

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

CHERYL A. SPANO LONIS,

Plaintiff,

v.

NEW ENGLAND HEALTH CARE EMPLOYEES UNION, DISTRICT 1199, SEIU; DANIEL MALLOY, in his official capacity as Governor of the State of Connecticut; SCOTT SEMPLE, in his official capacity as Commissioner of the Connecticut Department of Correction; BENJAMIN BARNES, in his official capacity as Secretary of Office of Policy and Management, State of Connecticut; SANDRA FAE BROWN-BREWTON, in her official capacity as Negotiator for the Office of Labor Relations, State of Connecticut; KEVIN LEMBO, in his official capacity as Comptroller for the State of Connecticut,

Defendants.

Case No. 2:18-cv-1778

COMPLAINT

October 27, 2018

AND NOW comes Plaintiff Cheryl A. Spano Lonis, by and through her undersigned attorneys, and states the following claim for relief against Defendants New England Health Care Employees Union, District 1199, SEIU (“District 1199”); Daniel Malloy, in his official capacity as Governor of the State of Connecticut; Scott Semple, in his official capacity as Commissioner of the Connecticut Department of Correction; Benjamin Barnes, in his official capacity as Secretary of the Office of

Policy and Management; Sandra Fae Brown-Brewton, in her official capacity as Negotiator for the Office of Labor Relations; and Kevin Lembo, in his official capacity as Comptroller for the State of Connecticut, and avers as follows:

SUMMARY OF THE CASE

1. This is a civil rights action pursuant to 42 U.S.C. § 1983 for declaratory relief, permanent injunctive relief, and monetary relief, to redress the deprivation under the color of state law of rights, privileges, and immunities under the First and Fourteenth Amendments to the United States Constitution caused by statute and Defendants' contracts, policies, and practices in failing to recognize Ms. Spano Lonis's resignation from the union and/or by seizing and accepting agency fees from Ms. Spano Lonis's wages in violation of her First and Fourteenth Amendment rights established in *Aboud v. Detroit Board of Education*, 431 U.S. 209 (1977), *Chicago Teachers Union, Local No. 1 v. Hudson*, 475 U.S. 292 (1986) (setting forth constitutionally required procedures for collecting agency fees from nonmember public employees), and *Janus v. American Federation of State, County, & Municipal Employees, Council 31*, 138 S. Ct. 2448 (2018).

2. Specifically, Defendants denied Ms. Spano Lonis her right to resign from union membership, violating her First and Fourteenth Amendment rights to free association, self-organization, assembly, petition, and freedoms of speech, thought, and conscience.

3. Ignoring her resignation, Defendants continued to collect full union dues from Ms. Spano Lonis for nearly three years and prevented her from disassociating herself from District 1199 and its affiliates. She thus seeks compensatory and nominal damages for the violation of her First and Fourteenth Amendment rights, as well as attorneys' fees and costs.

4. Alternatively, assuming arguendo that this Court finds that Ms. Spano Lonis's union resignation was accepted and recognized by Defendants, then Defendants, acting under color of state law, seized agency fees in an amount equal to full union dues from Ms. Spano Lonis's wages without proper notice and procedural protections in violation of her First and Fourteenth Amendment rights (and Defendants' own collective bargaining agreements ("CBAs")) as set forth by the United States Supreme Court in *Chicago Teachers Union, Local No. 1. v. Hudson*, 475 U.S. 292 (1986).

JURISDICTION AND VENUE

5. This action arises under the Constitution and laws of the United States of America, including the Federal Civil Rights Act of 1871, 42 U.S.C. § 1983, to redress the deprivation, under color of state law, of Ms. Spano Lonis's rights, privileges, and immunities under the Constitution of the United States, and particularly the First and Fourteenth Amendments.

6. This Court has jurisdiction over Ms. Spano Lonis’s claims under 28 U.S.C. § 1331—because the claims arise under the United States Constitution—and 28 U.S.C. § 1343—because she seeks relief under 42 U.S.C. § 1983.

7. This action is an actual controversy in which Ms. Spano Lonis seeks a declaration of her rights under the Constitution of the United States. Pursuant to 28 U.S.C. §§ 2201 and 2202, this Court may declare Ms. Spano Lonis’s rights and grant further necessary and proper relief, including injunctive relief pursuant to Federal Rule of Civil Procedure 65.

8. Venue is proper in this Court under 28 U.S.C. § 1391(b), because a defendant, District 1199, is domiciled in and operates or does significant business in this judicial district and because the events giving rise to this action occurred in this judicial district.

PARTIES

9. Plaintiff Cheryl A. Spano Lonis resides in Hartford County, Connecticut. She is employed as an Advanced Nurse Practitioner and was previously Head Nurse—Correctional Facility for the Department of Correction, formerly UCONN Correctional Managed Health Care (“UCONN Health”). She is thus an “employee” within the meaning of the State Employees Relations Act (“SERA”), Conn. Gen. Stat. § 5-270(b). Ms. Spano Lonis is represented exclusively for purposes of collective bargaining by District 1199, pursuant to the SERA, Conn. Gen. Stat. § 5-271. She is not a member of District 1199.

10. Defendant District 1199 is an “employee organization” and “exclusive bargaining representative” within the meaning of the SERA, Conn. Gen. Stat. §§ 5-270 through 5-280. Through the CBA with the State of Connecticut, District 1199 represents employees of the State of Connecticut, including Plaintiff, exclusively for purposes of collective bargaining with the State. District 1199 maintains a place of business at 77 Huyshope Avenue, Hartford, Connecticut, and conducts its business and operations throughout the State of Connecticut and within the District of Connecticut.

11. Defendant Governor Dannel Malloy is generally responsible for the operations of the State, including labor relations. Governor Malloy is sued in his official capacity.

12. Defendant Scott Semple is the Commissioner of the Connecticut Department of Correction. He is sued in his official capacity.

13. Defendant Benjamin Barnes, Secretary of the Office of Policy and Management of the State of Connecticut (“OPM”), is the “employer representative” in all collective bargaining matters, including the negotiation and administration of all collective bargaining agreements and supplemental understandings between the State and District 1199. Conn. Gen. Stat. § 4-65a(a). On information and belief, Mr. Barnes, as Secretary of the OPM, approves the collective bargaining agreements entered into by the State with labor unions that the State has designated as bargaining

representatives prior to the agreements being approved and implemented. Mr. Barnes is sued in his official capacity.

14. Defendant Sandra Fae Brown-Brewton is a Negotiator for the Office of Labor Relations of the State of Connecticut. On information and belief, on behalf of the State of Connecticut as an employer, Ms. Brown-Brewton negotiated, entered into, and is the signatory, on behalf of the State of Connecticut, to the relevant collective bargaining agreements governing the terms and conditions of employment for Ms. Spano Lonis and other employees in the P-1 and NP-6 bargaining unit. Ms. Brown-Brewton is sued in her official capacity.

15. Defendant Kevin Lembo, Connecticut State Comptroller, is responsible for issuing wages to employees of the State of Connecticut, including Ms. Spano Lonis, and processing all payroll deductions, including union dues under Article 3 of the CBA. He is sued in his official capacity.

FACTUAL ALLEGATIONS

16. Acting in concert under color of state law, the State of Connecticut and District 1199 entered into collective bargaining agreements that control the terms and conditions of Ms. Spano Lonis's employment. The first collective bargaining agreement effective during the relevant time frame, effective July 1, 2009, to June 30, 2012 (extended to June 30, 2016), is attached hereto as "Exhibit A," and incorporated herein. The second collective bargaining agreement, effective July 1, 2016, to June 30, 2021, is attached hereto as "Exhibit B," and incorporated herein. (Collectively referred

to as “CBAs”.) The agreement extending the first CBA through June 30, 2016, is attached hereto as “Exhibit C,” and incorporated herein.

17. Pursuant to the SERA, the relevant CBAs contain an identical “Union Security and Payroll Deduction” article, which provides that:

SECTION FOUR. (A) Employees who do not join or who terminate their membership in the Union shall be required to pay Agency fees equivalent to and on the same basis as the applicable Union dues and initiation fees, provided, however, that provisions of C.G.S. §5-280(a) notwithstanding that objecting Agency fee payers shall not be required to contribute to ideological or political activities of the Union which are not germane to the Union’s collective bargaining obligations or its obligations to advance or protect the interests of bargaining unit members in appropriate legislative, administrative or legal forums. In order to ensure the rights of all individuals, the parties agree to the following procedures for Agency fee payers.

On or before May 1 of each year, the Union shall provide to each Agency fee payer in the Union, a written statement of the major categories of Union expenditures during the Union’s preceding fiscal year verified by an independent auditor. Said statement shall identify Union expenditures with sufficient specificity to permit an Agency fee payer to object to a category or categories of expenditures which the Agency fee payer reasonably believes is for an objectionable ideological or political purpose under this section.

Any such objecting Agency fee payer shall file such objections in writing with the Union on or before May 30th each year setting forth the nature of such objection or objections and the amount of Agency fee which such non-member believes is the proper amount under the provisions of this section.

The Union, upon receipt of any such written objection, shall notify all Agency fee payers of such objection as well as the date that a hearing shall be held by the Union’s Executive Board to consider such objection. The hearing and subsequent written decision of the Union’s Executive Board shall be completed no later than June 30th each year. In the event that proceedings before the Union’s Executive Board do not resolve the objection, an objecting Agency fee payer shall have a further right of appeal to the Connecticut Board of Mediation and Arbitration. Said appeal shall be filed by an objecting Agency fee payer within fifteen (15) days of

receipt of the Union's Executive Board decision and shall be in the form of a letter to the Connecticut Board of Mediation and Arbitration setting forth the nature of the objection(s) to the Executive Board decision. While the objection(s) filed by an Agency fee payer are pending, the Union shall place in escrow the amounts of Agency fee payers payments which are reasonably in dispute, with such amounts verified by an independent auditor. Upon receipt of said appeal(s), the State Board of Mediation and Arbitration shall select, from its public members, an arbitrator to hear the appeal(s) in an expedited manner. The decision of the arbitrator shall be rendered within thirty (30) days of the close of the arbitration hearing and shall be subject to the provisions of applicable Connecticut statutes dealing with arbitration awards. Each party shall bear the cost of any attorney retained to represent their interests in the arbitration proceeding but the cost of the arbitrator's fees and expenses shall be paid by the Union. When an award or decision is final, the amount established for the Agency fee shall remain in effect for the contract year to which it applied.

(B) The Employer shall deduct Agency fees equivalent to and on the same basis as dues and initiation fees from Employees who do not join the Union, except for Employees who object to the payment of such fee based on the tenets of a religious sect or as provided in part (a) of this Section. Employees objecting on religious grounds shall make a monthly contribution to a nationally recognized charity, designated by mutual agreement of the Employer and the Union, equivalent to Union dues and initiation fees.

Ex. A, art. 3, § 4; Ex. B, art. 3, § 4.

18. The State Employee Relations Act states,

If an exclusive representative has been designated for the employees in an appropriate collective bargaining unit, each employee in such unit who is not a member of the exclusive representative shall be required, as a condition of continued employment, to pay to such organization for the period that it is the exclusive representative, an amount equal to the regular dues, fees and assessments that a member is charged.

Conn. Gen. Stat. § 5-280(a).

19. Although Ms. Spano Lonis was once a union member, after she reconnected with her church, her beliefs compelled her to resign her union membership in District 1199 and its affiliates and not to financially support any activities of the union.

20. Ms. Spano Lonis also objected pursuant to the relevant CBA to payment of any kind based on her religious beliefs.

21. Ms. Spano Lonis resigned her membership in District 1199 and its affiliates on October 30, 2015, pursuant to the relevant CBA, by sending resignation letters via certified mail to District 1199's headquarters at 77 Huyshope Avenue, Hartford, Connecticut and to the Payroll Department of UCONN Health (now Department of Correction) at 16 Munson Road, Farmington, Connecticut.

22. In the same letter, Ms. Spano Lonis informed District 1199 that she was objecting pursuant to the relevant CBA to payment to District 1199 of any kind based on her religious beliefs.

23. However, District 1199 never responded to Ms. Spano Lonis concerning her October 30, 2015, resignation or religious objection.

24. Ms. Spano Lonis also emailed a copy of the October 30, 2015, letter to John Kiang, an elected organizer for District 1199. Mr. Kiang initially confirmed receipt of Ms. Spano Lonis's resignation letter but took no further action, instead requesting to discuss Ms. Spano Lonis's religious beliefs with her rather than processing her resignation.

25. The Payroll Supervisor at UCONN Health also confirmed receipt of Ms. Spano Lonis's resignation letter but told Ms. Spano Lonis to contact the union directly.

26. After Ms. Spano Lonis's resignation from District 1199, for nearly three years thereafter Defendants continued withholding dues from her wages, and District 1199 continued to receive those dues until July 19, 2018.

27. During that time period, District 1199 never provided to Ms. Spano Lonis the disclosure commonly known as a "*Hudson* Notice," or notice to agency fee payers, setting forth the audited financials of District 1199 and its affiliates and the procedures that nonmember employees must take to object to paying the non-chargeable agency fee amount or to challenge the unions' calculation of the chargeable agency fee.

28. Ms. Spano Lonis called District 1199 headquarters in late 2015 or early 2016 to inquire as to her union membership status, and the woman who answered the phone told Ms. Spano Lonis that she had not been a District 1199 union member since "October or November" of 2015.

29. However, Defendants continued to deduct union dues from Ms. Spano Lonis's wages after October and November 2015.

30. Following additional inquiries from Ms. Spano Lonis in January 2016 and February 2016, the Payroll Supervisor for UCONN Health contacted Mr. Kiang multiple times in January 2016 and February 2016, noting that Payroll had received no

instructions from District 1199 regarding ending the withholding of union dues from Ms. Spano Lonis's paychecks and asking Mr. Kiang to respond to Ms. Spano Lonis.

31. Ms. Spano Lonis also contacted the Human Resources Labor Relations Specialist for UCONN Health in February 2016 but was again told to contact Mr. Kiang to get authorization from the union to stop the dues withholding.

32. Ultimately, after failing to take any action regarding her resignation letter, in February 2016, Mr. Kiang requested to meet with Ms. Spano Lonis because he needed a "better understanding," and Mr. Kiang required her to confirm she would attend a meeting with him and a union delegate, Dr. Carson Wright.

33. The meeting occurred on or about March 2, 2016. At the meeting, Mr. Kiang questioned Ms. Spano Lonis about her religious affiliation and what church she attended, the source of her religious convictions, and other questions about her religious views.

34. Following the meeting, Mr. Kiang still took no action on Ms. Spano Lonis's resignation from District 1199, and Ms. Spano Lonis received no confirmation from District 1199 that she was no longer a union member.

35. Defendants never provided Ms. Spano Lonis with information about how or to where to exercise her rights as a religious objector.

36. Defendant District 1199 continued to treat Ms. Spano Lonis as a union member, including sending her correspondence addressing her as a union member.

37. On or about June 30, 2017, in the presence of Mr. Kiang and one of her colleagues, Dr. Wright gave Ms. Spano Lonis a ballot to vote on the ratification of a new collective bargaining agreement.

38. Defendants District 1199 and Mr. Lembo, and/or his agents, according to the CBAs and District 1199's policy and practice, continued to collect full union membership dues from Ms. Spano Lonis without first providing her with the required pre-collection notice and substantive and procedural safeguards under the United States Constitution (which were also, at least in part, required by Article 3, Section 4(A) of Defendants' CBAs), including, but not limited to:

- a. a notice to nonmembers, before union fees were collected, that adequately explained the basis for the amount of the "agency fee," including an allocation of major categories of expenses between lawfully chargeable and nonchargeable activities, verified by an independent auditor;
- b. an adequate advance rebate or reduction of the fee;
- c. a reasonably prompt opportunity to challenge the amount of the fee before an impartial decisionmaker; and
- d. an escrow for the amounts reasonably in dispute while such challenges were pending.

See Hudson, 475 U.S. at 306–10.

39. Following the United States Supreme Court's decision in *Janus*, 138 S. Ct. 2448, Ms. Spano Lonis again followed up with the union in July 2018 about her resignation of union membership.

40. On July 5, 2018, District 1199 Lead Organizer Rebecca Simonsen confirmed that Ms. Spano Lonis was "not currently a member of 1199," and therefore did "not need to actively opt out."

41. The Director of Communications for Mr. Lembo's office, Tara Downes, then confirmed that union dues would no longer be withheld from Ms. Spano Lonis's wages.

42. On July 6, 2018, Ms. Spano Lonis sent another resignation letter via email, and Ms. Simonsen replied that she had "double-checked" and that Ms. Spano Lonis needed to call the union in order to "cancel" her dues. When Ms. Spano Lonis called District 1199, she was told that she needed to send in a signed copy of the letter, which she had already mailed that day, in order to resign.

43. Defendants stopped withholding dues from Ms. Spano Lonis's paycheck on July 19, 2018, nearly three years after her resignation from the union on October 30, 2015.

CLAIMS FOR RELIEF

COUNT ONE

(Violation of 42 U.S.C. § 1983 and
the Constitution of the United States)

44. Plaintiff re-alleges and incorporates by reference all allegations contained in the foregoing paragraphs of this Complaint as if fully set forth herein.

45. The First Amendment to the Constitution of the United States protects the associational, free speech, and free choice rights of United States citizens, and the Fourteenth Amendment to the Constitution of the United States incorporates the protections of the First Amendment against the States.

46. The First Amendment makes it illegal for a union or employer to force a public employee, as a condition of employment, to be or remain a union member and/or to force a nonmember employee to pay for a union's political, ideological, or other non-chargeable activities. *See Abood*, 431 U.S. at 235–36; *Hudson*, 475 U.S. at 301–02.

47. District 1199's refusal under color of state law to accept Ms. Spano Lonis's resignation from union membership and Defendants' concerted seizure and/or acceptance of full union dues from Ms. Spano Lonis's wages pursuant to the CBAs violated her rights, privileges and immunities granted by the First and Fourteenth Amendments to the United States Constitution, and violated 42 U.S.C. § 1983 by causing her to support District 1199 and its affiliates' political, ideological, or other non-chargeable activities.

48. Defendants' concerted actions, including refusing to recognize Ms. Spano Lonis's resignation of union membership from District 1199 and its affiliates and to continue to seize union dues from her wages pursuant to the CBAs, caused

Ms. Spano Lonis to maintain unwilling allegiance to the union, violating her rights to association, self-organization, assembly, petition, and freedoms of speech, thought, religion, and conscience, guaranteed by the Constitution of the United States.

49. As a direct result of Defendants' actions taken under the SERA and the CBAs, Ms. Spano Lonis:

a. was prevented from exercising her rights and privileges as a citizen of the United States to disassociate from and not support the agenda, expenses, and speech of a private organization;

b. was deprived of her civil rights guaranteed to her under the statutes of the United States; and

c. suffered monetary damages and other harm.

COUNT TWO—ALTERNATIVE TO COUNT I

(Violation of 42 U.S.C. § 1983 and
the Constitution of the United States)

50. Plaintiff re-alleges and incorporates by reference all allegations contained in the foregoing paragraphs of this Complaint as if fully set forth herein.

51. Alternatively, and if this Court finds that Defendants did accept Ms. Spano Lonis's resignation of membership from District 1199 and its affiliates beginning on October 30, 2015, and at all times subsequent thereto, Defendants have still violated Ms. Spano Lonis's First and Fourteenth Amendment rights.

52. During the time period relevant to this action, the First and Fourteenth Amendments to the United States Constitution required that procedures for the

collection of agency fees be narrowly tailored to limit the infringement on nonunion employees' fundamental rights. Such fees could be seized only in a manner least restrictive to nonmember employees' freedoms of speech, association, petition, belief, and thought, and right to due process, and in a manner that facilitated the nonmembers' ability to protect those rights. *Hudson*, 475 U.S. at 302–03.

53. The notice and procedural safeguards required by the First and Fourteenth Amendments at the time of Ms. Spano Lonis's resignation included:

- a. a notice to nonmembers, before union fees were collected, that advised nonmembers of their right to pay a reduced amount and/or lodge a religious objection, and that adequately explained the basis for the amount of the “agency fee,” including an allocation of major categories of expenses between lawfully chargeable and nonchargeable activities, verified by an independent auditor;
- b. an opportunity to object to the payment of full union fees and an adequate advance rebate or reduction of the fee;
- c. a reasonably prompt opportunity to challenge the amount of the fee before an impartial decisionmaker; and
- d. an escrow for the amounts reasonably in dispute while challenges were pending.

See Hudson, 475 U.S. at 306–10.

54. The seizure of agency fees from Ms. Spano Lonis's wages from the date of her union resignation until those seizures stopped on or around July 19, 2018, violated the First and Fourteenth Amendments to the United States Constitution and 42 U.S.C. § 1983 because District 1199 failed to provide Ms. Spano Lonis with any of the constitutionally required pre-collection notice and procedural safeguards for any fee years following her resignation from union membership.

55. District 1199 and the other defendants in this action, including Mr. Lembo, and/or his agents, collected union fees for District 1199 and/or its affiliates in the absence of the constitutionally required *Hudson* notice and procedures listed in Paragraph 55, *supra*.

56. Defendants deprived Ms. Spano Lonis of her First and Fourteenth Amendment rights, as enunciated and specified in *Hudson*, to receive the required notice and procedural safeguards from District 1199, upon her resignation and for all fee years following, prior to continuing to seize union fees from her, or allowing her to either object to paying non-chargeable fees and pay a reduced amount or to donate the amount equal to full union dues to charity.

57. Thus, as a direct result of the unlawful actions of Defendants and/or their agents, Ms. Spano Lonis:

- a. has been prevented from exercising her rights and privileges as a citizen of the United States not to pay union fees in the absence of

receiving all of the pre-collection notice and procedural safeguards required by the Constitution;

- b. has been deprived of her civil rights guaranteed under the statutes of the United States; and
- c. has suffered monetary, equitable, and other damages.

COUNT THREE—ALTERNATIVE TO COUNT I

(Violation of 42 U.S.C. § 1983 and the Constitution of the United States)

58. Plaintiff re-alleges and incorporates by reference all allegations contained in the foregoing paragraphs of this Complaint as if fully set forth herein.

59. Alternatively, and if this Court finds that Defendants did accept Ms. Spano Lonis's resignation of membership from District 1199 and its affiliates beginning on October 30, 2015, and at all times subsequent thereto, Defendants have still violated Ms. Spano Lonis's First and Fourteenth Amendment rights.

60. As has long been the case, during the time relevant to this action, "the union bears the burden of proving the proportion of chargeable expenses to total expenses," *Lehnert v. Ferris Faculty Ass'n.*, 500 U.S. 507, 524 (1991) (citations omitted), in relation to charging nonunion members agency fees.

61. Furthermore, the First Amendment entitles a nonunion member to a reasonably prompt opportunity to challenge the amount of the fee before an impartial decisionmaker and to avail himself or herself of a review process not controlled by the union. *Hudson*, 475 U.S. at 307–09.

62. The CBAs contain unlawful provisions in that the nonunion member, not the union, has the burden to determine the correct chargeable and non-chargeable agency fee calculation or risk being charged for the union's ideological, political, and other non-chargeable expenses. Ex. A, art. 3, § 4(A); Ex. B, art. 3, § 4(A).

63. Second, the CBAs set forth an objection procedure that is neither "prompt" nor "impartial." The CBAs state that an agency fee payer's objection is first considered at a hearing before the union's executive board, a process controlled by an interested party. Ex. A, art. 3, § 4(A); Ex. B, art. 3, § 4(A).

64. Thus, as a direct result of the unlawful CBA provisions agreed to by Defendants and/or their agents, Ms. Spano Lonis:

- a. has been deprived of her constitutional and civil rights guaranteed under the statutes of the United States; and
- b. has suffered monetary, equitable, and other damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that this Court order the following relief:

A. **Declaratory:** A judgment based upon the actual, current, and *bona fide* controversy between the parties as to the legal relations among them, pursuant to 28 U.S.C. § 2201 and Federal Rule of Civil Procedure 57, declaring:

- i. Ms. Spano Lonis resigned her membership in District 1199 and its affiliates on October 30, 2015;
- ii. Or, alternatively, that:

- a. District 1199 and Mr. Lembo and/or his agents, failed to comply with notice and substantive and/or procedural requirements of *Hudson*, thereby rendering the SERA, specifically Conn. Gen. Stat. § 5-280(a), and the “Union Security and Payroll Deductions” provision of Defendants’ CBAs null and void on their face and/or as applied to Ms. Spano Lonis, because the collection of and demand for payment of compulsory union monies without the required and proper *Hudson* notices and procedures violated the First and Fourteenth Amendment to the Constitution of the United States and 42 U.S.C. § 1983;
- b. That any money actually seized from Ms. Spano Lonis after her resignation, without provision of all of the notice and procedural protections required by the Supreme Court in *Hudson*, by Defendants and those working in concert with them, under color of state law and the CBAs, was illegally seized in violation of the First and Fourteenth Amendments to the Constitution of the United States and 42 U.S.C. § 1983; and
- c. That the procedures set forth in the CBAs that require the nonunion member to calculate the chargeable versus non-

chargeable agency fee amounts and to first have his or her objection heard before the union's executive board, Ex. A, art. 3, § 4(A); Ex. B, art. 3, § 4(A), are in violation of the First and Fourteenth Amendments to the Constitution of the United States and 42 U.S.C. § 1983.

- B. **Monetary:** For actual damages in the full amount of monies that were seized from Ms. Spano Lonis's wages from the date of her union resignation until the seizures stopped, plus interest, and nominal exemplary damages under 42 U.S.C. § 1983, for depriving her of her rights, privileges, and immunities secured by the Constitution of the United States.
- C. **Equitable:**
- i. Restitution of all union dues and/or agency fees, with interest, taken from Ms. Spano Lonis's wages from the date of her union resignation to the date said monies were no longer seized from her wages; or
 - ii. Alternatively, a permanent injunction (1) requiring Defendants to provide Ms. Spano Lonis with the appropriate disclosures and procedures under *Hudson* for each fee year following her resignation date through the final deduction of monies from her paycheck, including a reasonable time period in which to exercise the

opportunity to both object to paying the chargeable agency fee amount and/or to challenge the calculated amount of agency fees, and (2) to expunge from the CBAs all procedures that are declared illegal.

D. **Attorneys' Fees and Costs:** A judgment awarding Ms. Spano Lonis her reasonable attorneys' fees and costs under 42 U.S.C. § 1988; and

E. **Other:** Such other and further relief as the Court may deem just and proper.

Dated: October 27, 2018

Respectfully submitted,
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*motion for admission *pro hac vice* to be filed