

CANADA

PROVINCE OF QUEBEC  
DISTRICT OF MONTRÉAL

NO.: 500-17-032765-060

SUPERIOR COURT

INTERNATIONAL UNION OF PAINTERS  
AND ALLIED TRADES, an association of  
employees within the meaning of section 60 of  
the *Code of Civil Procedure*, having its head  
office at [REDACTED]

-and-

DISTRICT COUNCIL 97  
INTERNATIONAL UNION OF PAINTERS  
AND ALLIED TRADES, an association of  
employees within the meaning of section 60 of  
the *Code of Civil Procedure*, having its head  
office at [REDACTED]

-and-

INTERNATIONAL UNION OF PAINTERS  
AND ALLIED TRADES - GLAZIERS AND  
GLASS WORKERS LOCAL UNION 1135,  
an association of employees within the meaning  
of section 60 of the *Code of Civil Procedure*,  
having its head office at [REDACTED]

-and-

INTERNATIONAL UNION OF PAINTERS  
AND ALLIED TRADES - INDUSTRIAL  
WORKERS, LOCAL UNION 349A, an  
association of employees within the meaning of  
section 60 of the *Code of Civil Procedure*,  
having its head office at [REDACTED]

PLAINTIFFS

- 2 -

- v -

**EDDY BRANDONE**, residing and domiciled  
at [REDACTED]

-and-

**JULIE BOYER**, residing and domiciled at  
[REDACTED]

-and-

**CHRISTIAN CAMPBELL**, residing and  
domiciled at [REDACTED]

-and-

**CLAUDE LANGLAIS**, residing and  
domiciled at [REDACTED]

-and-

**DANIEL LÉVESQUE**, residing and domiciled  
at [REDACTED]

-and-

**YVES BOURASSA**, residing and domiciled at  
[REDACTED]

-and-

**SYNDICAT DES TRAVAILLEURS UNIS  
DU QUÉBEC**, an entity legally constituted  
pursuant to the *Professional Syndicates Act*,  
having its head office at [REDACTED]  
[REDACTED]

-and-

**VITRIERS TRAVAILLEURS DU VERRE,  
LOCAL 1135**, an entity legally constituted  
pursuant to the *Professional Syndicates Act*,  
having its head office at [REDACTED]  
[REDACTED]

-and-

**FRATERNITÉ INDÉPENDANTE DES  
TRAVAILLEURS INDUSTRIELS**, an entity  
legally constituted pursuant to the *Professional  
Syndicates Act*, having its head office at [REDACTED]  
[REDACTED]

-and-

**CONSEIL DE DISTRICT DU SYNDICAT  
DES TRAVAILLEURS UNIS DU QUÉBEC  
(S.T.U.Q.) 2006**, an entity legally constituted  
pursuant to the *Professional Syndicates Act*,  
having its head office at [REDACTED]  
[REDACTED]

DEFENDANTS

-and-

COMITÉ DE RETRAITE ET DES

**AVANTAGES SOCIAUX DES VITRIERS  
TRAVAILLEURS DU VERRE,  
LOCAL 1135**, having its head office at [REDACTED]  
[REDACTED]

-and-

**NORMAND TERROUX**, residing and  
domiciled at [REDACTED]  
[REDACTED]

-and-

**CAISSE D'ÉCONOMIE DESJARDINS  
DES POMPIERS, DES COLS BLEUS ET  
DES COLS BLANCS**, an entity constituted  
pursuant to *An Act respecting financial services  
cooperatives*, having its head office at [REDACTED]  
[REDACTED]

-and-

**KATHLEEN FARNHAM**, residing and  
domiciled at [REDACTED]  
[REDACTED]

-and-

**BRIGITTE GAGNON**, residing and  
domiciled at [REDACTED]  
[REDACTED]

-and-

**ISABELLE LEMAY**, residing and domiciled  
at [REDACTED]  
[REDACTED]



THIRD PARTIES

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**MOTION FOR A PROVISIONAL INTERLOCUTORY INJUNCTION, AN  
INTERLOCUTORY INJUNCTION, A SEQUESTRATION ORDER AND  
SAFEGUARD ORDER AND MOTION TO INSTITUTE PROCEEDINGS FOR A  
PERMANENT INJUNCTION AND SEEKING DAMAGES (Arts. 2, 20, 46, 110 et  
seq., 742 and 751 et seq. C.C.P.)**

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**TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT SITTING IN CHAMBERS OR IN COURT, AS THE CASE MAY BE, IN AND FOR THE DISTRICT OF MONTRÉAL, THE PLAINTIFFS RESPECTFULLY DECLARE AS FOLLOWS:**

**I. THE PARTIES**

**A) THE PLAINTIFFS**

**(a) The International Union of Painters and Allied Trades**

1. The Plaintiff International Union of Painters and Allied Trades (hereinafter the "**International Union**") is an association of employees within the meaning of section 60 of the *Code of Civil Procedure*, as appears from a certificate of the Commission des relations du travail, a copy of which is filed in support hereof as **Exhibit P-1**;
2. The International Union has been carrying on business under its current name since August 23, 1999, when its name was changed from the International "Brotherhood" of Painters and Allied Trades to the International "Union" of Painters and Allied Trades, as appears from a copy of Resolution No. GEB-5 filed in support hereof as **Exhibit P-2**;
3. The International Union and its subordinate bodies are governed by a constitution which constitutes their supreme law and whose principal objective is the protection of their members' interests;
4. The said constitution forms an integral part of the employment contract of the employees and officers of the International Union and its subordinate bodies;
5. Since 1995, there have been three successive constitutions, copies of which are filed in support hereof, respectively as **Exhibit P-3**, **Exhibit P-4** and **Exhibit P-5**;
  - a. a constitution for the period 1995-2000 (hereinafter the "**Constitution 1995-2000**" P-3);
  - b. a constitution for the period 2000-2005 (hereinafter the "**Constitution 2000-2005**" P-4);
  - c. a constitution that has been in force since 2005 (hereinafter the "**Constitution 2005**" P-5);
6. Pursuant to Section 2 of Constitution 2005 P-5, one of the objects of the International Union is to organize workers and improve their lives and livelihoods and the welfare of their families through the benefits of collective bargaining;
7. The International Union is a central entity which has exclusively power to create an unlimited number of subordinate bodies which form its constituent parts and elements and which are subject to its laws and usages;



8. Pursuant to Sections 124(a) para. 2 and 191(a) of Constitution 2005 P-5, the International Union is empowered to create district councils and local unions by means of charters authorized by its General Executive Board;
9. Sections 125(b) and 195(a) of Constitution 2005 P-5 provide that on a territory where a district council exists, the local unions shall be full affiliates of the district council;
10. The district councils are subject to their respective charters and to Constitution 2005 P-5 and, pursuant to Section 192 of Constitution 2005 P-5, the objects of the district councils are to further the objects of the International Union as described in the Constitution and to support and further the policies and programs adopted by the General Executive Board;
11. Pursuant to Section 194 of Constitution 2005 P-5, each district council shall frame its own bylaws, which shall in no way conflict with the Constitution;
12. For their part, the local unions are subject not only to their respective charters and Constitution 2005 P-5, but also to the bylaws of the district council with which they are affiliated;
13. Pursuant to Section 125(a) of Constitution 2005 P-5, their objects shall be the same as those of the district councils;
14. Pursuant to Section 133 of Constitution 2005 P-5, each local union frames its own bylaws, which, however, shall not be in conflict with the Constitution or the bylaws of the district council with which it is affiliated;

**(b) District Council 97**

15. On August 1, 1997, a charter was issued by the International Union constituting a district council to be known as the "International Union of Painters and Allied Trades, District Council 97" (hereinafter "**District Council 97**");
16. District Council 97 is an association of employees within the meaning of section 60 of the *Code of Civil Procedure*, as appears from a copy of the certificate of the Commission des relations du travail issued on August 24, 2006 and filed in support hereof as **Exhibit P-6**;
17. District Council 97 was registered on June 18, 1999, as appears from a copy of a document originating with the Enterprise Registrar (CIDREQ) and filed in support hereof as **Exhibit P-7**;
18. District Council 97, which since its formation had had a place of business in Montreal at 9393 Edison, Suite 301 in Anjou in addition to its head office in Gatineau, moved said place of business to 8150 Metropolitan East on June 27, 2006, as appears from the CIDREQ document P-7 and from a copy of a Notice of Change of Address filed in support hereof as **Exhibit P-8**;
19. The CIDREQ document P-7 describes the activities of District Council 97 as follows:

[Translation]

To bring members together and to study the defence and development of the economic, social and moral interests of the members.

20. Between 1997 and 2005, in addition to being governed by the terms of its charter and by the successive constitutions P-3, P-4 and P-5, District Council 97 was governed by bylaws approved by the General Executive Board of the International Union on August 28, 1997, and, since 2005, it has been governed by new bylaws approved by the General Executive Board of the International Union on March 11, 2005, the whole as appears from copies of the said bylaws filed in support hereof respectively as **Exhibits P-9 and P-10**;

21. Section 2 of the bylaws currently in force P-10 lists the local unions that are affiliated with District Council 97:

This organization shall be known as District Council No. 97 a subordinate body of the International Union of Painters and Allied Trades covering the geographical area of the Province of Quebec and is an affiliate of the International Union of Painters and Allied Trades and is comprised of IUPAT Local Unions 135, 349, 349A, 1135, 1515 and 1929 and any other Local Union within the above mentioned geographic area which becomes chartered in the future.

22. Section 3.02 of the bylaws P-10 describes one of the objects of District Council 97 as follows:

The Council will be responsible for negotiations and re-negotiations of all collective agreements on behalf of the members of Local Unions in the Province of Quebec, and will be responsible to monitor all jobs and shops in an endeavour to organize the non-union shops;

23. Finally, Section 16.01 of the same bylaws P-10 provides for the financing of District Council 97's activities as follows:

The revenue of the District Council shall be derived as follows:

All monthly flat union dues, death benefit fees, all administrative dues, as per Collective Agreement, administrative processing fees to a maximum of \$500.00 including six months flat dues, etc., for all members of the fully affiliated Local Unions shall be paid to and collected by District Council 97.

The Administrative Processing Fee may be waived or reduced by the District Council in connections with the organization of unorganized employees, or otherwise in special circumstances, with the prior approval of the General Executive Board.

(c) **Local Unions 1135 and 349A**

24. On June 13, 1919, a charter was issued by the International Union constituting a local union to be known as the "International Union of Painters and Allied Trades - Glaziers and Glass Workers, Local Union 1135" (hereinafter "**Local Union 1135**");
25. Local Union 1135 is an association of employees within the meaning of section 60 of the *Code of Civil Procedure*, as appears from a copy of the certificate of the Commission des relations du travail issued on August 24, 2006 and filed in support hereof as **Exhibit P-11**;
26. It consists of members working mainly in businesses in the glass industry;
27. On June 1, 1986, another charter was issued by the International Union constituting another local union to be known as the "International Union of Painters and Allied Trades - Industrial Workers, Local Union 349A) (hereinafter "**Local Union 349A**");
28. Local Union 349A is an association of employees within the meaning of section 60 of the *Code of Civil Procedure*, as appears from a copy of the certificate of the Commission des relations du travail issued on August 24, 2006 and filed in support hereof as **Exhibit P-12**;
29. It consists of members working in a variety of businesses;
30. Section 27.01 of both Local Union 1135 and Local Union 349A bylaws provide that:

All monthly Local Union dues, administration dues, administrative processing fees, agency fees, etc. shall be paid to and collected by District Council 97.

as appears from copies of said bylaws filed in support hereof, respectively **Exhibit P-13** and **Exhibit P-14**;

**B) THE DEFENDANTS**

31. The Defendant Eddy Brandone (hereinafter "**Brandone**") was employed for an uninterrupted period of time by the International Union and its subordinate bodies in the following capacities:
  - a. From March 1, 1996 until January 31, 1998, he was a Business Representative for Local Union 1135;
  - b. From February 1, 1998 until August 31, 2000, he was Business Manager/Secretary-Treasurer of District Council 97;
  - c. From September 4, 2000 until December 31, 2004, he was General President's Representative within the International Union;
  - d. Finally, from January 1, 2005 until April 30, 2006, he was again Business Manager/Secretary-Treasurer of District Council 97;

as appears *inter alia* from copies of two letters of appointment, a letter of resignation and a document relating to the pension funds, filed *en liasse* in support hereof as **Exhibit P-15**;

32. The Defendant Yves Bourassa (hereinafter "**Bourassa**") was also employed at various times by the International Union and its subordinate bodies:
- a. From January 1, 1993 until January 1, 1998, he was a Business Representative for Local Union 1135;
  - b. From February 1998 until September 2000, he was a Business Representative for District Council 97;
  - c. From September 2000 until May 27, 2004, he was Business Manager/Secretary-Treasurer of District Council 97;
  - d. From May 27, 2004 until November 18, 2004, he was a Business Representative for District Council 97;
  - e. From February 1, 2006 to April 21, 2006, he again served as Business Representative for District Council 97;

as appears *inter alia* from a copy of a document relating to the pension funds and of a record of employment filed *en liasse* in support hereof as **Exhibit P-16**;

33. The Defendant Christian Campbell (hereinafter "**Campbell**") was employed by District Council 97 as a Business Representative for Local Union 349A and Local Union 1135 from October 24, 1994 to February 1998 and then, from February 1998 until April 21, 2006, he was Business Representative of District Council 97, as appears from a copy of a record of employment communicated in support hereof as **Exhibit P-17**;
34. The Defendant Julie Boyer (hereinafter "**Boyer**") was employed by District Council 97 as a lawyer from September 20, 1999 to April 21, 2006, as appears *inter alia* from a copy of a record of employment filed in support hereof as **Exhibit P-18**;
35. The Defendant Claude Langlais (hereinafter "**Langlais**") was initially employed from July 1, 1995 until January 31, 1998 as a Business Representative for Local Union 1135 and then, from February 1, 1998 until April 30, 2006, he was a Business Representative for District Council 97, as appears *inter alia* from a copy of a document relating to the pension funds filed in support hereof as **Exhibit P-19**;
36. The Defendant Daniel Lévesque (hereinafter "**Lévesque**") was initially employed by Local Union 1135 as a Business Representative from July 1, 1995 to January 31, 1998 and then, from February 1, 1998 to April 21, 2006, he was employed as a Business Representative of District Council 97, as appears from a copy of a record of employment filed in support hereof as **Exhibit P-20**;

37. The Defendant Vitriers travailleurs du verre, local 1135 is an entity constituted pursuant to the *Professional Syndicates Act* on February 25, 1998, as appears from a copy of a Notice of Constitution filed in support hereof as **Exhibit P-21**;
38. The Defendant Fraternité Indépendante des Travailleurs Industriels is an entity constituted pursuant to the *Professional Syndicates Act* on May 29, 2006, as appears from a document originating with the Enterprise Registrar (CIDREQ), the Notice of Constitution and the Declaration of Registration, copies of which are filed *en liasse* in support hereof as **Exhibit P-22**;
39. The Syndicat des travailleurs unis du Québec (hereinafter the “**STUQ**”) is an entity constituted pursuant to the *Professional Syndicates Act* on February 13, 2004, as appears from the Initial Declaration and from a Notice of Constitution, copies of which are filed *en liasse* in support hereof as **Exhibit P-23**;
40. District Council 2006 of the Syndicat des travailleurs unis du Québec (S.T.U.Q.) is an entity constituted pursuant to the *Professional Syndicates Act* on May 4, 2006, as appears from a Notice of Constitution, a Declaration of Registration and a document originating with the Enterprise Registrar (CIDREQ), copies of which are filed *en liasse* in support hereof as **Exhibit P-24**;
41. The four union entities listed hereinabove were created and/or operated by certain of the aforementioned Defendants in contravention of the constitution of the International Union and/or of their duty of loyalty pursuant to Article 2088 C.C.Q.;

### **C) THIRD PARTIES**

42. The Third Party Comité de retraite et des avantages sociaux des Vitriers Travailleurs du verre – local 1135 (“**Comité de retraite**”) was created around 1997-1998 to administer the pension plan and health and life insurance benefits of the employees governed by a collective agreement signed by one of the Plaintiffs;
43. The Third Party Normand Terroux is the director of the Third Party Pension and Benefits Committee of the Vitriers Travailleurs du verre – local 1135, as appears from his business card, a copy of which is filed in support hereof as **Exhibit P-25**;
44. The Third Party Caisse d’économie Desjardins des Pompiers, des Cols bleus et des Cols blancs (hereinafter “**Caisse Desjardins**”) is a financial institution with which the Plaintiffs have certain bank accounts;
45. The Third Party Kathleen Farnham (hereinafter “**Farnham**”) was employed by District Council 97 as a secretary from September 14, 1998 to April 21, 2006, as appears from a copy of a record of employment filed in support hereof as **Exhibit P-26**;
46. The Third Party Brigitte Gagnon (hereinafter “**Gagnon**”) was employed by District Council 97 as an accounting clerk from September 16, 1996 to April 18, 2006, as appears from a copy of a record of employment filed in support hereof as **Exhibit P-27**;



47. The Third Party Isabelle Lemay (hereinafter "**Lemay**") is the spouse of the Defendant Bourassa and was employed by District Council 97 as an office manager from March 12, 1984 to April 21, 2006, as appears *inter alia* from a copy of a record of employment filed in support hereof as **Exhibit P-28**;

## II. SUMMARY

48. The Plaintiffs are hereby seeking a provisional, interlocutory and permanent injunction, safeguard order and a sequestration order putting an end to the various forms of harm being caused to them and their members as a result of the fraudulent schemes and other faults committed by the Defendants;
49. The Plaintiffs are also seeking compensatory and/or punitive damages from the Defendants as a result of the fraudulent schemes and other faults committed by the Defendants or in which they were complicit;
50. Between 1998 and 2006, certain of the Defendants deliberately contravened the provisions of the constitutions and bylaws of the International Union to which they were subject and flouted their duty of loyalty and confidentiality arising from Article 2088 C.C.Q.;
51. Between 1998 and 2004, certain of the Defendants, while serving as members, employees, representatives and/or officers of the International Union, created two union entities separate from the International Union and participated actively in the said entities;
52. The conduct of certain of the Defendants was deliberately designed to create confusion among the members of the International Union and its subordinate bodies so that the said members would switch their union allegiance to the new entities recently created;
53. Thus, not only did certain of the Defendants succeed in causing the International Union and its subordinate bodies to lose certifications, but, while they continued to serve as members, employees, representatives and/or officers of the said International Union or its subordinate bodies, they had the audacity to sign collective agreements on behalf of the newly created entities with employers which had until then had agreements with the International Union or its subordinate bodies;
54. Moreover, during the month of April 2006, certain of the Defendants carefully planned and carried out, or were accomplices in, a fraudulent scheme for the purpose of illegally appropriating members and income from payments of per capita taxes and dues belonging to the International Union;
55. Certain of the Defendants have also fraudulently obtained certifications from the Commission des relations du travail (hereinafter the "**CRT**") to the detriment of the validly certified subordinate bodies of the International Union;
56. By their conduct, the Defendants have demonstrated blatant disregard for the interests of the members they represented and for the trust placed in them by the said members;

### III. THE FACTS

**A) BREACH BY THE DEFENDANTS OF THEIR OBLIGATIONS FLOWING FROM THE CONSTITUTIONS AND THE BYLAWS ADOPTED THEREUNDER AND OF THEIR DUTIES OF LOYALTY AND CONFIDENTIALITY UNDER ARTICLE 2088 OF THE CIVIL CODE OF QUÉBEC**

**(a) The Relevant Provisions of the constitutions**

57. As previously mentioned, district councils and local unions may only be constituted by the issue of a charter;
58. Sections 71(a) and 118(a) of Constitution 1995-2000 P-3 provided that only the General Executive Board of the International Union may issue such a charter:

**Sec. 71. (a)** The G.E.B. [General Executive Board] may, in its sole and complete discretion, direct or authorize the issuance of charters for the establishment of subordinate bodies [...], when it deems such action to be in the best interest of the Brotherhood; and no charter shall be issued in the jurisdiction of this Brotherhood in the absence of such direction or authorization by the G.E.B.

**Sec. 118. (a)** [...] [Local Unions] must apply to the G.S.-T. [General Secretary-Treasurer] for a charter and pay a \$35.00 charter fee. If directed or authorized by the G.E.B., the G.S.T. shall forward a charter and initial supplies.

[Our emphasis.]

59. Sections 70(a) and 124(a) of Constitution 2000-2005 P-4 were to the same effect:

**Sec. 70. (a)** The G.E.B. [General Executive Board] may, in its sole and complete discretion, direct or authorize the issuance of charters for the establishment of subordinate bodies [...], when it deems such action to be in the best interest of the International Union; and no charter shall be issued in the jurisdiction of this International Union in the absence of such direction or authorization by the G.E.B.

**Sec. 124. (a)** Local Unions subordinate to this International Union may be organized in any part of the United States, its territories or Canada [...].

They must apply to the GS-T [General Secretary-Treasurer] for a charter and send a \$35.00 charter fee. If directed or authorized by the G.E.B., the GS-T shall forward a charter and initial supplies.

[Our emphasis.]

60. Sections 70(a) and 124(a) of Constitution 2005 P-5 are to the same effect:

**Sec. 70. (a)** The General Executive Board may, in its sole and complete discretion, direct or authorize the issuance of charters for the

establishment of subordinate bodies [...], when it deems such action to be in the best interest of the International Union; and no charter shall be issued in the jurisdiction of this International Union in the absence of such direction or authorization by the General Executive Board.

**Sec. 124.** (a) [...].Local Unions must apply to the General Secretary-Treasurer for a charter and pay a \$35.00 charter fee. If directed or authorized by the General Executive Board, the General Secretary Treasurer shall forward a charter and initial supplies.

[Our emphasis]

61. Section 184 of Constitution 1995-2000 P-3 prohibited the members from issuing such charters in their own name or in the name of a district council or local union;

**Sec. 184.** No Local Union, District Council or other subordinate body shall be permitted to issue charters, seals, blanks, or other documents, bearing the copyrighted seal of the Brotherhood. [...]

62. Section 189 of Constitution 2000-2005 P-4 was to the same effect:

**Sec. 189.** No District Council, Local Union or other subordinate body of any member shall be permitted to issue charters [...] without the approval of the General President.

63. Section 207 of Constitution 2005 P-5 is to the same effect:

**Sec. 207.** No District Council, or other subordinate body or any member shall be permitted to issue charters [...], without the approval of the General President.

64. Sections 118(d) and 190(b) of Constitution 1995-2000 P-3, Section 140(a) of Constitution 2000-2005 P-4 and Sections 142(a) and 198(a) of Constitution 2005 P-5 prohibited and continue to prohibit local unions and district councils from incorporating or assuming a legal status other than those provided by the said constitutions;

65. Furthermore, Section 88(a) of Constitution 1995-2000 P-3 prohibited any member from supporting or being associated with a labour organization other than the International Union:

No person shall be eligible to become or remain a member in this Brotherhood who is a member of or lends support to or is associated with any dual labor organization or other organization which undertakes to exercise duties and functions similar to those exercised by this Brotherhood or its subordinate bodies or which claims jurisdiction in whole or in part over matters which are within the jurisdiction of this Brotherhood, provided, however, that the General Executive Board may waive the foregoing provisions in exceptional cases.

66. Section 89(a) of Constitution 2000-2005 P-4 was to the same effect:



**Sec. 89. (a)** No person shall be eligible to become or remain a member in this International Union who is a member of or lends support to or is associated with any dual labor organization or other organization which undertakes to exercise duties and functions similar to those exercised by this International Union or its subordinate bodies or which claims jurisdiction in whole or in part over matters which are within the jurisdiction of this International Union, provided, however, that the General Executive Board may waive the foregoing provisions in exceptional cases.

67. Section 89(a) of Constitution 2005 P-5 is to the same effect:

**Sec. 89. (a)** No person shall be eligible to become or remain a member in this International Union who is a member of or lends support to or is associated with any dual labour organization or other organization which undertakes to exercise duties and functions similar to those exercised by this International Union or its subordinate bodies or which claims jurisdiction in whole or in part over matters which are within the jurisdiction of this International Union, provided, however, that the General Executive Board may waive the foregoing provisions in exceptional cases.

**(b) Creation of Unauthorized Union Entities and Active Participation Therein**

68. Between 1998 and 2006, without the knowledge and to the detriment of the Plaintiffs, several of the Defendants participated in the unauthorized creation of union entities separate from the International Union and/or participated actively in such entities while continuing to act as members, employees, representatives and/or officers of the International Union or of its subordinate bodies, as appears from the facts more fully set forth hereinafter;

**(i) Creation of Vitriers travailleurs du verre, local 1135**

69. On February 25, 1998, an entity known as "Vitriers travailleurs du verre, local 1135" was constituted *inter alia* by the Defendants Brandone and Lévesque pursuant to the *Professional Syndicates Act*, as appears from a copy of a Notice of Constitution P-21, and a copy of the 1998 Annual Declaration filed in support hereof as **Exhibit P-29**;
70. No charter was ever issued by the General Executive Board of the International Union for the creation of such an entity nor was the creation of Vitriers travailleurs du verre, local 1135 ever approved by the International Union;
71. Indeed, the International Union never understood Vitriers travailleurs du verre, local 1135 to be different from Local Union 1135;
72. The Defendant Brandone simply indicated to Armando Colafranceschi, then General Vice-President of the International Union, responsible for Canada that, considering changes in Quebec law in the construction industry, Vitriers travailleurs du verre, local

1135 would now also legally administer the pension funds of the members of the International Union, District Council 97 and its subordinate bodies;

73. The International Union was never informed that the said legal formality would have the effect of creating an independent union entity and it never authorized the creation of such an entity;
74. Moreover, neither Armando Colafranceschi nor any other individual could have authorized the creation of such an entity on their own authority, such a procedure being exclusively reserved by sections 71(a) and 118(a) of Constitution 1995-2000 P-3 to the General Executive Board of the International Union;
75. Although Vitriers travailleurs du verre, local 1135 is legally separate from the International Union, it is in fact a copy of Local Union 1135, deliberately designed to create confusion among the members of the International Union and its subordinate bodies as well as among the employers who are bound to the International Union and its subordinate bodies by certifications issued pursuant to the *Labour Code*;
76. Not only does the said legal entity bear a name that is almost identical to that of Local Union 1135, but, without the knowledge of the International Union, it carried on the same activities in parallel fashion, using the same offices and being directed by persons who were at the same time members, employees, representatives and/or officers of the International Union or its subordinate bodies;
77. When it was created, Vitriers travailleurs du verre, local 1135 was domiciled at 9393 Edison in Anjou, namely, the same address as the principal business office of District Council 97 and Local Union 1135, as appears from a copy of the 1998 Annual Declaration P-29;
78. When Vitriers travailleurs du verre, local 1135 was constituted, the name of the Defendant Brandone appeared in the 1998 Annual Declaration P-29;
79. Furthermore, certain of the Defendants served as directors of the new entity from the time of its creation until 2006:
  - a. Brandone: 1998, 1999, 2005 and 2006;
  - b. Bourassa: 2000, 2001, 2002, 2003, 2004 and 2006;
  - c. Campbell: 2003;
  - d. Lévesque: 1998;

the whole as appears from copies of the Annual Declarations for the years 1998 to 2006 filed *en liasse* in support hereof as **Exhibit P-30**;

80. Meanwhile the Defendant Boyer, at times in her capacity as a lawyer, signed the Annual Declarations of Vitriers travailleurs du verre, local 1135 for the years 2001 to 2006, as appears from exhibit P-30;

81. At the same time, for long periods between 1998 and 2006, the Defendants Brandone, Bourassa, Campbell and Boyer were members, employees, representatives and/or officers of the International Union or its subordinate bodies, as mentioned hereinabove;
82. By participating actively in the activities of Vitriers travailleurs du verre, local 1135 without the knowledge of the International Union or its subordinate bodies, of which they were still members, employees, representatives and/or officers, the Defendants Brandone, Bourassa, Campbell and Boyer breached Section 89(a) of the Constitution 2005 P-5 and flouted the obligations of loyalty and confidentiality required of them pursuant to Article 2088 C.C.Q;
83. Their conduct constituted serious faults which, had they been known to the International Union at the time, would have been grounds for their removal as officers and their immediate dismissal;

(ii) Creation of Syndicat des travailleurs unis du Québec (STUQ)

84. On February 13, 2004, an entity known as the "Syndicat des travailleurs unis du Québec" (STUQ) was constituted pursuant to the *Professional Syndicates Act*, as appears from the Initial Declaration and from a Notice of Constitution P-23;
85. No charter was issued by the General Executive Board of the International Union for the creation of STUQ nor was the constitution of STUQ ever approved by the International Union;
86. As is the case of Vitriers travailleurs du verre, local 1135, although STUQ is a legal entity separate from the International Union, it carried on the same activities in a parallel fashion, in part using the same offices and being directed by persons who were at the same time members, employees, representatives and/or officers of the International Union or its subordinate bodies;
87. STUQ's address is closely related to that of the domicile of the Defendant Bourassa and of the Third Party Lemay;
88. In fact, the mailing address of STUQ since October 2004 has been a post office box in Varennes and its head office since October 2005 has been 257 Perrault in Varennes, which is exactly the same address as the residence of the Defendant Bourassa and the Third Party Lemay, as appears from the Index of Immovables for the Office of the Registration Division of Verchères, the Deed of Sale dated May 30, 1997 between Jean-Jacques Bérubé, party of the first part, and the Defendant Bourassa and the Third Party Lemay, parties of the second part, an Amending Declaration dated October 7, 2004 and the Annual Declaration for 2005, copies of which are filed *en liasse* in support hereof as **Exhibit P-31**;
89. The Defendant Bourassa signed the Annual Declarations for 2005 and 2006, and is even identified in the Annual Declaration for 2006 as a director of STUQ, the whole as appears from the Annual Declaration for 2005 P-31 and from a copy of the Annual Declaration for 2006 filed in support hereof as **Exhibit P-32**;

90. In addition, since STUQ was created, the Defendants remained members, employees, representatives and/or officers of the District Council of the International Union or its subordinate bodies, and were well known to members;
91. Without the knowledge of the District Council 97 of the International Union or its subordinate bodies, somehow during that period, enough members switched allegiance to cause the International Union to lose its certification for a number of businesses;
92. For example, as a result of certain of the Defendants' behaviour, on November 17, 2004, Local Union 1135, which was certified to represent the employees of Walker Glass Co. Limited, lost its certification which had been in force since June 1, 1968, and STUQ was certified in its place, as appears from a copy of the certification file AM - 1000 - 9498 filed in the record as **Exhibit P-33**;
93. Similarly, on October 26, 2004 Local Union 1135, which was certified to represent the employees of Pomatek inc., lost its certification which had been in force since November 15, 1995 and STUQ was certified in its place, as appears from a copy of the certification file AM - 1002 - 5657 filed in the record as **Exhibit P-34**;
94. In the same manner, on November 8, 2004, Local Union 1135, which had been certified to represent the employees of Solariums Zytco Ltée. since March 10, 1989, lost its certification, and the STUQ was certified in its place, as appears from copies of the certification file AM-1001-8262 and the certificate of filing DM-2004-8712, filed *en liasse* in the record as **Exhibit P-35**;
95. Also without the knowledge of the International Union, the following Defendants, while they remained members, employees, representatives and/or officers of the International Union or its subordinate bodies, even signed new collective agreements on behalf of STUQ with employers who had until then had agreements and certifications with the International Union or its subordinate bodies, as appears from copies of collective agreements filed *en liasse* in support hereof as **Exhibit P-36**;

<b>Date of Signature</b>	<b>Parties to the Collective Agreement</b>	<b>Signatory(ies) of the Collective Agreement</b>
02/02/2006	STUQ and Verval ltée.	Christian Campbell Claude Langlais
22/09/2005	STUQ and Armoires de Cuisine Bernier inc.	Daniel Lévesque
20/12/2005	STUQ and Services Matrec inc. Division Québec	Daniel Lévesque
5/10/2005	STUQ and Services Matrec inc. Division Québec, Transport Garage	Daniel Lévesque

Date of Signature	Parties to the Collective Agreement	Signatory(ies) of the Collective Agreement
19/11/2004	STUQ and Municipality of Verchères – blue collars	Christian Campbell
19/11/2004	STUQ and Municipality of Verchères – white collars	Christian Campbell

96. It appears that, without the knowledge of the International Union, since STUQ was created, the Defendants were running its operations, at least in part, from the offices of District Council 97;
97. In fact, cheques representing dues sent to the STUQ and documents relating to such dues contained in a computer file were found among the very few documents left by some of the Defendants in the offices of District Council 97 following the events of April 21, 2006 which are more fully related hereinafter, as appears from copies of the said cheques and documents filed *en liasse* in support hereof as **Exhibit P-37**;
98. By participating actively in the operations of STUQ, a rival union entity, without the knowledge of the International Union of which they were still members, employees, representatives and/or officers, the Defendants breached *inter alia* section 89(a) of the Constitution and flouted the obligations of loyalty and confidentiality required of them pursuant to Article 2088 C.C.Q;
99. Their conduct constituted serious faults which, had they been known to the International Union at the time, would have been grounds for their removal as officers and their immediate dismissal;

**(c) Improper Management of the Finances of District Council 97**

100. During 2006, the Defendants Brandone and Bourassa, both then officers of District Council 97, failed to ensure that District Council 97 sent to the International Union the per capita taxes which includes a debt benefit fund which allows the members to be insured;
101. As at April 10, 2006, District Council 97 was in arrears in excess of three months per capita, with the risk of members being disqualified from membership and therefore from the benefits provided in the constitution and the District Council 97 and Local Unions bylaws;
102. In response to this situation and other circumstances, on April 28, 2006, James A. Williams, General President of the International Union, authorized Robert Kucheran, General Vice-President, to immediately remove the financial officers of District Council 97 and to take financial control himself of the affairs of District Council 97, as appears from a copy of a letter communicated in support hereof as **Exhibit P-38**;



103. At that time, the International Union was still unaware of all the events that are described in this proceeding and which were only discovered gradually up until the last few days;

**(d) Disaffiliation of Local Union 349A in violation of the Constitution**

104. On April 19, 2006, the Defendant Campbell sent the Defendant Brandone a letter asking him to disaffiliate Local Union 349A from the International Union, as appears from a copy of the said letter filed in support hereof as **Exhibit P-39**;
105. On April 21, 2006, the Defendant Brandone, acting without authority and with the knowledge that he would resign in the following days from District Council 97, purported to grant the Defendant Campbell's request, as appears from a copy of a letter filed in support hereof as **Exhibit P-40**;

**B) FRAUDULENT OPERATIONS TO APPROPRIATE MEMBERS AND DUES BELONGING TO THE INTERNATIONAL UNION**

**(a) Misrepresentation and unlawful removal of property belonging to the International Union**

**(i) The Scheme relating to the Move on April 21, 2006**

106. During April 2006, certain of the Defendants carefully planned and carried out a fraud or were accomplices in a fraudulent scheme for the purpose of illegally appropriating members and income from payments of per capita taxes and dues belonging to the International Union, just before the start of the May 2006 raiding period in the construction industry, some of whose workers are represented by the International Union or its subordinate bodies;
107. In the week preceding April 21, 2006, certain of the Defendants sent a Notice of Change of Address to all the employers who had collective agreements with Local Unions 349A or 1135, notifying them that District Council 97, with which the said local unions are affiliated, would be moving to 6000 Metropolitan Blvd. East, Suite 306 in St-Léonard on April 21, 2006, as appears from a copy of the said document sent *inter alia* to a certain Yvon Barrette on April 7, 2006 or thereabouts and the accompanying envelope, copies of which are filed *en liasse* in support hereof as **Exhibit P-41**;
108. Notice P-41 mentioned that notwithstanding the change of address, the telephone and fax numbers of District Council 97 would remain the same;
109. The notice and the envelope P-41 both bore *inter alia* the seals of the International Union and District Council 97 and referred to local unions 135, 349A, 1135, 1515 and 1929;
110. On April 7, 2006, certain of the Defendants also sent a notice of change of address of a business to the Société de l'assurance automobile du Québec (Quebec automobile insurance corporation) informing it that the entity known as the "Fraternité intren. (sic.) peintres métiers conn. Local 349" would be moving that same day to [REDACTED]

[REDACTED] as appears from a copy of the said notice filed in support hereof as **Exhibit P-42**;

111. However, contrary to the information conveyed in the said Notices, District Council 97 and its affiliates never moved;
112. Instead, on the instructions of the Defendant Brandone, virtually all the property in the offices of District Council 97 and its affiliates was unlawfully moved to [REDACTED]
113. On Thursday, April 20 and Friday, April 21, 2006, the Defendant Brandone, an officer of District Council 97, terminated the employment of the Defendants Bourassa, Boyer, Campbell and Lévesque and the employment of the Third Parties Lemay, Farnham and Gagnon on the pretext of lack of work in the district, and left only Roger Pélichet and Robert Cordileone at District Council 97, as appears from copies of the records of employment of the Defendants P-16, P-17, P-18, P-20, P-26, P-27 and P-28;
114. The Plaintiffs have grounds for believing that the Defendant Brandone, who was still an officer of District Council 97, rehired the Defendants Bourassa, Boyer, Campbell and Lévesque, and the Third Parties Lemay, Farnham and Gagnon, but this time in a new entity which would subsequently become the "Conseil de district du Syndicat des travailleurs Unis du Québec (S.T.U.Q.) 2006" (hereinafter the "**STUQ District Council 2006**");
115. In the meantime, on April 21, 2006 or thereabouts, certain of the Defendants virtually emptied the offices of District Council 97 at [REDACTED]
116. On April 27, 2006, the Defendant Brandone resigned as Business Manager/Secretary-Treasurer of District Council 97, as appears from a copy of the resignation letter filed in support hereof as **Exhibit P-43**;
117. On May 4, 2006, the Defendants Brandone and Boyer became directors of the STUQ District Council 2006 which was constituted the same day pursuant to the *Professional Syndicates Act*, as appears from a Notice of Constitution, a Declaration of Registration and a document originating with the Enterprise Registrar (CIDREQ) P-24;
118. The STUQ District Council 2006 is domiciled at 6000 Metropolitan Blvd. East in Saint-Léonard, namely, the same address as the address mentioned in the Notice sent by the Defendants to the employers and to the SAAQ during the week preceding April 21, 2006, as appears from the Declaration of Registration and the document originating with the Enterprise Registrar (CIDREQ) P-24;
119. Furthermore, on May 15, 2006 or thereabouts, the same address also became the new domicile of Vitriers travailleurs du verre, local 1135, as appears from a copy of the Amending Declaration prepared by the Defendant Boyer and filed in support hereof as **Exhibit P-44**;

120. It was not until April 28, 2006 or thereabouts that Robert Kucheran arrived at the offices of District Council 97 at 9393 Edison in Anjou and discovered that they had been virtually emptied of their contents;
121. Certain Defendants had unlawfully taken possession of several funds, assets and property of the International Union, as appears from copies of the report of the bailiff Claude Girard dated May 8, 2006, photographs taken by the latter and two approximate lists of the equipment that disappeared filed *en liasse* in support hereof as **Exhibit P-45**;
122. The appropriation by certain Defendants of funds, assets or property of District Council 97 and its affiliated local unions constitutes a breach of Sections 142(a) (c) 143(a), 198 (a) (c) and 199 (a) of Constitution 2005, P-5 which provide that:

“Sec. 142. (a) [...] Local Union funds, assets or property derived from any source shall be held in the name of the Local Union and shall not be transferred or conveyed to any other person, body, committee, entity or organization, whether incorporated or unincorporated, except as otherwise permitted in this Constitution. [...]

(c) The funds and property of a Local Union shall be used for such purposes only as are specified in this Constitution and the Local Union’s bylaws and as may be required to properly transact its business, including payment of salaries and benefits, which may include group insurance, capitation tax, administrative processing fees, reinstatements, and clearance cards, for printing, rent, purchasing of supplies or for the payment of legally authorized bills. No member shall possess any right, title or interest (actual or beneficial) in the funds, property, assets, entitlements or expectancies of a Local Union.

Sec. 143. (a) The funds or property of the Local Union shall not be divided among the members, individually, but shall remain the funds and property of the Local Union, for its legitimate purposes, while twenty-five (25) members remain therein [...]

Sec. 198. (a) [...] District Council funds, assets or property derived from any source shall be held in the name of the District Council and shall not be transferred or conveyed to any other person, body, committee, entity or organization, whether incorporated or unincorporated, except as otherwise permitted in this Constitution [...]

(c) The funds and property of a District Council shall be used for such purposes only as are specified in this Constitution and the District Council’s bylaws and as may be required to transact its business. No member shall possess any right, title or interest (actual or beneficial) in the funds, property, assets, entitlements or expectancies of a District Council.

123. The property unlawfully removed includes confidential files relating to the members, certifications and collective agreements belonging, to District Council 97 and its affiliated local unions, as appears, amongst other things from a copy of a list of



certifications constituted of information from the Labour Ministry filed in support hereof as **Exhibit P-46**;

(ii) The Imposition of a Special Trusteeship

124. Although District Council 97 was unlawfully deprived of its property and was left with only two employees, it was never dissolved and its head office continued to be located at [REDACTED] after April 21, 2006;
125. Since April 21, 2006, the employers and the Quebec members of the International Union, relying on the misrepresentations contained in the notices sent by certain of the Defendants, believed that in communicating with the Defendants at [REDACTED], they were still communicating with their representatives at District Council 97 and its affiliated local unions;
126. In addition, certain Defendants had got Bell Canada and Canada Post to transfer the telephone numbers and to change the mailing address of District Council 97 so that the calls and correspondence directed to District Council 97 would go directly to [REDACTED];
127. Consequently, on May 8, 2006, in order to remedy the situation at District Council 97, James A. Williams ordered District Council 97 to be placed in a special trusteeship, appointed Robert Kucheran as special trustee and ordered him to take immediate charge and control of District Council 97, as appears from a copy of a letter addressed to him, which is filed in support hereof as **Exhibit P-47**;
128. On the same day, James A. Williams and Robert Kucheran took a series of steps to notify the officers of District Council 97 of the special trusteeship and to correct the address of its head office:
  - (a) by sending a letter to the officers and members of District Council 97 advising them of the special trusteeship, as appears from a copy of the said letter filed in support hereof as **Exhibit P-48**;
  - (b) by sending letters to Bell Canada and Canada Post to ensure *inter alia* that the telephone numbers belonging to District Council 97 would be reconnected and to have correspondence for District Council 97 directed to [REDACTED] instead of [REDACTED], the whole as appears from copies of the said letters filed *en liasse* in support hereof as **Exhibit P-49**;
129. Notwithstanding these measures, a number of employers nevertheless sent and continue to send their cheques for dues for District Council 97 and its affiliated local unions to [REDACTED] as appears *inter alia* from copies of cheques sent to Local Union 1135 by Industries Cover inc. on April 30 and June 10, 2006, filed *en liasse* in support hereof as **Exhibit P-50**;
130. Moreover, taking advantage of the misunderstanding they had deliberately created, certain Defendants sent several letters to employers who are bound by collective

agreements with Local Unions 349A and 1135 of the International Union, informing them incorrectly that a new entity separate from the International Union was in future certified to represent their employees;

131. To that end, for example, on May 12, 2006, the Defendant Bourassa sent a letter to Miroirs St-Antoine informing it that a new union grouping known as District Council 2006, including STUQ 2004, STUQ 911 and STIUQ, had been created following an administrative reorganization and informing the said business incorrectly that Local Unions 135 and 1135 were henceforth part of the said new union grouping, the whole as appears from a copy of the said letter filed in support hereof as **Exhibit P-51**;

**(b) Misrepresentations in Applications pursuant to Section 39 of the Labour Code**

132. Since May 2006, without the knowledge of the International Union, the Defendants Vitriers travailleurs du verre, local 1135 and Fraternité Indépendante des Travailleurs Industriels have been fraudulently obtaining certifications from the CRT to the detriment of validly certified associations of workers, namely, Local Unions 1135 and 349A, as appears from a partial list filed in support hereof as **Exhibit P-52**;
133. Between May 31, and June 6, 2006, the Defendants Brandone, Bourassa and Lévesque filed ten (10) applications pursuant to Section 39 of the *Labour Code*, falsely claiming to act for and on behalf of Local Union 1135, whose full name in French is "Vitriers Travailleurs du verre, local 1135, of the Fraternité des peintres et métiers connexes (SIPMC)";
134. By these applications made on behalf of the Defendant Vitriers Travailleurs du verre, local 1135, the Defendants Brandone, Bourassa and Lévesque applied for a change of name and a change of address, as appears from copies of the said applications filed *en liasse* in support hereof as **Exhibit P-53**;
135. The relevant allegations that are found in all the foregoing applications are as follows:

[Translation]

Recently the Union changed its name:

Glaziers and Glass Workers Local Union 1135 of the International Union of Painters and Allied Trades (IUPAT), has become Vitriers travailleurs du verre local 1135;

In addition, the representative association has moved to

This application for a change of name and address does not have the effect of amending in any way the scope of the accreditation certificate or of the collective agreement and does not affect the rights of third parties;

The applicants, parties of the first part, and the employer, party of the second part, acknowledge that the changes requested arise from Section 39 of the Labour Code and that the accreditation certificate should be amended;

[Our emphasis]

136. However, the real purpose of the said applications for a change of name and address are in fact i) to illegally substitute an entity created in 1998 by the Defendants, namely Vitriers travailleurs du verre, local 1135, for Local Union 1135 which was validly certified, and ii) to divert funds owed to the International Union and its subordinate bodies for the benefit of Vitriers travailleurs du verre, local 1135;
137. Moreover, the employers' consent was obtained by misrepresentation, since the latter believed they were merely consenting to a simple change of address and change of name, as appears from a copy of a letter dated September 6, 2006 addressed to CRT, filed in support hereof as **Exhibit P-54**;
138. Between June 13 and 16, 2006, ten (10) decisions were handed down by the CRT granting the aforementioned applications, as appears from copies of the said decisions filed *en liasse* in support hereof as **Exhibit P-55**;
139. It was not until the beginning of August that the Plaintiffs learned that the Defendants had been fraudulently obtaining certifications from the CRT;
140. Applications for the review of the said decisions were made by one of the attorneys of the International Union, Mtre André Dumais between August 14 and August 17, 2006, as appears from a copy of the said applications for review communicated *en liasse* and filed in support hereof as **Exhibit P-56**;
141. In addition, on May 29, 2006, without the knowledge of the International Union, an entity known as the "Fraternité Indépendante des Travailleurs Industriels" was constituted pursuant to the *Professional Syndicates Act*, as appears from a document originating with the Enterprise Registrar (CIDREQ), the Notice of Constitution and the Declaration of Registration P-22;
142. According to the said documents P-22, the Defendants Campbell and Brandone are directors of the new entity, which is domiciled at 6000 Metropolitan Blvd. East in St-Léonard;
143. The Defendants deliberately chose to keep the initialism "F.I.T.I." in order to create confusion between Local Union 349A, which is known in French as the "Fraternité internationale des travailleurs industriels. Local 349A" (F.I.T.I.) and the new entity Fraternité Indépendante des Travailleurs Industriels (F.I.T.I.);
144. Between May 30 and July 11, 2006, the Defendant Campbell filed six (6) applications pursuant to Section 39 of the *Labour Code*, claiming falsely to act for and on behalf of Local Union 349A, as appears from copies of the said applications filed *en liasse* in support hereof as **Exhibit P-57**;

145. By these applications made on behalf of the Defendant Fraternité Indépendante des Travailleurs Industriels, the Defendants requested a change of name and address;
146. The relevant allegations worded in similar or identical terms in all the aforementioned applications are as follows:

[Translation]

Recently the Union changed its name:

La Fraternité internationale des travailleurs industriels has become la Fraternité Indépendante des Travailleurs Industriels (FITI);

The administrator of the representative association has also moved to  
[REDACTED]

This application for a change of name and address does not have the effect of amending in any way the scope of the accreditation certificate or of the collective agreement and does not affect the rights of third parties;

The applicants, parties of the first part, and the employer, party of the second part, acknowledge that the changes requested arise from Section 39 of the Labour Code and that the accreditation certificate should be amended;

[Our emphasis]

147. On June 21 and on July 11, 2006, six (6) decisions were handed down by the CRT granting the aforementioned applications, as appears from copies of the said decisions filed *en liasse* in support hereof as **Exhibit P-58**;
148. Applications for the review of these six (6) decisions were also made by Mtre André Dumais on August 17 and August 18, 2006, as appears from a copy of the said applications for review filed *en liasse* in support hereof as **Exhibit P-59**;
149. Moreover, the Defendants also sent several letters to employers who until then had collective agreements with Local Unions 1135 and 349A, incorrectly informing them that a new entity separate from the International Union was henceforth certified to represent their employees, as appears *inter alia* from a copy of a letter sent on May 29, 2006 by the Defendant Campbell to CBS Affichage and filed in support hereof as **Exhibit P-60**;
150. The Plaintiffs suspect that the Defendants have fraudulently obtained more certifications from the CRT through section 39 applications and to the detriment of validly certified associations of workers;

(c) **Misappropriation of the Bank Accounts of District Council 97**

151. By fraudulent means, the Defendants took steps to appropriate for themselves two bank accounts belonging to District Council 97, namely the accounts with Caisse Desjardins

bearing the numbers 815-92001-009264 (hereinafter "9264") and 815-92001-009261 (hereinafter "9261");

152. As far back as March 2005, the Defendants changed the name of account 9264 which had until then been known as "DC In Trust", changing it to "Synd Trav. Uni.", as appears from copies of the statements of transactions for the years 2005 and 2006 communicated *en liasse* in support hereof as **Exhibit P-61**;
153. Subsequently, on April 3, 2006 or thereabouts, the Defendants again changed the name of account 9264 to "S.T.U.Q.2", as appears from the statements of transactions P-61;
154. Moreover on July 20, 2006, the address indicated on the statements of transactions P-61 was S.T.U.Q.'s mailing address;
155. Account 9261, which had been identified since January 2006 as "Vitriers travailleurs du verre Local 1135" indicates an address at [REDACTED] namely the same address as District Council STUQ 2006, as appears from copies of the statements of transactions for the years 2005 and 2006 communicated in support hereof as **Exhibit P-62**;
156. As of May 25, 2006, the International Union requested Caisse Desjardins on several occasions to freeze accounts 9264 and 9261, as appears from copies of letters sent by counsel for the International Union and filed in support hereof as **Exhibit P-63**;
157. It was not until August 3, 2006 that Caisse Desjardins agreed to freeze accounts 9264 and 9261 and to make any transaction subject to the authorization of the International Union and Vitriers travailleurs du verre, local 1135, as appears from a copy of a letter filed in support hereof as **Exhibit P-64**;
158. Between July 1 and July 20, 2006, withdrawals totalling \$768,227.24 were made from account 9264 and withdrawals totalling \$1,097,907.32 were made from account 9261, as appears from the statements of transactions P-61 and P-62;

**(d) Pension and Benefit Plans of the Plaintiffs**

159. Local Union 1135 and Local Union 349A have signed several collective agreements with employers over the years in which the parties have agreed to provide pension, health and welfare insurance benefits to the employees;
160. The employers bound by these collective agreements must make contributions to the Pension Plan and pay premiums for health and welfare insurance benefits;
161. A new Pension Plan was established on July 1, 1997 for the benefit of the employees covered by collective agreements with Local Union 1135 and/or District Council. 97, as appears from a copy of the Pension Plan filed in support hereof as **Exhibit P-65**;
162. Pursuant to section 11.1 of the said Plan, the Pension Committee is responsible for all aspects of the plan and the pension fund and acts as trustee;



163. The Pension Committee consists of eight (8) persons with voting rights, namely seven (7) persons appointed by Local Union 1135 and/or District Council 97 and one (1) person appointed by the seven (7) others;
164. Thus, the Third Party Comité de retraite was established at the time to administer the Plan and the pension funds;
165. In 2005, the members of the Comité de retraite included the Defendants Brandone and Bourassa, as appears from the annual report to the Quebec Pension Board, a copy of which is filed in support hereof as **Exhibit P-66**;
166. Notwithstanding several requests made by Robert Kucheran since May 30<sup>th</sup>, 2006 to Third Party N. Therroux, to obtain copies of trust agreements, plan texts and previous meeting minutes of the Comité de retraite, these documents were provided by N. Therroux;
167. Pursuant to the Pension Plan, P-65, District Council 97 has the right to remove any member of the Pension Committee and to appoint new members;
168. Accordingly, Robert Kucheran, acting as special trustee of District Council 97, sent letters to Eddy Brandone, Tony Fiore, Yves Bourassa, Joan Arruda, Raynal Duchèsne, Jean Joly, Hasmuckh Patel and Luigi Quattrochi advising them of their removal as members of the Comité de retraite, to cease and desist from taking any actions in connection with the plan, to render an account of their administration and to return all documents, files which they have or that are under their control to the new president of the Comité de retraite, namely Robert Kucheran, the whole as appears from copies of letters filed en liasse as **Exhibit P-67**;

**C) DAMAGES**

**(a) Compensatory Damages**

169. The fraudulent schemes and other faults of the Defendants have caused substantial harm to the Plaintiffs who are therefore entitled to date to claim the following damages:
  - a. Damages for loss of income from per capita taxes and dues; \$1,162,720.00
  - b. Damages for salaries paid, employment benefits and perks awarded to the Defendants Bourassa, Boyer, Brandone, Campbell, Langlais and Lévesque while they were in fact working for entities separate from the International Union and its subordinate bodies \$593,226.68
  - c. Expenses resulting from the events of April 21, 2006 \$101,895.81

d. Fees and expenses of lawyers and experts

to come

TOTAL

\$1,857,842.49

170. The Plaintiffs reserve their rights to amend these proceedings to modify the heads and/or quantum of damages claimed;

**(b) Punitive Damages**

171. It appears from the foregoing that since at least 2004, the Defendants Bourassa, Brandone and Campbell have been carefully planning and carrying out a fraudulent scheme for the purpose of illegally appropriating for themselves members, income from payments of per capita taxes and dues, and bank accounts belonging to the International Union;
172. The aforementioned Defendants benefited from the complicity of the Defendant Boyer, a lawyer, who in so acting breached the most elementary obligations of honour, dignity and integrity imposed on her by the *Code of Ethics of Advocates*, R.S.Q., c. B-1, r.1;
173. By illegally taking possession of or participating in the illegal taking possession of District Council 97's property, the Defendants Bourassa, Boyer, Brandone and Campbell wilfully encroached on the latter's right to the peaceful enjoyment and free disposition of its property;
174. In addition, by usurping or participating in usurping the identity of the Plaintiffs, the Defendants Bourassa, Boyer, Brandone and Campbell harmed their reputation intentionally and in bad faith;
175. In view of the foregoing, the Plaintiffs are justified in claiming from each of the Defendants Bourassa, Boyer, Brandone and Campbell punitive damages in the amount of \$100,000;
176. The Plaintiffs reserve their rights to amend these proceedings to add Defendants and/or modify the quantum of damages claimed;

**IV. THE INJUNCTION, THE SEQUESTRATION AND SAFEGUARD ORDER**

**A) URGENCY**

177. The Plaintiffs respectfully submit that the urgency of issuing a provisional injunction is immediate and clear, as each passing day causes them not only substantial financial losses, but also an irreparable loss of membership;
178. Indeed, between January 1, 2004 and August 8, 2006, the number of members still remitting their union dues to Local Union 1135 dropped from 2450 to 169, as appears

*inter alia* from copies of tables relating to the number of paying members of Local Union 1135 filed *en liasse* in support hereof as **Exhibit P-68**;

179. During the same period, the number of members for which Local Union 349A is still receiving dues dropped from 812 to 110, as appears from Exhibit P-68;
180. Since they became aware of the events related hereinabove, the Plaintiffs have taken all possible steps to contain the situation and mitigate their damages;
181. As of May 9, 2006, a complaint was filed with the police, as appears from a copy of a document entitled memorandum filed in support hereof as **Exhibit P-69**;
182. The following day, namely on May 10, 2006, Robert Kucheran removed the Defendants Bourassa, Campbell, Langlais and Lévesque from their positions as officers of District Council 97;
183. On May 23, 2006, Robert Kucheran sent a letter to employers to inform them that District Council 97 had been placed in trusteeship, as appears from a copy of such a letter sent to Inox-Tech and filed in support hereof as **Exhibit P-70**;
184. The Defendants Bourassa and Brandone responded by sending letters to several members of the International Union asking them to disregard Robert Kucheran's letter and informing them incorrectly that they were not related to the International Union, as appears from a copy of such a letter filed in support hereof as **Exhibit P-71**;
185. As of June 20, 2006, other letters were sent to several employers by Mtre André Dumais, giving them the correct address of District Council 97 and Local Unions 1135 and 349A, advising them that they continue to be certified with the latter bodies, and also informing them that the Defendants Bourassa, Brandone, Campbell and Lévesque are no longer representatives of District Council 97 and Local Unions 1135 and 349A, as appears from copies of the said letters filed *en liasse* in support hereof as **Exhibit P-72**;
186. In response, several employers chose to put monies in a trust account while waiting for the dispute between the Plaintiffs and the Defendants to be resolved;
187. On September 1, 2006, the Plaintiffs learned that at least one of the employers who had chosen to put monies in a trust account were threatened by certain of the Defendants and forced to make payments for dues to the latter, as appears from an affidavit filed in support hereof as **Exhibit P-73**;
188. The Defendants' recent attempts to undermine the Plaintiffs's efforts to contain the situation have rendered even more urgent the issuing of a provisional injunction;
189. The Plaintiffs were not able to gather all the facts necessary for the taking of this action until today due to the complexity of the fraudulent schemes of which they are the victims and the illegal appropriation of all the relevant information by certain of the Defendants;



**B) THE CLEAR RIGHT TO AN INJUNCTION AND SEQUESTRATION**

190. The Plaintiffs have a clear right to challenge the illegal and fraudulent appropriation of funds, assets and property belonging to the International Union and its subordinated bodies which occurred on or before April 21, 2006;
191. Consequently, the Plaintiffs have a clear right to demand that all funds, assets and property belonging to them be restored to them immediately, including files, documents, and all copies of such files and documents relating to the members, certifications and collective agreements held by the International Union and its subordinated bodies, as appears *inter alia* from exhibit P-46;
192. Moreover, the Plaintiffs have a clear right to demand that all payments made to the Defendants union associations by the businesses *inter alia* listed in P-46 as union dues, pension fund and group insurance plan contributions or for any other purposes be sent to the Plaintiffs;
193. The Plaintiffs have a clear right to challenge the legality of the certifications obtained by the Defendant union associations by way of decisions of the CRT pursuant to section 39 of the *Labour Code* and regarding, amongst others, the employers mentioned in the list P-52;
194. Consequently the Plaintiffs have a clear right to demand that all funds, assets and property relating to the certifications obtained by the Defendant union associations by way of decisions of the CRT pursuant to section 39 of the *Labour Code* and all payments made to the Defendant union associations by businesses to which such certifications pertain, as union dues, pension fund and group insurance plan contributions or for any other purposes, be paid into a fund administered by a sequestrator appointed by this Court;
195. The Plaintiffs have a clear right to challenge the payments that businesses listed in P-52 for which they still have certifications have made and continue to make based on misrepresentations by the Defendants to any of the Defendant union associations;
196. Consequently, the Plaintiffs have a clear right to demand that all payments made by businesses P-52 that are victims of the said misrepresentations, as dues, pension fund contributions or for any other purpose, be paid into a fund administered by a sequestrator appointed by this Court;
197. The appointment of the said sequestrator is necessary in order to safeguard the rights of the Plaintiffs until final judgment intervenes, in view of the fact that both the Plaintiffs and the Defendants are continuing to carry on their operations;
198. In addition, the Plaintiffs have a clear right to demand that the Defendants immediately cease and desist from usurping the Plaintiffs' identity;

**C) IRREPARABLE HARM**

199. Unless a provisional interlocutory injunction, an interlocutory injunction and a sequestration order are issued, the Plaintiffs will suffer serious and irreparable harm in that:
- The Defendants will continue to illegally receive payments for dues, pension fund contributions and for other purposes from employers who have sent them to the Defendants in the mistaken belief that they are sending them to the International Union and its subordinate bodies or to new separate entities created by or with the authorization of the International Union;
  - Without the documents that were unlawfully removed from the offices of District Council 97, the Plaintiffs will be unable to represent adequately all their members and to warn them against the fraudulent representations of which they are now the victims;
  - Moreover, following the unlawful removal of the documents belonging to the International Union, the Defendants have valuable confidential information on the members of the International Union and its subordinate bodies and the employers which have agreements with the International Union and its subordinate bodies and can be expected to take undue advantage of the International Union during future raiding periods;
  - Without the documents that were unlawfully removed from the offices of District Council 97, the Plaintiffs will be unable to prevent a mass exodus of their members to the Defendant associations;

**D) THE BALANCE OF HARDSHIP**

200. The Plaintiffs respectfully submit that in view of the facts of this matter and particularly seeing the conduct of the Defendants, the balance of hardship should not be considered by this Court;
201. In any event, the balance of hardship operates in favour of the grant of the injunctions sought;
202. In fact, unless the injunctions sought are granted the Plaintiffs will sustain substantial financial losses, whereas the Defendant associations will continue to be unjustly enriched at their expense;
203. On the other hand, if the injunctions are issued, the Defendant associations will not sustain any losses, since they have no right to the amounts they are currently receiving due to their misrepresentations and fraudulent schemes;
204. In addition the appointment of a sequestrator by the Court will permit the protection of the rights of the employees, who will continue to receive the amounts they are owed by their certified associations;

205. These motions for a provisional interlocutory injunction and an interlocutory injunction and the motion to institute proceedings for a permanent injunction and seeking compensatory and punitive damages are well founded in fact and in law;

**FOR THESE REASONS MAY IT PLEASE THE COURT:**

**TO GRANT** a provisional injunction and safeguard order to avail until final judgment:

**ORDERING** the Defendants to restore to the Plaintiffs within 48 hours at [REDACTED] all the funds, assets or property belonging to it, including files, documents and all existing copies of such files and documents, on any medium whatsoever, relating to the members or certifications held by the International Union of Painters and Allied Trades and its subordinate bodies, District Council 97, Industrial Workers, Local Union 349A and Glaziers and Glass Workers, Local Union 1135, and listed in exhibit P-46, including but not limited to certification files, collective agreements, grievance and other claims and insurance and pension fund files;

**ORDERING** all employers that are listed in exhibit P-46 and that are aware of the order to make their payments in respect of union dues, group insurance plan contributions or for any other purposes other than the pension plan contributions directly to the order of the International Union of Painters and Allied Trades – Glaziers and Glass Workers, Local Union 1135 or the International Union of Painters and Allied Trades – Industrial Workers, Local Union 349A, pursuant to their respective collective agreement and/or certification, and send those payments to [REDACTED]

**ORDERING** all employers that are listed in exhibit P-46 and that are aware of the order to deposit all payments normally made in respect of the pension plan with the interim sequestrator appointed by the Court in the present file;

**APPOINTING** Dev Coossa, CIRP, syndic, of the firm Villeneuve Venne Coossa, as an interim sequestrator until final judgment and **FIXING** his compensation;

**ORDERING** that the Caisse Desjardins accounts bearing the numbers 815-92001-009264 and 815-92001-009261 be placed in sequestration;

**GRANTING** the interim sequestrator full access to the Caisse Desjardins accounts bearing the numbers 815-92001-009264 and 815-92001-009261 and the documents related to or in any way associated with the said accounts;

**ORDERING** the Defendants to deposit with the interim sequestrator, so that the latter can hold them as custodian, all the funds, assets or property relating to the all certifications obtained by the Defendant union associations by way of decisions of the CRT pursuant to section 39 of the *Labour Code*, including amongst others, but not limited to, the certifications in the files listed in exhibit P-52, including files, documents and all existing copies of such files and documents, including but not limited to certification files, collective agreements, grievances and other claims and insurance and pension fund files;

**ORDERING** all the employers that are listed in exhibit P-52 and that are aware of this order to deposit all payments normally made in respect of union dues, pension or group insurance plan contributions or for any other purpose with the interim sequestrator;

**AUTHORIZING** the interim sequestrator to pay to the members of the International Union of Painters and Allied Trades and its subordinate bodies namely Industrial Workers, Local Union 349A and Glaziers and Glass Workers, Local Union 1135, to the members of the Vitriers travailleurs du verre, local 1135, to the members of STUQ, to the members of STUQ District Council 2006 and to the members of the Fraternité Indépendante des Travailleurs Industriels sums that must be paid to them pursuant to applicable collective agreements and by law;

**AUTHORIZING** the interim sequestrator to pay the necessary sums to the administrators of the pension and the group insurance plans;

**AUTHORIZING** the interim sequestrator to have access at all times to the premises of the Defendants and Third Party Comité de retraite et des avantages sociaux des Vitriers Travailleurs du verre – local 1135 and to all their accounting, financial and computer records and other documents and files pertaining to their assets and operations in order to exercise the powers listed hereinabove with respect thereto;

**AUTHORIZING** the interim sequestrator to take all necessary steps to safeguard the interests of the members;

**ORDERING** the communication by the Defendants within 48 hours of a list of all bank accounts where amounts received from the employers listed in exhibits P-46 and P-52 were deposited;

**ORDERING** the Defendants to immediately cease and desist from usurping the Plaintiffs' identity, including but not limited to:

- a. ceasing any appropriation of the Plaintiffs' names, seals and property;
- b. ceasing to claim that the Plaintiffs have changed their name and/or address;
- c. ceasing to make representations to the effect that the Defendant union associations are in any way successors to the Plaintiffs;
- d. ceasing to claim that District Council 97 and/or Local Unions 1135 and 349A have broken away from the International Union;

**ORDERING** the Defendants to immediately cease all undue pressure or threat directed at all members of the Plaintiffs International Union of Painters and Allied Trades, International Union of Painters and Allied Trades - Industrial Workers,

Local Union 349A and International Union of Painters and Allied Trades - Glaziers and Glass Workers, Local Union 1135 and their employers;

**EXEMPTING** the Plaintiffs from the requirement to give security for costs;

**AUTHORIZING** this Order to be served at all times;

**ORDERING** the execution of this Order notwithstanding appeal;

**MAKING** all other orders that this Honourable Courts sees fit to make in the circumstances;

**RESERVING** all of Plaintiffs' other rights and recourses;

**TO GRANT** an interlocutory injunction to avail until final judgment for the same conclusions as the provisional injunction and safeguard order;

**TO GRANT** a permanent injunction:

**ORDERING** the Defendants to restore to the Plaintiffs within 48 hours at [REDACTED] all the funds, assets or property belonging to it, including files, documents and all existing copies of such files and documents, on any medium whatsoever, relating to the members or certifications held by the International Union of Painters and Allied Trades, and its subordinate bodies, District Council 97, Glaziers and Glass Workers, Local Union 1135, Industrial Workers, Local Union 349A, and listed in exhibit P-46, including but not limited to certification files, collective agreements, grievance and other claims and insurance and pension plan files;

**ORDERING** all businesses listed at exhibit P-46 and who are aware of the order to make their payments in respect of union dues, pension and group insurance plans contributions or for any other purposes directly to the order of the International Union of Painters and Allied Trades - Glaziers and Glass Workers, Local Union 1135 or the International Union of Painters and Allied Trades - Industrial Workers, Local Union 349A, pursuant to their respective collective agreement and/or certification and send those payments at [REDACTED]

**ORDERING** the Defendants to cease and desist from usurping the Plaintiffs' identity, including but not limited to:

- a. ceasing any appropriation of the Plaintiffs' names, seals and property;
- b. ceasing to claim that the Plaintiffs have changed their name and/or address;
- c. ceasing to make representations to the effect that the Defendant union associations are in any way successors to the Plaintiffs;



- d. ceasing to claim that District Council 97 and/or Local Unions 1135 and 349A have disaffiliated from the International Union;

**TO GRANT** this motion for compensatory damages;

**TO ORDER** the Defendants jointly and severally to pay to the Plaintiffs the sum of \$1,857,842.49 as compensatory damages;

**TO ORDER** the Defendants jointly and severally to pay all costs and remuneration of the sequestrator;

**TO ORDER** the Defendant Yves Bourassa to pay to the Plaintiffs the sum of \$100,000 as punitive damages;

**TO ORDER** the Defendant Julie Boyer to pay to the Plaintiffs the sum of \$100,000 as punitive damages;

**TO ORDER** the Defendant Eddy Brandone to pay to the Plaintiffs the sum of \$100,000 as punitive damages;;

**TO ORDER** the Defendant Christian Campbell to pay to the Plaintiffs the sum of \$100,000 as punitive damages;

**TO MAKE** all other orders that this Honourable Courts sees fit to make in the circumstances;

**TO ORDER** the execution of this judgment notwithstanding appeal;

**TO RESERVE** all of the Plaintiffs' other rights and recourses;

**THE WHOLE** with costs.

Montréal, September 6, 2006

**(S) Ogilvy Renault LLP / S.E.N.C.R.L., s.r.l.**

**OGILVY RENAULT, LLP**

Counsel for INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, DISTRICT COUNCIL 97 INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES – GALZIERS AND GLASS WORKERS LOCAL UNION 1135, INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES – INDUSTRIAL WORKERS LOCAL UNION 349A

**TRUE COPY**

  
**OGILVY RENAULT LLP / S.E.N.C.R.L., s.r.l.**

## AFFIDAVIT

I, the undersigned, Robert Kucheran, General Vice-President, working at 130, Toro Road, Toronto, solemnly declare that:

1. I am the General Vice-President of the International Union of Painters and Allied Trades (the "**International Union**");
2. I have been authorized by James A. Williams, General President of the International Union, on April 28, 2006, to immediately remove the financial officers of District Council 97 and to take financial control of the affairs of District Council 97;
3. I have been appointed by James A. Williams, on May 8, 2006, to act as a Special Trustee for District Council 97 and to take charge and control of District Council 97 and its affairs;
4. In this respect, I have been duly appointed to act as the representative of all the plaintiffs in the attached proceedings;
5. In this respect, I have had personal knowledge or was duly informed of all the facts contained in the attached proceedings;
6. I have read the attached proceedings and all the facts contained therein are true.

AND I HAVE SIGNED at Montreal, on September 6, 2006.




SWORN TO before me  
at Montreal, on September 6, 2006.



Commissioner of Oaths  
For all districts of the Province of Quebec



TRUE COPY

  
OGILVY RENAULT LLP / S.E.N.C.R.L., s.r.l.

## A F F I D A V I T

I, the undersigned, Armando Colafranceschi, retired, who worked at 130, Toro, Toronto, solemnly declare that:

1. From March 1989 to September 30, 2005, I occupied the functions of General Vice-President of the International Union of Painters and Allied Trades responsible for Canada;
2. From March 1988 to March 1989, I worked as a representative for the International Union of Painters and Allied Trades;
3. From 1962 to March 1988, I worked at District Council 46 in several capacities;
4. No charter was ever issued by the General Executive Board of the International Union of Painters and Allied Trades for the creation of the entity known as "Vitriers travailleurs du verre, local 1135";
5. The creation of Vitriers travailleurs du verre, local 1135 was never approved by the International Union of Painters and Allied Trades;
6. Indeed, the International Union of Painters and Allied Trades never understood Vitriers travailleurs du verre, local 1135 to be different from the "International Union of Painters and Allied Trades - Glaziers and Glass Workers, Local Union 1135" (designated as Local Union 1135 in the proceedings);
7. The Defendant Brandone simply indicated to me that, considering changes that had been brought to the laws of the Province of Quebec applicable to the construction industry, Vitriers travailleurs du verre, local 1135 would legally administer the pension funds of the members of the International Union of Painters and Allied Trades, District Council 97 and its subordinate bodies;
8. The International Union of Painters and Allied Trades was never informed that this legal formality would have the effect of creating an independent union entity and it never authorized the creation of such an entity;
9. Moreover, neither I nor any other individual could have authorized the creation of such an entity on our own authority, such a procedure being exclusively reserved by sections 71(a) and 118(a) of Constitution 1995-2000 to the General Executive Board of the International Union of Painters and Allied Trades;

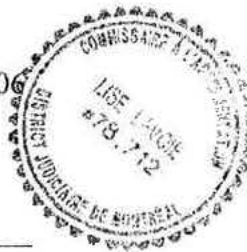
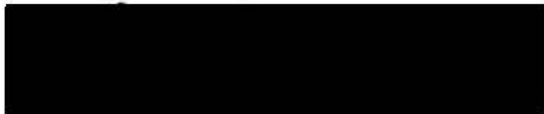


10. Furthermore, no charter was ever issued by the General Executive Board of the International Union of Painters and Allied Trades for the creation of the entity known as "Syndicat des travailleurs unis du Québec", nor was its creation ever approved by the International Union.

AND I HAVE SIGNED at Montreal, this 6<sup>th</sup> day of September 2006.



SWORN TO before me  
at Montreal, this 6<sup>th</sup> day of September 2006



Commissioner of Oaths

**TRUE COPY**

*Guy Renault*

OGILVY RENAULT U.P. / S.E.N.C.R.L., s.r.l.

**NOTICE OF PRESENTATION**

TO:	<b>EDDY BRANDONE</b> [REDACTED]
AND:	<b>JULIE BOYER</b> [REDACTED]
AND:	<b>CHRISTIAN CAMPBELL</b> [REDACTED]
AND:	<b>CLAUDE LANGLAIS</b> [REDACTED]
AND:	<b>DANIEL LÉVESQUE</b> [REDACTED]
AND:	<b>YVES BOURASSA</b> [REDACTED]
AND:	<b>SYNDICAT DES TRAVAILLEURS UNIS DU QUÉBEC,</b> an entity legally constituted pursuant to the <i>Professional Syndicates Act</i> [REDACTED]
AND:	<b>VITRIERS TRAVAILLEURS DU VERRE, LOCAL 1135,</b> an entity legally constituted pursuant to the <i>Professional Syndicates Act</i> [REDACTED]
AND:	<b>FRATERNITÉ INDÉPENDANTE DES TRAVAILLEURS INDUSTRIELS,</b> an entity legally constituted pursuant to the <i>Professional Syndicates Act</i> [REDACTED]
AND:	<b>CONSEIL DE DISTRICT DU SYNDICAT DES TRAVAILLEURS UNIS DU QUÉBEC (S.T.U.Q.) 2006,</b> an entity legally constituted pursuant to the <i>Professional Syndicates Act</i> [REDACTED]
	<b><u>DEFENDANTS</u></b>

AND:	<b>COMITÉ DE RETRAITE ET DES AVANTAGES SOCIAUX DES VITRIERS TRAVAILLEURS DU VERRE, LOCAL 1135</b> [REDACTED]
AND:	<b>NORMAND TERROUX</b> [REDACTED]
AND:	<b>CAISSE D'ÉCONOMIE DESJARDINS DES POMPIERS, DES COLS BLEUS ET DES COLS BLANCS,</b> an entity constituted pursuant to <i>An Act respecting financial services cooperatives</i> , [REDACTED]
AND:	<b>KATHLEEN FARNHAM</b> [REDACTED]
AND:	<b>BRIGITTE GAGNON</b> [REDACTED]
AND:	<b>ISABELLE LEMAY</b> [REDACTED]
	<b><u>THIRD PARTIES</u></b>

**TAKE NOTICE** that this motion will be presented for adjudication before the Honourable Justice Pierre Jasmin of the Superior Court, sitting in Chamber, at the Montreal Court House, located at 1, Notre-Dame Street East, Montreal, Quebec, on September 8, 2006 at 9:00 A.M., in room 16.71, or as soon thereafter as counsel may be heard.

**PLEASE GOVERN YOURSELVES ACCORDINGLY.**

Montreal, September 6, 2006

**(S) Ogilvy Renault LLP / S.E.N.C.R.L., s.r.l.**

**TRUE COPY**

  
**OGILVY RENAULT LLP / S.E.N.C.R.L., s.r.l.**

OGILVY RENAULT, LLP  
Attorneys for Plaintiffs  
INTERNATIONAL UNION OF PAINTERS  
AND ALLIED TRADES, DISTRICT

COUNCIL 97 INTERNATIONAL UNION OF  
PAINTERS AND ALLIED TRADES,  
INTERNATIONAL UNION OF PAINTERS  
AND ALLIED TRADES - GALZIERS AND  
GLASS WORKERS LOCAL UNION 1135,  
INTERNATIONAL UNION OF PAINTERS  
AND ALLIED TRADES - INDUSTRIAL  
WORKERS LOCAL UNION 349A

**SCHEDULE 1**  
**NOTICE TO DEFENDANT**  
**(ART. 119 C.C.P.)**

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TAKE NOTICE that Plaintiff has filed an action against you in the office of the Superior Court, in the Judicial District of Montréal.

To file a defence to this action, you must first file an Appearance, personally or through an attorney, at the Court House of Montréal, located at 1, Notre-Dame Street East, Montréal, Quebec H2Y 1B6, **within 10 days of service of this Motion to Institute Proceedings.**

If you fail to file an Appearance within the time limit indicated above, a judgment by default may be rendered against you upon the expiry of the 10-day period, without further notice.

If you file an Appearance, the action on the merit will be presented before the Court at a date to be determined. On that date, the Court may exercise such powers as are necessary to ensure the orderly progress of the Court file or it may hear the case, unless you agree with Plaintiff or his attorney, in writing, on a schedule of proceedings, which must be filed in the office of the Court.

In support of the Motion to Institute Proceedings, Plaintiff discloses the attached exhibits.

[Request for transfer of a Small Claim]

If the amount claimed by Plaintiff does not exceed \$7,000, without taking interest into account, and if you could have filed such an action, as Plaintiff, in a Small Claims Court, you can ask the clerk that the Court file be processed pursuant to the rules of Book VIII of the Code of Civil Procedure (R.S.Q. c. C-25). If you do not make such a request, you can be liable for costs higher than those provided for in that Book.

Montréal, September 6, 2006

**(S) Ogilvy Renault LLP / S.E.N.C.R.L., s.r.l.**

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**OGILVY RENAULT LLP**

Attorneys for Plaintiffs

INTERNATIONAL UNION OF PAINTERS AND  
ALLIED TRADES, DISTRICT COUNCIL 97  
INTERNATIONAL UNION OF PAINTERS AND  
ALLIED TRADES, INTERNATIONAL UNION  
OF PAINTERS AND ALLIED TRADES –  
GALZIERS AND GLASS WORKERS LOCAL  
UNION 1135, INTERNATIONAL UNION OF  
PAINTERS AND ALLIED TRADES –  
INDUSTRIAL WORKERS LOCAL UNION 349A

**TRUE COPY**

*Ogilvy Renault*

**OGILVY RENAULT LLP / S.E.N.C.R.L., s.r.l.**



NO:

**SUPERIOR COURT  
DISTRICT OF MONTREAL**

**INTERNATIONAL UNION OF PAINTERS AND  
ALLIED TRADES *et al*,**

**PLAINTIFFS**

**-vs-**

**EDDY BRANDON *et al*,**

**DEFENDANTS**

**-and-**

**COMITÉ DE RETRAITE ET DES AVANTAGES  
SOCIAUX DES VITRIERS TRAVAILLEURS  
DU VERRE, LOCAL 1135, *et al***

**THIRD PARTIES**

**MOTION FOR A PROVISIONAL  
INTERLOCUTORY INJUNCTION, AN  
INTERLOCUTORY INJUNCTION, A  
SEQUESTRATION ORDER AND SAFEGUARD  
ORDER AND MOTION TO INSTITUTE  
PROCEEDINGS FOR A PERMANENT  
INJUNCTION AND SEEKING DAMAGES  
(Arts. 2, 20, 46, 110 *et seq.*, 742 and 751 *et seq.* C.C.P.)**

**FILE COPY OGILVY RENAULT**

**BO-0042 # 01016025/0001**

Mtres [REDACTED]

**OGILVY RENAULT LLP  
BARRISTERS & SOLICITORS**

Telephone: [REDACTED]

Fax: [REDACTED]

[REDACTED]



[TRADUCTION]

CANADA  
PROVINCE DE QUÉBEC  
DISTRICT DE MONTRÉAL  
No: 500-17-032765-060

COUR SUPÉRIEURE

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MONTRÉAL, LE 8 SEPTEMBRE 2006  
L'HONORABLE PIERRE JASMIN, J.C.S.

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SYNDICAT INTERNATIONAL DES  
PEINTRES ET MÉTIERS CONNEXES,

-et-

CONSEIL DE DISTRICT NO. 97  
SYNDICAT INTERNATIONAL DES  
PEINTRES ET MÉTIERS CONNEXES,

-et-

SYNDICAT INTERNATIONAL DES  
PEINTRES ET MÉTIERS CONNEXES -  
VITRIERS ET TRAVAILLEURS DU  
VERRE SECTION LOCALE 1135,

-et-

SYNDICAT INTERNATIONAL DES  
PEINTRES ET MÉTIERS CONNEXES -  
TRAVAILLEURS INDUSTRIELS,  
SECTION LOCALE 349A,

Demandereses

- c. -

EDDY BRANDONE,

-et-

JULIE BOYER,

-et-

CHRISTIAN CAMPBELL,

---

---

-et-

CLAUDE LANGLAIS,

-et-

DANIEL LÉVESQUE,

-et-

YVES BOURASSA,

-et-

SYNDICAT DES TRAVAILLEURS UNIS  
DU QUÉBEC,

-et-

VITRIERS TRAVAILLEURS DU VERRE,  
LOCAL 1135,

-et-

FRATERNITÉ INDÉPENDANTE DES  
TRAVAILLEURS INDUSTRIELS,

-et-

CONSEIL DE DISTRICT DU SYNDICAT  
DES TRAVAILLEURS UNIS DU QUÉBEC  
(S.T.U.Q.) 2006,

Défendeurs

-et-

COMITÉ DE RETRAITE ET DES  
AVANTAGES SOCIAUX DES VITRIERS  
TRAVAILLEURS DU VERRE – LOCAL  
1135,

-et-

NORMAND TERROUX,

-et-

CAISSE D'ÉCONOMIE DESJARDINS DES

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POMPIERS, DES COLS BLEUS ET DES  
COLS BLANCS,

-et-

KATHLEEN FARNHAM,

-et-

BRIGITTE GAGNON,

-et-

ISABELLE LEMAY,

Mis-en-cause

---

**INJONCTION PROVISOIRE ET ORDONNANCE DE  
SAUVEGARDE**

---

**CONSIDÉRANT QUE** le 8 septembre 2006 les procureurs des demanderesses ont présenté une requête pour l'émission d'une ordonnance d'injonction provisoire et d'une ordonnance de sauvegarde;

**CONSIDÉRANT** les représentations des procureurs des demanderesses;

**CONSIDÉRANT QUE** le droit des demanderesses à l'injonction provisoire et à l'ordonnance de sauvegarde apparaît clair;

**CONSIDÉRANT** les circonstances décrites dans la requête des demanderesses;

**CONSIDÉRANT** le préjudice sérieux et irréparable que les demanderesses subiraient si l'injonction provisoire et l'ordonnance de sauvegarde n'étaient pas accordées;

**CONSIDÉRANT** l'urgence;

**CETTE COUR :**

**ÉMET** une ordonnance d'injonction provisoire et une ordonnance de sauvegarde pour valoir jusqu'au jugement à intervenir sur la requête pour l'émission d'une ordonnance d'injonction interlocutoire;

**ENJOINT** les défendeurs de remettre aux demanderesses dans un délai de 48 heures au [REDACTED]

tous les fonds, actifs ou autres biens leur appartenant, y compris les dossiers, documents et l'ensemble des copies existantes de ceux-ci, sur quelque support qu'ils soient, relatifs aux membres et accréditations détenus par le Syndicat international des peintres et métiers connexes et ses organismes subordonnés Conseil de district 97, Travailleurs industriels, Section locale 349A et Vitriers et travailleurs du verre, Section locale 1135 et listés à la pièce P-46 et qui n'ont pas fait l'objet, en date du 7 septembre 2006, d'une décision rendue par la C.R.T. qui modifierait le nom du syndicat en vertu de l'article 39 du *Code de travail*, notamment mais non limitativement les dossiers d'accréditation, conventions collectives, griefs et autres réclamations, dossiers d'assurance et fonds de retraite;

**ORDONNE** à tous les employeurs listés à la pièce P-46 et ayant connaissance de la présente ordonnance de déposer tous les paiements normalement effectués à titre de cotisations syndicales, à titre de contributions aux fonds de retraite ou aux régimes d'assurance collective ou à tout autre titre, directement à l'ordre du Syndicat international des peintres et métiers connexes - Vitriers et travailleurs du verre, Section locale 1135 ou du Syndicat international des peintres et métiers connexes - Travailleurs industriels, Section locale 349A aux termes de leurs conventions collectives et/ou accréditations respectives, et d'envoyer ces paiements au [REDACTED]

**ENJOINT** les défendeurs de communiquer, dans un délai de 48 heures, la liste de tous les comptes bancaires dans lesquels les paiements reçus des employeurs listés à la pièce P-46 ont été déposés;

**ENJOINT** les défendeurs de cesser d'usurper l'identité des demanderesses et, notamment mais non limitativement de :

- a. Cesser toute appropriation des noms, sceaux et biens des demanderesses;
- b. Cesser de prétendre que les demanderesses ont changé de nom et/ou d'adresse;
- c. Cesser de représenter les associations syndicales défenderesses comme ayant succédé, de quelque manière que ce soit, aux demanderesses;
- d. Cesser de prétendre que le Conseil de district 97 Syndicat international des peintres et métiers connexes et Syndicat international des peintres et métiers connexes -

Vitriers et travailleurs du verre, Section locale 1135 et  
Syndicat international des peintres et métiers connexes -  
Travailleurs industriels, Section locale 349A se sont  
désaffiliées du Syndicat international;

**ENJOINT** les défendeurs de cesser toute pression ou menaces indues  
contre tous les employeurs listés aux pièces P-46 et P-52;

**EXEMPTÉ** les demanderesses de fournir caution;

**AUTORISE** la signification de l'ordonnance en tout temps;

**ORDONNE** l'exécution de cette ordonnance nonobstant appel;

**RÉSERVE** tous les autres droits et recours des demanderesses;

*(s) Pierre Jasmin, J.C.S.*

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**PIERRE JASMIN, J.C.S.**

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL  
No: 500-17-032765-060

SUPERIOR COURT

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MONTREAL, SEPTEMBER 8 2006

THE HONOURABLE \_\_\_\_\_

PIERRE JASMIN, J.S.C.

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INTERNATIONAL UNION OF PAINTERS  
AND ALLIED TRADES,

-and-

DISTRICT COUNCIL 97  
INTERNATIONAL UNION OF PAINTERS  
AND ALLIED TRADES,

-and-

INTERNATIONAL UNION OF PAINTERS  
AND ALLIED TRADES – GLAZIERS AND  
GLASS WORKERS LOCAL UNION 1135,

-and-

INTERNATIONAL UNION OF PAINTERS  
AND ALLIED TRADES – INDUSTRIAL  
WORKERS, LOCAL UNION 349A,

Plaintiffs

- v -

EDDY BRANDONE,

-and-

JULIE BOYER,

-and-

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CHRISTIAN CAMPBELL,

-and-

CLAUDE LANGLAIS,

-and-

DANIEL LÉVESQUE,

-and-

YVES BOURASSA,

-and-

SYNDICAT DES TRAVAILLEURS UNIS  
DU QUÉBEC,

-and-

VITRIERS TRAVAILLEURS DU VERRE,  
LOCAL 1135,

-and-

FRATERNITÉ INDÉPENDANTE DES  
TRAVAILLEURS INDUSTRIELS,

-and-

CONSEIL DE DISTRICT DU SYNDICAT  
DES TRAVAILLEURS UNIS DU QUÉBEC  
(S.T.U.Q.) 2006,

Defendants

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-and-

COMITÉ DE RETRAITE ET DES  
AVANTAGES SOCIAUX DES VITRIERS  
TRAVAILLEURS DU VERRE,  
LOCAL 1135,

-and-

NORMAND TERROUX,

-and-

CAISSE D'ÉCONOMIE DES JARDINS DES  
POMPIERS, DES COLS BLEUS ET DES  
COLS BLANCS,

-and-

KATHLEEN FARNHAM,

-and-

BRIGITTE GAGNON,

-and-

ISABELLE LEMAY,

Third Parties

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**PROVISIONAL INJUNCTION AND SAFEGUARD ORDER**

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**CONSIDERING** that on September 8, 2006 counsel for the Plaintiffs presented a motion for a provisional injunction and a safeguard order;

**CONSIDERING** the representations made by counsel for the Plaintiffs;

**CONSIDERING** that the Plaintiffs' right to the provisional injunction and the safeguard order appears to be clear;

**CONSIDERING** the circumstances described in the Plaintiffs' motion;

**CONSIDERING** the serious and irreparable harm that the Plaintiffs would sustain if the provisional injunction and the safeguard order were not granted;

**CONSIDERING** the urgency of the situation;

**THIS COURT:**

**ISSUES** an order of provisional injunction and a safeguard order to avail until judgment intervenes on the motion for an interlocutory injunction;

**ORDERS** the Defendants to restore to the Plaintiffs within 48 hours at [REDACTED] all the funds, assets or property belonging to it, including files, documents and all existing copies of such files and documents, on any medium whatsoever, relating to the members or certifications held by the International Union of Painters and Allied Trades and its subordinate bodies, District Council 97, Industrial Workers, Local Union 349A and Glaziers and Glass Workers, Local Union 1135, and listed in exhibit P-46, \* including but not limited to certification files, collective agreements, grievance and other claims and insurance and pension fund files;

**ORDERS** all employers that are listed in exhibit P-46 and that are aware of the order to make their payments in respect of union dues, pension plan and group insurance plan contributions or for any other purposes directly to the order of the International Union of Painters and Allied Trades – Glaziers and Glass Workers, Local Union 1135 or the International Union of Painters and Allied Trades – Industrial Workers, Local Union 349A, pursuant to their respective collective agreements and/or certifications, and to send those payments to [REDACTED]

**ORDERS** the communication by the Defendants within 48 hours of a list of all bank accounts in which amounts received from the employers listed in exhibits P-46 and P-52 were deposited;

**ORDERS** the Defendants to immediately cease and desist from usurping the Plaintiffs' identity, including but not limited to:

\* *and that have not been subject as of September 7th 2006 of a decision by the C.R.T. modifying the name of the union under Section 39 of the Labour Code.*  
*(13) P.A.*

- a. ceasing any appropriation of the Plaintiffs' names, seals and property;
- b. ceasing to claim that the Plaintiffs have changed their name and/or address;
- c. ceasing to make representations to the effect that the Defendant union associations are in any way successors to the Plaintiffs;
- d. ceasing to claim <sup>\*P.A.</sup> that District Council 97 and/or Local Unions 1135 and 349A ~~have disaffiliated from the International Union;~~

ORDERS the Defendants to immediately cease all undue pressure or threats directed at ~~all members of the Plaintiffs International Union of Painters and Allied Trades, International Union of Painters and Allied Trades - Industrial Workers, Local Union 349A and International Union of Painters and Allied Trades - Glaziers and Glass Workers, Local Union 1135 and their employers;~~ *listed in exhibits P-46 and P-52 P.A. DB.*  
EXEMPTS the Plaintiffs from the requirement to give security for costs;

AUTHORIZES this Order to be served at all times;

ORDERS the execution of this Order notwithstanding appeal;

RESERVES all of the Plaintiffs' other rights and recourses;

*Rinfin*

J.S.C.

*\* that District Council 97 International Union of Painters and Allied Trades, and International Union of Painters and Allied Trades - Glaziers and glass workers local Union 1135, and International Union of Painters and allied trades - Industrial Workers, local Union 349A, Have disaffiliated from the International Union*  
*DB P.A.*

COPIE CONFORME  
TRUE COPY

Clerk adjoint  
Deputy Clerk