

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

MARK E. RALEIGH,

Case No.

Plaintiff,

Hon.

vs.

SERVICE EMPLOYEES  
INTERNATIONAL UNION,

Defendant.

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Raymond J. Sterling (P34456)  
Attorney for Plaintiff  
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There is no other pending or resolved civil action arising  
out of the same transaction or occurrence as alleged in this  
complaint.

**COMPLAINT AND JURY DEMAND**

Plaintiff Mark E. Raleigh, by his attorneys Sterling Attorneys at Law,  
P.C., for his Complaint against defendant, submits the following:

**JURISDICTIONAL ALLEGATIONS**

1. Plaintiff Mark E. Raleigh (“Raleigh”) is an individual who resides  
in Berkley, Michigan.

2. Defendant Service Employees International Union (“SEIU” or “the Union”) is a labor union headquartered in Washington D.C. that conducts business in Michigan.

3. Raleigh is a former employee of the Union.

4. The material events in controversy occurred in this judicial district in Michigan and in Washington D.C.

5. SEIU was an “employer” as defined in the Family and Medical Leave Act (“FMLA”), 29 USC 2611(4), at all relevant times.

6. Raleigh was an “eligible employee” as defined in the FMLA, 29 USC 2611(2), at all relevant times.

7. This Court has subject matter jurisdiction under 29 USC 2601, *et seq.* (FMLA), 28 USC 1331 (federal question), and 28 USC 1332 (diversity).

### **GENERAL ALLEGATIONS**

8. The Union touts itself as being the second largest union in the United States with over two million members.

9. Raleigh has been in a leadership or staff management position with the Union and several of its locals since February 2001.

10. In the fall of 2017, Raleigh was the Deputy Campaign Director employed in the Organizing Department of the Union.

11. Raleigh last reported to Lauren Cumbia, the Chief of Staff for the Union’s Midwest Initiative, which was overseen by Executive Vice President

Scott Courtney, who in turn reported to the Union's International President Mary Kay Henry.

12. Raleigh was a loyal and skilled employee throughout his almost 18 years of employment with the Union and its affiliated locals.

13. Raleigh regularly received favorable performance evaluations, promotions, increasing responsibility, and pay raises throughout his employment.

**The Union President gets caught up in  
“me-too” fervor to ingratiate herself to the  
media, politicians, and the Union’s membership**

14. In 2017, numerous female celebrities came forward to reveal the sexual abuse they had experienced at the hands of rich, famous, and powerful men such as Harvey Weinstein, Bill Cosby, Roger Ailes, Matt Lauer, and Bill O'Reilly.

15. As more and more women came forward, this exposé of men behaving badly became known as the “#MeToo Movement.”

16. The central purposes of the #MeToo Movement was to encourage other sexually harassed and abused women to come forward as well as to encourage politicians and employers to take action.

17. The #MeToo Movement, the victims, and the accused became virtually a daily news event in both mainstream and social media circles.

18. Mary Kay Henry, the President of the Union's two million mostly female membership, apparently decided that this would be a good opportunity to increase her stature, her political visibility, and hide her own transgressions and prior sheltering of alleged misconduct if her Union publicly identified and fired male harassers within her organization.

19. To that end, the Union sent out mass communications to its employees encouraging the use of hotlines and ethics officers to identify sexual harassers within its organization.

**The Union knew it had caught an innocent man  
in its net but publicized it anyway to curry favor**

20. In late October 2017 and early November 2017, the Union fired four male employees, including Raleigh on November 2, 2017, allegedly as a result of its investigation into sexual harassment within the Union.

21. The Union issued press releases and mass communications inside and outside the organization to publicize the firings.

22. The publicized reasons for the firings included findings of "sexual misconduct" during an alleged "investigation."

23. The Union identified Raleigh by name as one of the terminated employees.

24. The Union misrepresented Raleigh's role with the Union and its campaigns to suit its own public relations narrative to the detriment of Raleigh.

25. By naming Raleigh in the group of terminated employees, the Union expressly or impliedly published to third parties that Raleigh was guilty of sexual misconduct.

26. The Union never advised Raleigh he was under investigation for sexual misconduct of any type and never bothered to interview Raleigh as part of its alleged investigation.

27. The Union never interviewed any of the countless female staff members whom Raleigh had trained and mentored throughout his 20-year career with the Union who would vouch for his unblemished personal and professional moral character.

28. In fact, no one had ever even made a complaint against Raleigh for sexual misconduct so there was no reason to “investigate” him from the outset.

29. The Union’s publications advised the public that there was an “investigation” to give it legitimacy when in fact any such investigation was a sham.

30. Raleigh has now obtained the investigation file.

31. The investigation file confirms that no one ever made a complaint of any type of sexual misconduct against Raleigh at any time.

32. The investigation file confirms that there is zero evidence of sexual misconduct of any type at any time during Raleigh’s employment.

33. The investigation file confirms that the Union did not fire Raleigh for sexual misconduct.

34. The Union's attorney has verbally confirmed to Raleigh's attorney that the investigation did not uncover any evidence that Raleigh engaged in any type of sexual misconduct at any time.

35. The Union's attorney has verbally confirmed to Raleigh's attorney that Raleigh was not fired for sexual misconduct of any type.

**Raleigh was on a protected FMLA leave when fired**

36. On October 23, 2017, Raleigh submitted a medical certification of total incapacity with a return to work date of October 30, 2017.

37. On October 26, 2017, Raleigh submitted another medical certification, extending the period of total incapacity to November 7, 2017, with a return to work date to be determined.

38. The Union approved Raleigh's FMLA leave.

39. The Union fired Raleigh on November 2, 2017, while he was medically incapacitated and on his protected FMLA leave, without notice, warning, or an actual opportunity to be heard.

**COUNT I**

**VIOLATION OF THE FAMILY AND MEDICAL LEAVE ACT (FMLA)**

40. Raleigh incorporates the preceding paragraphs by reference.

41. The Union willfully violated the FMLA by:

- A. interfering with Raleigh's FMLA leave;
- B. retaliating against him for taking the leave;
- C. terminating Raleigh during his FMLA leave;
- D. failing to return Raleigh to a substantially equivalent position after his FMLA leave;
- E. retaliating against Raleigh by denying him the opportunity to resign in lieu of termination as it had done for others correctly or incorrectly accused of misconduct; and
- F. retaliating against Raleigh by denying him indemnification in an IRS investigation after he made a claim under the FMLA (to be discussed in Count III below).

42. The Union's conduct denied Raleigh the opportunity for continued employment and advancement and adversely affected his compensation, terms, conditions, and privileges of employment in violation of the FMLA.

43. As a direct and proximate result of the Union's conduct, Raleigh has suffered and will continue to suffer severe injuries, including the following:

- A. lost past and future compensation, including the value of fringe benefits;
- B. lost earning potential;
- C. humiliation, embarrassment, betrayal, and emotional distress; and
- D. other incidental, exemplary, and consequential damages, including attorney fees.

## COUNT II

### DEFAMATION/FALSE LIGHT INVASION OF PRIVACY/ PUBLIC DISCLOSURE OF PRIVATE FACTS

44. Raleigh incorporates the preceding paragraphs by reference.

45. Raleigh served the Union in a staff capacity that did not allow for or require media visibility based on Union policy.

46. The Union's publications to third parties expressly or impliedly accused Raleigh of sexual misconduct.

47. The Union recklessly and/or maliciously published information to the media about Raleigh's termination that was designed to give the appearance that Raleigh was terminated for sexual misconduct.

48. The Union's attention-seeking and misleading publications resulted in numerous media outlets across the United States to identify Raleigh by name in articles with headlines such as this:



49. The Union made its publications from its headquarters in Washington, D.C.

50. The Union's publications concerning Raleigh to third parties contained false implications and innuendo concerning Raleigh.

51. The Union knew or should have known that its publications contained false implications and innuendo when made.

52. The Union's publications to third parties were designed to benefit itself at the expense of Raleigh.

53. The Union acted knowingly, maliciously, outrageously, with reckless disregard for the truth, and with willful disregard for the rights of Raleigh in making the publications to third parties.

54. The Union's publications to third parties placed Raleigh in a false light in the public eye regarding a private matter.

55. The Union's publications to third parties involved public disclosure of private facts.

56. Through his attorney, Raleigh demanded a retraction on November 27, 2017.

57. To date, the Union has failed to make a retraction.

58. As a direct and proximate result of the Union's conduct, Raleigh should receive punitive damages under the law of Washington D.C.; he has also suffered and will continue to suffer injuries exceeding \$75,000.00, including:

- A. lost past and future compensation, including the value of fringe benefits;

- B. lost earning potential;
- C. humiliation, embarrassment, betrayal, and emotional distress; and
- D. other incidental, exemplary, and consequential damages.

### **COUNT III**

#### **VIOLATION OF DUTY TO INDEMNIFY AND DEFEND**

59. Raleigh incorporates the preceding paragraphs by reference.

60. The Internal Revenue Service recently called Raleigh in for an interview regarding Union payments that he had signed as part of his job duties on behalf of the Union.

61. Raleigh was instructed to make these payments by the Union's Office of the General Counsel.

62. Raleigh tendered the defense of the IRS investigation to the Union and requested indemnification.

63. Other Union employees who received the same IRS notice were provided indemnification by the Union.

64. The Union offered indemnification to Raleigh only if he first released his right to file this lawsuit against the Union.

65. Raleigh declined to accept these illegal conditions, and instead was forced to retain his own attorney for representation in the IRS investigation.

66. Raleigh, in good faith and to show cooperation, set up the interview with the IRS agent.

67. Just before the interview, the Union appeared to capitulate by advising Raleigh that it would agree to indemnification, but only if he used their designated attorney.

68. The Union's designated attorney was not available for the scheduled IRS interview.

69. The Union knew that its designated attorney was not available for the scheduled IRS interview.

70. Raleigh was thus required to proceed with the IRS interview with his own retained attorney and no indemnification agreement.

71. An agent (such as Raleigh) acting on behalf of and at the direction of the principal (such as the Union) is entitled to indemnification and defense.

72. The Union violated its duty to indemnify and defend Raleigh.

73. In denying indemnification after Raleigh made a claim under the FMLA, the Union retaliated against Raleigh in violation of the FMLA.

74. As a direct and proximate result of the Union's conduct, Raleigh has been forced to expend his own funds to locate and retain a qualified attorney and is still exposed to personal liability.

75. Raleigh thus requests a declaratory judgment ordering the Union to indemnify and defend him in the IRS matter, as well as reimbursement of the legal fees he has and will incur in locating and retaining qualified tax counsel.

### **RELIEF REQUESTED**

WHEREFORE, Plaintiff Mark E. Raleigh respectfully requests that this Honorable Court enter declaratory and monetary judgments against defendant in excess of Two Million Dollars (\$2,000,000.00), together with costs, interest as an element of damages, statutory interest, and attorney fees.

### **JURY DEMAND**

Plaintiff Mark E. Raleigh, by his attorneys Sterling Attorneys at Law, P.C., requests a trial by jury.

Respectfully submitted,

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Dated: May 21, 2018