

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

WILLIE ENGLISH, RICARDO LOZA,
BRENDA WOODALL, BASHIR B. NURUDDIN,
TOM HALE, and LEONARD SIMPSON,

Plaintiffs,

v.

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL #73; DENISE POLOYAC, Individually and
as former Trustee of SEIU, LOCAL 73,

Defendants.

Case No. 1:18-CV-05272

SECOND AMENDED COMPLAINT AT LAW

NOW COME the Plaintiffs, WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR B. NURUDDIN, TOM HALEY and LEONARD SIMPSON, by and through their attorneys, GLEN J. DUNN & ASSOCIATES, LTD., and hereby bring this Second Amended Complaint in Equity seeking money damages and injunctive relief.

I. JURISDICTION AND VENUE

1. This Court has jurisdiction of this action under Section 301 of the Labor-Management Relations Act, as amended (“LMRA”), 29 U.S.C. 185(b), which mandates that “For the purposes of actions and proceedings by or against labor organizations in the district courts of the United States, district courts shall be deemed to have jurisdiction of a labor organization (1) in the district in which such organization maintains its principal office, or (2) in any district in which its duly authorized officers or agents are engaged in representing or acting for employee members.” 29 U.S.C. 185(b)

2. Jurisdiction is also conveyed on this Court by virtue of 28 U.S.C. 1331 as this claim arises under the laws of the United States of America.

3. Venue is proper under Section 301 of the Labor-Management Relations Act, as amended (“LMRA”), 29 U.S.C. 185(a), which mandates that “Suits for violation of contracts between an employer and a labor organization representing employees in an industry affecting commerce as defined in this chapter, or between any such labor organizations, may be brought in any district court of the United States having jurisdiction of the parties.” 29 U.S.C. 185(a).

II. PARTIES

4. REMZI JAOS, at the time of his improper termination on or about June 26, 2017, was a member in good standing of Defendant Local 73.

5. Plaintiffs, WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON, at the time of their suspensions, on or before January 8, 2018, were all members in good standing of Defendant Local 73.

6. Plaintiffs, WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON at the time of their suspensions on or before January 8, 2018, were also members in good standing of SESU.

7. Plaintiff WILLIE ENGLISH, on and before January 8, 2018, was also the duly elected Vice President of SESU and a member of Local 73.

8. REMZI JAOS, on and before August 5, 2016 was a duly elected Executive Board member of Defendant Local 73, the elected term extended through April of 2018.

9. On and after August 3, 2016, after the trusteeship took over Defendant Local 73, REMZI JAOS was stripped of his elected title and demoted to the position of Director of the Higher Education Division.

10. As Director of the Higher Education Division, REMZI JAOS was responsible as the lead negotiator over the second largest division within Defendant Local 73, covering 19 contracts and representing approximately 5,500 Local 73 members.

11. Plaintiff BRENDA WOODALL, on and before January 8, 2018, was also the duly elected President of SESU and a member of Local 73.

12. Plaintiff BASHIR B. NURUDDIN, on and before January 8, 2018, was also the duly elected Vice President of SESU and a member of Local 73.

13. Plaintiff TOM HALEY, on and before January 8, 2018, was also the duly elected organizing steward of SESU and a member of Local 73.

14. Plaintiffs RICARDO LOZA and LEONARD SIMPSON, on and before January 8, 2018, were bargaining unit negotiators and members of both Defendant Local 73 and SESU.

15. Defendant Local 73 is a labor organization engaged in industries affecting commerce within the meaning of Section 301 of the LMRA, 29 U.S.C. Section 185. Defendant Local 73 maintains its principal office at 300 South Ashland, Chicago, which is within this judicial district. The improper suspensions, terminations and expulsions from membership and employment at issue in this case all occurred within this judicial district.

16. At all times relevant hereto, Defendant, DENISE POLOYAC (hereinafter “POLOYAC”), was one of the Trustees of Defendant Local 73, assigned to the position by Defendant SEIU.

17. At all times relevant hereto, POLOYAC was acting in the course of and within the scope of her employment and/or agency relationship with Defendant Local 73.

18. At all times relevant hereto, Defendant, DIAN PALMER (hereinafter “PALMER”), was one of the Trustees of Defendant Local 73, assigned to the position by Defendant SEIU.

19. At all times relevant hereto, PALMER was acting in the course of and within the scope of her employment and/or agency relationship with Defendant Local 73.

20. At all times relevant hereto, MARY KAY HENRY (hereinafter “HENRY”) was President of Defendant SEIU.

21. At all times relevant hereto, HENRY was acting in the course of and within the scope of her employment and/or agency relationship with Defendant SEIU.

IV. COMMON FACTS

22. On or about August 3, 2016, Defendant Local 73 was taken into Trusteeship by the International Union, Defendant SEIU.

23. HENRY selected POLOYAC and PALMER as trustees for Local 37 for the purpose of grooming a candidate for President of Local 73 who would accept control and direction from SEIU and promise their vote in the election for President of SEIU, HENRY.

24. In early December, 2016, then Trustees Eliseo Medina and PALMER conducted a private meeting with REMZI JAOS and Terri Barnett where REMZI JAOS and Ms. Barnett were told by Mr. Medina that they had 24 hours to withdraw a pending lawsuit they and SESU filed alleging defamation against Local 73 or else they would be terminated from their employment with Defendant Local 73.

25. On and after January 1, 2017, REMZI JAOS began voicing criticism of the leadership, direction and decisions of the trusteeship, and of Trustees POLOYAC and PALMER, including questioning the efficacy and value of removing Local 73 staff manpower and resources from their day-to-day job duties in order to conduct multi-week mandatory phone, email and in-person organizing efforts for turnout to International union political agenda events, such as immigration, LGBT and anti-trump rallies, when such efforts were disrupting stewards and bargaining representatives from serving the Local membership by way of contract negotiations, grievance processing and day-to-day representation.

26. Beginning on or about March 1, 2017, REMZI JAOS, a full share and in good standing member of Local 73, began to publicly campaign within Local 73 for a political slate, headed by REMZI JAOS as the candidate for the office of President, to run in the first democratic elections that would follow the termination of the Trusteeship. This campaign was given the name "Members Leading Members."

27. Pursuant to Section 464(c) of the LMRDA, 29 USC 464(c), the Trusteeship imposed upon Local 73 was presumed invalid after eighteen months, which would have been on February 3, 2018.

28. On or about April 21, 2017, REMZI JAOS was approached by then trustee POLOYAC and Kurt Edelman regarding his public dissent and criticism of trusteeship. During that conversation, REMZI JAOS was told directly that he was either going to support the trusteeship or be terminated from Defendant Local 73.

29. At all times, REMZI JAOS, who has more than 30 years as a member in Local SEIU and more than 20 years' experience as a union representative, was acting according to the interests and concerns of the more than 1800 Local 73 members who endorsed his candidacy,

with whom he had engaged in political discussions on the topic of leadership and direction of the union, and with whom he had served as their bargaining representative.

30. On or about June 26, 2017, REMZI JAOS was improperly terminated without notice, written charges, hearing, or progressive discipline.

31. The improper termination of REMZI JAOS on June 26, 2017, was motivated by the desire to eliminate political opposition and the stifle the political criticism and dissent of the existing trusteeship, including without limitation trustees POLOYAC and PALMER.

32. On or about July 27, 2017, REMZI JAOS timely filed charges relating to his retaliatory discharge with Defendant SEIU's ethics ombudsman and made a formal request for hearing with the President of the SEIU on those charges, in conformance with the SEIU International Constitution. REMZI JAOS, through counsel, again attempted to schedule a hearing on the charges related to his improper termination on November 14, 2017, and notified Defendants Local 73 and SEIU International of his intention to file in District Court as he had exhausted his administrative remedies. As of the filing of this complaint, no hearing has ever been set for these charges.

33. Since the date of his improper termination up to the present, REMZI JAOS has continued to submit his membership dues for payment to Local 73 in a timely manner, but Defendant Local 73 has returned the checks uncashed and expelled him from membership in Local 73 since the date of his termination on June 26, 2017.

34. Since his improper termination up to the present, REMZI JAOS continued his efforts as the candidate for the office of President of Local 73 in the "Members Leading Members" political slate and intends to run in the upcoming democratic elections.

35. On and after March 1, 2017, REMZI JAOS formed a complete political election slate according to Defendant Local 73 Constitution and By-laws, including candidates to run for the executive offices of President, Recording Secretary, Secretary Treasurer, five Vice Presidents, and candidates for the one hundred executive board members.

36. On and after January 6, 2018, REMZI JAOS began the process of collecting the signatures necessary to support a formal nomination of the slate of candidates, in conformance with the Local 73 Constitution and By-laws. The “Members Leading Members” slate massed more than 1800 signatures of Local 73 members, well in excess of the required 3% of membership.

37. As of the initial filing of this lawsuit, the “Members Leading Members” political slate was the only declared complete slate with sufficient signatures to nominate its candidates in the upcoming democratic elections.

38. Since his improper termination up to the present, REMZI JAOS has been physically blocked from attending Local 73 membership meetings.

39. On and before November 8, 2017, Defendant Local 73 management, including without limitation POLOYAC and PALMER, conducted a series of private meetings with staff persons who were members of SESU, where management interrogated SESU members if they intended to run on a slate in the next Local 73 democratic elections, under threat of discipline and/or termination if they refused to answer the questions.

40. On and before November 8, 2017, Defendant Local 73 management, including without limitation POLOYAC and PALMER, conducted a series of private meetings with staff persons who were members of SESU, where management attempted to coerce, and in certain cases, did coerce under threat of discipline and/or termination, SESU members to sign a waiver

of the “just cause” requirement for discipline under the Collective Bargaining Agreement (“CBA”) between Defendant Local 73 and SESU, in an attempt to circumvent the collective bargaining process.

41. On or about November 8, 2017, charges were filed in the National Labor Relations Board (“NLRB”) on behalf of all SESU members and against Defendant Local 73, charging that the coercion and improper circumvention of the CBA, on behalf of management of Local 73, in attempting to obtain waivers of the “Just cause” requirement of discipline under the CBA between Local 73 and SESU, was illegal.

42. On or about January 16, 2018, then President of SESU, BRENDA WOODALL, filed grievances on behalf of herself, WILLIE ENGLISH, RICARDO LOZA, BASHIR NURUDDIN and TOM HALEY to contest their improper suspensions and terminations from Local 73 and requesting a hearing. The request was denied.

43. On or after January 19, 2018, LEONARD SIMPSON filed a request for grievance hearing related to his improper suspension and termination from Local 73.

44. On or about March 1, 2018, Plaintiffs BRENDA WOODALL, WILLIE ENGLISH, RICARDO LOZA, BASHIR NURUDDIN and TOM HALEY filed charges in the NLRB against Defendant Local 73, contesting their improper suspensions and terminations.

45. On or about January 5, 2018, the “Members Leading Members” campaign published their slate and positions on the website www.membersleadingmembers.com.

46. On the “Members Leading Members” website, it was published that Plaintiff WILLIE ENGLISH was seeking the nomination for the executive office of Secretary-Treasurer.

47. On the “Members Leading Members” website, it was published that Plaintiff BRENDA WOODALL was seeking the nomination for one of the five executive offices of Vice President.

48. On the “Members Leading Members” website, it was published that Plaintiff RICARDO LOZA was seeking the nomination for one of the five executive offices of Vice President.

49. On the “Members Leading Members” website, it was published that Plaintiff BASHIR NURUDDIN was seeking the nomination for one of the five executive offices of Vice President.

50. On the “Members Leading Members” website, it was published that Plaintiff TOM HALEY was seeking the nomination for one of the members of the Executive Board.

51. On the “Members Leading Members” website, it was published that Plaintiff LEONARD SIMPSON was seeking the nomination for one of the members of the Executive Board.

52. On or about January 8, 2018, Plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON were all suspended without notice from their employment at Local 73.

53. On or about January 10, 2018, Plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN and TOM HALEY were all improperly terminated from their employment with Local 73.

54. On or about January 19, 2018, Plaintiff LEONARD SIMPSON was improperly terminated from his employment with Defendant Local 73.

55. On or after January 10, 2018, Plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN and TOM HALEY were each provided with termination letters that cited their participation in the “Members Leading Members” campaign, as published on the website www.membersleadingmembers.com as the grounds for their dismissal.

56. On or after January 19, 2018, Plaintiff LEONARD SIMPSON was provided with a termination letter that cited his participation in the “Members Leading Members” campaign, as published on the website www.membersleadingmembers.com as the grounds for his dismissal.

57. At no time were Plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY, LEONARD SIMPSON and RON LEE provided with notice of their pending suspensions.

58. At no time were Plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON provided with written charges prior to their improper suspensions or terminations.

59. At no time were Plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON provided with a union representative to represent them in defense of their improper suspensions or terminations.

60. At no time were Plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON subjected to a progressive discipline process on January 8, 2018, January 10, 2018 and/or January 19, 2018.

61. Plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON have exhausted their

administrative remedies for seeking redress for their improper suspensions and terminations, and the Plaintiffs have no adequate remedy at law for reinstatement.

62. The improper suspensions and termination of Plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON on January 8, 2018, January 10, 2018 and January 19, 2018 were motivated by the desire to eliminate political opposition and to stifle the political criticism and dissent to the existing trusteeship, including without limitation trustee POLOYAC.

63. Upon their improper terminations, the Plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR B. NURUDDIN, TOM HALEY, and LEONARD SIMPSON, were also improperly expelled from Local 73, SESU and SEIU, even though they had filed grievances and were contesting their suspensions and terminations.

64. Upon their improper terminations, the REMZI JAOS was also improperly expelled from Local 73, and SEIU, even though he had filed a grievance and was contesting his suspension and termination.

65. On and after June 26, 2017, up to the present, REMZI JAOS has continued to submit his membership dues for payment to Defendant Local 73 in a timely manner, but Defendant Local 73 has returned the checks uncashed and expelled him from membership in Local 73, including without limitation barring him from attending membership meetings and from voting in union matters.

66. On and after January 10, 2018, up to the present, Plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON have continued to submit their membership dues for payment to Local 73 in a timely manner, but Defendant Local 73 has returned the checks uncashed and expelled them

all from membership in Local 73, including without limitation barring them all from attending membership meetings and from voting in union matters.

67. From January 10, 2018 up to the present, Plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON have continued their efforts as candidates for executive office in Local 73 in the “Members Leading Members” political slate and all of them ran in the upcoming democratic elections.

68. Since January 10, 2018 up to the present, Plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON have been physically blocked from attending Local 73 membership meetings.

69. Even prior to their improper terminations, Defendant Local 73 management, including without limitation POLOYAC, barred RICARDO LOZA, WILLIE ENGLISH and BRENDA WOODALL from attending the September 23, 2017, Local 73, membership meeting by assigning them to entrance duties, outside the meeting hall, for the duration of the meeting.

70. On or about March 13, 2018, Local 73 denied Plaintiff LEONARD SIMPSON’s request for a grievance hearing relating to his January 8, 2018 suspension and January 19, 2018 improper termination, by and through a letter from its general counsel, Tyson Roan, wherein Mr. Roan confirmed that Plaintiff LEONARD SIMPSON’s mere association with those criticizing the trusteeship in the “membersleadingmembers” political slate was the basis for his termination, stating: “There is no reason that he could not have done so promptly after he first became aware of the website if he really was not associated with this slate of candidates and their platform and wanted his name to be removed from the website. When the trusteeship was put in place, all

employees, including the Grievant, were asked if they would support the trusteeship, and each employee said they would. That support was, and is, a continuing condition of employment for individuals who wish to work for the Local Union in appointed staff positions while in trusteeship. The Local Union cannot have employees who are criticizing the union on a public website on the one hand be expected to support the Union and run its program on the other. Even if we were to assume that Plaintiff LEONARD SIMPSON was not actively involved in creating the contents of this website, or joining on as a participant in this website's anti-trusteeship platform, his name associated with the website gives the appearance that he is undermining the programs of the Local Union, and Plaintiff LEONARD SIMPSON took no prompt action to disassociate himself with those contents."

71. After initially agreeing to set a hearing for the grievance relating to the improper termination of LEONARD SIMPSON, SESU, by and through its President, Trumaine Reeves, notified Plaintiff LEONARD SIMPSON's on July 11, 2018, that it would not advance his request for a grievance hearing. Such denial occurring immediately following Plaintiff LEONARD SIMPSON's live testimony in the proceeding *Hunter, et al. v. SEIU International, et al.*, case no. 18-cv-986; that testimony was unfavorable to Defendant SEIU.

72. At all times relevant prior to, during and after Plaintiffs' suspensions and terminations, Trumaine Reeves was a member of Local 73, SEIU and SESU. At all relevant times, Trumaine Reeves opposed the dispute raised by Plaintiffs over the direction of Local 73, along with the "Members Leading Members" political slate supported by Plaintiffs.

73. Trumaine Reeves was the SESU representative responsible for the decision by SESU not to pursue the grievances filed by Plaintiffs arising from their suspensions and terminations. This decision was motivated by Trumaine Reeves' opposition to Plaintiffs' dispute

within Local 73 and the “Members Leading Members” leadership slate supported by Plaintiffs, and was specifically intended to punish and seek retribution against Plaintiffs for their lawful and protected political activities within Local 73.

74. Moreover, on information and belief, POLOYAC and PALMER directed Trumaine Reeves to deny Plaintiffs’ demands for grievance to punish them for opposing the groomer political slate of HENRY, led by Local 73 Presidential candidate PALMER.

75. On information and belief, Trumaine Reeves was rewarded for his role in punishing the Plaintiffs with a pay increase and promotion within SESU.

76. On information and belief, PALMER was rewarded for her role in punishing the Plaintiffs with an illegal pay increase once she was elected President of Local 73, without consent and approval of the Executive Board.

77. The motive of SEIU was manifest by election tampering and fraud committed by PALMER and her political slate against the “Members Leading Members” slate, resulting in the Local 73 officer election being overturned by the Department of Labor.

78. When Plaintiffs formed the “Members Leading Members” slate, which opposed HENRY’s groomed candidate slate, on information and belief, HENRY directed POLOYAC and PALMER to punish Plaintiffs by suspending and terminating them without charges, an opportunity to formulate a defense, or a hearing for the express written purpose of their participation in the “Members Leading Members” political slate.

79. The improper and illegal motive behind the termination and denial of grievances of Plaintiffs was HENRY’s desire to control the leadership of Local 73 and ensure the vote of the Local 73 President in HENRY’s campaign for her third term re-election campaign as President of SEIU.

80. Defendant SEIU discriminated against WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON throughout the grievance process because of their involvement with the “Members Leading Members” slate.

81. Defendant SEIU acted in bad faith when it chose not to pursue the grievances of Plaintiffs, WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY, and LEONARD SIMPSON

82. Defendant SEIU had a duty to fairly represent WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY, and LEONARD SIMPSON throughout the grievance process and did not.

COUNT I
VIOLATION OF ARTICLE 11 & 12 of the Local 73/SESU CBA

1-82. Plaintiffs adopt and incorporate by reference paragraphs 1 through 82 above as and for paragraphs 1 through 82 of Count I herein.

83. Article 11 of the Collective Bargaining Agreement between Local 73 and SESU governs the applicable policies and procedures relating to Discipline and Discharge of SESU members.

84. Section 1 of Article 11 of the aforementioned CBA states, in pertinent part: “No employee shall be discharged or otherwise disciplined except for just cause.” (Ex. A).

85. Section 1 of Article 11 of the aforementioned CBA also states that “the Employer shall adhere to the principles of progressive discipline, except for major cause infractions.” Examples of major infractions listed in Section 1 include: sexual harassment, theft, physical fighting on the job, being under the influence of alcohol or any illegal substance, etc. (Ex. A).

86. Section 3 of Article 11 of the aforementioned CBA states, in pertinent part: “an employee shall have the right to have representation by a Union steward [...] in any meeting with the employer which is investigatory in nature and could lead to disciplinary action.” (Ex. A).

87. The January 8, 2018 suspensions and January 10, 2018 improper terminations of Plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON violate Article 11 of the CBA because the stated reason, in writing, for their terminations was participation in internet based publication of the “Members Leading Members” political slate, which constitutes protected political speech, not just cause. Furthermore, the improper suspensions and termination violated Article 11 by which progressive discipline was not used and Plaintiffs were not provided with union representation when the Defendants engaged them in the aforementioned private meetings.

88. Article 12 of the Collective Bargaining Agreement between Local 73 and SESU governs the applicable policies and procedures relating to the Grievance and Arbitration Procedure.

89. Defendants did not properly terminate Plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON pursuant to the provisions of the CBA.

90. Plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON timely requested a grievance hearing relating to their January 8, 2018 suspensions and January 10, 2018 terminations (and January 19, 2018 termination for Plaintiff LEONARD SIMPSON), in conformance with the requirements of Article 12 of the Local 73/SESU CBA: however, Local 73 has never performed

any of its obligations under Article 12 is response to that request, including without limitation those under Step 1, 2 or 3. This failure violates Article 12.

91. SESU had a duty to fairly represent WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON.

92. SESU President, BRENDA WOODALL, initiated the grievance process on January 16, 2018, with Local 73 for Plaintiffs BRENDA WOODALL, WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON.

93. Defendant Local 73 denied the grievances due to Plaintiffs BRENDA WOODALL, WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON involvement with the “Members Leading Members” website.

94. Plaintiffs BRENDA WOODALL, WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON positions were filled with SESU members that disfavored the “Members Leading Members” slate.

95. After Defendant Local 73 denied grievances, SESU President, Trumaine Reeves, acted arbitrarily and notified Local 73 that he was going to move Plaintiff LEONARD SIMPSON’s grievance into arbitration, however not the other Plaintiffs’ grievances. Trumaine Reeves notified Plaintiff LEONARD SIMPSON on July 11, 2018, that they would not advance his request for a grievance hearing, such denial occurring immediately following Plaintiff LEONARD SIMPSON’s live testimony against Defendant SEIU in the proceeding *Hunter, et al. v. SEIU International, et al.*, case no. 18-cv-986.

96. After Plaintiffs BRENDA WOODALL, WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON positions were filled with SESU members that disfavored the “Members Leading Members” slate, SESU discriminated against the Plaintiffs and did not pursue the grievances of WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, and TOM HALEY, and did not pursue the arbitration for LEONARD SIMPSON.

97. SESU acted in bad faith when it chose not to pursue the grievances of Plaintiffs, WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON, who had formed a political slate in opposition to the trusteeship that had taken over Local 73.

98. SESU did not fairly represent WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON.

99. The aforementioned failure of SESU to pursue the Plaintiffs’ grievances led to the improper and wrongful suspension and termination of Plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON without notice or due process, and has caused each of them the personal and pecuniary losses, including without limitation, their employment, wages, benefits, membership rights and privileges in Local 73, and mental anguish.

COUNT II – Violation of SEIU Constitution and Bylaws

1-99. Plaintiffs adopt and incorporate by reference paragraphs 1 through 99 above as and for paragraphs 1 through 99 of Count II herein.

100. Plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON were never properly

terminated according to the CBA between Defendant Local 73 and SESU, and therefore were still legitimate employees and members of Defendant Local 73.

101. At the time of his improper termination, on June 26, 2017, Plaintiff REMZI JAOS was a member in good standing in Local 73.

102. The LMRDA defines a member or a member in good standing as “any person who has fulfilled the requirements for membership in such organization, and who neither has voluntarily withdrawn from membership nor has been expelled or suspended from membership after appropriate proceedings consistent with lawful provisions of the constitution and bylaws of such organization.” 29 U.S.C. § 402(o).

103. Defendant SEIU’s Constitution and Bylaws applies to all members of Local 73. Under Article III, Section 2(a) of SEIU’s Constitution and Bylaws, SEIU, the International Union, “shall have jurisdiction over the Local Unions and their members and over all affiliated bodies.” (Ex. B).

104. Section 2(b) of Article 17 of Defendant SEIU’s Constitution and Bylaws entitles members and officers who have been charged a full and fair hearing. (Ex. B).

105. Section 6 of Article 17 of Defendant SEIU’s Constitution and Bylaws entitles members and officers who have been charged with an offense an appeal to the International Executive Board. (Ex. B).

106. Plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON were never given a full and fair hearing or afforded an appeal of their improper terminations and suspensions in violation of Article 17 of Defendant SEIU’s Constitution and Bylaws.

107. Plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON were up to date on their union dues, did not voluntarily withdrawn their membership, and were not expelled or suspended from membership after appropriate proceedings consistent with lawful provisions of the constitution and bylaws of Defendants SEIU or Local 73.

108. Plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON were members of Local 73 and entitled to SEIU's Constitutional protections.

109. The aforementioned violations of Defendant SEIU's Constitution and Bylaws occurred on and after August 3, 2016, during which time Defendant Local 73 was taken into Trusteeship and controlled by the Defendant SEIU.

110. The aforementioned failure of Defendant SEIU to protect the Plaintiffs' constitutional rights led to the improper suspension and termination of Plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON without notice or due process, and has caused each of them personal and pecuniary losses, including without limitation, their employment, wages, benefits, membership rights and privileges in Local 73, and mental anguish.

COUNT III – Violation of Local 73 Constitution and Bylaws

1-110. Plaintiffs adopt and incorporate by reference paragraphs 1 through 110 above as and for paragraphs 1 through 110 of Count III herein.

111. Plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON were never properly

terminated according to the CBA between Local 73 and SESU, and therefore were still legitimate employees and members of Local 73.

112. At the time of his improper termination, on June 26, 2017, REMZI JAOS was a member and an officer in good standing in Local 73.

113. The LMRDA defines a member or a member in good standing as “any person who has fulfilled the requirements for membership in such organization, and who neither has voluntarily withdrawn from membership nor has been expelled or suspended from membership after appropriate proceedings consistent with lawful provisions of the constitution and bylaws of such organization.” 29 U.S.C. § 402(o).

114. Defendant Local 73’s Constitution and Bylaws encompasses all SEIU’s Constitution and Bylaws in addition to its own. Under Article III, Section 2(a) of Defendant SEIU’s Constitution and Bylaws, SEIU, the International Union, “shall have jurisdiction over the Local Unions and their members and over all affiliated bodies.” (Ex. B).

115. Section 2(b) of Article 17 of Defendant SEIU’s Constitution and Bylaws entitles members and officers who have been charged a full and fair hearing. (Ex. B).

116. Section 6 of Article 17 of Defendant SEIU’s Constitution and Bylaws entitles members and officers who have been charged with an offense an appeal to the International Executive Board. (Ex. B).

117. Section 2 and 3 of Article 18 of Defendant Local 73’s Constitution and Bylaws entitles members and officers to a hearing on charges filed against them in accordance with SEIU’s Constitution and Bylaws. (Ex. C).

118. Plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON were never given a full and

fair hearing or afforded an appeal of their improper terminations and suspensions in violation of Article 17 of SEIU's Constitution and Bylaws.

119. Plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON were up to date on their union dues, did not voluntarily withdrawn their membership, and were not expelled or suspended from membership after appropriate proceedings consistent with lawful provisions of the constitution and bylaws of such organization.

120. Plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON were members of Defendant Local 73 and entitled to Local 73's Constitutional protections.

121. Section 4 of Article 3 of Defendant Local 73's Constitution and Bylaws entitles members to the right to vote, have their opinions expressed, to participate in union meetings, and the right to exercise all of the rights granted by Local 73's Constitution to be exercised free of coercion, force or violence. (Ex. C).

122. All of the Plaintiffs were denied the right to vote, express their opinion, and participate in union meetings.

123. The Defendants attempted to coerce the Plaintiffs into abandoning the "Members leading Members" political slate, and attempted to coerce the Plaintiffs into signing documents that would mitigate their protections as members under Defendants SEIU and Local 73's Constitutions and Bylaws.

124. The aforementioned failure of Defendant Local 73 to protect the Plaintiffs' constitutional rights led to the improper suspension and termination of Plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY

and LEONARD SIMPSON without notice or due process, and has caused each of them personal and pecuniary losses, including without limitation, their employment, wages, benefits, membership rights and privileges in Local 73, and mental anguish.

Respectfully Submitted,

/s/ Glen J. Dunn, Jr.
Glen J. Dunn, Jr.

June 10, 2020

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CERTIFICATE OF SERVICE

I hereby certify that on June 10, 2020, I caused a copy of this Second Amended Complaint to be served via the Court's ECF system on all counsel of record.

By: /s/ Glen J. Dunn Jr.

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