occurred in this district.

FACTUAL ALLEGATIONS

UNITE and HERE

14. The International Ladies' Garment Workers' Union ("ILGWU") was formed in 1900 to address the sweatshop conditions prevalent in the manufacture of women's clothing – conditions epitomized by the infamous 1911 Triangle Shirtwaist Factory fire in New York City that killed 146 women. The Amalgamated Clothing Workers of America ("ACWA") was founded in 1914 to organize workers in the men's clothing industry. In addition to seeking improved wages, hours and working conditions, ACWA pioneered the creation of social support systems for working people. The low-cost cooperative apartment houses ACWA built in New York, known as the Amalgamated Houses, still stand, and the Amalgamated Bank, founded in 1923 to offer free checking and other services to working people, still operates today.

15. The Textile Workers Union of America ("TWUA") was founded by southern textile workers in 1939. In 1976, ACWA and the TWUA merged to form the Amalgamated Clothing and Textile Workers Union ("ACTWU"), and in 1995, ACTWU, and ILGWU combined to form the Union of Needletrades, Industrial and Textile Employees (UNITE). The Laundry and Dry Cleaning International Union merged into UNITE in 2002.

organized workers at Yale University, winning a ten week strike in 1984.

Background to the Merger

17. Plaintiff Bruce Raynor joined TWUA in 1973. He participated in many organizing drives among southern textile workers, including the J.P. Stevens campaign of the late 1970s. He became an Executive Vice-President of ACTWU in 1993 and an Executive Vice-President of UNITE at its founding convention in 1995. Raynor was elected Secretary Treasurer of UNITE in 1999, and President in 2001. As well as UNITE President, Raynor served as Chairman of the Board of the Amalgamated Life Insurance Company and Chairman of the Amalgamated Bank.

18. Defendant John W. Wilhelm joined HERE in 1969. He led many city-wide hotel industry negotiations and, in the early 1980s, led the organization of clerical and technical employees at Yale University. Wilhelm became the President of HERE in 1998.

19. During the summer of 2003, UNITE provided critical assistance to HERE in negotiating a contract for employees at Yale University. In the fall of 2003, Wilhelm approached Raynor about the possibility of merging the two unions.

20. At that time, HERE was in perilous financial condition. Although it had approximately 200,000 members, the economic downturn that followed the 9/11 attacks had hit the hospitality industry particularly hard and, as a result, HERE's revenues from union dues had declined. In addition, the union had little saved cash and few investments, and many of its pension and health benefit funds were underfunded.

21. In contrast to HERE, UNITE's financial situation was relatively strong. In addition to cash derived from membership dues, UNITE received substantial income from the Amalgamated Bank, which was wholly owned by the international union and its affiliates. UNITE also owned two buildings in New York City and one in New Jersey and received rental income from unaffiliated tenants. In total, UNITE had about \$300 million in assets, approximately ten times HERE's resources.

22. A merger was attractive to HERE because it would give HERE access to the financial resources it needed to grow. Advocating the merger to a special HERE convention, Wilhelm told delegates that HERE needed "far greater resources, much more money" to continue organizing successfully. As for UNITE, he explained, "they've got a great deal more money than we do."

23. A merger was also attractive to UNITE because the industries in which it had historically operated were shrinking in the United States. As clothing manufacturing jobs moved overseas, UNITE, which had approximately 150,000 members, faced a potentially declining membership base.

24. Both unions approved a merger at special conventions, and UNITE HERE was created at a Chicago convention held on July 9, 2004.

The UNITE HERE Constitution

25. Raynor and Wilhelm met personally, eight or nine times, to negotiate the terms of the merger and, in particular, to work out the power-sharing arrangements between the two unions and their leaders. They agreed that Raynor would be the first among equals; he would become the chief executive officer of the union and would hold the title of General President (generally the title of the principal officer in an international union). To emphasize and

effectuate their understanding that the combination would be a “merger of equals,” rather than the acquisition of one union by the other, Raynor and Wilhelm made two other important agreements. First, Wilhelm was also given a title including the word “president” – President/Hospitality Industry. Second, and most important, they agreed that authority over most critical Union functions would be vested in the two Presidents, acting jointly. While certain tasks would be delegated to the General President alone, and others to various officers and administrative bodies, neither former-UNITE officials nor former-HERE officials would dominate the new Union because, for the most part, only the two Presidents acting together could exercise meaningful power over key Union functions and operations, including its budget, organizing activities, and supervision of affiliates, when necessary, through a trusteeship.

26. Based on his age and deteriorating health, Wilhelm told Raynor and others that he intended to retire after two or three years. They hoped and assumed that, by that point, the two organizations would be fully integrated, and they therefore provided that after either of them left the Union, the other would become President of the Union, the position of President/Hospitality Industry would be abolished, and the powers of the General President and President/Hospitality Industry would be consolidated in the office of the President.

27. Raynor and Wilhelm agreed to set up two bodies within the new Union: a General Executive Board, comprised of all the Union’s international officers, that would meet twice a year, and an Executive Committee, comprised of a subset of the GEB members, that could act between GEB meetings. While certain specific tasks would be delegated to the GEB and Executive Committee, their primary function – consistent with existing practice at both UNITE and HERE – would be to advise the Presidents. Because neither the GEB nor the Executive Committee would hold decision-making power over the many critical matters

entrusted to the Presidents, no attempt was made to equalize the number of former-UNITE and former-HERE members on either body.

28. While Raynor and Wilhelm recognized that requiring the Presidents to agree on major matters created the potential for gridlock if they disagreed, that was the contemplated and intended consequence of the constitutional structure upon which they agreed. The requirement of consensus between the Presidents allowed UNITE and HERE to merge without either side fearing domination by the other.

29. The agreements worked out between Raynor and Wilhelm were codified in the UNITE HERE constitution. The Constitution explicitly lists dozens of matters as to which power is vested in the Presidents, acting jointly. To name only a few, the Constitution provides that the Presidents, acting together, have authority to decide all questions concerning the jurisdiction of the Union and its affiliates; authorize strikes and strike payments; participate in any and all collective bargaining negotiations; supervise and direct all organizing activities; set and approve the Union budget; hire and direct staff and fix their salaries; and place affiliates under trusteeship or supervision.

30. Various other matters are explicitly delegated to the General President alone, the GEB, or the Executive Committee. What is most fundamental for present purposes, however, is that, with only a few, specifically enumerated exceptions, with respect to the important powers that only the Presidents, acting together, may exercise, neither the GEB nor the Executive Committee has the power to overrule the Presidents, or the power to decide issues over which the Presidents may disagree as between themselves. Where the GEB or Executive Committee *does* have such authority, the grant of power is explicit in the Constitution.

31. Thus, for example, the Constitution allows the GEB, by a two-thirds vote, to disapprove the composition of a committee established by the Presidents in anticipation of a Union convention. If the Presidents place an affiliate into trusteeship, a hearing must be held. Based on the hearing report, the Presidents may continue or dissolve the trusteeship. Their decision is appealable to the GEB. Likewise, if a Union member is brought up on charges, the decision of the Presidents may be appealed to the GEB. In only one situation, the Constitution permits the GEB to resolve a disagreement between the Presidents: in the event of a disagreement between the Presidents concerning the interpretation of the Constitution, the GEB is authorized to resolve the issue. Crucially, however, the GEB has no authority to resolve disagreements between the Presidents concerning matters as to which the constitutional assignment of power to the Presidents is clear.

32. As discussed below, none of the issues as to which the Executive Committee – controlled by the Wilhelm faction – has now purported to act involves any disagreement over the interpretation of the Constitution. On the contrary, in each case, the Wilhelm faction has caused the Executive Committee to seize control of matters over which the Constitution expressly vests authority in the General President and the President/Hospitality Industry, acting together, or in the General President alone.

33. In short, the Constitution creates a clear separation of powers, vesting much authority in the Presidents together, some in the General President alone, some in the GEB, and some in the Executive Committee. To the extent an appeal lies from one to another, or one can act if another does not, the Constitution says so explicitly. By causing the Executive Committee to assert power in areas expressly within the sole authority of the Presidents, the

Wilhelm faction has acted contrary to the express language and fundamental structure of the Constitution.

Defendants' Violations of the Constitution

34. Since the merger, Wilhelm and his former-HERE colleagues have achieved the financial benefit they sought from the merger. Membership dues, Amalgamated Bank dividends, rental and other income has allowed UNITE HERE to spend approximately \$50 million a year on organizing. In addition, the Union provides millions of dollars in subsidies to its various affiliates. The substantial majority of those subsidies have gone to affiliates that were formally associated with HERE.

35. Nevertheless, Wilhelm and his supporters have acted, and continue to act, contrary to the letter of the Constitution and the spirit of the merger by seeking to undermine the power-sharing arrangement and to place Wilhelm and the other former-HERE officials in *de facto* control of the Union.

36. They have done so, in part, by improperly seeking to expand the powers of the GEB and the Executive Committee (which have more former-HERE than former-UNITE members) in derogation of the powers vested in the Presidents under the Constitution. On information and belief, Wilhelm and his associates intended even before the merger to enhance the powers of the GEB and the Executive Committee. Shortly before the merger, HERE expanded the size of its General Executive Board so that, when the two unions combined their boards, the combined GEB would have a majority of former-HERE members.

37. Wilhelm and the other former-HERE Executive Vice-Presidents acted decisively to seize control of Union affairs at a meeting of the Executive Committee held on December 17 and 18, 2008 in Long Island City, New York. At that meeting, Wilhelm and his

allies caused the Executive Committee to vote on a series of measures addressed to matters explicitly within the sole authority of the Presidents (or the General President) under the Constitution. Wilhelm brought to the meeting a list of proposals, which he had not shared with Raynor or the other former-UNITE Executive Committee members, and forced a vote on each. Without any support from any former-UNITE Committee member, the Wilhelm faction caused the Executive Committee to ratify each measure.

38. Throughout the meeting, Raynor and other former-UNITE members objected that the Executive Committee lacked authority to enact the measures Wilhelm proposed, and they pointed out that neither the Executive Committee nor the GEB had ever acted on such matters in the past. While the Presidents had disagreed before on matters entrusted to them, and had sought advice from the Executive Committee, all decisions on such matters had always been made by Raynor and Wilhelm after resolving their differences.

39. In response, Wilhelm and his allies argued that the GEB, and the Executive Committee between GEB meetings, have the authority to decide any and all matters as to which the Presidents do not agree. The express language of the Constitution, all Union precedent, and the basic understanding of the parties to the merger are all to the contrary. The GEB's authority to resolve a disagreement between the Presidents is limited to disputes over the interpretation of the Constitution. None of the issues raised at the December 17 and 18 meeting involved a constitutional issue. All turned on matters as to which the Constitution's allocation of authority is clear. Moreover, as to some matters, Wilhelm and his allies caused the Executive Committee to act in the absence of any disagreement at all. In those instances, the Presidents had not yet attempted to address the issue.

Defendants' Unconstitutional Proposals

40. In clear and unambiguous language, the Constitution gives the Presidents, and only the Presidents, authority to commence trusteeship proceedings against a Union affiliate. The Constitution provides that a Trustee may take control of an affiliate when it is necessary "in the opinion of the Presidents." (Art. 4, §1). Further, "[t]he Trustee shall be appointed by the Presidents." (Art 4, § 4). The issues raised by a trusteeship are addressed at a hearing, and the Constitution explicitly states that "[t]he Presidents shall order a hearing," and that "[t]he Presidents shall appoint a member or members of UNITE HERE to conduct such hearing and make a report to the Presidents." (Art 4, § 3).

41. Despite this explicit grant of authority to the Presidents, at the December 17 and 18 meeting, the Wilhelm faction twice caused the Executive Committee to commence trusteeship proceedings against affiliates formerly associated with UNITE. Wilhelm introduced a proposal for a trusteeship with respect to the Amalgamated Northeast Joint Board, and another for a trusteeship with respect to the New England Joint Board.

42. With respect to the first proposal, one Committee member, plaintiff Beasley, objected that the proposal was unconstitutional, and Raynor stated that only the Presidents, not the Executive Committee, could order a trusteeship or appoint a hearing officer. Plaintiff Fleischman added that the Executive Committee had never taken a vote on such a matter in the past. However, when the question was called, all of the former-HERE Committee members voted in favor. Plaintiffs abstained based on their view that the Committee did not have the right to vote on the issue.

43. The outcome was the same with respect to the second trusteeship proposal. Raynor objected that the Committee lacked the authority to impose a trusteeship, and also noted

that the proposals were politically motivated and seemed intended to get at the assets of the affiliates involved. (The Wilhelm faction is insisting that the New England Joint Board assume \$1.5 million in debt now held by a former-HERE Boston local and that the Amalgamated Northeast Joint Board give \$2.5 million to a favored New York City local). The Wilhelm faction voted in favor of the trusteeship proposal and plaintiffs abstained.

44. Although the Constitution specifies that the Presidents shall appoint the hearing officer if a trusteeship proceeding is commenced, the two Wilhelm proposals also dictated who would conduct the hearing. Wilhelm proposed – and the Wilhelm faction voted – that Warren Heyman, a GEB member formerly associated with HERE, would conduct the hearing in the Amalgamated Northeast Joint Board trusteeship, and that defendant Peter Ward would conduct the hearing in the New England Joint Board matter.

45. Article 3, § 3(a)(v) of the Constitution provides that “[t]he Presidents shall jointly have the right to . . . supervise and direct organizing activities.” Nevertheless, Wilhelm introduced a resolution that “growth agreements” with employers could not become effective until approved by the Executive Committee. Growth agreements between a union and an employer permit the union to expand its membership without a contested election. Raynor objected that the Constitution gave the Presidents authority over organizing and that the Executive Committee lacked the power to pass the resolution. Defendant Ward, rather than dispute the Constitutional point, stated that the Constitution was “a disgrace” and “an embarrassment” to the Union, and that the power to enter into growth agreements should not have been entrusted to the Presidents. Wilhelm agreed, saying that the Constitution was a “terrible mistake.” All members of the Wilhelm faction voted in favor of the proposal and

plaintiffs again abstained to register their objection that the Committee did not have the authority to vote on the question.

46. Wilhelm also proposed that the duties and authority of Jim Dupont, Director of the Union's Laundry and Food Service Division and a member of the GEB, be immediately restored. When Raynor objected that the Constitution gave the Presidents authority over organizing, Wilhelm stated that the Constitution gave the Executive Committee the power to resolve differences over the Constitution, but he did not articulate any constitutional issue involved. The proposal was passed with the support of the Wilhelm faction and over the abstentions of plaintiffs.

47. The Constitution explicitly gives the Presidents the joint authority to hire outside personnel, including professionals, needed to help with administering Union affairs. (Art. 3, § 3(a)(ix)). Despite this provision, Wilhelm proposed that the Executive Committee vote to retain Convention Services Unlimited to assist with the production of the Union's 2009 convention. Raynor objected that giving this contracting authority to the Executive Committee would amend the Constitution, but the proposal was nevertheless passed by the Wilhelm faction over plaintiffs' abstentions.

48. The Constitution vests all authority over the Union's budget either with the Presidents jointly or with the General President alone. Article 3, § 3(a)(vi) provides that the "Presidents jointly shall have the right to . . . set and approve the annual budget for the International Union." Day to day authority is vested in the General President, who may "supervise and direct the administrative, operational and budgetary functions of the International Union." Article 3, § 3(b)(iv). Despite these provisions, Wilhelm introduced a package of "Budget Steps," and insisted that the Executive Committee enact them. These steps included,

inter alia, eliminating the Communications Department and the International Affairs Department; eliminating the Legal Department except for the General Counsel; eliminating the Audit Department; freezing each Division's 2009 budget, and reducing it by any amounts any Division was over-budget in 2008; reducing the per capita dues paid to the International Union by \$3.00; charging affiliates with space in the headquarters building a market rent; and eliminating International Union subsidies for affiliate staff not directly involved in organizing.

49. After Wilhelm introduced these budget proposals, Raynor stated that only the Presidents, not the Executive Committee, had authority to make budgets. Wilhelm reiterated the view that, if the Presidents did not agree, the GEB (or Executive Committee between meetings) could act itself. That simply misstates what the Constitution provides. The GEB's power to resolve a disagreement between the Presidents is limited to matters of constitutional interpretation. Moreover, Raynor and Wilhelm had not discussed these budget proposals, let alone reached an impasse. The Wilhelm faction voted to enact all of the "Budget Steps," and plaintiffs abstained.

50. The Constitution provides that the General President shall appoint any committees of the GEB (Art. 3, § 3(b)(iii)), and that he shall be a member of all Union committees (Art. 3, § 3(b)(i)). Despite these provisions, Wilhelm proposed the creation of a committee consisting solely of defendant Ward (as Chair), defendant Taylor, and plaintiff Fleischman to evaluate the best use of the Union's headquarters building in New York City. Raynor objected that this usurped his constitutional authority, but the Wilhelm faction voted in favor of the proposal. Plaintiffs abstained.

51. In an ironic reliance on authority vested in the Presidents jointly – authority he disregarded repeatedly at the December 17 and 18 meeting – Wilhelm noted that

only the Presidents can terminate a UNITE HERE employee. (Art. 3, § 3(a)(vii)). He then proposed that if either President violated this rule, he would be brought up on charges before defendant Ward. This proposal, however, was itself unconstitutional because the Constitution allows any member filing a charge against a President to do so before *any* Executive Vice-President. (Art. 16, § 4(d)). Raynor objected that the Executive Committee had no authority to amend the Constitution and require that all charges be filed with Ward. The Wilhelm faction (with Ward abstaining), nevertheless passed the proposal. Plaintiffs abstained, as they had throughout the meeting, in light of their view that the Executive Committee lacked the authority to vote on the matters it was addressing.

52. Even the Wilhelm faction does not contend that the Executive Committee, as such, has the power to act on matters as to which the Constitution vests authority in the Presidents. They argue – incorrectly – that the GEB has that power, but that the Executive Committee has the power to act for the GEB prior to the GEB’s next meeting. The Wilhelm faction has made it clear that, at the next GEB meeting, scheduled for early February, they will cause the GEB to ratify the unconstitutional acts of the Executive Committee, and that they will cause the GEB itself to act, unconstitutionally, with respect to matters for which the Presidents, or the General President alone, has authority.

Claim for Relief
LMRA § 301

53. Plaintiffs repeat the allegations set forth in paragraphs 1 to 52.

54. By virtue of the foregoing, the defendants have violated, and breached their duties under, the UNITE HERE Constitution. Through their conduct, they have caused the Executive Committee to act in excess of its constitutional authority, and in derogation of the constitutional authority of the Presidents and the General President.

55. Unless enjoined from doing so, defendants will continue to violate the Constitution, they will continue to cause the Executive Committee to act in excess of its constitutional authority, and in derogation of the constitutional authority of the Presidents and the General President, and they, together with others acting in concert with them, will cause the GEB to act in excess of its constitutional authority, and in derogation of the constitutional authority of the Presidents and the General President.

56. Plaintiffs have been and will be injured because the appropriate Union officers have been and will continue to be prevented from exercising their constitutional authority and, as a result, the operations of the union have been and will continue to be adversely affected. Much of the Union's essential work, including, *inter alia*, dispute resolution with employers, planning and executing plans for future growth, planning and executing a budget, and addressing jurisdictional disputes with other unions has been and will continue to be halted or compromised.

57. Plaintiffs have no adequate remedy at law.

WHEREFORE, plaintiffs request that this Court enter judgment:

- (a) declaring that defendants have violated the UNITE HERE Constitution by causing the Executive Committee to act on matters as to which the Presidents or the General President have sole authority;
- (b) declaring that the actions taken by the Executive Committee at its December 17 and 18, 2008 meeting are null and void and of no force or effect;
- (c) enjoining defendants, and all those acting in concert with them, from causing the Executive Committee or the GEB to act on any matter outside its constitutional authority and/or on any matter as to which the Presidents or the General President

- have sole authority including, without limitation, commencing any trusteeship proceeding; appointing a hearing officer for any trusteeship proceeding; directing the Union's organizing activities; employing or retaining personnel required to administer the affairs of the Union; enacting any budget for the Union or any constituent element of such budget; excluding the General President from any committee; or requiring that any charges filed against the General President or President/Hospitality Industry be filed with a specific Executive Vice-President;
- (d) awarding plaintiffs the costs and disbursements of this action including, to the extent warranted, reasonable attorneys' fees; and
 - (e) awarding plaintiffs such other and further relief as the Court may deem just and proper.

Dated: New York, New York
January 22, 2009

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