

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

RAZA SIDDIQUI, MARCUS CROSBY,	)	
ANNA BASSETT, TODD ROBERTS	)	
DOUG WEBBER, NATHAN CANTU,	)	
and JEFFREY CHEATHAM,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Case No. 1:22-cv-5732
	)	
NATIONAL ASSOCIATION OF	)	
BROADCAST EMPLOYEES AND	)	Hon. Gary Feinerman
TECHNICIANS, THE BROADCASTING	)	
AND CABLE TELEVISION WORKERS	)	
SECTOR OF THE COMMUNICATIONS	)	
WORKERS OF AMERICA, AFL-CIO, CLC;	)	Jury Trial Demanded
CHARLES G. BRAICO, in his capacity as	)	
Sector President of NABET-CWA; LOUIS	)	
M. MARINARO, in his capacity as Sector	)	
Vice President of NABET-CWA; and	)	
EDWARD McEWAN, in his capacity as	)	
Temporary Trustee of NABET-CWA Local 41,	)	
	)	
Defendants.	)	

**FIRST AMENDED VERIFIED COMPLAINT**

Plaintiffs, Raza Siddiqui, Marcus Crosby, Anna Bassett, Todd Roberts, Doug Webber, Nathan Cantu, and Jeffrey Cheatham, by and through their attorneys, Asher, Gittler & D’Alba, Ltd., complain against Defendants, National Association of Broadcast Employees and Technicians, the Broadcasting and Cable Television Workers Sector of the Communications Workers of America, AFL-CIO, CLC (“NABET-CWA”); Charles G. Braico (“Braico”), in his capacity as Sector President of NABET-CWA; Louis M. Marinaro (“Marinaro”), in his capacity as Sector Vice President of NABET-CWA; and Edward McEwan (“McEwan”), in his capacity as Temporary Trustee of NABET-CWA Local 41; and in support thereof, state and allege as follows:

### **Nature of the Case**

1. Plaintiffs bring this action under the Labor-Management Relations Act, 29 U.S.C. § 401 *et seq.* (“LMRDA”), seeking an order dissolving the unlawful and bad faith trusteeship imposed upon Plaintiffs’ Local Union, NABET-CWA Local 41 (“Local 41”), by Defendants NABET-CWA and its officers, including Sector President Braico and Sector Vice President Marinaro.

2. The trusteeship of Local 41 was imposed by Defendants on September 22, 2022, without any hearing and without any modicum of due process, in violation of the LMRDA and provisions of the applicable union constitutions and bylaws. Defendants imposed this trusteeship based on allegations that are markedly false and which do not provide a lawful basis to place a local union in trusteeship. The trusteeship was brought by Defendants and has been maintained by Defendants, including Temporary Trustee McEwan, in bad faith and for unlawful and anti-democratic purposes.

3. Defendants’ true purpose in placing Local 41 in trusteeship was to oust and to silence democratically elected Local union officers and members, including Plaintiffs Raza Siddiqui, Marcus Crosby, Anna Bassett, Doug Webber, Nathan Cantu, Jeffrey Cheatham, and the rest of the Local 41 leadership, who had assumed office after being duly elected by the Local membership in March of 2022 (referred to collectively as “the Siddiqui administration.”).

4. Defendants now seek to use this unlawful trusteeship to hand over control of the Local Union to Defendants’ political allies, the very same individuals were defeated in the most recent Local Union elections, and who have since actively attempted to undermine the Siddiqui administration by withholding vital information, by destroying records and property of Local 41, and by acting in concert with Defendants to place the Local Union in trusteeship. This Court should

take immediate action to dissolve this unlawful trusteeship and return control of Local 41 to its members and their democratically-elected leadership.

### **Jurisdiction and Venue**

5. This action arises under Section 304 of the LMRDA, 29 U.S.C. § 464(a), which allows District Courts to vacate and enjoin labor union trusteeships that were not established or maintained in good faith and for a purpose allowable under Section 302 of the LMRDA, 29 U.S.C. § 462. This Court has jurisdiction over such claims pursuant to 28 U.S.C. § 1331.

6. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b) and 29 U.S.C. § 464(b), as a substantial part of the events giving rise to Plaintiff's claims, including the imposition and conducting of the affairs the trusteeship on Local 41, occurred within this district.

### **Parties**

7. Plaintiff Raza Siddiqui is a member in good standing of NABET-CWA Local 41 and is the duly elected President of Local 41.

8. Plaintiff Marcus Crosby is a member in good standing of NABET-CWA Local 41 and is the duly elected Vice President of Local 41.

9. Plaintiff Anna Bassett is a member in good standing of NABET-CWA Local 41 and pursuant to Local 41 Bylaws was appointed as the Secretary of Local 41 by the duly elected Executive Board of Local 41 after the resignation of the duly elected predecessor Secretary.

10. Plaintiff Todd Roberts is a member in good standing of NABET-CWA Local 41.

11. Plaintiff Doug Webber is a member in good standing of NABET-CWA Local 41 and is a duly elected Executive Board Member of Local 41.

12. Plaintiff Nathan Cantu is a member in good standing of NABET-CWA Local 41 and is a duly elected Executive Board Member of Local 41.

13. Plaintiff Jeffrey Cheatham is a member in good standing of NABET-CWA Local 41 and is a duly elected Executive Board Member of Local 41.

14. Defendant NABET-CWA is a labor organization within the meaning of 29 U.S.C. §402(i) and (j) and a parent labor organization of NABET-CWA Local 41.

15. Defendant Charles G. Braico is the Sector President of NABET-CWA and is an officer of that labor organization within the meaning of 29 U.S.C. §402(n).

16. Defendant Louis M. Marinaro is the Sector Vice President of NABET-CWA and is an officer of that labor organization within the meaning of 29 U.S.C. §402(n).

17. Edward McEwan was appointed as the Temporary Trustee of NABET-CWA Local 41 by Sector Executive Council on September 22, 2022. In this capacity, McEwan is acting as an officer of NABET-CWA within the meaning of 29 U.S.C. §402(n).

### **Facts**

18. Local 41 is a labor organization within the meaning of 29 U.S.C. §402(i) and (j), organized subject to the Constitution and Bylaws of NABET-CWA.

19. Local 41 represents workers employed by various employers in the broadcast and cable television industry. Local 41 is based out of Chicago, Illinois, and its geographic jurisdiction includes the area within a 100-mile radius of Chicago and any other jurisdictions assigned to it by NABET-CWA. Local 41 has approximately 825 active members.

20. Pursuant to the NABET-CWA Bylaws and the Local 41 Bylaws, Local 41 is governed by an Executive Board that includes the Local President, Local Vice-President, Local Secretary, Local Treasurer, and Stewards. Local 41's Executive Board has the full governing authority over the Local Union and holds the power to conduct the Local Union's affairs.

21. Prior to the most recent union officer election, conducted in March 2022, Local 41 member Chris Willadsen (“Willadsen”) held the position of Local President of Local 41, and Local 41 member Patrick Keating (“Keating”) held the position of Local Treasurer of Local 41.

22. Defendant NABET-CWA, the parent organization of Local 41, is organized subject to its own Bylaws as well as the Constitution of the Communication Workers of America (“CWA”), which is in turn the parent organization of NABET-CWA.

23. NABET-CWA is referred to as a “Sector” of the CWA.

24. NABET-CWA is governed by a Sector Executive Council, consisting of the Sector President, the Sector Vice President, and the Sector Regional Vice Presidents. NABET-CWA’s Sector Executive Council has the full governing authority over the Sector and holds the power to conduct the Sector’s affairs.

25. Defendant Charles G. Braico holds the position of Sector President for NABET-CWA. Braico has held an officer position with NABET-CWA since 2015.

26. Braico is the former President of Local 41. He held that position from approximately 2010-2015.

27. Defendant Louis M. Marinaro holds the position of Sector Vice President for NABET-CWA.

28. Sector Executive Council officers Braico and Marinaro are the political allies of Chris Willadsen and Patrick Keating, who lost their respective elections to retain the offices of Local 41 President and Treasurer in a March 2022 officer election.

29. Because of their personal and political connections with Willadsen and Keating, Sector Executive Council members Braico and Marinaro have been vocal supporters of Willadsen

and Keating. Braico and Marinaro have taken deliberate actions to ensure that Willadsen and Keating would be able to retain their officer positions and retain control over Local 41.

### **March 2022 Local 41 Officer Elections**

30. Immediately prior to the March, 2022 election Plaintiff Siddiqui held the position of Vice President of Local 41.

31. In the most recent Local 41 officer election, conducted in March 2022, Plaintiff Raza Siddiqui ran as a candidate for Local President, challenging the incumbent Local President Willadsen. At the time of the election, Siddiqui ran with a slate of candidates challenging the other incumbent elected officers of Local 41.

32. On or about February 24, 2022, shortly before the Local 41 officer election commenced, NABET-CWA Sector President Braico mailed a letter to the entire membership of Local 41 endorsing the reelection of Willadsen and Keating, along with the rest of their political slate of candidates. In that letter, Braico touted the relationships that Willadsen and Keating had with the team at NABET-CWA Sector Headquarters, including Braico himself. Braico criticized the “opposition slate of candidates,” including Siddiqui and Crosby, claiming that they were inexperienced and implying that they lacked integrity and a proven track record. Braico encouraged the members of Local 41 to vote for Willadsen, Keating, and their political allies.

33. In or about February 2022, shortly before the Local 41 officer election commenced, Willadsen, who was then the incumbent Local President of Local 41, sent out a campaign communication addressed to all Local 41 members, urging the membership to reelect Willadsen and his slate of candidates. That communication featured endorsements from NABET-CWA Sector President Braico, as well as NABET-CWA Sector Vice President Marinaro, both of whom voiced their support, in their capacity as Sector officers, for the reelection of Willadsen.

34. The NABET-CWA Sector Executive Council had previously demonstrated its support of Willadsen and his political allies, as well as its contempt for Siddiqui. Around October 2021, an election was conducted for Local 41 members to select a delegate to the CWA Convention. Willadsen was announced the winner of that election, and Siddiqui filed an internal challenge of that result. The Sector Executive Council provided support and assistance to Willadsen, including specifically providing legal advice and services to Willadsen, to help Willadsen defeat Siddiqui's internal challenge.

35. Additionally, around December of 2021, in the lead-up to the March 2022 Local 41 officer election, NABET-CWA Sector President Braico exchanged a series of email communications with then-Local President Willadsen providing guidance and advice to Willadsen in how to win the upcoming election.

36. These efforts by NABET-CWA's Sector Executive Council, including specifically Braico and Marinaro, to ensure the reelection of their political allies, Willadsen and Keating, were unsuccessful. Despite their meddling in the Local Union election, the Sector Executive Council's preferred candidates were not reelected.

37. In the election conducted in March 2022, Local 41's members elected the Siddiqui administration's entire slate of candidates for each elected position, including Plaintiffs Siddiqui and Crosby. The Siddiqui slate defeated the Willadsen slate by significant margins, with the election for President having the largest margin of victory of approximately 67% of the ballots cast.

38. In the election conducted in March 2022, Local 41's members elected Tim Kairis to the office of Local Treasurer, defeating the incumbent, Patrick Keating. Kairis was a member of Siddiqui's slate of candidates for office.

39. Siddiqui and the other duly elected officers of Local 41 were sworn into office on or about March 30, 2022.

#### **Defeated Former Union Officers Act to Undermine Siddiqui's Administration**

40. Immediately after their defeat in the March 2022 Local 41 officer elections, Keating, Willadsen and the Defendants began a concerted effort to undermine the duly-elected officers of the Union, including Siddiqui, with the ultimate goal of ousting Siddiqui and the other officers out of their democratically-elected positions, and seizing control of the Local Union.

#### **Internal Charges Filed**

41. After numerous requests by Plaintiff Siddiqui and others for the return of the Local 41 President's laptop which contained information vital to the administration of the Local Union, former President Willadsen finally returned the President's laptop to Local 41 on May 27, 2022, nearly two (2) months after the expiration of his term as President.

42. After numerous attempts to access the information on the laptop were unsuccessful the Local retained the services of an IT specialist in a further attempt to recover data from the laptop. On or about August 29, 2022, Plaintiff Siddiqui received a report from the IT specialist that former President Willadsen had intentionally damaged the laptop and had destroyed all electronic files, records, communications and intellectual property of Local 41 previously saved on the laptop.

43. On September 21, 2022, Plaintiff Siddiqui then filed internal charges against former President Willadsen pursuant to Article X of the NABET-CWA Bylaws for his misconduct as set forth above.

44. On June 27, 2022, Plaintiff Cheatham filed Article X charges against former President Willadsen based on Willadsen's demand for \$56,000.00 as payment for alleged unused



vacation days. Former President Willadsen made this claim without providing any supporting documentation.

45. On June 27, 2022, Plaintiff Cheatham also filed Article X charges against former Treasurer Keating because Keating retained exclusive control over the assets and property of Local 41 after he lost the election despite being repeatedly asked to turn over such control.

46. At the expiration of his term as Treasurer on March 30, 2022, Keating should have turned over control of bank accounts to the new and duly elected officers of Local 41.

47. From March 30, 2022, through August 18, 2022, the newly sworn-in officers of Local 41, by and through Plaintiff Siddiqui, repeatedly demanded former Local 41 Treasurer Patrick Keating transfer control of all Union bank accounts and access to all Union financial records. Mr. Keating failed and refused to turn over control of the Union bank accounts, the assets held in those accounts, and the records for each of the respective accounts.

48. Keating remained as the account holder and signatory on all accounts long after his term expired. Local 41 had to engage outside vendors including law and accounting firms, at the expense of the membership, to aid them in getting access to these accounts. Those accounts included, but were not limited to:

- a. Northern Trust Bank (access was not transitioned to any current officer until on or about June 30, 2022, three months after Keating's term expired)
- b. ABE Federal Credit Union (access was not transitioned to any current officer until on or about April 25, 2022, over three weeks after Keating's term expired)
- c. Fifth Third Bank (access was not transitioned to any current officer until on or about April 28, 2022, four weeks after Keating's term expired)
- d. BMO Harris (access was not transitioned to any current officer until on or about May 27, 2022, nearly two (2) months after Keating's term expired)
- e. Royal Alliance (access was not transitioned to any current officer until on or about August 18, 2022, over four and one-half months after Keating's term expired)

- f. Amalgamated Bank (access was not transitioned to any current officer until on or about April 28, 2022, four weeks after Keating's term expired)

49. The charges against former Treasurer Patrick Keating also included his failure and refusal to provide passwords necessary to the administration of Local 41, including but not limited to passwords for bank and other financial institutions, payroll, union email accounts, computer servers, shared Google drives, and office printers.

50. The charges against former Treasurer Keating also included his removal of physical files from the Local union offices, including but not limited to collective bargaining negotiation notes and grievance files.

51. Since access to any electronic records was also withheld by Keating due to his refusal to turn over passwords, the Local did not have access to bargaining history for certain collective bargaining negotiations and grievance files.

52. The charges against former Treasurer Keating also included his failure to conduct annual audits of the Local throughout his tenure.

53. The charges against former Treasurer Keating included his failure to maintain proper records relating to accrued benefits of former officers despite being responsible for the keeping of all official books and records of the Local. These records were vital to processing the demand made by Willadsen for \$56,000.00 for his alleged unused vacation days.

54. On or about July 22, 2022, Keating filed baseless internal complaints against Siddiqui. On or about May 9, 2022, Willadsen also filed baseless internal complaints against Siddiqui.

### **The Sector's Response to the Charges**

55. As mandated by the Sector Bylaws, upon receipt of charges, the Sector Vice President's sole task is to determine if the charge conformed to the requirements of the Bylaws.

These conforming requirements included whether the charge was in proper form, was timely, and contained facts sufficient to warrant further proceedings.

56. If a Charge is compliant with the requirements of the Sector Bylaws, the Secretary of the Local Union is notified of the charges.

57. The Secretary then provides the accused with a copy of the charges, who in turn is given an opportunity to provide an answer to the charges.

58. Under the NABET-CWA Sector Bylaws, a Trial Body is then seated, and after hearing all the evidence will issue a determination of guilt on each charge.

59. Upon their receipt by the Sector Vice President Marinaro, the baseless claims filed against Siddiqui by both Keating and Willadsen were immediately approved and set for trial.

60. On August 3, 2022, the charges filed against former Treasurer Keating as set forth above in paragraphs 41-53 were summarily dismissed by Defendant Marinaro.

61. Defendant Marinaro did not limit his review to whether the charge was in a proper form, was timely or contained the basis for a sufficient complaint as required by the NABET-CWA Sector Bylaws.

62. Defendant Marinaro purportedly dismissed the Cheatham charges because then-President Siddiqui did not properly forward the charges to Marinaro's office.

63. Summary dismissal of charges based on the alleged procedural missteps of a third party is not provided for in the NABET-CWA Bylaws, and even if it were, it was not within the powers of Defendant Marinaro to reach such a finding.

64. Upon receipt of Defendant Marinaro's initial dismissal letter, Plaintiff Cheatham filed an Amended Charge on August 31, 2022, as was his right under Section 10.3.A of the

NABET-CWA Sector Bylaws. That timely amendment addressed and corrected the alleged shortcomings of the initial charge.

65. On September 7, 2022, the amended charges were again summarily dismissed by Marinaro without the benefit of a trial on the allegations, despite the serious nature of the alleged wrongdoing in those complaints.

66. In dismissing both the initial and amended charges Defendant Marinaro went beyond the scope of his duties and made his own determinations on the merits of those complaints.

67. In dismissing both the initial and amended charges Marinaro seemingly performed his own investigation, reached his own conclusions as to the accuracy and credibility of certain factual allegations, and made his own determinations as to the scope and meaning of various alleged violations of the Constitution and By-laws.

68. Such determinations on the merits are to be left to the Trial Body after hearing all the evidence. By his conduct in rendering his ruling on the merits of these charges, Defendant Marinaro placed himself in the stead of the Trial Body.

69. Defendant Marinaro engaged in the aforementioned conduct in order to unfairly dismiss and silence these legitimate and meritorious complaints against the former union officers.

70. Marinaro's disparate and improper treatment of the charges filed against Willadsen and Keating reflects his bias against the Siddiqui administration and his political allegiance to Willadsen and Keating. Marinaro's conduct was intended to ensure that the Siddiqui administration would be discredited, removed from office, and replaced with Defendants' political allies.

71. On September 29, 2022, the Siddiqui and Cheatham charges against former Willadsen and Keating were held in abeyance due to the imposed trusteeship.

### **The Election Rerun**

72. On April 13 and 15, 2022, internal election challenges were filed to the March 2022 Local 41 officer election.

73. The Local 41 Executive Board appointed a three-member Local Election Investigation Committee to investigate the election challenges.

74. On or about June 18, 2022, the Local Election Investigation Committee issued its report, which was adopted by the Local 41 Executive Board on June 29, 2022.

75. Ultimately, the Local Election Investigation Committee dismissed the election challenges and found that due to the substantial margins of victory by the Siddiqui slate, any alleged ballot errors would not have been determinative and, therefore, dismissed the challenges to the election.

76. Despite the fact that Local 41 had previously conducted its own investigation, the Sector appointed a Sector Election Investigation Committee on July 25, 2022. The creation of this second Election Investigation Committee occurred only after the Cheatham charges had been filed against Willadsen and Keating on June 27, 2022.

77. The Sector Election Investigations Committee ignored the findings of the Local Election Investigation Committee and incorrectly found that Local 41 did not conduct any investigation on the election challenges.

78. The Sector Election Committee determined that sixteen (16) ballots were allegedly in question.

79. The margin of victory of the Siddiqui slate was well over sixteen (16) votes. The highest margin of victory was well over 100 votes and the smallest margin of victory was forty-one (41) votes.

80. Even though the sixteen (16) ballots allegedly in question were not determinative, the Sector Election Committee recommended an election rerun.

81. The Sector Election Committee's recommendations were adopted by the Sector Executive Council.

82. All alleged errors in the election process occurred while the Willadsen administration was still in office.

83. The Sector Executive Council determined to "rerun" an election, in which the former officers lost, based on the alleged errors of those very same losing candidates.

84. Rather than truly rerun the election with all candidates duly nominated for the March, 2022 election, the Sector has determined to begin the entire election process over again including beginning a new nomination process.

85. There have been no allegations of misconduct with regard to the nomination process for the March, 2022 election, yet the Sector is completely disregarding the nominations made by the membership for the officer election in March 2022.

86. Since September 22, 2022, to the present, Defendants and their political allies have been making a concerted effort to thwart President Siddiqui's attempts to find employment in the industry in an effort to negatively impact his eligibility to be re-nominated and once again run for the office of President of Local 41.

87. This wholly unwarranted "rerun" election was announced shortly after NABET-CWA and its Sector Executive Council members decided to place Local 41 under an unlawful trusteeship. The trusteeship and the "rerun" election are both intended to discredit the officers of the Siddiqui administration in an attempt to remove them from office permanently and replaced them with Defendants' political allies.

### **The Trusteeship**

88. NABET-CWA and its leadership, including Sector President Braico and Sector Vice President Marinaro, are the political allies of and have provided support to the prior Local 41 officers who were defeated in the 2022 elections in an effort to oust the duly-elected officers of Local 41 and to unlawfully regain control over the Local Union.

89. On information and belief, Keating and Willadsen have lobbied NABET-CWA and its Sector Executive Council to remove the Siddiqui administration by any means necessary, including specifically by placing the entire Local Union under trusteeship.

90. Keating actively planned with the NABET-CWA leadership, including Braico and Marinaro, to unlawfully place Local 41 in trusteeship.

91. Keating is not currently an officer of Local 41 or of NABET-CWA. However, despite having no involvement in any internal discussions that may have occurred amongst the NABET-CWA Sector Executive Council, Keating knew in advance, before any communications had gone out to members or officers of Local 41, that NABET-CWA was preparing to place the Local Union in trusteeship.

### **Pretextual Reasons for Imposition of Trusteeship on Local 41**

92. On September 22, 2022, a small group of Local 41 members who were either officers of the prior Willadsen-Keating administration, or allies and supporters of that administration, submitted a letter to NABET-CWA Sector President Braico, requesting that NABET-CWA place Local 41 under a “temporary administration” or trusteeship, based on various false allegations that would not support the imposition of a trusteeship under the NABET-CWA Bylaws or under the LMRDA. The signatories to that September 22, 2022 letter included the former Treasurer, Patrick Keating, as well as his ally and supporter Danny Bridges.

93. On September 22, 2022, the very same day that the Defendants' political allies requested a trusteeship, the NABET-CWA Sector Executive Council adopted a Resolution placing Local 41 in temporary trusteeship, naming Defendant Edward McEwan as Temporary Trustee, and immediately removing all duly-elected officers.

94. A true and correct copy of the Sector Executive Council's Resolution placing Local 41 under trusteeship is attached here as Exhibit 1.

95. The official reasons given for the trusteeship were: (1) to restore democratic procedures in the Local; (2) to correct financial malpractice; and (3) to otherwise carry out the objectives of NABET-CWA.

96. While the NABET CWA Resolution to place Local 41 into trusteeship provides no details as to the underlying charges, Defendant McEwan subsequently distributed false and unsupported allegations to Local 41 members as proven fact rather than unproven allegations.

97. Defendant McEwan's statements prejudiced the duly elected officers of Local 41 in the eyes of the membership.

98. Defendant McEwan falsely stated that Plaintiff Siddiqui failed to pay compensation owed to the former President Willadsen, where the payment was approved by the Local Executive Board at its March 30, 2022 meeting. This statement is patently false because the March 30, 2022 approval of payment was conditioned on Willadsen providing supporting documentation. Such documentation has never been provided.

99. Defendant McEwan falsely stated that Plaintiff Siddiqui's alleged failure to make payment to Willadsen has required that Local 41 "to spend thousands of dollars defending its violation of state law." This statement is false because the Local has not expended thousands of dollars defending violations of state law.



100. Defendant McEwan falsely stated that the Siddiqui administration failed to process challenges to the Local Officer election in accordance with the Bylaws. This is patently false because a Local Election Investigation Committee conducted an investigation and issued its findings on June 18, 2022. Such findings were adopted by the Local Executive Board on June 29, 2022.

101. Defendant McEwan falsely stated that the Siddiqui administration altered and falsified Local 41 Executive Board meeting minutes. This is patently false as no approved meeting minutes have ever been altered under the Siddiqui administration.

102. Defendant McEwan falsely stated that the Siddiqui administration banned Local 41 members who were or supported former officers. This is patently false as no former officers have been banned from the Local 41 office. The only individual banned from the premises was member Danny Bridges after he made physical threats against Siddiqui and his family for which police reports were filed.

103. Bridges is a political ally of Willadsen and Keating and was one of the individuals who filed internal election challenges seeking to overturn the election of the Siddiqui administration. Bridges was also one of the few members of Local 41 who signed a letter dated September 22, 2022, requesting that his own Local Union be placed under trusteeship.

104. Defendant McEwan falsely stated the Siddiqui administration failed to transmit dues to the Sector for more than six months resulting in the suspension of certain Local 41 members. This is patently false since the Siddiqui administration had not even been in office for six (6) months at the time it was placed in trusteeship. In addition, as set forth above, the former administration's refusal to transfer access to bank accounts, membership lists, and other pertinent

information and property of the Local Union delayed the processing of dues payments, but Local 41 was never advised that any member had been suspended for failure to pay dues.

105. Defendant McEwan falsely stated the Siddiqui administration published a falsified excerpt from the Local Executive Board meeting minutes in a member newsletter. This is patently false the membership publication accurately reflected the approved meeting minutes.

106. Defendant McEwan falsely stated the Siddiqui administration failed to elect members of the Local 41 Executive Board by secret ballot election, as required by the Bylaws, CWA Constitution, and federal labor law. This is patently false since the election at issue was conducted by the former administration which lost the election, not the Siddiqui administration.

107. Defendant McEwan falsely stated that the Siddiqui administration approved payment to Local Officers in violation of the Local Bylaws. This is patently false as payment for services outside the normal scope of duties is permissible under the Local Bylaws and was a long-time practice of Local 41 by many of the former administrations, including the Willadsen administration.

#### **The Trusteeship of Local 41 Is Procedurally Invalid**

108. The Temporary Trusteeship was imposed without any prior notice, without the ability to present any evidence or to challenge the alleged and patently false basis for the trusteeship.

109. The NABET-CWA Bylaws have no provision for an “emergency” or “temporary” trusteeship, and there were no allegations of the need for the imposition of a trusteeship on an emergency without the benefit of due process.

110. Furthermore, even if the NABET-CWA Bylaws allowed for an emergency trusteeship to be imposed, Defendants made no finding of an emergency and had no good faith

basis to believe that any emergency existed. Instead, the trusteeship was imposed in bad faith and in the absence of any emergency.

111. As of the date of filing of the instant complaint, NABET CWA has failed to schedule any hearing on the merits of the imposition of the temporary trusteeship.

**The Trusteeship Was Imposed and Is Being Conducted in Bad Faith**

112. The trusteeship was imposed in bad faith and was imposed to undermine the democratic election by ousting the Siddiqui administration; to silence their complaints and speech about their predecessors' misconduct; and to hand the reins of the Local union back to Defendants' political allies, Keating and Willadsen

113. The trusteeship is being maintained in bad faith as the misconduct of the Defendants' political allies are not being heard by the Constitutionally-mandated Trial Body.

114. The trusteeship is further being maintained in bad faith so that the Sector can conduct a so-called "re-run" election, but one which will be open to all challengers and not those nominated for the March 2022 election.

115. Since Defendant McEwan assumed control over Local 41 as Temporary Trustee, McEwan has failed and refused to accept dues payments from Local 41 members. McEwan has dismissed all Local 41 office staff and has denied access to the Local Union's offices to all members. As a result, members have not received confirmation of payment of their dues, and some members have been unable to make their dues payments.

116. Plaintiffs Siddiqui and Bassett have both sent communications to McEwan regarding his obligation, as the individual in control of Local 41, to ensure that members' dues payments are accepted, acknowledged, and credited. To date, McEwan has taken no action to

ensure that these members' dues payments are accepted in order to maintain their status as members in good standing of Local 41.

117. The Defendants have failed to accept the dues payment of Plaintiff Siddiqui and others in an attempt to make him ineligible to run for union office in the upcoming "rerun" election.

118. McEwan's failure and refusal to accept members' dues payments, while simultaneously making the false assertion that the trusteeship was imposed in part because the Siddiqui administration allegedly failed to transmit dues to the Sector for more than six months, shows that this trusteeship was imposed and has been maintained in bad faith.

119. This makes it clear that Defendants' goal all along was to remove the Siddiqui administration so that they would not have the benefit of being an "incumbent" in any re-run election; to run a smear campaign against the Siddiqui administration by publishing unproven, baseless, and defamatory allegations; to prevent the Siddiqui administration from being able to run a successful campaign under the shadow of trusteeship; and to prevent Siddiqui from being eligible to run for office.

120. Shortly after imposing this unlawful trusteeship, Defendants Braico and Marinaro sent a communication to Siddiqui directing him to turn over information including credentials, log-ins and passwords for Local 41's various financial and administrative accounts, and to provide information relating to the audit of Local 41.

121. Much of the information demanded by Braico and Marinaro is the exact same information which the Siddiqui administration had been seeking to recover from Willadsen and Keating for months after the March 2022 election. Plaintiff Cheatham had complained of the former administration's failure to turn over this information in his internal Article X charges

against Willadsen and Keating, but Defendant Marinaro summarily dismissed those charges as insufficient to even allege misconduct by those former officers.

**The Unlawful Trusteeship Is Causing Irreparable Harm to Local 41's Members**

122. Permitting the invalid and unlawful trusteeship of Local 41 to continue has caused, and will continue to cause irreparable harm to Local 41 and its members, including Plaintiffs.

123. A union and its members are irreparably harmed where elected union leaders are barred from performing those duties which they were elected to perform.

124. Plaintiff Siddiqui's reputation has been damaged by widespread publication of unproven allegations; he has lost his employment as Local President; and these allegations have been communicated to employers, who have refused to offer him work due to these pending allegations.

125. There is little risk of harm to Defendant NABET-CWA from this Court granting injunctive relief to dissolve the trusteeship.

126. Defendants cannot show any risk of mismanagement or impropriety if the duly-elected officers, including Siddiqui, are returned to their positions. To the contrary, those officers had been working to address the misconduct and improprieties of their predecessors before they were unlawfully ousted from office.

127. The public interest weighs in favor of dissolving a trusteeship imposed unlawfully, in bad faith, and in violation of the LMRDA.

**Count I – Violation of Trusteeship Provisions of LMRDA**

128. Plaintiffs incorporate and reallege paragraphs 1-127.

129. Title III of the LMRDA, specifically 29 U.S.C. § 462, provides that trusteeships “shall be established and administered... only in accordance with the constitution and by laws of

the organization which has assumed the trusteeship... and for the purpose or correcting corruption or financial malpractice, assuring the performance of collective bargaining agreements or other duties of the bargaining representative or otherwise carrying out the legitimate objects of such labor organization.”

130. Under 29 U.S.C. § 464, a trusteeship can only be valid if it is authorized or ratified after a fair hearing.

131. Here, the trusteeship was imposed without any notice, opportunity to present evidence or argument, or any fair hearing whatsoever.

132. Because the trusteeship was imposed without any fair hearing as required by the LMRDA, the trusteeship is presumptively invalid.

133. Furthermore, under 29 U.S.C. §§ 462 and 464, such a trusteeship must be established and administered by Defendants in good faith, and must be supported by honest, non-pretextual reasons. Under 29 U.S.C. § 462, it is unlawful for Defendants to establish this trusteeship over Local 41 based on the dishonest, false, and pretextual reasons identified by Defendants in the Sector Executive Council’s Resolution and in Defendants’ subsequent communications to Local 41 membership.

134. It is unlawful for Defendants to establish this trusteeship over Local 41 for the bad faith reason of reversing a Local Union officer election, ousting the officers who were duly elected in that election, and replacing them with Defendants’ close political allies who were defeated in that election.

135. The trusteeship has also been unlawfully maintained.

136. Defendants Braico, Marinaro, and McEwan have acted unlawfully and in concert with Defendant NABET-CWA to carry out this unlawful trusteeship and have instigated or caused

Defendant NABET-CWA to violate the provisions of 29 U.S.C. § 462. They are named in this count as necessary and indispensable parties and to ensure compliance with the requested relief.

137. Plaintiff union members have been adversely affected by such unlawful acts described herein both because they have lost their position as elected officers of Local 41 and because they have lost their rights as members to have officers of their own choosing.

138. Accordingly, by the acts and statements set forth above, and for the illegal purposes set forth above, Defendants have violated the rights of Plaintiffs, and Defendants have established and continue to administer the trusteeship of Local 41 in violation of 29 U.S.C. § 462 and other provisions of Title III of the LMRDA.

WHEREFORE Plaintiffs pray that this Honorable Court grant the following relief:

- A. Enter a declaration that Defendants established and maintained the trusteeship of Local 41 since September 22, 2022, in violation of 29 U.S.C. § 462 and other provisions of Title III of the LMRDA relating to trusteeships;
- B. Enter temporary, preliminary, and permanent injunctive relief dissolving the unlawful trusteeship of Local 41 and restoring Local 41 to its full autonomy and independence as existed prior to the establishment of the unlawful trusteeship;
- C. Order that Defendants act immediately to take all necessary measures to lift the trusteeship now in place of Local 41 and to return control of Local 41 to the democratically-elected officers of the Local Union;
- D. Order the reinstatement of all officers with full back pay, seniority, and benefits; returning all monies, books and records, keys, credit cards and other property of Local 41 to its elected officers;

- E. Order that Defendants cease and refrain from further acts of any kind to limit the autonomy of Local 41, including specifically any and all further attempts to unlawfully place Local 41 under trusteeship;
- F. Grant Plaintiffs an award of their reasonable attorney's fees and costs incurred in bringing this challenge to dissolve the unlawful trusteeship; and
- G. Grant Plaintiffs such other and further relief as may be appropriate.

Respectfully Submitted,

/s/ Margaret Angelucci

/s/ Matt Pierce

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*Attorneys for Plaintiffs*



**VERIFICATION**

I, Raza Siddiqui, am a Plaintiff in this action. I have read the foregoing First Amended Verified Complaint and have personal knowledge of the contents thereof, except as to those matters which are therein stated on information and belief, and as to those matters, I believe them to be true.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge and belief.

Dated: 10/20/22

  
\_\_\_\_\_  
Raza Siddiqui