

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

2017CH06829
CALENDAR/ROOM 02
TIME 00:00
Injunction

TEAMSTERS LOCAL UNION NO. 727,)
)
)
Plaintiff,)
)
)
v.)
)
)
ALLIED UNIVERSAL)
and)
NAVY PIER, INC.,)
)
Defendants.)

Case No. _____

2017 MAY 15 PM 12:38
CLERK OF COURT
COURT REPORTER

COMPLAINT

Plaintiff, TEAMSTERS LOCAL UNION NO. 727, by and through his attorneys at ILLINOIS ADVOCATES, LLC, for its Verified Complaint against Defendants, ALLIED UNIVERSAL AND NAVY PIER, INC., states as follows:

ALLEGATIONS COMMON TO ALL COUNTS

A. Parties, Jurisdiction and Venue

1. Plaintiff, Teamsters Local Union No. 727 (“Plaintiff or Union”), currently operates its principal office in Park Ridge, Cook County, Illinois.
2. Defendant, Allied Universal (“Allied”), systematically, continuously and at all relevant times conducts business in Chicago, Cook County, Illinois.
3. Defendant, Navy Pier, Inc (“NPI”), systematically, continuously and at all relevant times conducts business in Chicago, Cook County, Illinois.
4. Plaintiff represents security officers, supervisors and fire safety officers at Navy Pier.

5. The cause of action stated herein arose in Chicago, Cook County, Illinois.

B. Background

6. The Metropolitan Pier and Exposition Authority (“MPEA”) is responsible for the management of McCormick Place and Navy Pier.
7. On or around, April 26, 2011, MPEA and NPI entered into a lease agreement of the Navy Pier Property.
8. NPI contracts to have SMG provide security at Navy Pier.
9. SMG employs security officers, supervisors, shift commanders and fire safety officers at McCormick Place and Navy Pier.
10. Plaintiff and SMG are parties to a collective bargaining agreement (“CBA”) with a term of July 1, 2016 to June 30, 2021. Attached hereto as Exhibit A is a complete and accurate copy of the CBA.
11. During negotiation of the CBA, SMG through its legal counsel informed the Union that NPI had planned to issue a request for proposal (“RFP”) for security services at Navy Pier. SMG would continue to provide security services at McCormick Place.
12. On or around June 28, 2016, NPI issued the RFP. Attached hereto as Exhibit B is a true and accurate copy of the RFP.
13. The Union raised numerous objections to the RFP and expressed its concerns over the continued representation of the Navy Pier Employees, job security, wages and terms of conditions of employment for SMG employees at Navy Pier.
14. Legal counsel for SMG also represented NPI. Attorneys from Franczek Radelet bargained with the Union over terms and conditions of the RFP. Attached hereto as

Exhibit C is a true and accurate copy of an email exchange between representatives from Franczek Radelet and the Union discussing bargaining over the RFP.

15. Around October or November of 2016, NPI withdrew the RFP.
16. The Union and SMG entered into the CBA after NPI withdrew the RFP. The withdrawal of the RFP induced the Union and its members to accept the CBA.
17. Around February of 2017, just one month after the Union and SMG signed the CBA, NPI issued a revised request for proposal (“Revised RFP”). Attached hereto as Exhibit D is a true and accurate copy of the Revised RFP.
18. The Revised RFP provided that the awarded bidder must offer employment to full-time employees.
19. The Revised RFP also required the awarded bidder to “...negotiate in good faith, with any union that seeks to represent its employees, for a labor neutrality and card check procedure agreement.”
20. On or around May 2, 2017, NPI announced it selected Allied as the provider of security services at Navy Pier. Attached hereto as Exhibit E is a true and accurate copy of the letter distributed to SMG employees at Navy Pier regarding employment with Allied.
21. On information and belief, the contract between NPI and Allied incorporates the requirements of the Revised RFP in their agreement.
22. NPI’s May 2, 2017, letter (Exhibit E) stated the following:

Please note that all full-time officers currently working at Navy Pier under the SMG security team will be extended an opportunity to **join** the Allied

Universal Security team. In addition, all Navy Pier part-time officers will also be given the opportunity to **apply** for a position with Allied Universal.

23. On or around May 3, 2017, Allied through its employees, agents, representatives and through NPI distributed employment application packets to SMG security employees at Navy Pier. Attached hereto as Exhibit F is a true and accurate copy of the employment packet.
24. On or around May 4, 2017, the Union demanded to bargain with Allied over a neutrality and card check procedure. Attached as Exhibit G is a true and accurate copy of the demand to bargain.
25. On or around May, 8, 2017, Allied through NPI informed the Union employees were required to apply via a website to for a position with Allied. On or around May 9, 2017, Allied through NPI informed the Union, employees should complete the online application and paper documentation could be dropped off at Allied's office. Attached hereto as Exhibit H is a true and accurate copy of the email notifications sent to the Union.
26. On or around May 9, 2017, Allied provided the Union's legal counsel additional application instructions which differed from previous instructions provided to employees and the Union. Additionally, Allied stated "any determinations regarding representation procedures are premature." Attached hereto as Exhibit I is true and accurate copy of the information provided to the Union's legal counsel.
27. On or around May 10, 2017, Caleen Carter-Patton, a Union representative, attempted to deliver completed applications on behalf of the employees at Navy Pier, at Allied's office. Allied refused to accept the applications.

C. Claims

COUNT I- BREACH OF CONTRACT-THIRD PARTY BENEFICIARY

28. Allegations stated supra are hereby re-alleged as if fully set forth herein.
29. Illinois common law allows a third party beneficiary to enforce benefits of a contract to which it is not a party. The Illinois Supreme Court stated in *Carson Pirie Scott & Co. v. Parrett*, the following: if a contract be entered into for a direct benefit of a third person not a party thereto, such third person may sue for breach thereof. The test is whether the benefit to the third person is direct to him or is but an incidental benefit to him arising from the contract. If direct he may sue on the contract; if incidental he has no right of recovery thereon. *Carson Pirie Scott & Co. v. Parrett*, 346 Ill. 252, 257, (1931).
30. The full-time employees represented by the Union are the intended beneficiaries of the agreement between NPI and Allied.
31. Allied breached the agreement with NPI when it refused to accept applications from full-time employees on or around May 10, 2017.
32. The Union is an intended beneficiary of the agreement between NPI and Allied.
33. Allied breached the agreement with NPI when it refused to bargain in good faith with the Union over a card check and neutrality agreement.
34. WHEREFORE, Teamsters Local Union No. 727 prays for judgment against the Defendants in the amount to be determined at trial to be distributed to the Union members of SMG employed at Navy Pier, an injunction ordering Allied to accept and employ the full-time security officers at Navy Pier as

required by the agreement between Allied and NPI, and an injunction ordering Allied to negotiate in good faith with the Union over a card check and neutrality agreement.

COUNT II- PROMISSORY ESTOPPEL

35. Allegations stated *supra* are hereby re-alleged as if fully set forth herein.
36. Under Illinois common law theory of promissory estoppel, a defendant will be liable to a plaintiff where the plaintiff shows “(1) defendant made an unambiguous promise to the plaintiff, (2) plaintiff relied on such promise, (3) plaintiff’s reliance was expected and foreseeable by defendants and (4) plaintiff relied on the promise to its detriment.” *Newton Tractor Sales, Inc. v. Kubota Tractor Corp.*, 233 Ill. 2d 46, 51 (2009)
37. NPI promised to withdraw and eventually withdrew the RFP to induce the Union to resolve bargaining the CBA with SMG.
38. The Union and its members relied on the promise NPI would not subcontract the security work at Navy Pier and accepted the CBA once NPI withdrew the RFP.
39. The Union relied on this promise to its detriment once NPI issued the Revised RFP approximately one month after the CBA was signed.
40. WHEREFORE, Teamsters Local Union No. 727 prays for judgment against the Defendants in the amount to be determined at trial to be distributed to the employees of SMG employed at Navy Pier and NPI be enjoined from subcontracting security services at Navy Pier from SMG.

COUNT III- FRAUD

41. Allegations stated *supra* are hereby re-alleged as if fully set forth herein.
42. Under Illinois common law the elements of fraud are: (1) a false statement of material fact; (2) defendant's knowledge that the statement was false; (3) defendant's intent that the statement induce the plaintiff to act; (4) plaintiff's reliance upon the truth of the statement; and (5) plaintiff's damages resulting from reliance on the statement. *Connick v. Suzuki Motor Co.*, 174 Ill. 2d 482, 496 (1996).
43. NPI falsely stated through its attorney James Franczek it would withdraw the RFP.
44. NPI knew it would reissue a request for proposal once the contract with the Union was resolved.
45. NPI knew the withdraw of the RFP would cause the Union to enter into a CBA with SMG.
46. The Union did enter into the CBA after the RFP was withdrawn.
47. Allied has cut the wages to the membership of the Union.
48. WHEREFORE, teamsters Local Union No. 727 prays for judgment against the Defendants in the amount to be determined at trial to be distributed to the Union members of SMG employed at Navy Pier and NPI be enjoined from subcontracting security services at Navy Pier from SMG.

WHEREFORE, Plaintiff, Teamsters Local Union No. 727, prays judgment be entered in its favor against Defendants, Allied Universal and Navy Pier, Inc., in the following manor:

1. An injunction preventing Navy Pier, Inc. from subcontracting security services at Navy Pier.

2. Actual damages for loss of wages of in excess of \$50,000 distributed to the security and fire safety employees at Navy Pier.
3. Interest on all lost wages.
4. Attorneys' fees and court costs; and
5. Any other award this Court finds just and fair.

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Respectfully Submitted,
Teamsters Local Union No. 727



By One of his Attorneys