

IN THE SUPREME COURT OF THE STATE OF NEVADA

Case No. 79208

Nevada State Education Association; National Education Association; Ruben
Murillo, Jr.; Robert Benson; Diane Di Archangel; and Jason Wysocki,
Appellants,

Electronically Filed
Feb 03 2020 01:01 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

v.

Clark County Education Association; John Vellardita; and Victoria Courtney,
Respondents.

Appeal from Final Judgment and Dissolution of Injunction
District Court Case No. A-17-761884-C
Eighth Judicial District Court of Nevada

APPELLANTS' APPENDIX VOLUME I

Robert Alexander (pro hac vice)
Matthew Clash-Drexler (pro hac vice)
Georgina Yeomans (pro hac vice)
Bredhoff & Kaiser PLLC
805 15th St. NW, Suite 1000
Washington, D.C. 20005
(202) 842-2600
ralexander@bredhoff.com
mcdrexler@bredhoff.com
gyeomans@bredhoff.com

Debbie Leonard (#8260)
Leonard Law, PC
955 S. Virginia St., Suite 220
Reno, Nevada 89502
(775) 964-4656
debbie@leonardlawpc.com

CHRONOLOGICAL INDEX TO APPELLANTS' APPENDIX

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
	Docket, Case No. A-17-761364-C	I	0001 – 0011
	Docket Case No. A-17-761884-C	I	0012 – 0020
9/12/2017	Complaint for Breach of Fiduciary Duty, Breach of Contract, and Declaratory Relief in Case No. A-17-761364-C	I	0021 – 0031
9/19/2017	Amended Complaint for Breach of Fiduciary Duty, Breach of Contract, and Declaratory Relief in Case No. A-17-761364-C	I	0032 – 0042
9/21/2017	Summons for Clark County Education Association in Case No. A-17-761884-C	I	0043 – 0047
9/21/2017	Summons for Clark County School District in Case No. A-17-761884-C	I	0048 – 0052
9/21/2017	Complaint for Declaratory and Injunctive Relief in Case No. A-17-761884-C	I	0053 – 0071
9/21/2017	Summons for John Vellardita in Case No. A-17-761884-C	I	0072 – 0076
9/21/2017	Summons for Victoria Courtney Case No. A-17-761884-C	I	0077 – 0081
10/26/2017	Second Amended Complaint for Breach of Fiduciary Duty, Breach of Contract, and Declaratory Relief in Case No. A-17-761364-C	I	0082 – 0092
10/30/2017	Answer to Complaint (including Motion to Dismiss) in Case No. A-17-761884-C	I	0093 – 0126

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
11/6/2017	Affidavit of Service re Clark County Education Association in Case No. A-17-761884-C	I	0127
11/6/2017	Affidavit of Service re Clark County School District in Case No. A-17-761884-C	I	0128
11/6/2017	Affidavit of Service re John Vellardita in Case No. A-17-761884-C	I	0129
12/5/2017	Affidavit of Service re Victoria Courtney in Case No. A-17-761884-C	I	0130
2/21/2018	Defendants' Answer to the Second Amended Complaint in Case No. A-17-761364-C	I	0131 – 0140
2/27/2018	Amended Complaint for Declaratory and Injunctive Relief in Case No. A-17- 761884-C	I	0141 – 0175
3/16/2018	Defendants – Counter Plaintiffs Clark County Education Association's, John Vellardita's and Victoria Courtney's Answer to Amended Complaint for Declaratory and Injunctive Relief and Counterclaim in Case No. A-17-761884-C	II	0176 – 0218
3/21/2018	Defendants – Counter Plaintiffs Clark County Education Association's, John Vellardita's and Victoria Courtney's Answer to Amended Complaint for Declaratory and Injunctive Relief and *Amended* Counterclaim in Case No. A-17-761884-C	II	0219 – 0261
4/3/2018	Defendants-Counter Plaintiffs Clark County Education Association's, John Vellardita's and Victoria Courtney's	II	0262 – 0293

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
	Motion for Injunction and attached Vellardita Declaration in Case No. A-17-761884-C		
4/4/2018	Scheduling Order in Case No. A-17-761884-C	II	0294 – 0296
4/9/2018	Plaintiffs-Counterclaim Defendants Reply/Answer to Amended Counterclaim in Case No. A-17-761884-C	II	0297 – 0326
4/19/2018	Order Setting Civil Non-Jury Trial, Pre-Trial Conference Calendar Call, and Status Check in Case No. A-17-761884-C	II	0327 – 0330
5/2/2018	Hearing Transcript, Hearing on Defendants’ Motion to Dismiss; Motion for Preliminary Injunction; Show Cause Hearing in Case No. A-17-761884-C (04/23/2018)	III	0331 – 0508
5/11/2018	Notice of Entry of Order and Order Denying CCEA Parties’ Motion for Preliminary Injunction in Case No. A-17-761884-C	III	0509 – 0513
5/11/2018	Notice of Entry of Order and Order re Writ of Attachment in Case No. A-17-761884-C	III	0514 – 0520
6/6/2018	Second Amended Complaint for Declaratory and Injunctive Relief in Case No. A-17-761884-C	III	0521 – 0557

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
6/18/2018	Exhibit 8 to CCEA Parties' Motion for Partial Summary Judgment in Case No. A-17-761364-C ¹	III	0558 – 0560
6/18/2018	Hearing Transcript, Defendants – Counter Plaintiffs CCEA Parties' Motion for Injunction in Case No. A-17-761884-C (05/01/2018)	III	0561 – 0573
7/10/2018	Defendant – Counter Plaintiffs Clark County Education Association's, John Vellardita's and Victoria Courney's Answer to Second Amended Complaint for Declaratory and Injunctive Relief and Second Amended Counterclaim in Consolidated Case	IV	0574 – 0611
7/20/2018	Declaration of Brian Lee in Support of NSEA Defendants' Opposition to Plaintiffs' Motion for Partial Summary Judgment and Exhibits A, and E through H	IV	0613 – 0642
7/20/2018	Declaration of Ruben Murillo in Support of NSEA Defendants' Opposition to Plaintiffs' Motion for Partial Summary Judgment and Exhibit A	IV	0643 – 0650
9/05/2018	Scheduling Order	IV	0651 – 0653
10/11/2018	Order Setting Bench Trial, Calendar Call	IV	0654 – 0659

¹ Where Appellants have included select exhibits to a document filed in the district court, the document's cover page with the file stamp is included as well.

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
11/9/2018	Affidavit of Brian Lee in Support of NSEA and NEA Plaintiffs' Motion for Partial Summary Judgment	IV	0660 – 0664
11/9/2018	Affidavit of Henry Pines in Support of NSEA and NEA Plaintiffs' Motion for Partial Summary Judgment and Exhibits B, D, F, H, I, and J ²	V	0665 – 0837 (Portions Under Seal)
12/3/2018	Hearing Transcript, All Pending Motions (11/15/18)	VI	0838 – 0953
12/5/2018	Notice of Entry of Order and Order Denying in Part, and Granting in Part, CCEA Parties' Partial Motion to Dismiss Second Amended Complaint of the NSEA Parties	VI	0954 – 0961
12/05/2018	Notice of Entry of Order and Order Granting NSEA Parties' Motion to Dismiss CCEA Parties' Second Amended Counterclaim	VI	0962 – 0967
12/12/2018	CCEA Parties' Opposition to NSEA Parties' Motion for Partial Summary Judgment and Countermotion and Exhibits 8 and 9	VI	0968 – 1010
12/12/2018	Affidavit of John Vellardita in Support of CCEA Parties' Opposition to NSEA Parties' Motion for Partial Summary Judgment and Countermotion for Partial Summary Judgment	VI	1011 – 1017

² Because Exhibits D and J were marked confidential by the CCEA Parties and filed under seal in the district court, on CCEA's request, the NSEA Parties have submitted it under seal in this Court on the understanding that the CCEA Parties will be filing a motion to the Court to keep it under seal.

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
12/20/2018	Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting Plaintiffs' Motion for Partial Summary Judgment	VI	1018 – 1029
1/23/2019	Declaration of Robert Benson in Opposition to the CCEA Parties' Countermotion for Partial Summary Judgment	VI	1030 – 1033
01/23/2019	Declaration of Diane DiArchangel in Opposition to the CCEA Parties' Countermotion for Partial Summary Judgment and Exhibits 4A, 4B, and 4C	VI	1034 – 1051
1/23/2019	Declaration of Brian Lee in Support of NSEA and NEA Plaintiffs' Motion for Partial Summary Judgment and Exhibits A, B, and D through H	VII	1052 – 1122
1/23/2019	Declaration of Brian Lee in Opposition to CCEA Parties' Countermotion for Partial Summary Judgment and Exhibit A	VII	1123 – 1130
1/23/2019	Declaration of Henry Pines in Opposition to the CCEA Parties' Countermotion for Partial Summary Judgment and Exhibits A through E, L and M ³	VII	1131 – 1183 (Portions Under Seal)
1/23/2019	Declaration of James P Testerman in Support of Plaintiffs' Motion for Partial Summary Judgment and	VII	1185 – 1221

³ Because Exhibit M was marked confidential by the CCEA Parties and filed under seal in the district court, on CCEA's request, the NSEA Parties have submitted it under seal in this Court on the understanding that the CCEA Parties will be filing a motion to the Court to keep it under seal.

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
	Opposition to CCEA's Countermotion and Exhibit A		
1/23/2019	Declaration of Jason Wyckoff in Opposition to the CCEA Parties' Countermotion for Partial Summary Judgment and Exhibits 3A, 3B and 3D	VII	1222 – 1236
4/4/2019	CCEA Parties' Reply in Support of Motion for Partial Summary Judgment and Exhibits 16, 17, and 20 through 22	VII	1237 – 1288
5/23/2019	Hearing Transcript, Motion for Reconsideration, Motion for Partial Summary Judgment, Motion to Amend Complaint, Opposition and Countermotion, Motion for Partial Summary Judgment (05/09/2019)	VIII	1289 – 1529
6/28/2019	Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting in Part and Denying in Part NSEA Parties' Motion for Partial Reconsideration of the December 20, 2018 Findings of Fact, Conclusions of Law, and Order	IX	1530 – 1539
7/3/2019	Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting CCEA Parties' Motion to Alter or Amend Court's May 11, 2018 Order	IX	1540 – 1550
7/3/2019	Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting the Clark County Education Association Parties' Motion for	IX	1551 – 1569

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
	Partial Summary Judgment and Denying the Nevada State Education Association Parties' Motions for Partial Summary Judgment		
7/15/2019	Notice of Appeal	IX	1570 – 1573
10/17/2019	Notice of Entry of Order on Findings of Fact, Conclusions of Law, and Order Granting NSEA and NEA Plaintiffs' Motion for Stay Pending Appeal	IX	1574 – 1583

ALPHABETICAL INDEX TO APPELLANTS' APPENDIX

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
11/9/2018	Affidavit of Brian Lee in Support of NSEA and NEA Plaintiffs' Motion for Partial Summary Judgment	IV	0660 – 0664
11/9/2018	Affidavit of Henry Pines in Support of NSEA and NEA Plaintiffs' Motion for Partial Summary Judgment and Exhibits B, D, F, H, I, and J ¹	V	0665 – 0837 (Portions Under Seal)
12/12/2018	Affidavit of John Vellardita in Support of CCEA Parties' Opposition to NSEA Parties' Motion for Partial Summary Judgment and Countermotion for Partial Summary Judgment	VI	1011 – 1017
11/6/2017	Affidavit of Service re Clark County Education Association in Case No. A-17-761884-C	I	0127
11/6/2017	Affidavit of Service re Clark County School District in Case No. A-17-761884-C	I	0128
11/6/2017	Affidavit of Service re John Vellardita in Case No. A-17-761884-C	I	0129
12/5/2017	Affidavit of Service re Victoria Courtney in Case No. A-17-761884-C	I	0130
9/19/2017	Amended Complaint for Breach of Fiduciary Duty, Breach of Contract, and Declaratory Relief in Case No. A-17-761364-C	I	0032 – 0042

¹ Because Exhibits D and J were marked confidential by the CCEA Parties and filed under seal in the district court, on CCEA's request, the NSEA Parties have submitted it under seal in this Court on the understanding that the CCEA Parties will be filing a motion to the Court to keep it under seal.

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
2/27/2018	Amended Complaint for Declaratory and Injunctive Relief in Case No. A-17- 761884-C	I	0141 – 0175
10/30/2017	Answer to Complaint (including Motion to Dismiss) in Case No. A-17-761884-C	I	0093 – 0126
12/12/2018	CCEA Parties’ Opposition to NSEA Parties’ Motion for Partial Summary Judgment and Countermotion and Exhibits 8 and 9	VI	0968 – 1010
4/4/2019	CCEA Parties’ Reply in Support of Motion for Partial Summary Judgment and Exhibits 16, 17, and 20 through 22	VII	1237 – 1288
9/12/2017	Complaint for Breach of Fiduciary Duty, Breach of Contract, and Declaratory Relief in Case No. A-17-761364-C	I	0021 – 0031
9/21/2017	Complaint for Declaratory and Injunctive Relief in Case No. A-17-761884-C	I	0053 – 0071
1/23/2019	Declaration of Brian Lee in Opposition to CCEA Parties’ Countermotion for Partial Summary Judgment and Exhibit A	VII	1123 – 1130
1/23/2019	Declaration of Brian Lee in Support of NSEA and NEA Plaintiffs’ Motion for Partial Summary Judgment and Exhibits A, B, and D through H	VII	1052 – 1122
7/20/2018	Declaration of Brian Lee in Support of NSEA Defendants’ Opposition to Plaintiffs’ Motion for Partial	IV	0613 – 0642

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
	Summary Judgment and Exhibits A, and E through H		
01/23/2019	Declaration of Diane DiArchangel in Opposition to the CCEA Parties’ Countermotion for Partial Summary Judgment and Exhibits 4A, 4B, and 4C	VI	1034 – 1051
1/23/2019	Declaration of Henry Pines in Opposition to the CCEA Parties’ Countermotion for Partial Summary Judgment and Exhibits A through E, L and M ²	VII	1131 – 1183 (Portions Under Seal)
1/23/2019	Declaration of James P Testerman in Support of Plaintiffs’ Motion for Partial Summary Judgment and Opposition to CCEA’s Countermotion and Exhibit A	VII	1185 – 1221
1/23/2019	Declaration of Jason Wyckoff in Opposition to the CCEA Parties’ Countermotion for Partial Summary Judgment and Exhibits 3A, 3B and 3D	VII	1222 – 1236
1/23/2019	Declaration of Robert Benson in Opposition to the CCEA Parties’ Countermotion for Partial Summary Judgment	VI	1030 – 1033
7/20/2018	Declaration of Ruben Murillo in Support of NSEA Defendants’ Opposition to Plaintiffs’ Motion for	IV	0643 – 0650

² Because Exhibit M was marked confidential by the CCEA Parties and filed under seal in the district court, on CCEA’s request, the NSEA Parties have submitted it under seal in this Court on the understanding that the CCEA Parties will be filing a motion to the Court to keep it under seal.

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
	Partial Summary Judgment and Exhibit A		
7/10/2018	Defendant – Counter Plaintiffs Clark County Education Association’s, John Vellardita’s and Victoria Courney’s Answer to Second Amended Complaint for Declaratory and Injunctive Relief and Second Amended Counterclaim in Consolidated Case	IV	0574 – 0611
3/16/2018	Defendants – Counter Plaintiffs Clark County Education Association’s, John Vellardita’s and Victoria Courtney’s Answer to Amended Complaint for Declaratory and Injunctive Relief and Counterclaim in Case No. A-17-761884-C	II	0176 – 0218
3/21/2018	Defendants – Counter Plaintiffs Clark County Education Association’s, John Vellardita’s and Victoria Courtney’s Answer to Amended Complaint for Declaratory and Injunctive Relief and *Amended* Counterclaim in Case No. A-17-761884-C	II	0219 – 0261
2/21/2018	Defendants’ Answer to the Second Amended Complaint in Case No. A-17-761364-C	I	0131 – 0140
4/3/2018	Defendants-Counter Plaintiffs Clark County Education Association’s, John Vellardita’s and Victoria Courtney’s Motion for Injunction and attached Vellardita Declaration in Case No. A-17-761884-C	II	0262 – 0293
	Docket Case No. A-17-761884-C	I	0012 – 0020

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
	Docket, Case No. A-17-761364-C	I	0001 – 0011
6/18/2018	Exhibit 8 to CCEA Parties' Motion for Partial Summary Judgment in Case No. A-17-761364-C ³	III	0558 – 0560
12/3/2018	Hearing Transcript, All Pending Motions (11/15/18)	VI	0838 – 0953
6/18/2018	Hearing Transcript, Defendants – Counter Plaintiffs CCEA Parties' Motion for Injunction in Case No. A-17-761884-C (05/01/2018)	III	0561 – 0573
5/2/2018	Hearing Transcript, Hearing on Defendants' Motion to Dismiss; Motion for Preliminary Injunction; Show Cause Hearing in Case No. A-17-761884-C (04/23/2018)	III	0331 – 0508
5/23/2019	Hearing Transcript, Motion for Reconsideration, Motion for Partial Summary Judgment, Motion to Amend Complaint, Opposition and Countermotion, Motion for Partial Summary Judgment (05/09/2019)	VIII	1289 – 1529
7/15/2019	Notice of Appeal	IX	1570 – 1573
12/20/2018	Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting Plaintiffs' Motion for Partial Summary Judgment	VI	1018 – 1029

³ Where Appellants have included select exhibits to a document filed in the district court, the document's cover page with the file stamp is included as well.

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
6/28/2019	Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting in Part and Denying in Part NSEA Parties' Motion for Partial Reconsideration of the December 20, 2018 Findings of Fact, Conclusions of Law, and Order	IX	1530 – 1539
7/3/2019	Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting CCEA Parties' Motion to Alter or Amend Court's May 11, 2018 Order	IX	1540 – 1550
7/3/2019	Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting the Clark County Education Association Parties' Motion for Partial Summary Judgment and Denying the Nevada State Education Association Parties' Motions for Partial Summary Judgment	IX	1551 – 1569
5/11/2018	Notice of Entry of Order and Order Denying CCEA Parties' Motion for Preliminary Injunction in Case No. A-17-761884-C	III	0509 – 0513
12/5/2018	Notice of Entry of Order and Order Denying in Part, and Granting in Part, CCEA Parties' Partial Motion to Dismiss Second Amended Complaint of the NSEA Parties	VI	0954 – 0961
12/05/2018	Notice of Entry of Order and Order Granting NSEA Parties' Motion to Dismiss CCEA Parties' Second Amended Counterclaim	VI	0962 – 0967

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
5/11/2018	Notice of Entry of Order and Order re Writ of Attachment in Case No. A-17-761884-C	III	0514 – 0520
10/17/2019	Notice of Entry of Order on Findings of Fact, Conclusions of Law, and Order Granting NSEA and NEA Plaintiffs' Motion for Stay Pending Appeal	IX	1574 – 1583
10/11/2018	Order Setting Bench Trial, Calendar Call	IV	0654 – 0659
4/19/2018	Order Setting Civil Non-Jury Trial, Pre-Trial Conference Calendar Call, and Status Check in Case No. A-17-761884-C	II	0327 – 0330
4/9/2018	Plaintiffs-Counterclaim Defendants Reply/Answer to Amended Counterclaim in Case No. A-17-761884-C	II	0297 – 0326
9/05/2018	Scheduling Order	IV	0651 – 0653
4/4/2018	Scheduling Order in Case No. A-17-761884-C	II	0294 – 0296
10/26/2017	Second Amended Complaint for Breach of Fiduciary Duty, Breach of Contract, and Declaratory Relief in Case No. A-17-761364-C	I	0082 – 0092
6/6/2018	Second Amended Complaint for Declaratory and Injunctive Relief in Case No. A-17-761884-C	III	0521 – 0557
9/21/2017	Summons for Clark County Education Association in Case No. A-17-761884-C	I	0043 – 0047

DATE FILED	DOCUMENT	VOLUME	PAGE RANGE
9/21/2017	Summons for Clark County School District in Case No. A-17-761884-C	I	0048 – 0052
9/21/2017	Summons for John Vellardita in Case No. A-17-761884-C	I	0072 – 0076
9/21/2017	Summons for Victoria Courtney Case No. A-17-761884-C	I	0077 – 0081

AFFIRMATION

Pursuant to NRS 239B.030, the undersigned does hereby affirm that **APPELLANTS' APPENDIX** does not contain the social security number of any person.

Dated this 3rd day of February, 2020.

/s/ Debbie Leonard

Debbie Leonard (Nevada Bar No. 8260)
LEONARD LAW, PC
955 S. Virginia Street, Suite 220
Reno, NV 89502
(775) 964-4656
debbie@leonardlawpc.com

Robert Alexander
Matthew Clash-Drexler
Georgina C. Yeomans
BREDHOFF & KAISER, PLLC
805 15th Street, NW, Suite 1000
Washington DC 20005
(202) 842-2600
ralexander@bredhoff.com
mcdrexler@bredhoff.com
gyeomans@bredhoff.com

Attorneys for NSEA Appellants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Leonard Law, PC, and that on February 3, 2020, a copy of the foregoing document was electronically filed with the Clerk of the Court for the Nevada Supreme Court by using the Nevada Supreme Court's E-Filing system (E-Flex). Participants in the case who are registered with E-Flex as users will be served by the EFlex system. A flash drive containing Appellants' Appendix was served by first-class mail addressed as follows:

Michael Paretti
Snell & Wilmer, LLP
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, Nevada 89169

Joel D'Alba
200 West Jackson Blvd., Suite 720
Chicago, Illinois 60606

Kimberly C. Weber
McCracken, Stemerman & Holsberry, LLP
1630 South Commerce Street, Suite 1-A
Las Vegas, Nevada 89102

/s/ *Tricia Trevino*
An employee of Leonard Law, PC

[Skip to Main Content](#) [Logout](#) [My Account](#) [Search Menu](#) [New District Civil/Criminal Search](#) [Refine Search](#) [Back](#) Location : District Court Civil/Criminal [Help](#)

REGISTER OF ACTIONS

CASE No. A-17-761364-C

Clark County Education Association, Plaintiff(s) vs. Nevada State
Education Association, Defendant(s)

§
§
§
§
§
§
§

Case Type: Other Contract
Date Filed: 09/12/2017
Location: Department 4
Cross-Reference Case Number: A761364
Supreme Court No.: 79208

RELATED CASE INFORMATION

Related Cases
A-17-761884-C (Consolidated)

PARTY INFORMATION

Consolidated Case Party Clark County Education Association

Lead Attorneys
Bradley Austin
Retained
702-784-5247(W)

Defendant Galvin, Dana

Richard J. Pocker
Retained
7023827300(W)

Defendant Lal, Paul J.

Defendant Lee, Brian

Richard J. Pocker
Retained
7023827300(W)

Defendant Murillo, Ruben, Jr.

Richard J. Pocker
Retained
7023827300(W)

Defendant Nevada State Education Association

Richard J. Pocker
Retained
7023827300(W)

Defendant Wallace, Brian

Richard J. Pocker
Retained
7023827300(W)

Plaintiff Clark County Education Association

Richard G. McCracken
Retained
7023865107(W)

Plaintiff Courtney, Victoria

Richard G. McCracken
Retained
7023865107(W)

Plaintiff Frazee, James

Richard G. McCracken
Retained
7023865107(W)

Plaintiff Hollowood, Robert G

Richard G. McCracken
Retained
7023865107(W)

Plaintiff McCracken, Richard G.

Plaintiff Thrower, Maria

Richard G. McCracken
Retained
7023865107(W)

Plaintiff Weber, Kimberly C.

EVENTS & ORDERS OF THE COURT

DISPOSITIONS	
12/05/2018	Order of Dismissal (Judicial Officer: Earley, Kerry) Debtors: Nevada State Education Association (Defendant), Ruben Murillo, Jr. (Defendant) Creditors: Clark County Education Association (Plaintiff), Victoria Courtney (Plaintiff) Judgment: 12/05/2018, Docketed: 12/05/2018 Comment: Certain Claims
12/20/2018	Summary Judgment (Judicial Officer: Earley, Kerry) Debtors: Nevada State Education Association (Defendant), Dana Galvin (Defendant), Ruben Murillo, Jr. (Defendant), Brian Wallace (Defendant), Brian Lee (Defendant), Paul J. Lal (Defendant) Creditors: Clark County Education Association (Plaintiff), Victoria Courtney (Plaintiff), James Frazee (Plaintiff), Robert G Hollowood (Plaintiff), Maria Thrower (Plaintiff), Richard G. McCracken (Plaintiff), Kimberly C. Weber (Plaintiff) Judgment: 12/20/2018, Docketed: 12/20/2018 Comment: Certain Claim
07/03/2019	Partial Summary Judgment (Judicial Officer: Earley, Kerry) Debtors: Nevada State Education Association (Defendant), Dana Galvin (Defendant), Ruben Murillo, Jr. (Defendant), Brian Wallace (Defendant), Brian Lee (Defendant), Paul J. Lal (Defendant) Creditors: Clark County Education Association (Plaintiff) Judgment: 07/03/2019, Docketed: 07/03/2019 Comment: Certain Claims
OTHER EVENTS AND HEARINGS	
09/12/2017	Complaint <i>COMPLAINT BREACH OF FIDUCIARY DUTY; Case No. BREACH OF CONTRACT, AND DECLARATORY RELIEF</i>
09/12/2017	Initial Appearance Fee Disclosure <i>Initial Appearance Fee Disclosure</i>
09/13/2017	Summons Electronically Issued - Service Pending <i>Summons - Civil</i>
09/19/2017	Affidavit of Service <i>Affidavit of service on Defendant Ruben Murillo</i>
09/19/2017	Summons Electronically Issued - Service Pending <i>Summons on First Amended Complaint</i>
09/19/2017	Amended Complaint <i>Amended complaint for breach of fiduciary duty, breach of contract and declaratory relief</i>
09/21/2017	Affidavit of Service <i>Affidavit of service of summons and First Amended Complaint on NSEA</i>
09/21/2017	Affidavit of Service <i>Affidavit of Service of Summons and First Amended Complaint on Brian Lee</i>
09/21/2017	Affidavit of Service <i>Affidavit of Service of Summons and First Amended Complaint on Ruben Murillo</i>
10/04/2017	Stipulation <i>Joint Stipulation</i>
10/04/2017	Initial Appearance Fee Disclosure <i>Initial Appearance Fee Disclosure (NRS Chapter 19)</i>
10/26/2017	Second Amended Complaint <i>Second Amended Comp. for Breach of Fiduciary Duty; Brach of Contract, and Declaratory Relief</i>
10/26/2017	Summons Electronically Issued - Service Pending <i>Summons on Second Amended Complaint-Civil</i>
10/26/2017	Stipulation and Order <i>Joint Stipulation</i>
10/26/2017	Notice of Entry <i>Notice of entry of joint stipulation</i>
10/26/2017	Affidavit of Service <i>Summons with Affidavit of Service on Defendants Nevada State Education Association, Ruben Murillo Jr. and Brian Lee</i>
10/26/2017	Motion to Associate Counsel <i>Motion to Associate Counsel</i>
10/26/2017	Motion to Associate Counsel <i>Motion to Associate Counsel</i>
10/26/2017	Motion to Associate Counsel <i>Motion to Associate Counsel</i>
10/26/2017	Certificate of Mailing <i>Certificate of Mailing</i>
10/26/2017	Certificate of Mailing <i>Certificate of Mailing</i>
10/26/2017	Certificate of Mailing <i>Certificate of Mailing</i>
11/03/2017	Joinder <i>Joinder In Defendant Clark County Schools District's Motion To Dismiss (Amended)</i>
11/03/2017	Joinder <i>Joinder In Defendant Clark County School District's Motion To Dismiss</i>
11/06/2017	Motion to Dismiss <i>Defendants' Partial Motion to Dismiss</i>
11/06/2017	Declaration <i>Declaration of Brian Lee In Support of Defendants' Partial Motion to Dismiss</i>
11/09/2017	Certificate of Service <i>Certificate of Service</i>
11/20/2017	Stipulation and Order <i>Joint Stipulation</i>

11/21/2017 **Notice of Entry of Stipulation and Order**
Notice of Entry of Joint Stipulation (and Order)

11/29/2017 **Motion to Associate Counsel** (3:00 AM) (Judicial Officer Israel, Ronald J.)
Motion to Associate Counsel [James Graham Lake, Esq.]
 Result: Granted

11/29/2017 **Motion to Associate Counsel** (3:00 AM) (Judicial Officer Israel, Ronald J.)
Motion to Associate Counsel [John M. West, Esq.]
 Result: Granted

11/29/2017 **Motion to Associate Counsel** (3:00 AM) (Judicial Officer Israel, Ronald J.)
Motion to Associate Counsel [Matthew Clash-Drexler, Esq.]
 Result: Granted

11/29/2017 **All Pending Motions** (3:00 AM) (Judicial Officer Israel, Ronald J.)
All Pending Motions (11/29/17)
Minutes
 Result: Matter Heard

12/04/2017 **Order Admitting to Practice**
Order Admitting to Practice James Graham Lake, Esq.

12/04/2017 **Order Admitting to Practice**
Order Admitting to Practice John M. West, Esq.

12/04/2017 **Order Admitting to Practice**
Order Admitting to Practice Matthew Clash-Drexler, Esq.

12/04/2017 **Notice of Entry of Order**
Notice of Entry of Order Admitting to Practice John M. West, Esq.

12/04/2017 **Notice of Entry of Order**
Notice of Entry of Order Admitting to Practice Matthew Clash-Drexler, Esq.

12/04/2017 **Notice of Entry of Order**
Notice of Entry of Order Admitting to Practice James Graham Lake, Esq.

12/06/2017 **Opposition to Motion to Dismiss**
Plaintiff's Response to Defendants' Partial Motion to Dismiss

01/08/2018 **Reply in Support**
Defendants' Reply in Support of Partial Motion to Dismiss

01/15/2018 **Motion to Consolidate**
(2/13/18 Withdrawn) Plaintiff's Motion for Consolidation

01/16/2018 **Motion to Dismiss** (9:00 AM) (Judicial Officer Israel, Ronald J.)
Defendants' Partial Motion to Dismiss
12/07/2017 Reset by Court to 01/16/2018
 Result: Denied

01/16/2018 **Joinder** (9:00 AM) (Judicial Officer Israel, Ronald J.)
Plaintiffs Joinder In the Clark County School District's Motion To Dismiss
Parties Present
12/07/2017 Reset by Court to 01/16/2018
 Result: Denied

01/16/2018 **All Pending Motions** (9:00 AM) (Judicial Officer Israel, Ronald J.)
All Pending Motions (01/16/18)
Parties Present
Minutes
 Result: Matter Heard

01/29/2018 **Stipulation and Order**
Stipulation and Order to Associate Counsel

01/29/2018 **Notice of Entry**
Notice of entry of stipulation and order to associate counsel

01/29/2018 **Stipulation and Order**
Stipulation and Order to Associate Counsel

01/29/2018 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order to Associate Counsel

02/01/2018 **Order Denying Motion**
Order Denying Defendants' Partial Motion to Dismiss

02/01/2018 **Response**
Defendants' Response to Plaintiffs' Motion for Consolidation

02/02/2018 **Notice of Entry of Order**
Notice of Entry of Order Denying Defendants' Partial Motion to Dismiss

02/07/2018 **Notice**
Notice of Intent to Appear by Communication Equipment

02/08/2018 **Amended Notice**
Corrected Notice of Intent to Appear by Communication Equipment

02/13/2018 **Notice of Withdrawal of Motion**
Plaintiff's Notice and Statement Withdrawing Motion to Consolidate

02/16/2018 **Notice**
Defendants' Notice Regarding Plaintiffs' Withdrawal of Motion to Consolidate

02/20/2018 **CANCELED Motion to Consolidate** (9:00 AM) (Judicial Officer Israel, Ronald J.)
Vacated
Plaintiff's Motion for Consolidation (A761364 & A761884)

02/21/2018 **Answer to Amended Complaint**
Defendants' Answer to the Second Amended Complaint

02/21/2018 **Answer to Amended Complaint**
Defendants' Answer To The Second Amended Complaint

03/22/2018 **Affidavit of Attempted Service**
Affidavit of Attempts - Dana Galvin

03/26/2018 **Notice of Association of Counsel**
Notice of Association of Counsel

03/26/2018 **Motion to Associate Counsel**
Motion to Associate Counsel

03/28/2018 **Certificate of Mailing**
Certificate of Mailing Re Motion to Associate Counsel-CCEA

04/27/2018 **Notice**
Notice of Appearance

05/02/2018 **Motion to Associate Counsel** (3:00 AM) (Judicial Officer Israel, Ronald J.)
Motion to Associate Counsel - Robert Alexander, Esq.
Minutes
Result: Granted

05/03/2018 **Order Admitting to Practice**
Order Admitting to Practice Robert Alexander, Esq.

05/03/2018 **Notice of Entry of Order**
Notice of Entry of Order Admitting to Practice Robert Alexander, Esq.

05/15/2018 **Affidavit of Attempted Service**
Affidavit of Attempts - of Summons and Second Amended Complaint on Brian Wallage

05/15/2018 **Stipulation**
Joint Stipulation Continuing Time in Which the Parties Must complete the Early Case conference

05/15/2018 **Notice of Entry**
Notice of entry of Order on Joint Stipulation Continuing Time in Which parties must Complete Early Case Conference

05/17/2018 **Motion to Consolidate**
Plaintiffs' Motion to Consolidate Cases A-17-761364-C and A-17-761884-C

05/21/2018 **Joint Case Conference Report**
Joint Early Case Conference Report

05/25/2018 **Order**
Proposed Protective Order With Respect to Confidentiality

05/25/2018 **Notice of Entry of Order**
Notice of Entry of Protective Order With Respect to Confidentiality

06/05/2018 **Opposition to Motion**
NSEA defendants' Opposition to Plaintiffs' Motion to Consolidate Cases A-17-761364-C and A-17-761884-C

06/12/2018 **Reply in Support**
Plaintiffs' Reply in Support of Motion to Consolidate Cases A-17-761364-C and A-17-761884-C

06/18/2018 **Motion for Partial Summary Judgment**
Plaintiffs' Motion for Partial Summary Judgment

06/19/2018 **Motion to Consolidate** (9:00 AM) (Judicial Officer Israel, Ronald J.)
Plaintiffs' Motion to Consolidate Cases A-17-761364-C and A-17-761884-C
Parties Present
Minutes
Result: Granted

06/20/2018 **Recorders Transcript of Hearing**
Recorder's Transcript of Hearing Plaintiffs' Motion to Consolidate Cases A-17-761364-C and A-17-761884-C 6/19/18

06/29/2018 **Order Granting Motion**
Order Granting Plaintiffs' Motion to Consolidate Cases A-17-761364-C and A-17-761884-C

07/02/2018 **Case Reassigned to Department 1**
Reassigned From Judge Israel - Dept 28

07/02/2018 **Notice of Entry of Order**
Notice of Entry of Order Granting Plaintiffs' Motion to Consolidate Cases A-17-761364-C and A-17-761884-C

07/09/2018 **Peremptory Challenge**
Peremptory Challenge of Judge

07/09/2018 **Motion to Dismiss**
Defendants-Counter Plaintiffs Clark County Education Association s John Vellardita's and Victoria Courtney's Notice of Motion and Partial Motion to Dismiss Second Amended Complaint for Declaratory and Injunctive Relief

07/09/2018 **Non Opposition**
Clark County Education Association John Vellardita, Victoria Courtney, James Frazee, Robert G. Hollowood and Maria Neisess' Notice of Non-Opposition to Motion to File Bank Records Under Seal

07/10/2018 **Notice to Appear for Discovery Conference**
Notice to Appear for Discovery Conference

07/10/2018 **Notice of Department Reassignment**
Notice of Department Reassignment

07/10/2018 **Answer**
(A761884) Defendant-Counter Plaintiffs Clark County Education Association's, John Vellardita's and Victoria Courtney's Answer to Second Amended Complaint for Declaratory and Injunctive Relief and Second Amended Counterclaim

07/11/2018 **Stipulation and Order**
Stipulation and Order for Extension of Time for Defendants to Respond to Plaintiffs' Partial Motion for Summary Judgment and Set Briefing Schedule and Hearing Date

07/12/2018 **Stipulation and Order**
Stipulation and Order for Extension of Time for Defendants to Answer or Otherwise Plead to Second Amended Complaint for Declaratory and Injunctive Relief

07/12/2018 **Opposition to Motion to Dismiss**
Defendants - Counterclaimants' Opposition to Plaintiffs' Motion to Dismiss Second Amended Counterclaim

07/13/2018 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order for Extension of Time for Defendants to Respond to Plaintiffs' Partial Motion for Summary Judgment and Set Briefing Schedule and Hearing Date

07/13/2018 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order for Extension of Time for Defendants to Answer or Otherwise Plead to Second Amended Complaint for Declaratory and Injunctive Relief

07/16/2018 **Opposition to Motion to Compel**
Defendants Counterclaimants Opposition to Motion to Compel Complete Responses to their First Set of Interrogatories and their First Set of Requests for Production

07/20/2018 **Opposition to Motion**
NSEA Defendants' Opposition to Plaintiffs' Motion for Partial Summary Judgment (in No. A-17-761364-C)

07/20/2018 **Statement**
NSEA Defendants' Concise statement of Facts in Support of NSEA Defendants' Opposition to Plaintiffs' Motion for Partial Summary Judgment (in No. A-17-761364-C)

07/20/2018 **Declaration**
Declaration of Brian Lee in Support of NSEA Defendants' Opposition to Plaintiffs' Motion for Partial Summary Judgment (in No. A-17-761364-C)

07/20/2018 **Declaration**
Declaration of Ruben Murillo in Support of NSEA Defendants' Opposition to Plaintiffs' Motion for Partial Summary Judgment (in No. A-17-761364-C)

07/25/2018 **Stipulation and Order**
Stipulation & Order for an Extension of Time for the NSEA Parties to File Their Opposition to the CCEA Parties' Motion to Dismiss 2d.Am.Compl.

07/25/2018 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation & Order for Ext. of Time for NSEA to File Opp. to CEA Mot. to Dismiss 2nd.Am.Compl.

07/25/2018 **Filed Under Seal**
Reply of the NSEA Parties in Support of Motion to Compel Complete Responses to Their First Sets of Interrogatories and Requests for Production (in No. A-17-761884-C)

08/01/2018 **Motion to Compel** (9:30 AM) (Judicial Officer Bulla, Bonnie)
08/01/2018, 09/26/2018, 11/16/2018
COURT CALL - NSEA Parties' Motion to Compel Complete Responses to Their First Set of Interrogatories and Their First Set of Requests for Production (Motion filed in A761884 on 6-29-18 and NSEA Parties are Plaintiffs in A761884 / Consolidated 7-2-18 in Notice of Entry of Order)
Parties Present
Minutes
09/07/2018 Reset by Court to 09/26/2018
11/14/2018 Reset by Court to 11/16/2018
11/16/2018 Reset by Court to 11/16/2018
Result: Matter Continued

08/01/2018 **Discovery Conference** (9:30 AM) (Judicial Officer Bulla, Bonnie)
COURT CALL - Discovery Conference
08/07/2018 Reset by Court to 08/01/2018
Result: Scheduling Order Will Issue

08/01/2018 **All Pending Motions** (9:30 AM) (Judicial Officer Bulla, Bonnie)
Parties Present
Minutes
Result: Matter Heard

08/02/2018 **Opposition**
NSEA Parties Opposition to CCEA Parties' Partial Motion to Dismiss the Second Amended Complaint

08/14/2018 **Reply in Support**
Reply of NSEA Parties in Support of Motion to Dismiss Second Amended Counterclaim (in No. A-17-761884-C)

08/14/2018 **Reply in Support**
CCEA Parties' Reply in Support of Motion for Partial Summary Judgment

08/14/2018 **Reply in Support**
CCEA Parties' Reply in Support of Partial Motion to Dismiss the Second Amended Complaint

08/16/2018 **Notice of Hearing**
Notice of Hearing

09/04/2018 **CANCELED Status Check** (9:00 AM) (Judicial Officer Earley, Kerry)
Vacated - per Secretary
08/30/2018 Reset by Court to 08/30/2018
08/30/2018 Reset by Court to 09/04/2018

09/05/2018 **Scheduling Order**
Scheduling Order

09/13/2018 **Notice of Rescheduling of Hearing**
Notice of Rescheduling of Hearing

09/19/2018 **Supplemental Brief**
Supplemental Brief of the NSEA Parties in Support of Motion to Compel Complete Responses to Their First Sets of Interrogatories and Requests for Production

09/20/2018 **Notice of Rescheduling of Hearing**
Notice of Rescheduling of Hearing

09/24/2018 **Opposition to Motion to Compel**
Defendants - Counterclaimants' Opposition to Supplemental Brief of the NSEA Parties in Support of Motion to Compel

10/01/2018 **Recorders Transcript of Hearing**
Recorders Transcript of Hearing - Court Call - Plaintiffs' Motion to Compel Complete Responses to Their First Set of Interrogatories and Their First Set of Requests for Production - heard on Sept. 26, 2018

10/01/2018 **Notice of Withdrawal of Attorney**
Notice of Withdrawal of John M. West as Counsel for NSEA Parties

10/03/2018 **Notice of Rescheduling of Hearing**
Notice of Rescheduling of Hearing

10/10/2018 **Order Setting Civil Bench Trial**
Order Setting Civil Bench Trial

10/18/2018 **CANCELED Pre Trial Conference** (10:15 AM) (Judicial Officer Earley, Kerry)
Vacated - per Secretary
10/18/2018 Reset by Court to 10/18/2018
10/18/2018 Reset by Court to 10/18/2018

10/22/2018 **Objection to Discovery Commissioners Report and Recommend**
NSEA Parties' Objection to Discovery Commissioner's Report and Recommendations

10/30/2018 **Opposition**
CCEA Parties' Opposition to the NSEA Parties' Objection to Discovery Commissioner's Report and Recommendations

11/01/2018 **Discovery Commissioners Report and Recommendations**
Discovery Commissioner's Report and Recommendation

11/02/2018 **Notice of Entry of Order**
Notice of Entry of Order on Discovery Commissioner's Report and Recommendations

11/09/2018 **Filed Under Seal**
Plaintiff's NSEA's and NEA's Motion for Partial Summary Judgment

11/12/2018 **Receipt of Copy**
Receipt of Copy Re: Plaintiffs NSEA's and NEA's Motion for Partial Summary Judgment Filed Under Seal

11/12/2018 **Certificate of Mailing**
Certificate of Mailing Re: Plaintiffs NSEA's and NEA's Motion for Partial Summary Judgment Filed Under Seal

11/13/2018 **CANCELED Calendar Call** (9:00 AM) (Judicial Officer Earley, Kerry)
Vacated - On in Error
 11/13/2018 *Reset by Court to 11/13/2018*
 11/13/2018 *Reset by Court to 11/13/2018*

11/13/2018 **Minute Order** (2:00 PM) (Judicial Officer Earley, Kerry)
Minutes
 Result: Minute Order - No Hearing Held

11/13/2018 **Supplemental**
Defendants-Counterclaimants' Second Supplemental Brief Regarding the NSEA Parties' Motion to Compel

11/14/2018 **Supplemental Brief**
NSEA Parties' Second Supplemental Brief in Support of Their Motion to Compel, and in Response to the CCEA Parties' November 13 Brief

11/15/2018 **Motion for Partial Summary Judgment** (9:00 AM) (Judicial Officer Earley, Kerry)
Plaintiffs' Motion for Partial Summary Judgment
 07/19/2018 *Reset by Court to 07/24/2018*
 07/24/2018 *Reset by Court to 08/15/2018*
 08/15/2018 *Reset by Court to 08/21/2018*
 08/21/2018 *Reset by Court to 09/21/2018*
 09/21/2018 *Reset by Court to 10/18/2018*
 10/18/2018 *Reset by Court to 10/25/2018*
 10/25/2018 *Reset by Court to 11/15/2018*
 Result: Granted

11/15/2018 **CANCELED Motion to Seal/Redact Records** (9:00 AM) (Judicial Officer Earley, Kerry)
Vacated
Plaintiff's Motion to File Bank Records Under Seal [Sub Case]
 07/25/2018 *Reset by Court to 07/26/2018*
 07/26/2018 *Reset by Court to 07/31/2018*
 07/31/2018 *Reset by Court to 08/21/2018*
 08/21/2018 *Reset by Court to 09/21/2018*
 09/21/2018 *Reset by Court to 10/18/2018*
 10/18/2018 *Reset by Court to 10/25/2018*
 10/25/2018 *Reset by Court to 11/15/2018*

11/15/2018 **Motion to Dismiss** (9:00 AM) (Judicial Officer Earley, Kerry)
Plaintiffs' Motion to Dismiss Second Amended Counterclaim [Sub Case]
 07/24/2018 *Reset by Court to 07/31/2018*
 07/24/2018 *Reset by Court to 07/24/2018*
 07/31/2018 *Reset by Court to 08/21/2018*
 08/21/2018 *Reset by Court to 09/21/2018*
 09/21/2018 *Reset by Court to 10/18/2018*
 10/18/2018 *Reset by Court to 10/25/2018*
 10/25/2018 *Reset by Court to 11/15/2018*
 Result: Granted

11/15/2018 **Motion to Dismiss** (9:00 AM) (Judicial Officer Earley, Kerry)
Defendants-Counter Plaintiffs Clark County Education Association's, John Vellardita's and Victoria Courtney's Notice of Motion and Partial Motion to Dismiss Second Amended Complaint for Declaratory and Injunctive Relief
 08/14/2018 *Reset by Court to 08/21/2018*
 08/21/2018 *Reset by Court to 09/21/2018*
 09/21/2018 *Reset by Court to 10/18/2018*
 10/18/2018 *Reset by Court to 10/25/2018*
 10/25/2018 *Reset by Court to 11/15/2018*
 Result: Granted in Part

11/15/2018 **CANCELED All Pending Motions** (9:00 AM) (Judicial Officer Earley, Kerry)
Vacated - Duplicate Entry
Firm Setting

11/15/2018 **All Pending Motions** (9:00 AM) (Judicial Officer Earley, Kerry)
Parties Present
Minutes
 Result: Matter Heard

11/15/2018 **CANCELED Minute Order** (9:00 AM) (Judicial Officer Earley, Kerry)
Vacated - Set in Error

11/15/2018 **Minute Order** (2:00 PM) (Judicial Officer Earley, Kerry)
Minutes
 Result: Minute Order - No Hearing Held

11/19/2018 **CANCELED Bench Trial** (9:00 AM) (Judicial Officer Earley, Kerry)
Vacated - On in Error
 11/19/2018 *Reset by Court to 11/19/2018*
 11/19/2018 *Reset by Court to 11/19/2018*

11/29/2018 **CANCELED Status Check: Compliance** (3:00 AM) (Judicial Officer Bulla, Bonnie)
Vacated - per Commissioner

12/03/2018 **Recorders Transcript of Hearing**
Recorder's transcript of hearing

12/04/2018 **Stipulation and Order**
Stipulation and Order for Extension of Time for Defendant CCEA to Respond to, and for Resetting Hearing Date on, NSEA and NSEA Plaintiffs' Motion for Partial Summary Judgment Filed Under Seal

12/04/2018 **Notice of Rescheduling of Hearing**
Notice of Rescheduling of Hearing

12/05/2018 **Notice of Entry of Order**
Notice of Entry of Order Re: Stipulation and Order for Extension of Time for Defendant CCEA to Respond to, and for Resetting Hearing Date on, NSEA and NEA Plaintiffs' Motion for Partial Summary Judgment Filed Under Seal

12/05/2018 **Order**
Order Granting NSEA Parties' Motion to Dismiss CCEA Parties' Second Amended Counterclaim

12/05/2018 **Order**
Order Denying in Part, and Granting in Part, CCEA Parties' Partial Motion to Dismiss Second Amended Complaint of the NSEA Parties

12/05/2018 **Notice of Entry of Order**
Notice of Entry of Order Denying in Part, and Granting in Part, CCEA Parties' Partial Motion to Dismiss Second Amended Complaint of the NSEA Parties

12/05/2018 **Notice of Entry of Order**
Notice of Entry of Order Granting NSEA Parties' Motion to Dismiss CCEA Parties' Second Amended Counterclaim

12/12/2018 **Motion**
CCEA Parties' Motion to Alter or Amend Court's May 11, 2018 Order Pursuant to NRCP 59(e) and 60(b)

12/12/2018 **Opposition to Motion**
CCEA Parties' Opposition to NSEA Parties' Motion for Partial Summary Judgment -and- Countermotion for Partial Summary Judgment

12/13/2018 **Initial Appearance Fee Disclosure**
CCEA Parties' Initial Appearance Fee Disclosure

12/20/2018 **Findings of Fact, Conclusions of Law and Order**
(A761364 and A761884) Findings of Fact, Conclusions of Law and Order Granting Plaintiffs' Motion for Partial Summary Judgment

12/20/2018 **Notice of Entry of Findings of Fact, Conclusions of Law**
Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting Plaintiffs Motion for Partial Summary Judgment

01/03/2019 **Discovery Commissioners Report and Recommendations**
Discovery Commissioner's Report and Recommendations

01/03/2019 **Notice of Entry of Order**
Notice of Entry of Order on Discovery Commissioner's Report and Recommendations

01/07/2019 **Stipulation and Order**
Stipulation and Order

01/09/2019 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order

01/10/2019 **Motion to Reconsider**
NSEA PARTIES' MOTION FOR PARTIAL RECONSIDERATION OF THE DECEMBER 20 FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

01/17/2019 **CANCELED Status Check: Compliance** (3:00 AM) (Judicial Officer Truman, Erin)
Vacated - per Commissioner

01/23/2019 **Filed Under Seal**
NSEA Parties' Opposition to CCEA Parties' Countermotion for Partial Summary Judgment

01/23/2019 **Declaration**
DECLARATION OF HENRY PINES IN SUPPORT OF NSEA PARTIES' MOTION FOR PARTIAL SUMMARY JUDGMENT

01/23/2019 **Opposition to Motion**
NSEA Parties' Opposition to CCEA Parties' Motion to Alter or Amend the Court's May 11, 2018 Order

01/23/2019 **Declaration**
DECLARATION OF BRIAN LEE IN SUPPORT OF NSEA AND NEA PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT

01/23/2019 **Declaration**
DECLARATION OF JAMES P. TESTERMAN IN SUPPORT OF NSEA AND NEA PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT AND OPPOSITION TO CCEA'S COUNTERMOTION

01/23/2019 **Statement**
NSEA AND NEA PLAINTIFFS' CONCISE STATEMENT OF UNDISPUTED FACTS IN SUPPORT OF NSEA AND NEA PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT

01/23/2019 **Motion for Partial Summary Judgment**
NSEA and NEA Plaintiffs' Motion for Partial Summary Judgment

01/24/2019 **Receipt of Copy**
RECEIPT OF COPY RE: NSEA PARTIES' OPPOSITION TO CCEA PARTIES' COUNTERMOTION FOR PARTIAL SUMMARY JUDGMENT

01/24/2019 **Certificate of Mailing**
CERTIFICATE OF MAILING RE: NSEA PARTIES' OPPOSITION TO CCEA PARTIES' COUNTERMOTION FOR PARTIAL SUMMARY JUDGMENT

02/21/2019 **Stipulation and Order**
Stipulation and Order to Stay Discovery and Extend the Discovery Deadline

02/22/2019 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order to Stay Discovery and Extend the Discovery Deadline (First Request)

02/25/2019 **Opposition to Motion**
CCEA Parties' Opposition to NSEA Parties' Motion for Partial Reconsideration of the December 20 Findings of Fact, Conclusions of Law, and Order

02/25/2019 **Opposition to Motion For Summary Judgment**
CCEA Parties' Opposition to NSEA Parties' Motion for Partial Summary Judgment

02/25/2019 **Stipulation and Order**
Stipulation and Order to Extend Briefing Schedule and to Consolidate Hearings

02/27/2019 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order to Extend Briefing Schedule and to Consolidate Hearings

03/26/2019 **Transcript of Proceedings**
Defendants' Partial Motion to Dismiss Plaintiffs' Joinder in the Clark County School District's Motion to Dismiss

04/04/2019 **Reply**
NSEA and NEA Plaintiffs' Reply in Support of Their Motion for Partial summary Judgment (NEA Bylaws, NSEA Bylaws)

04/04/2019 **Declaration**
Declaration of Henry Pines in Support of NSEA Parties' Motion for Partial Summary Judgment (NSEA and NEA Bylaws)

04/04/2019 **Reply**
NSEA and NEA Plaintiffs' Reply in Support of Their Motion for Partial Summary Judgment (Conversion)

04/04/2019 **Reply in Support**
CCEA Parties' Reply in Support of Motion to Alter or Amend Court's May 11, 2018 Order Pursuant to NRCP 59(e) and 60(b)

04/04/2019 **Reply**
Reply of the NSEA Parties in Support of Motion for Partial Reconsideration of the December 20 Findings of Fact, Conclusions of Law, and Order

04/04/2019 **Reply in Support**
CCEA Parties' Reply in Support of Motion for Partial Summary Judgment

04/18/2019 **CANCELED Motion for Partial Summary Judgment** (9:00 AM) (Judicial Officer Earley, Kerry)
Vacated
Plaintiff's NSEA's and NEA's Motion for Partial Summary Judgment
01/08/2019 Reset by Court to 01/31/2019
01/31/2019 Reset by Court to 03/07/2019
03/07/2019 Reset by Court to 04/18/2019

04/18/2019 **CANCELED Motion to Amend Judgment** (9:00 AM) (Judicial Officer Earley, Kerry)
Vacated
CCEA Parties' Motion to Alter or Amend Court's May 11, 2018 Order Pursuant to NRCP 59(e) and 60(b)
02/05/2019 Reset by Court to 03/07/2019
03/07/2019 Reset by Court to 04/18/2019

04/18/2019 **CANCELED Opposition and Countermotion** (9:00 AM) (Judicial Officer Earley, Kerry)
Vacated
CCEA Parties Opposition to NSEA Parties' Motion for Partial Summary Judgment and Countermotion for Partial Summary Judgment
01/31/2019 Reset by Court to 03/07/2019
03/07/2019 Reset by Court to 04/18/2019

04/18/2019 **CANCELED Motion For Reconsideration** (9:00 AM) (Judicial Officer Earley, Kerry)
Vacated
NSEA Parties' Motion for Partial Reconsideration of the December 20 Findings of Fact, Conclusion of Law, and Order
02/28/2019 Reset by Court to 04/18/2019

04/18/2019 **CANCELED Motion for Partial Summary Judgment** (9:00 AM) (Judicial Officer Earley, Kerry)
Vacated
NSEA and NEA Plaintiffs' Motion for Partial Summary Judgment
03/19/2019 Reset by Court to 04/18/2019

05/09/2019 **Motion For Reconsideration** (9:00 AM) (Judicial Officer Earley, Kerry)
Result: Matter Heard

05/09/2019 **Motion for Partial Summary Judgment** (9:00 AM) (Judicial Officer Earley, Kerry)
Result: Matter Heard

05/09/2019 **Motion to Amend Complaint** (9:00 AM) (Judicial Officer Earley, Kerry)
Result: Matter Heard

05/09/2019 **Opposition and Countermotion** (9:00 AM) (Judicial Officer Earley, Kerry)
Result: Matter Heard

05/09/2019 **Motion for Partial Summary Judgment** (9:00 AM) (Judicial Officer Earley, Kerry)
Result: Matter Heard

05/09/2019 **All Pending Motions** (9:00 AM) (Judicial Officer Earley, Kerry)
Parties Present
Minutes
Result: Matter Heard

05/17/2019 **Receipt of Copy**
Receipt of Copy Re: NSEA Defendants' Notice of Taking Rule 30(B)(6) Videotaped Deposition

05/23/2019 **Recorders Transcript of Hearing**
Recorder's Transcript of Hearing RE: All Pending Motions

05/30/2019 **Stipulation and Order**
Stipulation and Order to Stay Discovery and Litigation Pending Appeal

05/31/2019 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order to Stay Discovery and Litigation Pending Appeal (Second Request)

06/03/2019 **Notice of Withdrawal of Attorney**
Notice of Withdrawal of James Graham Lake as Counsel for NSEA Parties

06/28/2019 **Findings of Fact, Conclusions of Law and Order**
Findings of Fact, Conclusions of Law, and Order Granting in Part and Denying in Part the NSEA Parties' Motion for Partial Reconsideration of the December 20, 2018 Findings of Fact, Conclusions of Law, and Order

06/28/2019 **Notice of Entry of Findings of Fact, Conclusions of Law**
Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting in Part and Denying in Part the NSEA Parties Motion for Partial Reconsideration of the December 20, 2018 Findings of Fact, Conclusions of Law, and Order

07/03/2019 **Findings of Fact, Conclusions of Law and Order**
(A-17-761364-C and A-17-761884-C) Findings of Fact, Conclusions of Law, and Order Granting the Clark County Education Association Parties' Motion for Partial Summary Judgment and Denying the Nevada State Education Association Parties' Motion for Partial Summary Judgment

07/03/2019 **Findings of Fact, Conclusions of Law and Order**
Findings of Fact, Conclusions of Law, and Order Granting CCEA Parties' Motion to Alter or Amend Court's May 11, 2018 Order Pursuant to NRCP 59(E) and 60(B)

07/03/2019 **Notice of Entry of Findings of Fact, Conclusions of Law**
Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting the Clark County Education Association Parties' Motion for Partial Summary Judgment and Denying the Nevada State Education Association Parties' Motion for Partial Summary Judgment

07/03/2019 **Notice of Entry of Findings of Fact, Conclusions of Law**
Notice of Entry of Findings of Fact, Conclusions of Law, and Order Granting CCEA Parties' Motion to Alter or Amend Court's May 11, 2018 Order Pursuant to NRCP 59(E) and 60(B)

07/15/2019 **Notice of Appeal**
Notice of Appeal

07/15/2019 **Case Appeal Statement**
Case Appeal Statement

07/15/2019 **Notice of Posting of Cost Bond**
Notice of posting Bond Pursuant to NRAP 7

07/16/2019 **Filed Under Seal**
NSEA and NEA Plaintiffs' Motion for Stay Pending Appeal

07/16/2019 **Clerk's Notice of Hearing**
Notice of Hearing

07/16/2019 **Certificate of Mailing**
Certificate of Mailing Re: NSEA and NEA Plaintiffs' Motion for Stay Pending Appeal Filed Under Seal

07/16/2019 **Receipt of Copy**
Receipt of Copy Re: NSEA and NEA Plaintiffs' Motion for Stay Pending Appeal Filed Under Seal

07/18/2019 **CANCELED Calendar Call** (11:00 AM) (Judicial Officer Earley, Kerry)
Vacated - per Judge

07/19/2019 **Notice of Rescheduling of Hearing**
Notice of Rescheduling of Hearing

08/02/2019 **Stipulation and Order**
Stipulation and Order to Extend Briefing Schedule

08/02/2019 **Notice of Entry of Stipulation and Order**
Notice of Entry of Stipulation and Order to Extend Briefing Schedule

08/05/2019 **CANCELED Bench Trial** (9:00 AM) (Judicial Officer Earley, Kerry)
Vacated - per Judge

08/09/2019 **Opposition to Motion**
CCEA Parties' Opposition to NSEA and NEA Motion for Stay Pending Appeal

08/19/2019 **Notice of Rescheduling of Hearing**
Notice of Rescheduling of Hearing

09/03/2019 **Reply in Support**
NEA and NEA Plaintiffs' Reply in Support of Motion for Stay Pending Appeal

09/19/2019 **Notice of Hearing**
MOTION FOR STAY

10/03/2019 **Motion For Stay** (9:00 AM) (Judicial Officer Earley, Kerry)
NEA and NEA Plaintiffs' Motion for Stay Pending Appeal
Parties Present
Minutes
08/20/2019 Reset by Court to 09/10/2019
09/10/2019 Reset by Court to 09/19/2019
09/19/2019 Reset by Court to 10/03/2019
 Result: Granted

10/14/2019 **Order**
Order (from Paul Lal), bg

10/14/2019 **Order**
Order (competing order from Delikanakis), bg

10/16/2019 **Recorders Transcript of Hearing**
Transcript of Proceedings; NSEA and NEA Plaintiffs' Motion for Stay Pending Appeal; October 3, 2019.

10/16/2019 **Findings of Fact, Conclusions of Law and Order**
Findings of Fact Conclusions of Law and Order Granting NSEA and NEA Plaintiffs Motion For Stay Pending Appeal

10/17/2019 **Notice of Entry of Order**
Notice of Entry of Order on Findings of Fact, Conclusions of Law, and Order Granting NSEA and NEA Plaintiffs' Motion for Stay Pending Appeal

FINANCIAL INFORMATION

	Defendant Nevada State Education Association		
	Total Financial Assessment		1,008.50
	Total Payments and Credits		1,008.50
	Balance Due as of 01/27/2020		0.00
10/05/2017	Transaction Assessment		346.50
10/05/2017	Efile Payment	Receipt # 2017-76700-CCCLK	(346.50)
10/26/2017	Transaction Assessment		3.50
10/26/2017	Efile Payment	Receipt # 2017-81941-CCCLK	(3.50)
10/26/2017	Transaction Assessment		3.50
10/26/2017	Efile Payment	Receipt # 2017-81944-CCCLK	(3.50)
10/26/2017	Transaction Assessment		3.50
10/26/2017	Efile Payment	Receipt # 2017-81946-CCCLK	(3.50)
10/26/2017	Transaction Assessment		3.50
10/26/2017	Efile Payment	Receipt # 2017-82191-CCCLK	(3.50)
10/26/2017	Transaction Assessment		3.50
10/26/2017	Efile Payment	Receipt # 2017-82193-CCCLK	(3.50)
10/26/2017	Transaction Assessment		3.50
10/26/2017	Efile Payment	Receipt # 2017-82194-CCCLK	(3.50)
11/06/2017	Transaction Assessment		3.50
11/06/2017	Efile Payment	Receipt # 2017-84012-CCCLK	(3.50)
11/21/2017	Transaction Assessment		3.50
11/21/2017	Efile Payment	Receipt # 2017-87413-CCCLK	(3.50)
11/21/2017	Transaction Assessment		3.50
11/21/2017	Efile Payment	Receipt # 2017-87554-CCCLK	(3.50)
12/04/2017	Transaction Assessment		3.50
12/04/2017	Efile Payment	Receipt # 2017-91375-CCCLK	(3.50)
12/04/2017	Transaction Assessment		3.50
12/04/2017	Efile Payment	Receipt # 2017-91377-CCCLK	(3.50)
12/04/2017	Transaction Assessment		3.50
12/04/2017	Efile Payment	Receipt # 2017-91378-CCCLK	(3.50)
12/04/2017	Transaction Assessment		3.50
12/04/2017	Efile Payment	Receipt # 2017-91426-CCCLK	(3.50)
12/04/2017	Transaction Assessment		3.50
12/04/2017	Efile Payment	Receipt # 2017-91432-CCCLK	(3.50)
12/04/2017	Transaction Assessment		3.50
12/04/2017	Efile Payment	Receipt # 2017-91434-CCCLK	(3.50)
01/08/2018	Transaction Assessment		3.50
01/08/2018	Efile Payment	Receipt # 2018-01800-CCCLK	(3.50)
02/02/2018	Transaction Assessment		3.50
02/02/2018	Efile Payment	Receipt # 2018-07872-CCCLK	(3.50)
02/16/2018	Transaction Assessment		3.50

10 of 11

06/03/2019	Efile Payment	Receipt # 2019-33616-CCCLK	Nevada State Education Association	(3.50)
07/15/2019	Transaction Assessment			27.50
07/15/2019	Efile Payment	Receipt # 2019-42874-CCCLK	Nevada State Education Association	(27.50)
07/15/2019	Transaction Assessment			3.50
07/15/2019	Efile Payment	Receipt # 2019-42876-CCCLK	Nevada State Education Association	(3.50)
07/15/2019	Transaction Assessment			3.50
07/15/2019	Efile Payment	Receipt # 2019-42963-CCCLK	Nevada State Education Association	(3.50)
07/16/2019	Transaction Assessment			3.50
07/16/2019	Efile Payment	Receipt # 2019-43325-CCCLK	Nevada State Education Association	(3.50)
07/16/2019	Transaction Assessment			3.50
07/16/2019	Efile Payment	Receipt # 2019-43329-CCCLK	Nevada State Education Association	(3.50)
09/03/2019	Transaction Assessment			3.50
09/03/2019	Efile Payment	Receipt # 2019-53843-CCCLK	Nevada State Education Association	(3.50)
10/16/2019	Transaction Assessment			3.50
10/16/2019	Efile Payment	Receipt # 2019-63209-CCCLK	Nevada State Education Association	(3.50)
10/17/2019	Transaction Assessment			3.50
10/17/2019	Efile Payment	Receipt # 2019-63274-CCCLK	Nevada State Education Association	(3.50)

Plaintiff Clark County Education Association
Total Financial Assessment
Total Payments and Credits
Balance Due as of 01/27/2020

1,240.00
1,240.00
0.00

09/13/2017	Transaction Assessment			390.00
09/13/2017	Efile Payment	Receipt # 2017-71421-CCCLK	CLARK COUNTY EDUCATION ASSOCIATION	(390.00)
06/19/2018	Transaction Assessment			200.00
06/19/2018	Efile Payment	Receipt # 2018-40841-CCCLK	Clark County Education Association	(200.00)
07/10/2018	Transaction Assessment			450.00
07/10/2018	Efile Payment	Receipt # 2018-45598-CCCLK	Clark County Education Association	(450.00)
12/13/2018	Transaction Assessment			200.00
12/13/2018	Efile Payment	Receipt # 2018-82246-CCCLK	Clark County Education Association	(200.00)

[Skip to Main Content](#) [Logout](#) [My Account](#) [Search Menu](#) [New District Civil/Criminal Search](#) [Refine Search](#) [Back](#) Location : District Court Civil/Criminal [Help](#)

REGISTER OF ACTIONS

CASE No. A-17-761884-C

Nevada State Education Association, Plaintiff(s) vs. Clark County
Education Association, Defendant(s)

§
§
§
§
§
§
§

Case Type: **Other Contract**
Date Filed: **09/21/2017**
Location: **Department 4**
Cross-Reference Case Number: **A761884**

RELATED CASE INFORMATION

Related Cases

A-17-761364-C (Consolidated)

PARTY INFORMATION

Counter Claimant	Clark County Education Association	Lead Attorneys Richard G. McCracken <i>Retained</i> 7023865107(W)
Counter Claimant	Courtney, Victoria	Richard G. McCracken <i>Retained</i> 7023865107(W)
Counter Claimant	Vellardita, John	Richard G. McCracken <i>Retained</i> 7023865107(W)
Counter Defendant	Benson, Robert	Richard J. Pocker <i>Retained</i> 7023827300(W)
Counter Defendant	Di Archangel, Diane	Richard J. Pocker <i>Retained</i> 7023827300(W)
Counter Defendant	Lee, Brian	
Counter Defendant	Murillo, Ruben	Richard J. Pocker <i>Retained</i> 7023827300(W)
Counter Defendant	National Education Association	Richard J. Pocker <i>Retained</i> 7023827300(W)
Counter Defendant	Nevada State Education Association	Richard J. Pocker <i>Retained</i> 7023827300(W)
Counter Defendant	Wyckoff, Jason	Richard J. Pocker <i>Retained</i> 7023827300(W)
Defendant	Clark County Education Association	Richard G. McCracken <i>Retained</i> 7023865107(W)
Defendant	Courtney, Victoria	Richard G. McCracken <i>Retained</i> 7023865107(W)

Defendant	Vellardita, John	Richard G. McCracken <i>Retained</i> 7023865107(W)
Plaintiff	Benson, Robert	Richard J. Pocker <i>Retained</i> 7023827300(W)
Plaintiff	Di Archangel, Diane	Richard J. Pocker <i>Retained</i> 7023827300(W)
Plaintiff	Murillo, Ruben	Richard J. Pocker <i>Retained</i> 7023827300(W)
Plaintiff	National Education Association	Richard J. Pocker <i>Retained</i> 7023827300(W)
Plaintiff	Nevada State Education Association	Richard J. Pocker <i>Retained</i> 7023827300(W)
Plaintiff	Wyckoff, Jason	Richard J. Pocker <i>Retained</i> 7023827300(W)

EVENTS & ORDERS OF THE COURT

DISPOSITIONS	
11/27/2017	Order of Dismissal With Prejudice (Judicial Officer: Kishner, Joanna S.) Debtors: Nevada State Education Association (Plaintiff), National Education Association (Plaintiff), Ruben Murillo (Plaintiff), Robert Benson (Plaintiff), Diane Di Archangel (Plaintiff) Creditors: Clark County School District (Defendant) Judgment: 11/27/2017, Docketed: 11/28/2017
02/07/2018	Order of Dismissal (Judicial Officer: Kishner, Joanna S.) Debtors: Nevada State Education Association (Plaintiff), National Education Association (Plaintiff), Ruben Murillo (Plaintiff), Robert Benson (Plaintiff), Diane Di Archangel (Plaintiff) Creditors: Clark County Education Association (Defendant), John Vellardita (Defendant), Victoria Courtney (Defendant), Clark County School District (Defendant) Judgment: 02/07/2018, Docketed: 02/09/2018 Comment: Certain Claim
12/05/2018	Order of Dismissal (Judicial Officer: Earley, Kerry) Debtors: Nevada State Education Association (Plaintiff), National Education Association (Plaintiff), Ruben Murillo (Plaintiff), Diane Di Archangel (Plaintiff), Jason Wyckoff (Plaintiff) Creditors: Clark County Education Association (Defendant), John Vellardita (Defendant), Victoria Courtney (Defendant) Judgment: 12/05/2018, Docketed: 12/05/2018 Comment: Certain Claims - Filed in Cons. Case A761364
12/20/2018	Summary Judgment (Judicial Officer: Earley, Kerry) Debtors: Nevada State Education Association (Plaintiff), National Education Association (Plaintiff), Ruben Murillo (Plaintiff), Robert Benson (Plaintiff), Diane Di Archangel (Plaintiff), Jason Wyckoff (Plaintiff) Creditors: Clark County Education Association (Defendant), John Vellardita (Defendant), Victoria Courtney (Defendant) Judgment: 12/20/2018, Docketed: 12/20/2018 Comment: Filed in A761364 Certain Claims
07/03/2019	Partial Summary Judgment (Judicial Officer: Earley, Kerry) Debtors: Nevada State Education Association (Plaintiff), National Education Association (Plaintiff), Ruben Murillo (Plaintiff), Robert Benson (Plaintiff), Diane Di Archangel (Plaintiff), Jason Wyckoff (Plaintiff) Creditors: Clark County Education Association (Defendant) Judgment: 07/03/2019, Docketed: 07/03/2019 Comment: Certain Claim - Filed in A761364
OTHER EVENTS AND HEARINGS	
09/21/2017	Complaint <i>Complaint for Declaratory and Injunctive Relief</i>
09/21/2017	Initial Appearance Fee Disclosure <i>Initial Appearance Fee Disclosure (NRS Chapter 19)</i>
09/21/2017	Summons Electronically Issued - Service Pending <i>Summons - Civil</i>
09/21/2017	Summons Electronically Issued - Service Pending <i>Summons - Civil</i>

09/21/2017 **Summons Electronically Issued - Service Pending**
Summons - Civil

09/21/2017 **Summons Electronically Issued - Service Pending**
Summons - Civil

10/10/2017 **Motion to Dismiss**
Defendant Clark County School District's Motion to Dismiss

10/23/2017 **Stipulation and Order**
Joint Stipulation

10/23/2017 **Notice of Entry**
Notice of entry of Joint Stipulation

10/25/2017 **Motion to Associate Counsel**
Motion to Associate Counsel

10/25/2017 **Motion to Associate Counsel**
Motion to Associate Counsel

10/26/2017 **Certificate of Mailing**
Certificate of Mailing

10/26/2017 **Certificate of Mailing**
Certificate of Mailing

10/26/2017 **Opposition to Motion to Dismiss**
Plaintiffs' Opposition to Clark County School District's Motion to Dismiss

10/30/2017 **Motion to Dismiss**
Defendants Clark County Education Association's, John Vellardita's and Victoria Courtney's Partial Motion to Dismiss and Supporting Memorandum

10/30/2017 **Answer**
Answer to Complaint

10/30/2017 **Initial Appearance Fee Disclosure**
Initial Appearance Fee disclosure

10/31/2017 **Notice of Hearing**
Notice Of Hearing On Defendants Clark County Education Association s, John Vellardita s And Victoria Courtney s Partial Motion To Dismiss

10/31/2017 **Receipt of Copy**
Receipt Of Copy

10/31/2017 **Motion to Associate Counsel**
Motion to Associate Counsel John M. West, Esq. on Order Shortening Time

11/06/2017 **Affidavit of Service**
Affidavit Of Service

11/06/2017 **Affidavit of Service**
Affidavit Of Service

11/06/2017 **Affidavit of Service**
Affidavit Of Service

11/06/2017 **Affidavit of Due Diligence**
Affidavit Of Due Diligence

11/06/2017 **Reply to Opposition**
Defendant Clark County School District's Reply to Plaintiffs' Opposition to Defendant's Motion to Dismiss

11/09/2017 **Notice**
Notice of Intent to Appear by Communication Equipment

11/09/2017 **Joinder**
Joinder in Defendant Clark County School District's Motion to Dismiss

11/14/2017 **Motion to Dismiss** (9:30 AM) (Judicial Officer Kishner, Joanna S.)
Defendant Clark County School District's Motion to Dismiss

11/14/2017 **Motion to Associate Counsel** (9:30 AM) (Judicial Officer Kishner, Joanna S.)
Motion to Associate Counsel John M West Esq on Order Shortening Time

11/14/2017 **Joinder** (9:30 AM) (Judicial Officer Kishner, Joanna S.)
Joinder in Defendant Clark County School District Motion to Dismiss
12/05/2017 Reset by Court to 01/16/2018
01/16/2018 Reset by Court to 11/14/2017

11/14/2017 **Order Admitting to Practice**
Order Admitting to Practice John M. West, Esq.

11/14/2017 **Notice of Entry of Order**
Notice of Entry of Order Admitting to Practice John M. West, Esq.

11/14/2017 **All Pending Motions** (9:30 AM) (Judicial Officer Kishner, Joanna S.)
[Parties Present](#)
[Minutes](#)
Result: Granted

11/17/2017 **Motion to Associate Counsel** (3:00 AM) (Judicial Officer Kishner, Joanna S.)
12/01/2017 Reset by Court to 11/17/2017

11/17/2017 **Motion to Associate Counsel** (3:00 AM) (Judicial Officer Kishner, Joanna S.)
Motion to Associate Counsel
12/01/2017 Reset by Court to 11/17/2017

11/22/2017 **Order Admitting to Practice**
Order Admitting to Practice Matthew Clash-Drexler, Esq.

11/22/2017 **Notice of Entry of Order**
Notice of Entry of Order Admitting to Practice Matthew Clash-Drexler, Esq.

11/22/2017 **Stipulation and Order**
Joint Stipulation

11/27/2017 **Order**
Order Granting Defendant Clark County School District's Motion to Dismiss

11/27/2017 **Notice of Entry of Stipulation and Order**
Notice of Entry of Joint Stipulation (and Order)

11/28/2017 **Notice of Entry**
Notice of Entry of Order Granting Defendant Clark County School District's Motion to Dismiss

12/01/2017 **Stipulation**
Joint Stipulation Continuing Time in Which the Parties Must Complete the Early Case Conference

12/01/2017 **Notice of Entry of Stipulation and Order**
Notice of Entry of Joint Stipulation Continuing Time in Which the Parties Must Complete the Early Case Conference

12/05/2017 **Affidavit of Service**
Affidavit of Service

12/06/2017 **Opposition to Motion to Dismiss**
Plaintiffs' Opposition to Defendants' Partial Motion to Dismiss

12/07/2017 **Order Admitting to Practice**
Order Admitting to Practice James Graham Lake, Esq.

12/08/2017 **Notice of Entry of Order**
Notice of Entry of Order Admitting to Practice James Graham Lake, Esq.

01/08/2018 **Reply to Opposition**
Defendants Reply to Plaintiffs Opposition to Defendants Partial Motion to Dismiss

01/11/2018 **Certificate of Mailing**
Certificate of Service of Motion to Associate Counsel on Shortened Time

01/16/2018 **Motion to Dismiss** (10:00 AM) (Judicial Officer Kishner, Joanna S.)
Defendants Clark County Education Association's, John Vellardita's and Victoria Courtney's Partial Motion to Dismiss and Supporting Memorandum
[Parties Present](#)
[Minutes](#)
12/05/2017 Reset by Court to 01/16/2018

01/16/2018 **Motion to Consolidate**
(2/16/18 Withdrawn) Plaintiff's motion for consolidation

02/01/2018 **Stipulation and Order**
Stipulation and Order permitting practice

02/01/2018 **Notice of Entry of Stipulation and Order**
Notice of Entry of Order Allowing Association of Counsel

02/02/2018 **Response**
Defendants' Response to Plaintiffs' Motion for Consolidation

02/07/2018 **Order**
Order Denying in Part, and Granting, in Part, Defendants' Partial Motion to Dismiss and Supposing Memorandum

02/07/2018 **Notice of Entry of Order**
Notice of Entry of Order

02/08/2018 **Notice of Intent**
Notice of Intent to Appear By Communication Equipment

02/13/2018 **Notice of Withdrawal of Motion**
Notice and Statement Withdrawing Motion to Consolidate

02/16/2018 **Notice**
Defendants' Notice Regarding Plaintiffs' Withdrawal of Motion to Consolidate

02/20/2018 **CANCELED Motion to Consolidate** (9:00 AM) (Judicial Officer Israel, Ronald J.)
Vacated
Plaintiff's Motion to Consolidate (A761364 & A761884)

02/20/2018 **Stipulation**
Joint Stipulation Continuing Time to File the Joint Case Conference Report

02/22/2018 **Joint Case Conference Report**
Joint Early Case Conference Report

02/22/2018 **Motion**
Plaintiffs Motion to Extend Time for Filing Amended Complaint

02/27/2018 **Amended Complaint**
Amended Complaint for Declaratory and Injunctive Relief

02/27/2018 **Initial Appearance Fee Disclosure**
Initial Appearance Fee Disclosure

02/27/2018 **Motion for Clarification**
Plaintiffs' Motion for Clarification of the Court's February 7, 2018 Order

03/01/2018 **Certificate of Mailing**
Certificate of Mailing

03/01/2018 **Certificate of Mailing**
Certificate of Mailing

03/12/2018 **Non Opposition**
Defendants' Non-Opposition to plaintiff's Motion to Extend Time for Filing Amended Complaint

03/16/2018 **Motion to Dismiss**
(6/25/18 Withdrawn) Defendants Counter Plaintiffs Clark County Education Association s, John Vellardita s And Victoria Courtney s Notice of Motion and Partial Motion to Dimiss Amended Complaint for Declaratory and Injunctive Relief

03/16/2018 **Answer and Counterclaim**
Defendants Counter Plaintiffs Clark County Education Association s, John Vellardita s And Victoria Courtney s Anwer to Amended Complaint For Declaratory and Injunctive Relief and Counterclaim

03/19/2018 **Opposition/Response/Objection/Reply**
Defendants' Response to Plaintiffs' Motion for Clarification

03/21/2018 **Answer and Counterclaim**
Defendants - Couter Plaintiffs Clark County Education Association's, John Vellardita's and Victoria Courtsey's Answer to Amended Complaint for Declaratory and Injunctive Relief and "Amended" Counterclaim

03/21/2018 **Supplemental Joint Case Conference Report**
Supplemental Joint Case Conference Report

03/26/2018 **Notice of Association of Counsel**
Notice of Association of Counsel

03/26/2018 **Motion to Associate Counsel**
Motion to Associate Counsel

03/28/2018 **Certificate of Mailing**
Certificate of Mailing Re Motion to Associate Counsel

03/29/2018 **CANCELED Motion** (9:00 AM) (Judicial Officer Kishner, Joanna S.)
Vacated - Moot
Plaintiffs Motion to Extend Time for Filing Amended Complaint

03/30/2018 **Petition for Writ of Attachment**
Application for Order Directing the Issuance of a Prejudgment Writ of Attachment with Notice

04/02/2018 **Certificate of Service**
Certificate of Service

04/03/2018 **Motion for Clarification** (9:00 AM) (Judicial Officer Kishner, Joanna S.)
Plaintiffs' Motion for Clarification of the Court's February 7, 2018 Order
[Parties Present](#)
[Minutes](#)
Result: Matter Heard

04/03/2018 **Opposition**
Defendants-Counter Plaintiffs Clark County Education Association's John Vellardita's and Victoria Courtney's Opposition to Application for an Order to Show Cause Why a Prejudgment Writ of Attachment and Garnishment Should Not Issue

04/03/2018 **Ex Parte Motion**
Ex Parte Motion for Order Shortening Time

04/03/2018 **Motion**
Defendants - Counter Plaintiffs Clark County Education Association's, John Vellardita's and Victoria Courtney's Motion for Injunction

04/03/2018 **Order Shortening Time**
Order Shortening Time

04/03/2018 **Receipt of Copy**
Receipt of Copy

04/04/2018 **Scheduling Order**
Scheduling Order

04/04/2018 **Notice of Entry of Order**
Notice of Entry of Order Shortening Time

04/04/2018 **Receipt of Copy**
Receipt of Copy

04/04/2018 **Stipulation and Order**
Stipulation and Order

04/04/2018 **Order to Show Cause**
Order to Show Cause Why an Order for Attachment and Garnishment Should not Issue

04/04/2018 **Opposition**
Plaintiffs' Opposition to Defendants' Partial Motion to Dismiss Amended Complaint for Declaratory and Injunctive Relief

04/04/2018 **Notice of Entry of Order**
Notice of Entry of Order to Show Cause Why an Order for Attachment and Garnishment Should not Issue

04/09/2018 **Answer to Counterclaim**
Plaintiff's Counterclaim, Defendants Reply/Answer to Amended Counterclaim

04/10/2018 **Reply in Support**
Defendants-Counter Plaintiffs' Reply in Support of Partial Motion to Dismiss Amended Complaint for Declaratory and Injunctive Relief

04/11/2018 **Opposition**
Plaintiffs' Opposition to Motion for Injunction

04/11/2018 **Affidavit**
Affidavit of Brian Lee in Opposition to the CCEA Parties' Motion for Injunction

04/11/2018 **Opposition**
Defendants' - Counter Plaintiffs Clark County Education Association's, John Vellardita's and Victoria Courtney's Opposition to Application for Prejudgment Writ of Attachment

04/12/2018 **Receipt of Copy**
Receipt of Copy

04/12/2018 **Stipulation**
Stipulation

04/12/2018 **Supplement**
Defendants Counter Plaintiffs Clark County Education Association's, John Vellardita's and Victoria Courtney's Supplement to Defendants - Counter Plaintiffs' Reply in Support of Partial Motion to Dismiss Amended Complaint

04/13/2018 **Receipt of Copy**
Receipt of Copy

04/13/2018 **Motion to Quash**
Defendants' - Counter Plaintiffs Clark County Education Association's, John Vellardita's and Victoria Courtney's Motion to Quash Subpoena Duces Tecum for Business Records of Bank of America on Order Shortening Time

04/13/2018 **Declaration**
Declaration of Robert Alexander in Support of Application for Prejudgment Writ of Attachment

04/13/2018 **Reply in Support**
Plaintiffs' Reply in Support of Application for Prejudgment Writ of Attachment

04/13/2018 **Reply in Support**
Defendants-Counter Plaintiffs Reply in Support of Motion for Injunction

04/19/2018 **Telephonic Conference** (2:30 PM) (Judicial Officer Kishner, Joanna S.)
[Parties Present](#)
[Minutes](#)
Result: Matter Heard

04/19/2018 **Order Setting Civil Non-Jury Trial and Calendar Call**
Order Setting Civil Non-Jury Trial and Calendar Call, Pre-Trial Conference, and Status Check

04/20/2018 **Opposition to Motion**
Plaintiffs' Opposition to Defendants-Counter Plaintiffs' Motion to Quash Subpoena Duces Tecum for Business Records of Bank of America

04/20/2018 **Receipt of Copy**
Receipt of Copy

04/23/2018 **Motion to Dismiss** (1:30 PM) (Judicial Officer Kishner, Joanna S.)
Defendants - Counter Plaintiffs Clark County Education Association's, John Vellardita's And Victoria Courtney's Partial Motion to Dismiss Amended Complaint for Declaratory and Injunctive Relief
[Parties Present](#)
Result: Off Calendar

04/23/2018 **Motion for Preliminary Injunction** (1:30 PM) (Judicial Officer Kishner, Joanna S.)
04/23/2018, 05/01/2018
Defendants - Counter Plaintiffs Clark County Education Association's, John Vellardita's and Victoria Courtney's Motion for Injunction
[Parties Present](#)

[Minutes](#)
Result: Decision Pending
04/23/2018 **Bench Trial** (1:30 PM) (Judicial Officer Kishner, Joanna S.)
Show Cause Hearing: Order to Show Cause Why an Order for Attachment and Garnishment Should Not Issue
[Parties Present](#)
Result: Matter Heard
04/23/2018 **Order Admitting to Practice**
Order Admitting to Practice Robert Alexander, Esq.
04/23/2018 **All Pending Motions** (1:30 PM) (Judicial Officer Kishner, Joanna S.)
[Parties Present](#)
[Minutes](#)
Result: Matter Heard
04/24/2018 **Receipt of Copy**
Receipt of Copy
04/24/2018 **Reply in Support**
Defendants Counter Plaintiffs Clark County Education Association s, John Vellardita s and Victoria Courtney s Reply in Support of Motion to Quash Subpoena Duces Tecum for Business Records of Bank of America
04/25/2018 **Motion to Quash** (9:30 AM) (Judicial Officer Bulla, Bonnie)
COURT CALL - Defendants - Counter Plaintiffs Clark County Education Association's, John Vellardita's and Victoria Courtney's Motion to Quash Subpoena Duces Tecum for Business Records of Bank of America on OST
[Parties Present](#)
[Minutes](#)
Result: Granted in Part
04/27/2018 **CANCELED Motion to Associate Counsel** (3:00 AM) (Judicial Officer Kishner, Joanna S.)
Vacated - per Judge
04/27/2018 **Notice**
Notice of Appearance
05/02/2018 **Recorders Transcript of Hearing**
Transcript - Hearing on Defendant's Motion to Dismiss; Motion for Preliminary Injunction; Show Cause Hearing 4/23/18
05/02/2018 **Motion to Amend Complaint**
Motion to Supplement or Amend the Complaint
05/02/2018 **Motion for Leave to File**
Defendants-Counterclaimants' Motion for Leave to File Second Amended Counterclaim
05/11/2018 **Notice of Entry of Order**
Notice of Entry of Order
05/11/2018 **Order**
Order
05/11/2018 **Order**
(7/3/19 Vacated) Order
05/11/2018 **Notice of Entry of Order**
Notice of Entry of Order
05/21/2018 **Non Opposition**
Plaintiffs/Counter-Defendants' Nonopposition to CCEA Parties' Motion for Leave to File Second Amended Counterclaim
05/22/2018 **Non Opposition**
Defendants - Counterclaimants' Non-Opposition to Plaintiffs' Motion to Supplement or Amend the Complaint
06/04/2018 **Order**
Proposed Protective Order with Respect to Confidentiality
06/04/2018 **Order**
Proposed Order Granting Plaintiffs' Motion to Supplement or Amend the Complaint
06/05/2018 **CANCELED Motion** (9:00 AM) (Judicial Officer Kishner, Joanna S.)
Vacated - per Order
06/05/2018 **CANCELED Motion to Supplement or Amend the Complaint**
Motion to Supplement or Amend the Complaint
06/05/2018 **CANCELED Motion for Leave** (9:00 AM) (Judicial Officer Kishner, Joanna S.)
Vacated - per Order
Defendants-Counterclaimants' Motion for Leave to File Second Amended Counterclaim
06/05/2018 **Order Granting Motion**
Order Granting Defendants - Counterclaimants' Motion for Leave to File Second Amended Counterclaim
06/06/2018 **Notice of Entry of Order**
Notice of Entry of [Proposed] Order Granting Plaintiffs' Motion to Supplement or Amend the Complaint
06/06/2018 **Notice of Entry of Order**
Notice of Entry of [Proposed] Protective Order with Respect to Confidentiality
06/06/2018 **Notice of Entry of Order**
Notice of Entry of Order Granting Defendants - Counterclaimants' Motion for Leave to File Second Amended Counterclaim
06/06/2018 **Second Amended Complaint**
Second Amended Complaint for Declaratory and Injunctive Relief
06/07/2018 **Discovery Commissioners Report and Recommendations**
Discovery Commissioner's Report and Recommendations
06/07/2018 **Certificate of Service**
Certificate of Service
06/07/2018 **Notice of Entry of Order**
Notice of Entry of Order on Discovery Commissioner's Report and Recommendations
06/14/2018 **Counterclaim**
Clark County Education Association, John Vellardita, and Victoria Courtney's Second Amended Counterclaim
06/18/2018 **Recorders Transcript of Hearing**
Recorders Transcript of Hearing Re:
06/19/2018 **Motion to Consolidate** (9:00 AM) (Judicial Officer Israel, Ronald J.)
Motion to Consolidate Cases A-17-761364 and A-17-761884
[Parties Present](#)
[Minutes](#)
Result: Granted

06/21/2018 **CANCELED Status Check: Compliance** (3:00 AM) (Judicial Officer Bulla, Bonnie)
Vacated

06/22/2018 **Filed Under Seal**
Plaintiff's Motion to File Bank Records Under Seal

06/22/2018 **Motion to Dismiss**
Plaintiffs' Motion to Dismiss Second Amended Counterclaim

06/25/2018 **Status Report**
Status Report Re May 11, 2018 Order

06/25/2018 **Notice of Withdrawal**
Clark County Education Association, John Vellardita and Victoria Courtney's Notice of Withdrawal of Partial Motion to Dismiss Amended Complaint without Prejudice

06/25/2018 **Receipt of Copy**
Receipt of Copy

06/25/2018 **Recorders Transcript of Hearing**
Recorders Transcript of Hearing - Court Call - Defendants/Counterplaintiffs Clark County Education Association's, John Vellardita's and Victoria Courtney's Motion to Quash Subpoena Duces Tecum for Business Records of Bank of America on OST - heard April 25, 2018

06/26/2018 **Status Check** (9:30 AM) (Judicial Officer Kishner, Joanna S.)
Status Check Re Modified Order for Attachment from Show Cause Hearing 4/23/18
[Parties Present](#)
[Minutes](#)
Result: Matter Heard

06/28/2018 **Motion to Compel**
Plaintiffs' Motion to Compel Complete Responses to their First Set of Interrogatories and their First Set of Requests for Production

06/28/2018 **Declaration**
Declaration of Paul J. Lal in Support of Plaintiffs' Motion to Compel Complete Responses to their First Set of Interrogatories and their First Set of Requests for Production

06/29/2018 **Notice of Department Reassignment**
Notice of Department Reassignment

07/02/2018 **Order Granting Motion**
Order Granting Plaintiffs' Motion to Consolidate Cases A-17-761364-C and A-17-761884-C

07/02/2018 **Notice of Entry of Order**
Notice of Entry of Order Granting Plaintiffs' Motion to Consolidate Cases A-17-761364-C AND A-17-761884-C

07/24/2018 **CANCELED Motion to Dismiss** (9:00 AM) (Judicial Officer Israel, Ronald J.)
Vacated - Subordinate Case
Plaintiffs' Motion to Dismiss Second Amended Counterclaim
07/24/2018 Reset by Court to 07/24/2018

07/25/2018 **CANCELED Motion** (3:00 AM) (Judicial Officer Israel, Ronald J.)
Vacated - Subordinate Case
Plaintiff's Motion to File Bank Records Under Seal
07/24/2018 Reset by Court to 07/25/2018

08/01/2018 **CANCELED Motion to Compel** (9:30 AM) (Judicial Officer Bulla, Bonnie)
Vacated - Subordinate Case
Plaintiffs Motion to Compel Complete Responses to Their First Set of Interrogatories and Their First Set of Requests for Production

08/01/2018 **CANCELED Motion to Compel** (9:30 AM) (Judicial Officer Bulla, Bonnie)
Vacated - On In Error
Plaintiffs Motion to Compel Complete Responses to Their First Set of Interrogatories and Their First Set of Requests for Production

08/30/2018 **CANCELED Status Check** (9:00 AM) (Judicial Officer Israel, Ronald J.)
Vacated - Subordinate Case
08/30/2018 Reset by Court to 08/30/2018

10/18/2018 **CANCELED Pre Trial Conference** (10:15 AM) (Judicial Officer Israel, Ronald J.)
Vacated - Subordinate Case
10/18/2018 Reset by Court to 10/18/2018

11/13/2018 **CANCELED Calendar Call** (9:00 AM) (Judicial Officer Israel, Ronald J.)
Vacated - Subordinate Case
11/13/2018 Reset by Court to 11/13/2018

11/16/2018 **CANCELED Motion** (9:00 AM) (Judicial Officer Bulla, Bonnie)
Vacated
COURT CALL - Motion in A761364

11/19/2018 **CANCELED Bench Trial** (9:00 AM) (Judicial Officer Kishner, Joanna S.)
Vacated - Subordinate Case

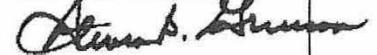
11/21/2018 **Recorders Transcript of Hearing**
Transcript - All Pending Motions 1/16/18

FINANCIAL INFORMATION

Counter Claimant Clark County Education Association			
	Total Financial Assessment		283.00
	Total Payments and Credits		283.00
	Balance Due as of 01/28/2020		0.00
10/23/2017	Transaction Assessment		283.00
10/23/2017	Efile Payment	Receipt # 2017-80883-CCCLK	(283.00)
		Clark County Education Association	
Counter Defendant Nevada State Education Association			
	Total Financial Assessment		644.00
	Total Payments and Credits		644.00
	Balance Due as of 01/28/2020		0.00

[illegible]

04/10/2018	Transaction Assessment				3.50
04/10/2018	Efile Payment	Receipt # 2018-24522-CCCLK	Nevada State Education Association	(3.50)	
04/11/2018	Transaction Assessment				3.50
04/11/2018	Efile Payment	Receipt # 2018-25028-CCCLK	Nevada State Education Association	(3.50)	
04/13/2018	Transaction Assessment				3.50
04/13/2018	Efile Payment	Receipt # 2018-25554-CCCLK	Nevada State Education Association	(3.50)	
04/16/2018	Transaction Assessment				3.50
04/16/2018	Efile Payment	Receipt # 2018-25855-CCCLK	Nevada State Education Association	(3.50)	
04/16/2018	Transaction Assessment				3.50
04/16/2018	Efile Payment	Receipt # 2018-25889-CCCLK	Nevada State Education Association	(3.50)	
04/20/2018	Transaction Assessment				3.50
04/20/2018	Efile Payment	Receipt # 2018-27676-CCCLK	Nevada State Education Association	(3.50)	
04/23/2018	Transaction Assessment				3.50
04/23/2018	Efile Payment	Receipt # 2018-27697-CCCLK	Nevada State Education Association	(3.50)	
05/02/2018	Transaction Assessment				3.50
05/02/2018	Efile Payment	Receipt # 2018-30068-CCCLK	Nevada State Education Association	(3.50)	
05/14/2018	Transaction Assessment				3.50
05/14/2018	Efile Payment	Receipt # 2018-32363-CCCLK	Nevada State Education Association	(3.50)	
05/14/2018	Transaction Assessment				3.50
05/14/2018	Efile Payment	Receipt # 2018-32368-CCCLK	Nevada State Education Association	(3.50)	
05/14/2018	Transaction Assessment				3.50
05/14/2018	Efile Payment	Receipt # 2018-32369-CCCLK	Nevada State Education Association	(3.50)	
05/14/2018	Transaction Assessment				3.50
05/14/2018	Efile Payment	Receipt # 2018-32382-CCCLK	Nevada State Education Association	(3.50)	
05/21/2018	Transaction Assessment				3.50
05/21/2018	Efile Payment	Receipt # 2018-34492-CCCLK	Nevada State Education Association	(3.50)	
06/05/2018	Transaction Assessment				3.50
06/05/2018	Efile Payment	Receipt # 2018-37362-CCCLK	Nevada State Education Association	(3.50)	
06/05/2018	Transaction Assessment				3.50
06/05/2018	Efile Payment	Receipt # 2018-37365-CCCLK	Nevada State Education Association	(3.50)	
06/06/2018	Transaction Assessment				3.50
06/06/2018	Efile Payment	Receipt # 2018-37861-CCCLK	Nevada State Education Association	(3.50)	
06/06/2018	Transaction Assessment				3.50
06/06/2018	Efile Payment	Receipt # 2018-37866-CCCLK	Nevada State Education Association	(3.50)	
06/07/2018	Transaction Assessment				3.50
06/07/2018	Efile Payment	Receipt # 2018-38052-CCCLK	Nevada State Education Association	(3.50)	
06/07/2018	Transaction Assessment				3.50
06/07/2018	Efile Payment	Receipt # 2018-38158-CCCLK	Nevada State Education Association	(3.50)	
06/23/2018	Transaction Assessment				3.50
06/23/2018	Efile Payment	Receipt # 2018-42066-CCCLK	Nevada State Education Association	(3.50)	
06/25/2018	Transaction Assessment				3.50
06/25/2018	Efile Payment	Receipt # 2018-42319-CCCLK	Nevada State Education Association	(3.50)	
06/29/2018	Transaction Assessment				3.50
06/29/2018	Efile Payment	Receipt # 2018-43381-CCCLK	Nevada State Education Association	(3.50)	



COMP

Richard G. McCracken
Kimberley C. Weber
McCRACKEN, STEMERMAN & HOLSBERRY, LLP
1630 South Commerce Street, Suite 1-A
Las Vegas, NV 89102
Tel: (702)386-5107
Fax: (702)386-9848
rmccracken@msh.law
kweber@msh.law

Of counsel:

Joel A. D'Alba
ASHER, GITTLER & D'ALBA, LTD.
200 West Jackson Blvd, Suite 1900
Chicago, Illinois 60606
Tel: (312)263-1500
Fax: (312)263-1520
jad@ulaw.com

Attorneys for Plaintiffs

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

CLARK COUNTY EDUCATION
ASSOCIATION, VICTORIA COURTNEY,
JAMES FRAZEE, ROBERT G. HOLLOWOOD,
and MARIA THROWER,

Plaintiffs

v.

NEVADA STATE EDUCATION
ASSOCIATION, DANA GALVIN, RUBEN
MURILLO JR., BRIAN WALLACE, and BRIAN
LEE,

Defendants.

A-17-761364-C

CASE NO.

DEPT. NO.

Department 28

COMP. FOR BREACH OF FIDUCIARY DUTY;
BREACH OF CONTRACT, AND DECLARATORY RELIEF

Case No.

1 **COMPLAINT FOR BREACH OF FIDUCIARY DUTY, BREACH OF CONTRACT, AND**
2 **DECLARATORY RELIEF**

3 Exempt from Arbitration
4 (Action in Equity and at Law)

5 **INTRODUCTION**

6 1. Plaintiff Clark County Education Association ("CCEA") represents local educators who
7 are required to pay dues to Defendant Nevada State Employees Association ("NSEA"). In return, CCEA
8 members have a right to know how the NSEA has spent the dues collected from CCEA members. By
9 refusing to furnish this information, though this action, Plaintiff CCEA, its officers, and its members
10 allege that the NSEA has breached its fiduciary duty and its contractual obligations. Plaintiffs seek
11 enforcement of the contractual duties before August 31, 2017, and declaratory judgment defining the
12 contractual obligations after August 31, 2017.

13 **PARTIES**

14 2. The CCEA is an employee organization that serves as the local voice for education to
15 advance the cause of education, promote professional excellence among educators, to protect the rights
16 of educators and advance their interests and welfare, secure professional autonomy, unite educators for
17 active citizenship, promote and protect human and civil rights and act as the recognized bargaining agent
18 for licensed personnel in Clark County, and to improve the wages, hours and terms and conditions of
19 employment for the employees it represents. The CCEA is organized as a voluntary association of three
20 or more persons as a Nevada domestic non-profit cooperative corporation without stock pursuant to the
21 provisions of Nevada Revised Statutes.

22 3. Victoria Courtney is the elected president of the CCEA and is listed on the Nevada
23 Secretary of State business entity profile for CCEA as having an address in Clark County, Nevada.

24 4. Robert G. Hollowood is the elected treasurer of the CCEA and is listed on the Nevada
25 Secretary of State business entity profile for CCEA as having an address in Clark County, Nevada.

26 5. Maria Thrower is the elected secretary of the CCEA and is listed on the Nevada Secretary
27 of State business entity profile for CCEA as having an address in Clark County, Nevada.

1 6. James Frazee is an elected director of the CCEA and is listed on the Nevada Secretary of
2 State business entity profile for CCEA as having an address in Clark County, Nevada.

3 7. The CCEA is a recognized employee organization within the meaning of the Nevada
4 Revised Statutes and is authorized to engage in collective bargaining negotiations over wages, hours,
5 and working conditions, as provided by Nevada law. CCEA has its principal place of business in Clark
6 County Nevada.

7 8. Plaintiffs CCEA additionally files this action on behalf of the CCEA members. CCEA
8 represents thousands of licensed professional employees of the Clark County School District.

9 9. Defendant NSEA is a voluntary association of three or more persons authorized pursuant
10 to Nevada law as a domestic non-profit cooperative corporation without stock. NSEA has its principal
11 place of business in Carson City, Nevada.

12 10. Defendant Dana Galvin is named as an individual defendant and in the official capacity
13 as an elected director of the NSEA and is listed on the Nevada Secretary of State business entity profile
14 for NSEA as having an address in Clark County, Nevada.

15 11. Defendant Ruben Murillo Jr., is named as an individual defendant and in the official
16 capacity as the elected president of the NSEA and is listed on the Nevada Secretary of State profile for
17 NSEA as having an address in Clark County, Nevada.

18 12. Defendant Brian Wallace is named as an individual defendant and in the official capacity
19 as an elected officer of the NSEA and the elected secretary-treasurer of the NSEA and is listed on the
20 Nevada Secretary of State business entity profile for NSEA as having an address in Clark County,
21 Nevada. The duties of defendant Brian Wallace as secretary-treasurer are to serve as the chairperson of
22 the budget committee, make financial reports as required by the Board of Directors, and to in the
23 preparation of the annual budget for presentation to the Board of Directors.

24 13. Defendant Brian Lee is named as an individual defendant and in the official capacity as
25 the Executive Director of NSEA and is the administrative officer of NSEA responsible for working with
26 the secretary-treasurer to prepare an annual budget for presentation to the Board of Directors, to direct
27 activities of the staff subject to the direction of the Board of Directors and serves as the custodian of all
28

1 property owned by the NSEA. Defendant Lee is also responsible, among other duties, for the deposits,
2 disbursements, safe keeping and accounting of all NSEA funds as directed by NSEA Board of Directors.

3 **FACTUAL BACKGROUND**

4 14. The CCEA is a local teacher association that engages in the representation of licensed
5 professional employees, including teachers and other licensed professional employees for the purposes
6 of collective bargaining and the negotiation of wages, hours and working conditions with the Clark
7 County School District. The CCEA is a local affiliate of the NSEA and has been granted that status by
8 the NSEA Delegate Assembly and/or the Board of Directors of the NSEA.

9 15. The CCEA has thousands of members, has at least one general meeting each year, and
10 has adopted bylaws consistent with the bylaws of the NSEA in the parent organization. The CCEA
11 elects officers, elects delegates to the NSEA Delegate Assembly, and has submitted to the NSEA on a
12 regular basis its list of officers, school representatives, and local committee members.

13 16. Members of CCEA pay dues to CCEA, NSEA, and a parent organization, the National
14 Education Association ("NEA"), through dues payments deducted from their pay checks by the
15 employer, the Clark County School District, pursuant to a collective bargaining agreement between the
16 CCEA and the School District. Dues payments are directed to CCEA by the School District.

17 17. The NSEA bylaws and policies provide for designated funds to be created by NSEA, and
18 these include the Capital Improvement Fund, the Operating Reserves Fund, and the Advocacy Fund.
19 CCEA members have a right to know how NSEA officers and the NSEA executive director have
20 exercised their fiduciary responsibility to collect and spend the dues resources collected from CCEA
21 members for such funds.

22 18. In particular, the Advocacy Fund is used to help ensure sufficient funding is available to
23 support strategic efforts to advance the pro-education interests of the organization, including payments
24 for internal and external partnerships, independent expenditures for political campaigns, ballot
25 initiatives, lobbying and other pro-public education advocacy. Members of CCEA contribute through
26 dues money to the NSEA's Advocacy Fund and have a right pursuant to the NSEA bylaws and policies to
27 know how money is being spent in that fund and further to object to any payments made by NSEA to
28 political causes or interests to which those members object.

1 19. Based on information and belief, the CCEA members' dues comprise 50.0 percent of the
2 NSEA total revenue from local affiliates.

3 20. On or about January 11, 2017, Plaintiff Courtney and the CCEA Board of Directors
4 directed the Executive Director of CCEA, Mr. John Vellardita, to send a letter to Defendant Lee to
5 request the following financial information pursuant to financial concerns of the CCEA officers,
6 including the Plaintiffs herein. The information requested was:

- 7 a. A return on investment analytic assessment to determine what CCEA members
8 receive from NSEA in exchange for the dues paid into NSEA; and
9 b. A review of the past three years of NSEA's budget in terms of its incoming
10 revenue, its expenditures, with special revenue of CCEA funding contribution to
11 NSEA and NSEA's return of that funding to CCEA.

12 21. On or about January 15, 2017, Plaintiff Courtney and the CCEA Board of Directors
13 directed CCEA Executive Director John Vellardita to send a request for financial information to NSEA
14 and to specifically request:

- 15 a. In relation to the amount of dues collected from a CCEA member to NSEA,
16 please identify where in the NSEA budget those contribution go towards
17 expenditures. Please identify by line item;
18 b. Specially please identify what return in form of program, service benefits, legal
19 services, etc., that a CCEA member receives from NSEA for its monthly \$31.66
20 dues contribution. Please be specific in terms of actual expenses associated with
21 those payments;
22 c. Please also, identify any and all other funds NSEA receives (including any NEA
23 grants) for its members that can be specifically identified for CCEA. Please be
24 specific in identifying what programs and services those grant monies produced
25 for CCEA members;
26 e. In addition, CCEA requests that this information be provided by identifying those
27 expenditures and from what line items from NSEA's budget they were drawn; and
28 f. In addition, what request, grant, demand, etc., from CCEA was made for those
 funds. For example, please identify the funds provided to CCEA for the
 membership organizing grant are in the sum of XX and a result of CCEA
 submitting a grant for that request.

1 22. On or about February 3, 2017, President Courtney and the CCEA Board of Directors
2 directed CCEA Executive Director John Vellardita to request additional information and to renew the
3 information requests that had already been made as follows:

- 4 a. The Clark County Education (CCEA) again request the following financial and
5 operational information for the last three NSEA budget years (2016, 2015, and
6 2014), pursuant to Article III D(3)(e) of the Nevada State Education Association
7 (NSEA) policies updated (11/2016), first requested on January 15, 2017;
8
9 b. The information specifically requested is a repeat of the information that
10 had been requested in the January 15, 2017 letter; and
11
12 c. In this letter dated February 3, 2017, CCEA requested that a neutral third party
13 financial expert perform an audit and review the NSEA records budget and
14 prepare information and report related to revenues received from CCEA members
15 as well as expenditures related to CCEA member benefits and programs pursuant
16 to Article III, D(5B))vii) and that this would be required pursuant to the bylaws
17 and policies of NSEA.

18 23. On or about June 28, 2017, Plaintiff Courtney and the CCEA of Directors directed CCEA
19 Executive Director John Vellardita to send a letter to Defendant Lee to request financial and operational
20 information pursuant to NSEA bylaws and policies. In addition to the information requested in earlier
21 letters sent to Defendant Lee, Mr. Vellardita also requested "in relation to the amount of dues collected
22 from a CCEA member and remitted to NSEA a breakdown of those 'dues collected, i.e., member dues,
23 special assessments, political action, advocacy funds, etc.'"

24 24. The information requested in the January 11, January 15, February 3, and June 28, 2017
25 letters has not been produced.

26 **FIRST CAUSE OF ACTION:**

27 **BREACH OF CONTRACT AND FIDUCIARY DUTY**

28 25. The Plaintiffs reallege paragraphs 1 through 24 and incorporate them by reference.

 26. The bylaws of the NSEA constitute a contractual relationship between the NSEA and its
local affiliate, the CCEA, and this contractual relationship requires that the officers of the NSEA be
responsible for its general management including submitting a proposed budget for the NSEA to the
delegate assembly for adoption and subsequent amendment as needed between delegate assemblies.

1 27. The Board of Directors has the authority pursuant to the bylaws to originate NSEA policy
2 and to report all policy decisions to the Delegate Assembly. These policies are an inherent part of the
3 NSEA bylaws and include specific fiduciary responsibilities for financial and operational standards.

4 28. NSEA through its bylaws acknowledges that it has, through its officers and executive
5 director, a special responsibility to ensure the integrity, honesty and reputation of the association and to
6 treat association resources with the utmost care and to adhere to the highest of ethical standards. These
7 bylaws place fiduciary responsibilities on the NSEA officers. These duties are owed to Plaintiff CCEA,
8 its officers, and its members.

9 29. NSEA bylaws provide for the compliance with these fiduciary standards and to “exercise
10 appropriate fiduciary responsibilities over Association resources and provide Association constituents
11 with information that is complete, accurate and appropriate.” This obligation to maintain the highest
12 standards of quality and financial reporting through business ethics and effective internal controls
13 includes the institution of “fluid information pathways among management, employees and governance,
14 including local affiliates, that capture, process and communicate relevant internal and external
15 information in a timely manner.”

16 30. The failure of NSEA and individual defendants Galvin, Murillo, Wallace, and Lee to present
17 this information violates the fiduciary responsibilities outlined in the NSEA bylaws and policies.

18 31. NSEA and the individual defendants have violated their fiduciary responsibilities required
19 by the NSEA bylaws and policies by not disclosing this financial information to the members of CCEA.
20 This failure constitutes a material breach of contract.

21 32. The information requested by CCEA through the Plaintiffs and its Executive director is
22 necessary in order for CCEA to carry out its fiduciary responsibilities in serving its members for the
23 purpose of organizing new members and to retain existing members by demonstrating the direct benefits
24 to the members for providing funding to the NSEA and its related activities. As a result, Plaintiff CCEA
25 has suffered damages under the contract, commensurate with the annual dues owed to Defendant NSEA.

26 **SECOND CAUSE OF ACTION:**

27 **FAILURE OF CONSIDERATION AND DECLARATORY RELIEF**

28 33. The Plaintiffs reallege paragraphs 1 through 32 and incorporate them by reference.

1 34. The bylaws of NSEA provide that a local affiliate such as CCEA is to maintain a dues
2 transmittal contract with NSEA for the purpose of transmitting dues payments to NSEA.

3 35. Pursuant to a dues transmittal contract, all dues of CCEA members that are collected by
4 CCEA are to be transmitted in proportioned amounts to NSEA, and that at all material times herein
5 CCEA members contributed \$31.66 in dues to NSEA that had been deducted by payroll deductions by
6 the Clark County School District.

7 36. The payroll deductions of dues payments were made pursuant to a collective bargaining
8 agreement between CCEA and the Clark County School District. Dues payments received by CCEA
9 were transmitted to the NSEA pursuant to a service agreement that expired on August 31, 2017. A
10 successor dues transmittal contract has not been negotiated.

11 37. On May 3, 2017, CCEA Executive Director, John Vellardita, notified Defendant Lee that
12 the CCEA was terminating the Service Agreement under which the CCEA members' dues payments had
13 been transmitted to the NSEA. The Service Agreement was to expire on August 31, 2017, and was
14 subject to termination by written notice to the NSEA no later than thirty (30) days prior to the
15 anniversary-date of the agreement (September 1, 2017).

16 38. On July 17, 2017, and August 2, 2017, the CCEA Executive Director requested that the
17 NSEA renegotiate the Service Agreement.

18 37. On September 4 and 6, 2017, the CCEA Executive Director again requested that the
19 NSEA renegotiate the Service Agreement.

20 39. On July 26, 2017 and September 4, 2017, Defendant Lee asserted that the policies of
21 NSEA provide for affiliate agreements under which dues payments are to be submitted by CCEA to
22 NSEA and that the Service Agreements are no longer available to a local affiliate such as CCEA.

23 40. The NSEA bylaws and the bylaws of the parent organization, NEA, require that a payroll
24 deduction is contingent upon the existence of a valid dues transmittal contract.

25 41. The definition of affiliate agreements in the NSEA policies does not refer to the payment
26 of dues from a local affiliate. Rather, the affiliate agreement definition refers to "mutual agreements that
27 establish or confirm programs, training and other activities that or not addressed by NSEA policy or
28 governing documents."

42. The dues transmittal contract is an agreement that is required by the NSEA bylaws (Article VIII Section 3 (F)) and governing documents and the NEA bylaws (Section 2-9).

43. The affiliate agreement referred to by Defendant Lee is not a dues transmittal contract that allows for the transmittal of member's dues from CCEA to NSEA.

44. There has been no mutual agreement between CCEA and NSEA to transmit dues deducted from CCEA member paychecks to NSEA since the expiration of the service agreement on August 31, 2017. Since that time, there has been no mutual agreement between CCEA and NSEA to provide for a dues transmittal contract or the creation of an affiliate agreement.

45. Plaintiffs' and the CCEA members' obligation to transmit dues to the NSEA was terminated upon expiration of the service agreement on August 31, 2017.

46. Plaintiff CCEA, its officers, and its members have an interest in the dues transmittal contract, any affiliate agreement for dues between CCEA and NSEA, and in any bylaw creating a dues obligation for CCEA. Aside from NSEA and CCEA, Plaintiffs are aware of no other party who would have an interest in such an agreement.

47. Plaintiffs seek a declaratory judgment pursuant to the Uniform Declaratory Judgment Act, NRS 30.010 et seq.

48. Plaintiffs request that this Court declare their rights pursuant to the NSEA bylaws not to transmit dues payments to NSEA until a dues transmittal contract has been mutually negotiated between NSEA and CCEA. Until the determination by the court of such rights, the CCEA has placed dues money designated for the NSEA in the amount of \$31.66 in an escrow account.

PRAYER

WHEREFORE, Plaintiffs CCEA, Courtney, Frazee, Hollowood, and Thrower, on behalf of themselves and those similarly situated, pray for the following relief:

1. An order of this court finding that Defendants have breached their contract by failing to provide information to Plaintiffs CCEA, its officers, and its members; entitling Plaintiffs to damages under the contract.

2. An order of this court finding that Defendants are required by contract to provide to the Plaintiffs the information that CCEA has requested as follows:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- a. A return on investment analytic assessment to determine what CEA members receive from NSEA in exchange for the dues paid into NSEA;
- b. A review of the past three years of NSEA's budget in terms of its incoming revenue, its expenditures, with special revenue of CCEA funding contribution to NSEA and NSEA's return of that funding to CCEA.
- c. In relation to the amount of dues collected from a CCEA member to NSEA identify where in the NSEA budget those contributions go towards expenditures by each line item.
- d. The financial return in form of programs, service benefits, legal and other services, that a CCEA member receives from NSEA for its monthly \$31.66 dues contribution. Specify in terms of actual expenses associated with those payments by budget line item.
- e. Identify any and all and any other funds NSEA receives (including any NEA grants) for its members that can be specifically identified for CCEA. Specify what programs and services those grant monies produced for CCEA member and identify those expenditures and from what line items from NSEA's budget they were drawn.
- f. Identify the requests, grants, demands from CCEA that were made for those funds. For example, please identify the funds provided to CCEA for the membership organizing grant and the amount of the grant that were the result of CCEA submitting requests, grants or demands for such funds.
- g. Identify how CCEA dues money is being spent in the Advocacy Fund for internal and external partnerships, independent expenditure campaigns, ballot initiatives, and other pro-public education advocacy in the past three years.
- h. A determination by this court that the bylaws of the NSEA and the NEA require that CCEA dues may only be transmitted by the CCEA to the NSEA by way of a contract of transmission rather than an affiliate agreement.
- i. Such other relief as the Court deems to be just and proper.

3. An order of this court declaring the non-existence of a contract obliging Plaintiff CCEA, its members, or any Plaintiff to transmit dues to Defendant NSEA or any Defendant.

1 Dated: September 12, 2017


Respectfully Submitted,

2 McCracken, Stemerman, & Holsberry, LLP

3 /s/ Richard G. McCracken

4 Richard G. McCracken

5 *Attorney for Plaintiffs*



1 **ACOM**
2 Richard G. McCracken
3 Kimberley C. Weber
4 McCracken, STEMERMAN & HOLSBERRY, LLP
5 1630 South Commerce Street, Suite 1-A
6 Las Vegas, NV 89102
7 Tel: (702)386-5107
8 Fax: (702)386-9848
9 rmccracken@msh.law
10 kweber@msh.law

11 Of counsel:

12 Joel A. D'Alba
13 ASHER, GITTLER & D'ALBA, LTD.
14 200 West Jackson Blvd, Suite 1900
15 Chicago, Illinois 60606
16 Tel: (312)263-1500
17 Fax: (312)263-1520
18 jad@ulaw.com

19 *Attorneys for Plaintiffs*

20 **EIGHTH JUDICIAL DISTRICT COURT**
21 **CLARK COUNTY, NEVADA**

22 CLARK COUNTY EDUCATION
23 ASSOCIATION, VICTORIA COURTNEY,
24 JAMES FRAZEE, ROBERT B. HOLLOWOOD,
25 and MARIE NEISESS,

26 Plaintiffs

CASE NO. A-17-761364-C

27 v.

DEPT. NO. 28

28 NEVADA STATE EDUCATION
ASSOCIATION, DANA GALVIN, RUBEN
MURILLO JR., BRIAN WALLACE, and BRIAN
LEE,

Defendants.

AMENDED COMP. FOR BREACH OF FIDUCIARY DUTY;
BREACH OF CONTRACT, AND DECLARATORY RELIEF

Case No. A-17-761364-C

1 **AMENDED COMPLAINT FOR BREACH OF FIDUCIARY DUTY, BREACH OF CONTRACT,**
2 **AND DECLARATORY RELIEF**

3 Exempt from Arbitration
4 (Action in Equity and at Law)

5 **INTRODUCTION**

6 1. Plaintiff Clark County Education Association ("CCEA") represents local educators who
7 are required to pay dues to Defendant Nevada State Employees Association ("NSEA"). In return, CCEA
8 members have a right to know how the NSEA has spent the dues collected from CCEA members. By
9 refusing to furnish this information, though this action, Plaintiff CCEA, its officers, and its members
10 allege that the NSEA has breached its fiduciary duty and its contractual obligations. Plaintiffs seek
11 enforcement of the contractual duties before August 31, 2017, and declaratory judgment defining the
12 contractual obligations after August 31, 2017.

13 **PARTIES**

14 2. The CCEA is an employee organization that serves as the local voice for education to
15 advance the cause of education, promote professional excellence among educators, to protect the rights
16 of educators and advance their interests and welfare, secure professional autonomy, unite educators for
17 active citizenship, promote and protect human and civil rights and act as the recognized bargaining agent
18 for licensed personnel in Clark County, and to improve the wages, hours and terms and conditions of
19 employment for the employees it represents. The CCEA is organized as a voluntary association of three
20 or more persons as a Nevada domestic non-profit cooperative corporation without stock pursuant to the
21 provisions of Nevada Revised Statutes.

22 3. Victoria Courtney is the elected president of the CCEA and is listed on the Nevada
23 Secretary of State business entity profile for CCEA as having an address in Clark County, Nevada.

24 4. Robert B. Hollowood is the elected treasurer of the CCEA and is listed on the Nevada
25 Secretary of State business entity profile for CCEA as having an address in Clark County, Nevada.

26 5. Marie Neisess is the elected secretary of the CCEA and is listed on the Nevada Secretary
27 of State business entity profile for CCEA as having an address in Clark County, Nevada.
28

1 6. James Frazee is an elected director of the CCEA and is listed on the Nevada Secretary of
2 State business entity profile for CCEA as having an address in Clark County, Nevada.

3 7. The CCEA is a recognized employee organization within the meaning of the Nevada
4 Revised Statutes and is authorized to engage in collective bargaining negotiations over wages, hours,
5 and working conditions, as provided by Nevada law. CCEA has its principal place of business in Clark
6 County Nevada.

7 8. Plaintiffs CCEA additionally files this action on behalf of the CCEA members. CCEA
8 represents thousands of licensed professional employees of the Clark County School District.

9 9. Defendant NSEA is a voluntary association of three or more persons authorized pursuant
10 to Nevada law as a domestic non-profit cooperative corporation without stock. NSEA has its principal
11 place of business in Carson City, Nevada.

12 10. Defendant Dana Galvin is named as an individual defendant and in the official capacity
13 as an elected director of the NSEA and is listed on the Nevada Secretary of State business entity profile
14 for NSEA as having an address in Clark County, Nevada.

15 11. Defendant Ruben Murillo Jr., is named as an individual defendant and in the official
16 capacity as the elected president of the NSEA and is listed on the Nevada Secretary of State profile for
17 NSEA as having an address in Clark County, Nevada.

18 12. Defendant Brian Wallace is named as an individual defendant and in the official capacity
19 as an elected officer of the NSEA and the elected secretary-treasurer of the NSEA and is listed on the
20 Nevada Secretary of State business entity profile for NSEA as having an address in Clark County,
21 Nevada. The duties of defendant Brian Wallace as secretary-treasurer are to serve as the chairperson of
22 the budget committee, make financial reports as required by the Board of Directors, and to in the
23 preparation of the annual budget for presentation to the Board of Directors.

24 13. Defendant Brian Lee is named as an individual defendant and in the official capacity as
25 the Executive Director of NSEA and is the administrative officer of NSEA responsible for working with
26 the secretary-treasurer to prepare an annual budget for presentation to the Board of Directors, to direct
27 activities of the staff subject to the direction of the Board of Directors and serves as the custodian of all
28

1 property owned by the NSEA. Defendant Lee is also responsible, among other duties, for the deposits,
2 disbursements, safe keeping and accounting of all NSEA funds as directed by NSEA Board of Directors.

3 **FACTUAL BACKGROUND**

4 14. The CCEA is a local teacher association that engages in the representation of licensed
5 professional employees, including teachers and other licensed professional employees for the purposes
6 of collective bargaining and the negotiation of wages, hours and working conditions with the Clark
7 County School District. The CCEA is a local affiliate of the NSEA and has been granted that status by
8 the NSEA Delegate Assembly and/or the Board of Directors of the NSEA.

9 15. The CCEA has thousands of members, has at least one general meeting each year, and
10 has adopted bylaws consistent with the bylaws of the NSEA in the parent organization. The CCEA
11 elects officers, elects delegates to the NSEA Delegate Assembly, and has submitted to the NSEA on a
12 regular basis its list of officers, school representatives, and local committee members.

13 16. Members of CCEA pay dues to CCEA, NSEA, and a parent organization, the National
14 Education Association ("NEA"), through dues payments deducted from their pay checks by the
15 employer, the Clark County School District, pursuant to a collective bargaining agreement between the
16 CCEA and the School District. Dues payments are directed to CCEA by the School District.

17 17. The NSEA bylaws and policies provide for designated funds to be created by NSEA, and
18 these include the Capital Improvement Fund, the Operating Reserves Fund, and the Advocacy Fund.
19 CCEA members have a right to know how NSEA officers and the NSEA executive director have
20 exercised their fiduciary responsibility to collect and spend the dues resources collected from CCEA
21 members for such funds.

22 18. In particular, the Advocacy Fund is used to help ensure sufficient funding is available to
23 support strategic efforts to advance the pro-education interests of the organization, including payments
24 for internal and external partnerships, independent expenditures for political campaigns, ballot
25 initiatives, lobbying and other pro-public education advocacy. Members of CCEA contribute through
26 dues money to the NSEA's Advocacy Fund and have a right pursuant to the NSEA bylaws and policies
27 to know how money is being spent in that fund and further to object to any payments made by NSEA to
28 political causes or interests to which those members object.

1 19. Based on information and belief, the CCEA members' dues comprise 51.0 percent of the
2 NSEA total revenue from local affiliates.

3 20. On or about January 11, 2017, Plaintiff Courtney and the CCEA Board of Directors
4 directed the Executive Director of CCEA, Mr. John Vellardita, to send a letter to Defendant Lee to
5 request the following financial information pursuant to financial concerns of the CCEA officers,
6 including the Plaintiffs herein. The information requested was:

- 7 a. A return on investment analytic assessment to determine what CCEA members
8 receive from NSEA in exchange for the dues paid into NSEA; and
9 b. A review of the past three years of NSEA's budget in terms of its incoming
10 revenue, its expenditures, with special revenue of CCEA funding contribution to
11 NSEA and NSEA's return of that funding to CCEA.

12 21. On or about January 15, 2017, Plaintiff Courtney and the CCEA Board of Directors
13 directed CCEA Executive Director John Vellardita to send a request for financial information to NSEA
14 and to specifically request:

- 15 a. In relation to the amount of dues collected from a CCEA member to NSEA,
16 please identify where in the NSEA budget those contribution go towards
17 expenditures. Please identify by line item;
18 b. Specially please identify what return in form of program, service benefits, legal
19 services, etc., that a CCEA member receives from NSEA for its monthly \$31.66
20 dues contribution. Please be specific in terms of actual expenses associated with
21 those payments;
22 c. Please also identify any and all other funds NSEA receives (including any NEA
23 grants) for its members that can be specifically identified for CCEA. Please be
24 specific in identifying what programs and services those grant monies produced
25 for CCEA members;
26 e. In addition, CCEA requests that this information be provided by identifying those
27 expenditures and from what line items from NSEA's budget they were drawn; and
28 f. In addition, what request, grant, demand, etc., from CCEA was made for those
funds. For example, please identify the funds provided to CCEA for the
membership organizing grant are in the sum of XX and a result of CCEA
submitting a grant for that request.

1 22. On or about February 3, 2017, President Courtney and the CCEA Board of Directors
2 directed CCEA Executive Director John Vellardita to request additional information and to renew the
3 information requests that had already been made as follows:

- 4
- 5 a. The Clark County Education (CCEA) again request the following financial and
6 operational information for the last three NSEA budget years (2016, 2015, and
7 2014), pursuant to Article III D(3)(e) of the Nevada State Education Association
8 (NSEA) policies updated (11/2016), first requested on January 15, 2017;
- 9 b. The information specifically requested is a repeat of the information that
10 had been requested in the January 15, 2017 letter; and
- 11 c. In this letter dated February 3, 2017, CCEA requested that a neutral third party
12 financial expert perform an audit and review the NSEA records budget and
13 prepare information and report related to revenues received from CCEA members
14 as well as expenditures related to CCEA member benefits and programs pursuant
15 to Article III, D(5)(b)(vii) and that this would be required pursuant to the bylaws
16 and policies of NSEA.

17 23. On or about June 28, 2017, Plaintiff Courtney and the CCEA of Directors directed CCEA
18 Executive Director John Vellardita to send a letter to Defendant Lee to request financial and operational
19 information pursuant to NSEA bylaws and policies. In addition to the information requested in earlier
20 letters sent to Defendant Lee, Mr. Vellardita also requested "in relation to the amount of dues collected
21 from a CCEA member and remitted to NSEA a breakdown of those 'dues collected, i.e., member dues,
22 special assessments, political action, advocacy funds, etc.'"

23 24. The information requested in the January 11, January 15, February 3, and June 28, 2017
24 letters has not been produced.

25 **FIRST CAUSE OF ACTION:**

26 **BREACH OF CONTRACT AND FIDUCIARY DUTY**

27 25. The Plaintiffs re-allege paragraphs 1 through 24 and incorporate them by reference.

28 26. The bylaws of the NSEA constitute a contractual relationship between the NSEA and its
local affiliate, the CCEA, and this contractual relationship requires that the officers of the NSEA be
responsible for its general management including submitting a proposed budget for the NSEA to the
delegate assembly for adoption and subsequent amendment as needed between delegate assemblies.

1 27. The Board of Directors has the authority pursuant to the bylaws to originate NSEA policy
2 and to report all policy decisions to the Delegate Assembly. These policies are an inherent part of the
3 NSEA bylaws and include specific fiduciary responsibilities for financial and operational standards.

4 28. NSEA through its bylaws acknowledges that it has, through its officers and executive
5 director, a special responsibility to ensure the integrity, honesty and reputation of the association and to
6 treat association resources with the utmost care and to adhere to the highest of ethical standards. These
7 bylaws place fiduciary responsibilities on the NSEA officers. These duties are owed to Plaintiff CCEA,
8 its officers, and its members.

9 29. NSEA bylaws provide for the compliance with these fiduciary standards and to “exercise
10 appropriate fiduciary responsibilities over Association resources and provide Association constituents
11 with information that is complete, accurate and appropriate.” This obligation to maintain the highest
12 standards of quality and financial reporting through business ethics and effective internal controls
13 includes the institution of “fluid information pathways among management, employees and governance,
14 including local affiliates that capture, process and communicate relevant internal and external
15 information in a timely manner.”

16 30. The failure of NSEA and individual defendants Galvin, Murillo, Wallace, and Lee to present
17 this information violates the fiduciary responsibilities outlined in the NSEA bylaws and policies.

18 31. NSEA and the individual defendants have violated their fiduciary responsibilities required
19 by the NSEA bylaws and policies by not disclosing this financial information to the members of CCEA.
20 This failure constitutes a material breach of contract.

21 32. The information requested by CCEA through the Plaintiffs and its Executive Director is
22 necessary in order for CCEA to carry out its fiduciary responsibilities in serving its members for the
23 purpose of organizing new members and to retain existing members by demonstrating the direct benefits
24 to the members for providing funding to the NSEA and its related activities. As a result, Plaintiff CCEA
25 has suffered damages under the contract, commensurate with the annual dues owed to Defendant NSEA.

26 **SECOND CAUSE OF ACTION:**

27 **FAILURE OF CONSIDERATION AND DECLARATORY RELIEF**

28 33. The Plaintiffs re-allege paragraphs 1 through 32 and incorporate them by reference.

1 34. The bylaws of NSEA provide that a local affiliate such as CCEA is to maintain a dues
2 transmittal contract with NSEA for the purpose of transmitting dues payments to NSEA.

3 35. Pursuant to a dues transmittal contract, all dues of CCEA members that are collected by
4 CCEA are to be transmitted in proportioned amounts to NSEA, and that at all material times herein
5 CCEA members contributed \$31.66 in dues to NSEA that had been deducted by payroll deductions by
6 the Clark County School District.

7 36. The payroll deductions of dues payments were made pursuant to a collective bargaining
8 agreement between CCEA and the Clark County School District. Dues payments received by CCEA
9 were transmitted to the NSEA pursuant to a service agreement that expired on August 31, 2017. A
10 successor dues transmittal contract has not been negotiated.

11 37. On May 3, 2017, CCEA Executive Director, John Vellardita, notified Defendant Lee that
12 the CCEA was terminating the Service Agreement under which the CCEA members' dues payments had
13 been transmitted to the NSEA. The Service Agreement was to expire on August 31, 2017, and was
14 subject to termination by written notice to the NSEA no later than thirty (30) days prior to the
15 anniversary date of the agreement (September 1, 2017).

16 38. On July 17, 2017, and August 3, 2017, the CCEA Executive Director requested that the
17 NSEA renegotiate the Service Agreement and a Contract for Dues Remittance.

18 39. On September 4 and 6, 2017, the CCEA Executive Director again requested that the
19 NSEA renegotiate the Service Agreement and a Contract for Dues Remittance.

20 40. On July 26, 2017 and September 4, 2017, Defendant Lee asserted that the policies of
21 NSEA provide for affiliate agreements under which dues payments are to be submitted by CCEA to
22 NSEA and that the Service Agreements are no longer available to a local affiliate such as CCEA.

23 41. The NSEA bylaws and the bylaws of the parent organization, NEA, require that a payroll
24 deduction is contingent upon the existence of a valid dues transmittal contract.

25 42. The definition of affiliate agreements in the NSEA policies does not refer to the payment
26 of dues from a local affiliate. Rather, the affiliate agreement definition refers to "mutual agreements that
27 establish or confirm programs, training and other activities that or not addressed by NSEA policy or
28 governing documents."

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- a. A return on investment analytic assessment to determine what CEA members receive from NSEA in exchange for the dues paid into NSEA;
- b. A review of the past three years of NSEA's budget in terms of its incoming revenue, its expenditures, with special revenue of CCEA funding contribution to NSEA and NSEA's return of that funding to CCEA.
- c. In relation to the amount of dues collected from a CCEA member to NSEA identify where in the NSEA budget those contributions go towards expenditures by each line item.
- d. The financial return in form of programs, service benefits, legal and other services, that a CCEA member receives from NSEA for its monthly \$31.66 dues contribution. Specify in terms of actual expenses associated with those payments by budget line item.
- e. Identify any and all and any other funds NSEA receives (including any NEA grants) for its members that can be specifically identified for CCEA. Specify what programs and services those grant monies produced for CCEA member and identify those expenditures and from what line items from NSEA's budget they were drawn.
- f. Identify the requests, grants, demands from CCEA that were made for those funds. For example, please identify the funds provided to CCEA for the membership organizing grant and the amount of the grant that were the result of CCEA submitting requests, grants or demands for such funds.
- g. Identify how CCEA dues money is being spent in the Advocacy Fund for internal and external partnerships, independent expenditure campaigns, ballot initiatives, and other pro-public education advocacy in the past three years.
- h. A determination by this court that the bylaws of the NSEA and the NEA require that CCEA dues may only be transmitted by the CCEA to the NSEA by way of a contract of transmission rather than an affiliate agreement.
- i. Such other relief as the Court deems to be just and proper.

3. An order of this court declaring the non-existence of a contract obliging Plaintiff CCEA, its members, or any Plaintiff to transmit dues to Defendant NSEA or any Defendant.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: September 20, 2017

Respectfully Submitted,

McCracken, Stemerman, & Holsberry, LLP

/s/ Richard G. McCracken
Richard G. McCracken

Attorney for Plaintiffs

SUMM

Richard J. Pocker (#3568)
BOIES SCHILLER FLEXNER LLP
300 South Fourth Street, Suite 800
Las Vegas, NV 89101
Tel.: (702) 382-7300
Fax: (702) 382-2755
rpocker@bsflp.com

John M. West*
Matthew Clash-Drexler*
James Graham Lake*
BREDHOFF & KAISER, PLLC
805 15th Street N.W., Suite 1000
Washington, DC 20005
Tel.: (202) 842-2600
Fax: (202) 842-1888
jwest@bredhoff.com
mcdrexler@bredhoff.com
glake@bredhoff.com

* Pro hac vice applications forthcoming
Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

NEVADA STATE EDUCATION
ASSOCIATION; NATIONAL EDUCATION
ASSOCIATION; RUBEN MURILLO;
ROBERT BENSON; and DIANE
DI ARCHANGEL,

CASE NO. A-17-761884-C

DEPT. NO. Department 31

Plaintiff(s),

-vs-

CLARK COUNTY EDUCATION
ASSOCIATION; JOHN VELLARDITA;
VICTORIA COURTNEY; and CLARK
COUNTY SCHOOL DISTRICT,

Defendant(s).

SUMMONS - CIVIL

2017-09-21 SUMMONS Civil.docx/9/21/2017

1 **NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU**
2 **WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS.**
3 **READ THE INFORMATION BELOW.**

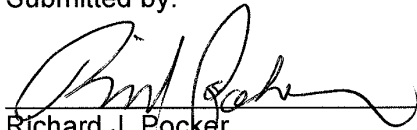
4 **CLARK COUNTY EDUCATION ASSOCIATION**

5 **TO THE DEFENDANT(S):** A civil Complaint has been filed by the Plaintiff(s) against
6 you for the relief set forth in the Complaint.

- 7 1. If you intend to defend this lawsuit, within 20 days after this Summons is
8 served on you, exclusive of the day of service, you must do the following:
9 (a) File with the Clerk of this Court, whose address is shown below, a
10 formal written response to the Complaint in accordance with the rules
11 of the Court, with the appropriate filing fee.
12 (b) Serve a copy of your response upon the attorney whose name and
13 address is shown below.
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 1 2. Unless you respond, your default will be entered upon application of the
2 Plaintiff(s) and failure to so respond will result in a judgment of default
3 against you for the relief demanded in the Complaint, which could result in
4 the taking of money or property or other relief requested in the Complaint.
5 3. If you intend to seek the advice of an attorney in this matter, you should do
6 so promptly so that your response may be filed on time.
7 4. The State of Nevada, its political subdivisions, agencies, officers,
8 employees, board members, commission members and legislators each
9 have 45 days after service of this Summons within which to file an Answer
10 or other responsive pleading to the Complaint.

11
12
13 Submitted by:

14 
15 Richard J. Pocker
16 *Attorneys for Plaintiff

STEVEN D. GRIERSON
CLERK OF COURT

By: 

Deputy Clerk Date
Michelle McCarthy 9/21/2017
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155

17
18
19 **NOTE: When service is by publication, add a brief statement of the object of the**
20 **action. See Nevada Rules of Civil Procedure 4(b).**
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AFFIDAVIT OF SERVICE

STATE OF)
)
COUNTY OF) ss:

_____, being duly sworn, says: That at all times herein affiant was and is over 18 years of age, not a party to nor interested in the proceeding in which this affidavit is made. That affiant received 1 copy(ies) of the Summons and Complaint, _____ on the _____ day of September, 2017 and served the same on the _____ day of September, 2017 by:

(Affiant must complete the appropriate paragraph)

- 1. Delivering and leaving a copy with the Defendant Clark County Education Association at (state address) 4230 McLeod Drive Las Vegas, NV 89121
- 2. Serving the Defendant _____ by personally delivering and leaving a copy with _____, a person of suitable age and discretion residing at the Defendant's usual place of abode located at (state address) _____

[Use paragraph 3 for service upon agent, completing (a) or (b)]
- 3. Serving the Defendant Clark County Education Association by personally delivering and leaving a copy at (state address) 4230 McLeod Drive Las Vegas, NV 89121
 - (a) With _____ as _____, an agent lawfully designated by statute to accept service of process;
 - (b) With _____, pursuant to NRS 14.020 as a person of suitable age and discretion at the above address, which address is the address of the resident agent as shown on the current certificate of designation filed with the Secretary of State.
- 4. Personally depositing a copy in a mail box of the United States Post Office, enclosed in a sealed envelope, postage prepaid (Check appropriate method):
 - ☐ Ordinary mail
 - ☐ Certified mail, return receipt requested
 - ☐ Registered mail, return receipt requested

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

addressed to the Defendant _____ at Defendant's last known address which is
(state address) _____

I declare under penalty of perjury under the law of the State of Nevada that the
foregoing is true and correct.

EXECUTED this _____ day of _____, 20____.

Signature of person making service

SUMM

Richard J. Pocker (#3568)
BOIES SCHILLER FLEXNER LLP
300 South Fourth Street, Suite 800
Las Vegas, NV 89101
Tel.: (702) 382-7300
Fax: (702) 382-2755
rpocker@bsflp.com

John M. West*
Matthew Clash-Drexler*
James Graham Lake*
BREDHOFF & KAISER, PLLC
805 15th Street N.W., Suite 1000
Washington, DC 20005
Tel.: (202) 842-2600
Fax: (202) 842-1888
jwest@bredhoff.com
mcdrexler@bredhoff.com
glake@bredhoff.com
* Pro hac vice applications forthcoming
Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

NEVADA STATE EDUCATION
ASSOCIATION; NATIONAL EDUCATION
ASSOCIATION; RUBEN MURILLO;
ROBERT BENSON; and DIANE
DI ARCHANGEL,

CASE NO. A-17-761884-C

DEPT. NO. Department 31

Plaintiff(s),

-vs-

CLARK COUNTY EDUCATION
ASSOCIATION; JOHN VELLARDITA;
VICTORIA COURTNEY; and CLARK
COUNTY SCHOOL DISTRICT,

Defendant(s).

SUMMONS - CIVIL

2017-09-21 SUMMONS Civil.docx/9/21/2017

1 **NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU**
2 **WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS.**
3 **READ THE INFORMATION BELOW.**

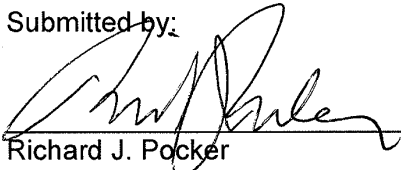
4 **CLARK COUNTY SCHOOL DISTRICT**

5 **TO THE DEFENDANT(S):** A civil Complaint has been filed by the Plaintiff(s) against
6 you for the relief set forth in the Complaint.

- 7 1. If you intend to defend this lawsuit, within 20 days after this Summons is
8 served on you, exclusive of the day of service, you must do the following:
9 (a) File with the Clerk of this Court, whose address is shown below, a
10 formal written response to the Complaint in accordance with the rules
11 of the Court, with the appropriate filing fee.
12 (b) Serve a copy of your response upon the attorney whose name and
13 address is shown below.
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28


- 1 2. Unless you respond, your default will be entered upon application of the
2 Plaintiff(s) and failure to so respond will result in a judgment of default
3 against you for the relief demanded in the Complaint, which could result in
4 the taking of money or property or other relief requested in the Complaint.
5 3. If you intend to seek the advice of an attorney in this matter, you should do
6 so promptly so that your response may be filed on time.
7 4. The State of Nevada, its political subdivisions, agencies, officers,
8 employees, board members, commission members and legislators each
9 have 45 days after service of this Summons within which to file an Answer
10 or other responsive pleading to the Complaint.

11
12
13 Submitted by:

14 
15 Richard J. Pocker
16 *Attorneys for Plaintiff

17
18
19 STEVEN D. GRIERSON
20 CLERK OF COURT

21 By:

22 
23 Deputy Clerk Date
24 Michelle McCarthy 9/21/2017
25 Regional Justice Center
26 200 Lewis Avenue
27 Las Vegas, NV 89155
28

NOTE: When service is by publication, add a brief statement of the object of the
action. See Nevada Rules of Civil Procedure 4(b).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AFFIDAVIT OF SERVICE

STATE OF)
)
COUNTY OF) ss:

_____, being duly sworn, says: That at all times herein affiant was and is over 18 years of age, not a party to nor interested in the proceeding in which this affidavit is made. That affiant received 1 copy(ies) of the Summons and Complaint, _____ on the _____ day of September, 2017 and served the same on the _____ day of September, 2017 by:

(Affiant must complete the appropriate paragraph)

1. Delivering and leaving a copy with the Defendant Clark County Education Association at (state address) 4230 McLeod Drive Las Vegas, NV 89121
2. Serving the Defendant _____ by personally delivering and leaving a copy with _____, a person of suitable age and discretion residing at the Defendant's usual place of abode located at (state address) _____
[Use paragraph 3 for service upon agent, completing (a) or (b)]
3. Serving the Defendant Clark County Education Association by personally delivering and leaving a copy at (state address) 4230 McLeod Drive Las Vegas, NV 89121
 - (a) With _____ as _____, an agent lawfully designated by statute to accept service of process;
 - (b) With _____, pursuant to NRS 14.020 as a person of suitable age and discretion at the above address, which address is the address of the resident agent as shown on the current certificate of designation filed with the Secretary of State.
4. Personally depositing a copy in a mail box of the United States Post Office, enclosed in a sealed envelope, postage prepaid (Check appropriate method):

- ☐ Ordinary mail
☐ Certified mail, return receipt requested
☐ Registered mail, return receipt requested

2017-09-21 SUMMONS CIVIL.docx/9/21/2017

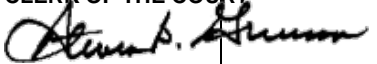
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

addressed to the Defendant _____ at Defendant's last known address which is
(state address) _____

I declare under penalty of perjury under the law of the State of Nevada that the
foregoing is true and correct.

EXECUTED this _____ day of _____, 20____.

Signature of person making service



COMP

Richard J. Pocker (#3568)
BOIES SCHILLER FLEXNER LLP
300 South Fourth Street, Suite 800
Las Vegas, NV 89101
Tel.: (702) 382-7300
Fax: (702) 382-2755
rpocker@bsflp.com

John M. West*
Matthew Clash-Drexler*
James Graham Lake*
BREDHOFF & KAISER, PLLC
805 15th Street N.W., Suite 1000
Washington, DC 20005
Tel.: (202) 842-2600
Fax: (202) 842-1888
jwest@bredhoff.com
mcdrexler@bredhoff.com
glake@bredhoff.com
* Pro hac vice applications forthcoming

Attorneys for Plaintiffs

**DISTRICT COURT
EIGHTH JUDICIAL DISTRICT
CLARK COUNTY, NEVADA**

NEVADA STATE EDUCATION
ASSOCIATION; NATIONAL EDUCATION
ASSOCIATION; RUBEN MURILLO;
ROBERT BENSON; and DIANE
DI ARCHANGEL,

Plaintiffs,

vs.

CLARK COUNTY EDUCATION
ASSOCIATION; JOHN VELLARDITA;
VICTORIA COURTNEY; and CLARK
COUNTY SCHOOL DISTRICT,

Defendants.

Case No.: A-17-761884-C
Department 31
DEPT. NO.:

**COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF**

**Arbitration Exemption Claimed:
Declaratory Relief**

COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF - 1

1. In this action for declaratory, injunctive, and other equitable relief, Plaintiffs Nevada State Education Association (“NSEA”), National Education Association (“NEA”), and individual Plaintiffs Ruben Murillo, Robert Benson, and Diane Di Archangel – who are members of NSEA, NEA, and Defendant Clark County Education Association (“CCEA”) – seek to prevent CCEA from diverting to its own use dues monies forwarded to it from Defendant Clark County School District (“CCSD”), which rightfully belong to NSEA and NEA. These funds are collected through payroll deduction from CCSD teachers who are members of CCEA, NSEA, and NEA, and CCEA’s refusal to transmit to NSEA the portion of these dues payments that belongs to NSEA and NEA is in violation of CCEA’s contractual obligations, constitutes (in the alternative) unjust enrichment, and amounts to conversion and fraud.

PARTIES

2. Plaintiff NSEA, a nonprofit corporation organized under the laws of this State, is an employee organization with approximately 24,000 members. NSEA is the parent affiliate of 31 local associations, of which CCEA is one, that together represent some 40,000 teachers and other employees of Nevada school districts. NSEA is affiliated at the national level with NEA.

3. Plaintiff NEA, a federally chartered nonprofit corporation, is a nationwide employee organization of some three million education professionals, the vast majority of whom are employed by public school districts, as well as colleges and universities, throughout the United States, including in Nevada.

4. Plaintiffs Ruben Murillo, Robert Benson, and Diane Di Archangel are teachers employed by CCSD, residents of Clark County, and members of CCEA, NSEA, and NEA. Plaintiff Murillo is the President of NSEA and is a former President of CCEA. Plaintiff Benson is a member of the NSEA Board of Directors and is a former Vice President of CCEA.

1 **5.** Defendant CCEA, a nonprofit corporation organized under the laws of this State,
2 is an employee organization that represents teachers and other licensed personnel employed by
3 CCSD. CCEA previously was known as the Clark County Classroom Teachers Association
4 (“CCCTA”).

5
6 **6.** Defendant John Vellardita is the Executive Director of CCEA, and on information
7 and belief is a resident of Clark County.

8 **7.** Defendant Victoria Courtney is the President of CCEA, and on information and
9 belief is a resident of Clark County.

10 **8.** Defendant CCSD is a political subdivision of the State of Nevada, which employs
11 teachers and other licensed personnel who are represented for purposes of collective bargaining
12 under NRS § 288.150 by CCEA. CCSD is named as a Defendant in this action pursuant to
13 NRCP 19(a), as a party whose presence is necessary to provide complete relief.

14
15 **JURISDICTION AND VENUE**

16 **9.** This Court has jurisdiction over the action under Article 6, § 6, of the Nevada
17 Constitution.

18 **10.** Venue is proper in this Court pursuant to NRS § 13.040 because Defendants, or
19 some of them, reside or have their principal places of business in Clark County.

20
21 **FACTS**

22 **11.** Since 1957, CCEA has been the local affiliate of NSEA. NSEA, in turn, has been
23 affiliated at the national level with NEA since 1888. These affiliation relationships are
24 contractual in nature. CCEA’s Bylaws require that it “shall maintain affiliate status with the
25 National Education Association and the Nevada State Education Association under the required
26 procedures of each organization.”
27
28

1 **12.** NEA, NSEA and CCEA have unified membership, meaning that by joining
2 CCEA a member also joins NSEA and NEA as well, becoming a member of all three
3 organizations entitled to all the benefits of membership and obligated to pay membership dues to
4 all three associations. The benefits of membership include the NEA Educators Employment
5 Liability (“EEL”) Program, legal services for members provided through the NEA Unified Legal
6 Services Program, and various NEA member benefits programs, including complimentary and
7 for-purchase life insurance products.
8

9 **13.** NSEA and NEA dues are set by the duly elected representatives of those
10 organizations, pursuant to those organizations’ governing bylaws. For the 2017-18 academic
11 year, full-time active members pay \$377.66 in annual dues to NSEA and \$189 to NEA. CCEA
12 determines its own membership dues, which on information and belief are approximately \$245
13 for the current academic year.
14

15 **14.** Under the Bylaws of NEA and NSEA, both of which are binding on CCEA,
16 CCEA is required to collect the NSEA and NEA portions of membership dues (along with its
17 own local dues) and to transmit them to NSEA, which in turn transmits to NEA its portion of a
18 member’s dues.
19

20 **15.** NSEA’s Bylaws mandate that local affiliates, such as CCEA, shall “[h]ave a Dues
21 Transmittal Agreement with NSEA.” In addition, NEA’s Bylaws provide that “[l]ocal affiliates
22 shall have the full responsibility for transmitting state and [NEA] dues to state affiliates on a
23 contractual basis.”
24

25 **16.** In 1979, CCEA (then known as CCCTA) and NSEA entered into a contract
26 (“Dues Transmittal Agreement”), which designates CCEA as NSEA’s agent for the collection
27 and transmission to NSEA of the NSEA and NEA portions of members’ dues payments. The
28

1 Dues Transmittal Agreement sets out a schedule for CCEA's transmission of dues payments to
2 NSEA on a monthly basis. It further provides that the Contract shall remain in force from year to
3 year "unless terminated in writing by either party prior to September 1 of any NSEA
4 membership year, or amended by mutual consent of both parties." A true and correct copy of the
5 Dues Transmittal Agreement is attached hereto as Exhibit A.
6

7 **17.** Neither party has terminated the Dues Transmittal Agreement, which accordingly
8 remains in force during the current 2017-18 membership year.

9 **18.** Most CCEA members pay their CCEA/NSEA/NEA dues through payroll
10 deduction. For members who have authorized such payroll deduction, CCSD deducts the
11 cumulative membership dues owed to CCEA, NSEA, and NEA from members' paychecks and
12 transmits the deducted funds to CCEA. In signing their CCEA/NSEA/NEA Membership
13 Enrollment Form and payroll deduction authorization, members are informed that they are
14 becoming members of all three associations, and they understand that the dues that are deducted
15 from their CCSD paychecks and forwarded to CCEA are dues payments to all three associations.
16
17

18 **19.** Since at least 1979, CCEA has served as the collection agent for NSEA,
19 collecting and transmitting NSEA and NEA dues to NSEA under the terms of the Dues
20 Transmittal Agreement.

21 **20.** With regard to membership dues owed to NSEA and NEA, CCEA is merely a
22 collection agent, and has no independent claim of right to the NSEA and NEA portions of the
23 dues it collects from its members.
24

25 **21.** Periodically, CCEA and NSEA have entered into "service agreements" that
26 specify aspects of their working relationship in more detail. The most recent of these agreements
27 was signed by the parties in June 1999. This Service Agreement, by its terms, automatically
28

1 renewed from year to year unless terminated in writing by one of the parties, and it was in place
2 as of the 2016-17 school year. But on July 17, 2017 Defendant Vellardita notified NSEA that
3 CCEA intended to terminate the June 1999 Service Agreement effective August 31, 2017. The
4 termination of the 1999 Service Agreement, however, did not affect the parties' Dues
5 Transmittal Agreement, which has been in effect since 1979 and which remains in force.
6

7 **22.** Nonetheless, on August 3, 2017, Vellardita asserted in a letter to NSEA that, upon
8 the expiration of the 1999 Service Agreement, "CCEA is not only legally not obligated to
9 transmit dues, but cannot transmit member dues to NSEA per NSEA's own ByLaws," and that
10 "when the current Agreement between CCEA and NSEA expires on August 31, 2017 there will
11 not be a contract in place between the two organizations to collect and remit dues to NSEA."
12 These assertions are mistaken and are contradicted by past practice.
13

14 **23.** CCEA has further asserted, in a September 13, 2017 filing with this Court, that its
15 obligation and "CCEA members' obligation to transmit dues to the NSEA was terminated upon
16 expiration of the service agreement on August 31, 2017."
17

18 **24.** Notwithstanding its contention that the contract governing transmittal of dues to
19 NSEA is no longer in effect, CCEA has failed and refused to negotiate in good faith with NSEA
20 for a successor agreement, and has instead conditioned any agreement to continue transmitting
21 dues on NSEA's acceptance of CCEA demands unrelated to the transmittal of membership dues.
22 These include, in particular, CCEA's insistence that the amount of NSEA dues that CCEA
23 members are required to pay be substantially reduced – notwithstanding that NSEA dues are set
24 uniformly on a statewide basis by NSEA's Delegate Assembly.
25

26 **25.** On or about September 1, 2017, CCEA received from CCSD its monthly
27 transmittal of CCEA/NSEA/NEA membership dues from members' payroll deductions. Under
28

1 the terms of the Dues Transmittal Agreement, CCEA was required to forward to NSEA the
2 NSEA and NEA portions of those membership dues by September 15, 2017. CCEA has failed to
3 make that payment to NSEA and instead has made clear that it intends to keep for itself all of the
4 members' dues payments, including the portions due and owing to NSEA and NEA.
5

6 **26.** On September 18, 2017, representatives of CCEA and NSEA met to renegotiate
7 the Service Agreement. CCEA's representatives, including Defendant Vellardita, refused to
8 bargain in good faith and walked out of the meeting after only eight minutes.

9 **27.** On information and belief, Defendants Vellardita and Courtney are responsible
10 for directing CCEA to withhold the NSEA and NEA dues.
11

12 **COUNT ONE**
13 **(Breach of Contract – Dues Transmittal Agreement)**

14 **28.** Plaintiffs incorporate by reference and re-allege the allegations of Paragraphs 1-
15 27.

16 **29.** Because neither party has terminated the Dues Transmittal Agreement pursuant to
17 its terms, that Agreement remains in force and is binding on CCEA at a minimum through the
18 academic year 2017-18.
19

20 **30.** In the alternative, any purported termination of the Dues Transmittal Agreement
21 on the part of CCEA was ineffective under that agreement, which states that "should any
22 provision of the agreement conflict with any policy or amendment to the Constitution and
23 Bylaws adopted by the NSEA ... or with any procedure and/or requirement adopted by the NSEA
24 Board of Directors ..., such policy, amendment, procedure or requirement shall prevail and the
25 conflicting provision in this agreement shall be automatically amended to reflect the prevailing
26 policy, amendment, procedure or requirement." Because the NSEA Bylaws include the
27
28

1 requirement that local affiliates “[h]ave a dues transmittal contract with NSEA,” the termination
2 provision of the Dues Transmittal Agreement was therefore “automatically amended” to permit
3 termination of the agreement only upon conclusion of a successor “dues transmittal contract.”

4
5 For this reason as well, the Dues Transmittal Agreement remains in effect.

6 **31.** The Dues Transmittal Agreement requires CCEA, as the agent of NSEA, to
7 collect from its members, including by the receipt of payroll deduction payments from CCSD,
8 the dues owed by these members to NSEA and NEA, and to transmit these funds to NSEA on a
9 monthly basis.

10 **32.** Notwithstanding this contractual obligation, CCEA has since September 1, 2017
11 failed and refused to transmit to NSEA the NSEA/NEA portion of dues collected from members,
12 including member dues paid by payroll deduction and transmitted to CCEA by CCSD on or
13 about September 1, 2017. CCEA has furthermore made clear that it intends to refuse to transmit
14 further dues payments to NSEA as required by the Dues Transmittal Agreement, and that it
15 instead intends to keep the NSEA and NEA portion of member dues for its own use.

16 **33.** The Dues Transmittal Agreement provides that any controversy arising under it
17 “may” be submitted to arbitration, but it does not require the parties to do so, stating that if
18 “neither party has initiated arbitration, this agreement may be enforced in the courts of Nevada.”
19 Neither NSEA nor CCEA has initiated arbitration. NSEA has elected to bring its claim under the
20 Dues Transmittal Agreement in this judicial forum.

21
22 **COUNT TWO**
23 **(Breach of Contract - NSEA Bylaws)**

24 **34.** Plaintiffs incorporate by reference and re-allege the allegations of Paragraphs 1-
25
26
27 33.

1 **35.** NSEA’s Bylaws constitute a contract between NSEA and its affiliated local
2 associations, including CCEA.

3 **36.** As CCEA has acknowledged in its September 13, 2017 filing with this Court,
4 NSEA’s Bylaws “provide that a local affiliate such as CCEA is to maintain a dues transmittal
5 contract with NSEA for the purpose of transmitting dues payments to NSEA.”
6

7 **37.** By purporting to terminate its Dues Transmittal Agreement with NSEA without
8 having a successor contract in place, by failing and refusing to negotiate in good faith for a
9 successor agreement, by asserting that it has no obligation to transmit the NSEA and NEA
10 portions of membership dues to NSEA, and by refusing to transmit those dues, CCEA has
11 breached its contractual obligation under the NSEA Bylaws.
12

13 **COUNT THREE**
14 **(Breach of Contract - NEA Bylaws)**

15 **38.** Plaintiffs incorporate by reference and re-allege the allegations of Paragraphs 1-
16 37.

17 **39.** NEA’s Bylaws constitute a contract between NEA and its affiliated state and local
18 associations, including CCEA.

19 **40.** NEA’s Bylaws require that local affiliates “have the full responsibility for
20 transmitting state and [NEA] dues to state affiliates on a contractual basis.”
21

22 **41.** By purporting to terminate its Dues Transmittal Agreement with NSEA without
23 having a successor contract in place, by failing and refusing to negotiate in good faith for a
24 successor agreement, by asserting that it has no obligation to transmit the NSEA and NEA
25 portions of membership dues to NSEA, and by refusing to transmit those dues, CCEA has
26 breached its contractual obligation under the NEA Bylaws.
27
28

COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF - 9

COUNT FOUR
(Breach of Contract - CCEA Bylaws)

42. Plaintiffs incorporate by reference and re-allege the allegations of Paragraphs 1-41.

43. The CCEA Bylaws constitute a contract between CCEA and its members, including Plaintiffs Murillo, Benson, and Di Archangel.

44. Article X, § 1 of CCEA's Bylaws provides that CCEA "shall maintain affiliate status with the [NEA] and the [NSEA] under the required procedures of each organization." Those "required procedures" include NEA's Bylaw provision that local affiliates "have the full responsibility for transmitting state and [NEA] dues to state affiliates on a contractual basis," as well as NSEA's Bylaw provision requiring that local affiliates "[h]ave a Dues Transmittal Agreement with NSEA."

45. By purporting to terminate the Dues Transmittal Agreement without having a successor contract in place, by failing and refusing to negotiate in good faith for a successor agreement, by asserting that it has no obligation to transmit the NSEA and NEA portions of membership dues to NSEA, and by refusing to transmit those dues, CCEA has violated its Bylaws and thus breached its contractual obligations to its members.

46. As a result of this breach of contract, Plaintiffs Murillo, Benson, and Di Archangel, and other CCEA members, are in danger of losing valuable benefits that are available to them as NEA members in good standing, including life insurance and other benefits.

47. Plaintiffs Murillo, Benson, and Di Archangel have no recourse through CCEA internal procedures by which this violation of CCEA's Bylaws could be remedied.

COUNT FIVE
(Unjust Enrichment)

48. Plaintiffs incorporate by reference and re-allege the allegations of Paragraphs 1-47.

49. In the alternative (if CCEA is deemed not to be bound by a written contract), CCEA has been unjustly enriched by its retention of membership dues owed to NSEA and NEA, and should be required to disgorge these funds to which it has no legal entitlement.

50. By keeping NEA/NSEA dues for itself, CCEA has retained a benefit which in equity and good conscience belongs to another.

51. By paying dues to CCEA that include NEA/NSEA dues, Plaintiffs Murillo, Benson, and Di Archangel have conferred a benefit on CCEA, which CCEA appreciates as a benefit and which CCEA has accepted and retained even though the benefit does not belong to it.

52. By permitting CCEA to collect dues in the name and on behalf of NSEA and NEA, NSEA has conferred a benefit on CCEA. CCEA understands that this arrangement is a benefit and has retained the NSEA and NEA dues so collected, which in equity and good conscience belong to NSEA and NEA.

COUNT SIX
(Conversion)

53. Plaintiffs incorporate by reference and re-allege the allegations of Paragraphs 1-52.

54. For decades CCEA has served as the collection agent for the dues its members owe to NSEA and NEA. CCEA's members owe these dues to NSEA and NEA, not to CCEA, which has served merely as collection agent.

62. Plaintiffs Murillo, Benson, and Di Archangel relied on CCEA's misrepresentation in electing to become or remain CCEA/NSEA/NEA members and in consenting to payroll deduction of the dues owed to those three associations.

63. CCEA knew its misrepresentation to be false.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants that provides the following relief:

A. A declaration that CCEA is contractually obligated monthly to transmit the NSEA and NEA portions of membership dues it receives to NSEA, under the terms of the Dues Transmittal Agreement;

B. An injunction prohibiting CCEA from retaining NSEA and NEA membership dues and requiring that all such dues received from CCSD or from individual members be transmitted to NSEA, consistent with the terms of the Dues Transmittal Agreement;

C. In the alternative, an order requiring that CCSO transmit directly to NSEA each month all NSEA and NEA membership dues deducted from members' paychecks;

D. An order requiring CCEA to disgorge to NSEA, with interest, all NSEA and NEA membership dues that it has received since September 1, 2017;

E. An award of Plaintiffs' reasonable attorney's fees and costs in this action; and

F. Such other relief as this Court may deem just and proper under the circumstances.

Dated this 21st day of September, 2017.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Respectfully submitted,

/s/ Richard J. Pocker
Richard J. Pocker (#3568)
BOIES SCHILLER FLEXNER LLP
300 South Fourth Street, Suite 800
Las Vegas, NV 89101
Tel.: (702) 382-7300
Fax: (702) 382-2755
rpocker@bsfllp.com

John M. West*
Matthew Clash-Drexler*
James Graham Lake*
BREDHOFF & KAISER, PLLC
805 15th Street N.W., Suite 1000
Washington, DC 20005
Tel.: (202) 842-2600
Fax: (202) 842-1888
jwest@bredhoff.com
mcdrexler@bredhoff.com
glake@bredhoff.com
* Pro hac vice applications forthcoming

Attorneys for Plaintiffs

Exhibit A

AGREEMENT BETWEEN THE NEVADA STATE EDUCATION ASSOCIATION
AND THE CLARK COUNTY CLASSROOM TEACHERS ASSOCIATION

This agreement is entered into for the purpose of collecting and transmitting UTP dues and membership data.

The Nevada State Education Association (hereinafter referred to as the "NSEA"), and the Clark County Classroom Teachers Association (hereinafter referred to as CCCTA), desire to set forth their respective understandings and responsibilities with regard to the collection and transmission of UTP dues and membership data.

Therefore, for full and adequate consideration and for their mutual benefit, the parties agree as follows:

I DESIGNATION OF THE CLARK COUNTY CLASSROOM TEACHERS ASSOCIATION AS AGENT

The NSEA designates, and CCCTA agrees to be its authorized agent for the purpose of collecting and transmitting NSEA and NEA dues and membership data from NSEA/NEA members who are also members of the CCCTA. The CCCTA will collect or cause to be collected NSEA/NEA dues from NSEA/NEA members and will transmit or have transmitted all NSEA/NEA dues.

II OBLIGATIONS OF THE CLARK COUNTY CLASSROOM TEACHERS ASSOCIATION (CCCTA)

A. NSEA/NEA Membership Data

1. The CCCTA currently has in operation adequate and reasonable procedures for recording and reporting membership information that will provide both the NSEA and NEA with all necessary membership data as described in the NSEA and NEA general membership transmittal procedures.
2. The initial transmittal of the aforesaid data for NSEA/NEA each membership year shall (a) be on a mutually acceptable enrollment card; (b) reflect the most current membership data available to the CCCTA; and (c) be received by NSEA not later than October 15 of each membership year. At least one subsequent transmittal of all additions to or changes in the above membership data shall be received by the NSEA not later than the 15th day of each month thereafter, subject to need for modification due to conditions beyond the CCCTA's control.

B. NSEA and NEA Membership Dues

1. The CCCTA agrees to transmit or have transmitted to the NSEA on a monthly basis within ten (10) working days after the school district transmits payroll deductions check and membership list to the CCCTA, membership dues at rates equal to 1/12th of the annual dues according to the following schedule:

Agreement between the NSEA and CCCTA

CCCTA Receives Check
From School District

October 2, 1979
November 2, 1979
November 30, 1979
January 3, 1980
February 1, 1980
March 3, 1980
April 2, 1980
May 2, 1980
June 2, 1980
July 2, 1980
August 1, 1980
September 1, 1980

CCCTA Mails Check For
Transmittal to NSEA

October 17, 1979
November 19, 1979
December 14, 1979
January 17, 1980
February 15, 1980
March 17, 1980
April 16, 1980
May 16, 1980
June 16, 1980
July 17, 1980
August 15, 1980
September 16, 1980

2. Dues transmitted to the NSEA pursuant to Section II, § (1) above shall be receivable in the form of a check drawn on the bank account of the CCCTA or the governmental subdivision that is the employer of the member.
3. In the event a member terminates employment voluntarily or involuntarily, said member shall forward to the NSEA, through CCCTA, the balance of the unpaid dues for the membership year ending August 31.

C. Enforcement of the Dues Transmittal Schedule

1. Should the CCCTA become delinquent in the above transmittal schedule by more than thirty (30) days, the CCCTA agrees to a penalty of one percent (1%) per month on the overdue balance, beginning with the first day of the month following the scheduled payment date.
2. The delegates representing the CCCTA shall be seated in the NSEA Delegate Assembly at the Annual Meeting only if the CCCTA is up to date on its dues transmittal as of one (1) month prior to the DA.
3. If the NSEA informs the NEA in writing that said CCCTA has failed to transmit the association dues in accordance with the dates set forth in II, B (1), and such information is verified by the Executive Director, the delegate of CCCTA shall not be seated in the NEA Representative Assembly at the Annual Meeting.
4. (a) If the dues collection pattern in the CCCTA changes substantially during the term of the agreement, the CCCTA may apply to NSEA for modification of its dues transmittal agreement set forth in Section II, B (1) above.
(b) If because of emergency conditions or unforeseen developments, compliance with the dues transmittal schedule set forth in Section II, B (1) above would result in extreme hardship or inequity for the CCCTA then, CCCTA may apply to the NSEA Board for temporary suspension of the enforcement provisions set forth in Section II, C (1) above.

Agreement between the NSEA and CCCTA

- (c) Applications made by the CCCTA pursuant to Section II, C (4-a) or (b) above shall not be unreasonably denied. In case of unresolved issue between NSEA or CCCTA, either or both parties may appeal directly to NEA for resolution.

III OBLIGATIONS OF THE NSEA

The NSEA shall transmit NEA membership dues and membership data as described in Section II of the agreement between the NEA and NSEA regarding the collection and transmission of NEA dues and membership data.

NSEA shall assist CCCTA in its processing effort by assisting CCCTA office employees in membership processing and accounting methods and techniques and will continue to explore more efficient operational procedures in an effort to assist CCCTA to reduce its overhead costs.

IV DISPUTES INVOLVING INTERPRETATION, APPLICATION OR ENFORCEMENT OF THIS AGREEMENT

- A. Any controversy or claim arising out of or relating to this agreement, or breach thereof, may be submitted by either party to the American Arbitration Association to be settled in accordance with the Commercial Arbitration rules of the the American Arbitration Association. Such arbitration shall be held in Carson City, Nevada and judgment upon the award rendered by the arbitrator(s) may be entered in the courts of Nevada. Both parties will share the expense.
- B. If neither party has initiated arbitration, this agreement may be enforced in the courts of Nevada.
- C. This agreement, being entered into in the State of Nevada, shall be interpreted, construed, applied and governed by the laws of Nevada.

V AMMENDMENT OF AGREEMENT

Should any provision of the agreement conflict with any policy or amendment to the Constitution and Bylaws adopted by the NSEA Delegate Assembly or with any procedure and/or requirement adopted by the NSEA Board of Directors pursuant to the powers under Article VI of the NSEA Bylaws, such policy, amendment, procedure or requirement shall prevail and the conflicting provision in this agreement shall be automatically amended to reflect the prevailing policy, amendment, procedure or requirement.

VI CONTINUATION OF AGREEMENT

This agreement shall remain in force for each subsequent membership year unless terminated in writing by either party prior to September 1 of any NSEA membership year, or amended by mutual consent of both parties.

Agreement between the NSEA and CCCTA

CLARK COUNTY CLASSROOM TEACHERS ASSOCIATION

BY: Glida M. Brown

TITLE: President CCCTA

DATE: October 23, 1979

NEVADA STATE EDUCATION ASSOCIATION

BY: Charles Lee Simpson

TITLE: Executive Director

DATE: 23 October 1979

SUMM

Richard J. Pocker (#3568)
BOIES SCHILLER FLEXNER LLP
300 South Fourth Street, Suite 800
Las Vegas, NV 89101
Tel.: (702) 382-7300
Fax: (702) 382-2755
rpocker@bsflp.com

John M. West*
Matthew Clash-Drexler*
James Graham Lake*
BREDHOFF & KAISER, PLLC
805 15th Street N.W., Suite 1000
Washington, DC 20005
Tel.: (202) 842-2600
Fax: (202) 842-1888
jwest@bredhoff.com
mcdrexler@bredhoff.com
glake@bredhoff.com
* Pro hac vice applications forthcoming
Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

NEVADA STATE EDUCATION
ASSOCIATION; NATIONAL EDUCATION
ASSOCIATION; RUBEN MURILLO;
ROBERT BENSON; and DIANE
DI ARCHANGEL,

CASE NO. A-17-761884-C
DEPT. NO. Department 31

Plaintiff(s),

-vs-

CLARK COUNTY EDUCATION
ASSOCIATION; JOHN VELLARDITA;
VICTORIA COURTNEY; and CLARK
COUNTY SCHOOL DISTRICT,

Defendant(s).

SUMMONS - CIVIL

2017-09-21 SUMMONS Civil.docx/9/21/2017

1 **NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU**
2 **WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS.**
3 **READ THE INFORMATION BELOW.**

4 **JOHN VELLARDITA**

5 **TO THE DEFENDANT(S):** A civil Complaint has been filed by the Plaintiff(s) against
6 you for the relief set forth in the Complaint.

- 7 1. If you intend to defend this lawsuit, within 20 days after this Summons is
8 served on you, exclusive of the day of service, you must do the following:
 - 9 (a) File with the Clerk of this Court, whose address is shown below, a
10 formal written response to the Complaint in accordance with the rules
11 of the Court, with the appropriate filing fee.
 - 12 (b) Serve a copy of your response upon the attorney whose name and
13 address is shown below.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AFFIDAVIT OF SERVICE

STATE OF)
)
COUNTY OF) ss:

_____, being duly sworn, says: That at all times herein affiant was and is over 18 years of age, not a party to nor interested in the proceeding in which this affidavit is made. That affiant received 1 copy(ies) of the Summons and Complaint, _____ on the _____ day of September, 2017 and served the same on the _____ day of September, 2017 by:

(Affiant must complete the appropriate paragraph)

1. Delivering and leaving a copy with the Defendant Clark County Education Association at (state address) 4230 McLeod Drive Las Vegas, NV 89121
2. Serving the Defendant _____ by personally delivering and leaving a copy with _____, a person of suitable age and discretion residing at the Defendant's usual place of abode located at (state address) _____
[Use paragraph 3 for service upon agent, completing (a) or (b)]
3. Serving the Defendant Clark County Education Association by personally delivering and leaving a copy at (state address) 4230 McLeod Drive Las Vegas, NV 89121
 - (a) With _____ as _____, an agent lawfully designated by statute to accept service of process;
 - (b) With _____, pursuant to NRS 14.020 as a person of suitable age and discretion at the above address, which address is the address of the resident agent as shown on the current certificate of designation filed with the Secretary of State.
4. Personally depositing a copy in a mail box of the United States Post Office, enclosed in a sealed envelope, postage prepaid (Check appropriate method):

☐ Ordinary mail
☐ Certified mail, return receipt requested
☐ Registered mail, return receipt requested

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

addressed to the Defendant _____ at Defendant's last known address which is
(state address) _____

I declare under penalty of perjury under the law of the State of Nevada that the
foregoing is true and correct.

EXECUTED this _____ day of _____, 20____.

Signature of person making service

SUMM

Richard J. Pocker (#3568)
BOIES SCHILLER FLEXNER LLP
300 South Fourth Street, Suite 800
Las Vegas, NV 89101
Tel.: (702) 382-7300
Fax: (702) 382-2755
rpocker@bsflp.com

John M. West*
Matthew Clash-Drexler*
James Graham Lake*
BREDHOFF & KAISER, PLLC
805 15th Street N.W., Suite 1000
Washington, DC 20005
Tel.: (202) 842-2600
Fax: (202) 842-1888
jwest@bredhoff.com
mcdrexler@bredhoff.com
glake@bredhoff.com
* Pro hac vice applications forthcoming
Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

NEVADA STATE EDUCATION
ASSOCIATION; NATIONAL EDUCATION
ASSOCIATION; RUBEN MURILLO;
ROBERT BENSON; and DIANE
DI ARCHANGEL,

CASE NO. A-17-761884-C

DEPT. NO. Department 31

Plaintiff(s),

-vs-

CLARK COUNTY EDUCATION
ASSOCIATION; JOHN VELLARDITA;
VICTORIA COURTNEY; and CLARK
COUNTY SCHOOL DISTRICT,

Defendant(s).

SUMMONS - CIVIL

2017-09-21 SUMMONS Civil.docx/9/21/2017

1 **NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU**
2 **WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS.**
3 **READ THE INFORMATION BELOW.**

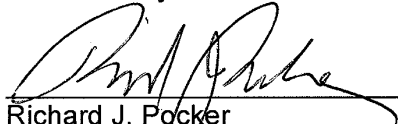
4 **VICTORIA COURTNEY**

5 **TO THE DEFENDANT(S):** A civil Complaint has been filed by the Plaintiff(s) against
6 you for the relief set forth in the Complaint.

- 7 1. If you intend to defend this lawsuit, within 20 days after this Summons is
8 served on you, exclusive of the day of service, you must do the following:
9 (a) File with the Clerk of this Court, whose address is shown below, a
10 formal written response to the Complaint in accordance with the rules
11 of the Court, with the appropriate filing fee.
12 (b) Serve a copy of your response upon the attorney whose name and
13 address is shown below.
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 1 2. Unless you respond, your default will be entered upon application of the
2 Plaintiff(s) and failure to so respond will result in a judgment of default
3 against you for the relief demanded in the Complaint, which could result in
4 the taking of money or property or other relief requested in the Complaint.
5 3. If you intend to seek the advice of an attorney in this matter, you should do
6 so promptly so that your response may be filed on time.
7 4. The State of Nevada, its political subdivisions, agencies, officers,
8 employees, board members, commission members and legislators each
9 have 45 days after service of this Summons within which to file an Answer
10 or other responsive pleading to the Complaint.

11
12
13 Submitted by:

14 
15 Richard J. Pocker
16 *Attorneys for Plaintiff

STEVEN D. GRIERSON
CLERK OF COURT

By: 

Deputy Clerk Date
Michelle McCarthy 9/21/2017
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155

17
18
19 **NOTE: When service is by publication, add a brief statement of the object of the**
20 **action. See Nevada Rules of Civil Procedure 4(b).**
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

AFFIDAVIT OF SERVICE

STATE OF)
) ss:
COUNTY OF)

_____, being duly sworn, says: That at all times herein affiant was and is over 18 years of age, not a party to nor interested in the proceeding in which this affidavit is made. That affiant received 1 copy(ies) of the Summons and Complaint, _____ on the _____ day of September, 2017 and served the same on the _____ day of September, 2017 by:

(Affiant must complete the appropriate paragraph)

1. Delivering and leaving a copy with the Defendant Clark County Education Association at (state address) 4230 McLeod Drive Las Vegas, NV 89121
2. Serving the Defendant _____ by personally delivering and leaving a copy with _____, a person of suitable age and discretion residing at the Defendant's usual place of abode located at (state address) _____

[Use paragraph 3 for service upon agent, completing (a) or (b)]

3. Serving the Defendant Clark County Education Association by personally delivering and leaving a copy at (state address) 4230 McLeod Drive Las Vegas, NV 89121
 - (a) With _____ as _____, an agent lawfully designated by statute to accept service of process;
 - (b) With _____, pursuant to NRS 14.020 as a person of suitable age and discretion at the above address, which address is the address of the resident agent as shown on the current certificate of designation filed with the Secretary of State.
4. Personally depositing a copy in a mail box of the United States Post Office, enclosed in a sealed envelope, postage prepaid (Check appropriate method):

- ☐ Ordinary mail
- ☐ Certified mail, return receipt requested
- ☐ Registered mail, return receipt requested

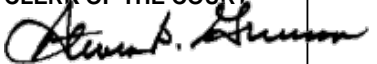
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

addressed to the Defendant _____ at Defendant's last known address which is
(state address) _____

I declare under penalty of perjury under the law of the State of Nevada that the
foregoing is true and correct.

EXECUTED this _____ day of _____, 20____.

Signature of person making service



SACOM

Richard G. McCracken
Kimberley C. Weber
McCRACKEN, STEMERMAN & HOLSBERRY, LLP
1630 South Commerce Street, Suite 1-A
Las Vegas, NV 89102
Tel: (702)386-5107
Fax: (702)386-9848
rmccracken@msh.law
kweber@msh.law

Of counsel:

Joel A. D'Alba
ASHER, GITTLER & D'ALBA, LTD.
200 West Jackson Blvd, Suite 1900
Chicago, Illinois 60606
Tel: (312)263-1500
Fax: (312)263-1520
jad@ulaw.com

Attorneys for Plaintiffs

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

CLARK COUNTY EDUCATION)
ASSOCIATION, VICTORIA COURTNEY,)
JAMES FRAZEE, ROBERT G. HOLLOWOOD,)
and MARIA NEISESS,)

Plaintiffs

CASE NO. A-17-761364-C

v.

DEPT. NO. 28

NEVADA STATE EDUCATION)
ASSOCIATION, DANA GALVIN, RUBEN)
MURILLO JR., BRIAN WALLACE, and BRIAN)
LEE,)

Defendants.

SECOND AMENDED COMP. FOR BREACH OF FIDUCIARY DUTY; Case No. A-17-761364-C
BREACH OF CONTRACT, AND DECLARATORY RELIEF

1 6. James Frazee is an elected director of the CCEA and is listed on the Nevada Secretary of
2 State business entity profile for CCEA as having an address in Clark County, Nevada.

3 7. The CCEA is a recognized employee organization within the meaning of the Nevada
4 Revised Statutes and is authorized to engage in collective bargaining negotiations over wages, hours,
5 and working conditions, as provided by Nevada law. CCEA has its principal place of business in Clark
6 County Nevada.

7 8. Plaintiffs CCEA additionally files this action on behalf of the CCEA members. CCEA
8 represents thousands of licensed professional employees of the Clark County School District.

9 9. Defendant NSEA is a voluntary association of three or more persons authorized pursuant
10 to Nevada law as a domestic non-profit cooperative corporation without stock. NSEA has it principal
11 place of business in Carson City, Nevada.

12 10. Defendant Dana Galvin is named as an individual defendant and in the official capacity
13 as an elected director of the NSEA and is listed on the Nevada Secretary of State business entity profile
14 for NSEA as having an address in Clark County, Nevada.

15 11. Defendant Ruben Murillo Jr., is named as an individual defendant and in the official
16 capacity as the elected president of the NSEA and is listed on the Nevada Secretary of State profile for
17 NSEA as having an address in Clark County, Nevada.

18 12. Defendant Brian Wallace is named as an individual defendant and in the official capacity
19 as an elected officer of the NSEA and the elected secretary-treasurer of the NSEA and is listed on the
20 Nevada Secretary of State business entity profile for NSEA as having an address in Clark County,
21 Nevada. The duties of defendant Brian Wallace as secretary-treasurer are to serve as the chairperson of
22 the budget committee, make financial reports as required by the Board of Directors, and to in the
23 preparation of the annual budget for presentation to the Board of Directors.

24 13. Defendant Brian Lee is named as an individual defendant and in the official capacity as
25 the Executive Director of NSEA and is the administrative officer of NSEA responsible for working with
26 the secretary-treasurer to prepare an annual budget for presentation to the Board of Directors, to direct
27 activities of the staff subject to the direction of the Board of Directors and serves as the custodian of all
28

1 property owned by the NSEA. Defendant Lee is also responsible, among other duties, for the deposits,
2 disbursements, safe keeping and accounting of all NSEA funds as directed by NSEA Board of Directors.

3 **FACTUAL BACKGROUND**

4 14. The CCEA is a local teacher association that engages in the representation of licensed
5 professional employees, including teachers and other licensed professional employees for the purposes
6 of collective bargaining and the negotiation of wages, hours and working conditions with the Clark
7 County School District. The CCEA is a local affiliate of the NSEA and has been granted that status by
8 the NSEA Delegate Assembly and/or the Board of Directors of the NSEA.

9 15. The CCEA has thousands of members, has at least one general meeting each year, and
10 has adopted bylaws consistent with the bylaws of the NSEA in the parent organization. The CCEA
11 elects officers, elects delegates to the NSEA Delegate Assembly, and has submitted to the NSEA on a
12 regular basis its list of officers, school representatives, and local committee members.

13 16. Members of CCEA pay dues to CCEA, NSEA, and a parent organization, the National
14 Education Association (“NEA”), through dues payments deducted from their pay checks by the
15 employer, the Clark County School District, pursuant to a collective bargaining agreement between the
16 CCEA and the School District. Dues payments are directed to CCEA by the School District.

17 17. The NSEA bylaws and policies provide for designated funds to be created by NSEA, and
18 these include the Capital Improvement Fund, the Operating Reserves Fund, and the Advocacy Fund.
19 CCEA members have a right to know how NSEA officers and the NSEA executive director have
20 exercised their fiduciary responsibility to collect and spend the dues resources collected from CCEA
21 members for such funds.

22 18. In particular, the Advocacy Fund is used to help ensure sufficient funding is available to
23 support strategic efforts to advance the pro-education interests of the organization, including payments
24 for internal and external partnerships, independent expenditures for political campaigns, ballot
25 initiatives, lobbying and other pro-public education advocacy. Members of CCEA contribute through
26 dues money to the NSEA’s Advocacy Fund and have a right pursuant to the NSEA bylaws and policies to
27 know how money is being spent in that fund and further to object to any payments made by NSEA to
28 political causes or interests to which those members object.

1 19. Based on information and belief, the CCEA members' dues comprise 50.0 percent of the
2 NSEA total revenue from local affiliates.

3 20. On or about January 11, 2017, Plaintiff Courtney and the CCEA Board of Directors
4 directed the Executive Director of CCEA, Mr. John Vellardita, to send a letter to Defendant Lee to
5 request the following financial information pursuant to financial concerns of the CCEA officers,
6 including the Plaintiffs herein. The information requested was:

- 7 a. A return on investment analytic assessment to determine what CCEA members
8 receive from NSEA in exchange for the dues paid into NSEA; and
9 b. A review of the past three years of NSEA's budget in terms of its incoming
10 revenue, its expenditures, with special revenue of CCEA funding contribution to
11 NSEA and NSEA's return of that funding to CCEA.

12 21. On or about January 15, 2017, Plaintiff Courtney and the CCEA Board of Directors
13 directed CCEA Executive Director John Vellardita to send a request for financial information to NSEA
14 and to specifically request:

- 15 a. In relation to the amount of dues collected from a CCEA member to NSEA,
16 please identify where in the NSEA budget those contribution go towards
17 expenditures. Please identify by line item;
18 b. Specially please identify what return in form of program, service benefits, legal
19 services, etc., that a CCEA member receives from NSEA for its monthly \$31.66
20 dues contribution. Please be specific in terms of actual expenses associated with
21 those payments;
22 c. Please also, identify any and all other funds NSEA receives (including any NEA
23 grants) for its members that can be specifically identified for CCEA. Please be
24 specific in identifying what programs and services those grant monies produced
25 for CCEA members;
26 e. In addition, CCEA requests that this information be provided by identifying those
27 expenditures and from what line items from NSEA's budget they were drawn; and
28 f. In addition, what request, grant, demand, etc., from CCEA was made for those
 funds. For example, please identify the funds provided to CCEA for the
 membership organizing grant are in the sum of XX and a result of CCEA
 submitting a grant for that request.

1 22. On or about February 3, 2017, President Courtney and the CCEA Board of Directors
2 directed CCEA Executive Director John Vellardita to request additional information and to renew the
3 information requests that had already been made as follows:

- 4 a. The Clark County Education (CCEA) again request the following financial and
5 operational information for the last three NSEA budget years (2016, 2015, and
6 2014), pursuant to Article III D(3)(e) of the Nevada State Education Association
7 (NSEA) policies updated (11/2016), first requested on January 15, 2017;
8
9 b. The information specifically requested is a repeat of the information that
10 had been requested in the January 15, 2017 letter; and
11
12 c. In this letter dated February 3, 2017, CCEA requested that a neutral third party
13 financial expert perform an audit and review the NSEA records budget and
14 prepare information and report related to revenues received from CCEA members
15 as well as expenditures related to CCEA member benefits and programs pursuant
16 to Article III, D(5)(B)(vii) and that this would be required pursuant to the bylaws
17 and policies of NSEA.

18 23. On or about June 28, 2017, Plaintiff Courtney and the CCEA of Directors directed CCEA
19 Executive Director John Vellardita to send a letter to Defendant Lee to request financial and operational
20 information pursuant to NSEA bylaws and policies. In addition to the information requested in earlier
21 letters sent to Defendant Lee, Mr. Vellardita also requested “in relation to the amount of dues collected
22 from a CCEA member and remitted to NSEA a breakdown of those ‘dues collected, i.e., member dues,
23 special assessments, political action, advocacy funds, etc.’”

24 24. The information requested in the January 11, January 15, February 3, and June 28, 2017
25 letters has not been produced.

26 **FIRST CAUSE OF ACTION:**

27 **BREACH OF CONTRACT AND FIDUCIARY DUTY**

28 25. The Plaintiffs reallege paragraphs 1 through 24 and incorporate them by reference.

 26. The bylaws of the NSEA constitute a contractual relationship between the NSEA and its
local affiliate, the CCEA, and this contractual relationship requires that the officers of the NSEA be
responsible for its general management including submitting a proposed budget for the NSEA to the
delegate assembly for adoption and subsequent amendment as needed between delegate assemblies.

1 27. The Board of Directors has the authority pursuant to the bylaws to originate NSEA policy
2 and to report all policy decisions to the Delegate Assembly. These policies are an inherent part of the
3 NSEA bylaws and include specific fiduciary responsibilities for financial and operational standards.

4 28. NSEA through its bylaws acknowledges that it has, through its officers and executive
5 director, a special responsibility to ensure the integrity, honesty and reputation of the association and to
6 treat association resources with the utmost care and to adhere to the highest of ethical standards. These
7 bylaws place fiduciary responsibilities on the NSEA officers. These duties are owed to Plaintiff CCEA,
8 its officers, and its members.

9 29. NSEA bylaws provide for the compliance with these fiduciary standards and to “exercise
10 appropriate fiduciary responsibilities over Association resources and provide Association constituents
11 with information that is complete, accurate and appropriate.” This obligation to maintain the highest
12 standards of quality and financial reporting through business ethics and effective internal controls
13 includes the institution of “fluid information pathways among management, employees and governance,
14 including local affiliates, that capture, process and communicate relevant internal and external
15 information in a timely manner.”

16 30. The failure of NSEA and individual defendants Galvin, Murillo, Wallace, and Lee to present
17 this information violates the fiduciary responsibilities outlined in the NSEA bylaws and policies.

18 31. NSEA and the individual defendants have violated their fiduciary responsibilities required
19 by the NSEA bylaws and policies by not disclosing this financial information to the members of CCEA.
20 This failure constitutes a material breach of contract.

21 32. The information requested by CCEA through the Plaintiffs and its Executive director is
22 necessary in order for CCEA to carry out its fiduciary responsibilities in serving its members for the
23 purpose of organizing new members and to retain existing members by demonstrating the direct benefits
24 to the members for providing funding to the NSEA and its related activities. As a result, Plaintiff CCEA
25 has suffered damages under the contract, commensurate with the annual dues owed to Defendant NSEA.

26 **SECOND CAUSE OF ACTION:**

27 **FAILURE OF CONSIDERATION AND DECLARATORY RELIEF**

28 33. The Plaintiffs reallege paragraphs 1 through 32 and incorporate them by reference.

1 34. The bylaws of NSEA provide that a local affiliate such as CCEA is to maintain a dues
2 transmittal contract with NSEA for the purpose of transmitting dues payments to NSEA.

3 35. Pursuant to a dues transmittal contract, all dues of CCEA members that are collected by
4 CCEA are to be transmitted in proportioned amounts to NSEA, and that at all material times herein
5 CCEA members contributed \$31.66 in dues to NSEA that had been deducted by payroll deductions by
6 the Clark County School District.

7 36. The payroll deductions of dues payments were made pursuant to a collective bargaining
8 agreement between CCEA and the Clark County School District. Dues payments received by CCEA
9 were transmitted to the NSEA pursuant to a service agreement that expired on August 31, 2017. A
10 successor dues transmittal contract has not been negotiated.

11 37. On May 3, 2017, CCEA Executive Director, John Vellardita, notified Defendant Lee that
12 the CCEA was terminating the Service Agreement under which the CCEA members' dues payments had
13 been transmitted to the NSEA. The Service Agreement was to expire on August 31, 2017, and was
14 subject to termination by written notice to the NSEA no later than thirty (30) days prior to the
15 anniversary date of the agreement (September 1, 2017).

16 38. On July 17, 2017, and August 3, 2017, the CCEA Executive Director requested that the
17 NSEA renegotiate the Service Agreement and the Contract for Dues Remittance.

18 39. On September 4 and 6, 2017, the CCEA Executive Director again requested that the
19 NSEA renegotiate the Service Agreement and the Contract for Dues Remittance.

20 40. On July 26, 2017 and September 4, 2017, Defendant Lee asserted that the policies of
21 NSEA provide for affiliate agreements under which dues payments are to be submitted by CCEA to
22 NSEA and that the Service Agreements are no longer available to a local affiliate such as CCEA.

23 41. The NSEA bylaws and the bylaws of the parent organization, NEA, require that a payroll
24 deduction is contingent upon the existence of a valid dues transmittal contract.

25 42. The definition of affiliate agreements in the NSEA policies does not refer to the payment
26 of dues from a local affiliate. Rather, the affiliate agreement definition refers to "mutual agreements that
27 establish or confirm programs, training and other activities that or not addressed by NSEA policy or
28 governing documents."

1 43. The dues transmittal contract is an agreement that is required by the NSEA bylaws
2 (Article VIII Section 3 (F)) and governing documents and the NEA bylaws (Section 2-9).

3 44. The affiliate agreement referred to by Defendant Lee is not a dues transmittal contract
4 that allows for the transmittal of member's dues from CCEA to NSEA.

5 45. There has been no mutual agreement between CCEA and NSEA to transmit dues
6 deducted from CCEA member paychecks to NSEA since the expiration of the service agreement on
7 August 31, 2017. Since that time, there has been no mutual agreement between CCEA and NSEA to
8 provide for a dues transmittal contract or the creation of an affiliate agreement.

9 46. Plaintiffs' and the CCEA members' obligation to transmit dues to the NSEA was
10 terminated upon expiration of the service agreement on August 31, 2017.

11 47. Plaintiff CCEA, its officers, and its members have an interest in the dues transmittal
12 contract, any affiliate agreement for dues between CCEA and NSEA, and in any bylaw creating a dues
13 obligation for CCEA. Aside from NSEA and CCEA, Plaintiffs are aware of no other party who would
14 have an interest in such an agreement.

15 48. Plaintiffs seek a declaratory judgment pursuant to the Uniform Declaratory Judgement
16 Act, NRS 30.010 et seq.

17 49. Plaintiffs request that this Court declare their rights pursuant to the NSEA bylaws not to
18 transmit dues payments to NSEA until a dues transmittal contract has been mutually negotiated between
19 NSEA and CCEA. Until the determination by the court of such rights, the CCEA has placed dues money
20 designated for the NSEA in the amount of \$31.66 in an escrow account.

21 **THIRD CAUSE OF ACTION**

22 **BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING**

23 50. The Plaintiffs re-allege paragraph 1 through 49 and incorporate them by reference.

24 51. Plaintiff Clark County Education Association and Defendant Nevada State Education
25 Association have a special contractual relationship in that the CCEA is a local affiliated labor
26 organization of the statewide labor organization NSEA.

27 52. This special contractual relationship is based upon the NSEA bylaws and related rules
28 that provide, inter alia, for NSEA to follow fiduciary responsibilities for financial and operational

standards and disclose to its local affiliated labor organizations financial information that is complete, accurate and appropriate as to how dues contributions from CCEA members are spent on all NSEA programs, including but not limited to member benefits, employee organizing, legislation, lobbying activities, political contributions, salaries, and administrative expenses.

53. As a result of this special relationship between the CCEA and NSEA, there is a covenant of good faith and fair dealing that applies to the contractual relationship between CCEA and NSEA.

54. The failure of NSEA to provide CCEA with certain financial information requested by CCEA as alleged in paragraphs 21 to 24 above, and NSEA's failure to be transparent about NSEA financial matters constitutes a breach of the covenant of good faith and fair dealing.

55. As a result of the special relationship between CCEA and NSEA, NSEA is liable for any breach of its covenant of good faith and fair dealing under both tort law and contract law. Accordingly, CCEA asserts this cause of action as both a tort claim and a contract claim.

PRAYER

WHEREFORE, Plaintiffs CCEA, Courtney, Frazee, Hollowood, and Thrower, on behalf of themselves and those similarly situated, pray for the following relief:

1. An order of this court finding that Defendants have breached their contract by failing to provide information to Plaintiffs CCEA, its officers, and its members; entitling Plaintiffs to damages under the contract.

2. An order of this court finding that Defendants are required by contract to provide to the Plaintiffs the information that CCEA has requested as follows:

- a. A return on investment analytic assessment to determine what CEA members receive from NSEA in exchange for the dues paid into NSEA;
- b. A review of the past three years of NSEA's budget in terms of its incoming revenue, its expenditures, with special revenue of CCEA funding contribution to NSEA and NSEA's return of that funding to CCEA.
- c. In relation to the amount of dues collected from a CCEA member to NSEA identify where in the NSEA budget those contributions go towards expenditures by each line item.

- 1 d. The financial return in form of programs, service benefits, legal and other
2 services, that a CCEA member receives from NSEA for its monthly \$31.66 dues
3 contribution. Specify in terms of actual expenses associated with those payments
4 by budget line item.
- 5 e. Identify any and all and any other funds NSEA receives (including any NEA
6 grants) for its members that can be specifically identified for CCEA. Specify what
7 programs and services those grant monies produced for CCEA member and
8 identify those expenditures and from what line items from NSEA's budget they
9 were drawn.
- 10 f. Identify the requests, grants, demands from CCEA that were made for those
11 funds. For example, please identify the funds provided to CCEA for the
12 membership organizing grant and the amount of the grant that were the result of
13 CCEA submitting requests, grants or demands for such funds.
- 14 g. Identify how CCEA dues money is being spent in the Advocacy Fund for internal
15 and external partnerships, independent expenditure campaigns, ballot initiatives,
16 and other pro-public education advocacy in the past three years.
- 17 h. A determination by this court that the bylaws of the NSEA and the NEA require
18 that CCEA dues may only be transmitted by the CCEA to the NSEA by way of a
19 contract of transmission rather than an affiliate agreement.
- 20 i. Such other relief as the Court deems to be just and proper.

21 3. An order of this court declaring the non-existence of a contract obliging Plaintiff CCEA,
22 its members, or any Plaintiff to transmit dues to Defendant NSEA or any Defendant.
23

24 Dated: October 26, 2017

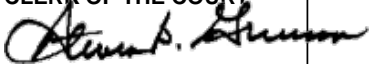
Respectfully Submitted,

McCracken, Stemerman, & Holsberry, LLP

/s/ Richard G. McCracken

Richard G. McCracken

Attorney for Plaintiffs



ANS

Richard G. McCracken
Kimberly C. Weber
McCRACKEN, STEMERMAN & HOLSBERRY, LLP
1630 South Commerce Street, Suite 1-A
Las Vegas, NV 89102
Tel: (702)386-5107
Fax: (702)386-9848
rmccracken@msh.law
kweber@msh.law

Of counsel:

Joel A. D'Alba
ASHER, GITTLER & D'ALBA, LTD.
200 West Jackson Blvd, Suite 1900
Chicago, Illinois 60606
Tel: (312)263-1500
Fax: (312)263-1520
jad@ulaw.com
*Attorneys for Defendants Clark County Education Association,
John Vellardita and Victoria Courtney*

**DISTRICT COURT
EIGHT JUDICIAL DISTRICT
CLARK COUNTY, NEVADA**

NEVADA STATE EDUCATION	)	CASE A-17-761884-C
ASSOCIATION, NATIONAL)	
EDUCATION, ASSOCIATION, RUBEN	)	ANSWER TO COMPLAINT
MURILLO, ROBERT BENSON, and)	
DIANE DI ARCHANGEL,	)	DEPT. NO 31
)	
Plaintiffs,	)	Hearing Date:
	)	Hearing Time
v.)	
)	
CLARK COUNTY EDUCATION)	
ASSOCIATION, JOHN VELLARDITA,)	
VICTORIA COURTNEY, and CLARK)	
COUNTY SCHOOL DISTRICT,)	
)	
Defendants)	

ANSWER | 1

ANSWER TO COMPLAINT

Defendants Clark County Education Association, John Vellardita and Victoria Courtney (“Defendants”) respond as follows:

1. In this action for declaratory, injunctive, and other equitable relief, Plaintiffs Nevada State Education Association (“NSEA”), National Education Association (“NEA”), and individual Plaintiffs Ruben Murillo, Robert Benson, and Diane Di Archangel – who are members of NSEA, NEA, and Defendant Clark County Education Association (“CCEA”) – seek to prevent CCEA from diverting to its own use dues monies forwarded to it from Defendant Clark County School District (“CCSD”), which rightfully belong to NSEA and NEA. These funds are collected through payroll deduction from CCSD teachers who are members of CCEA, NSEA, and NEA, and CCEA’s refusal to transmit to NSEA is in violation of CCEA’s contractual obligations, constitutes (in the alternative) unjust enrichment, and amounts to conversions and fraud.

Answer: Defendant admits that individual Plaintiffs Ruben Murillo, Robert Benson, and Diane Di Archangel are members of NSEA, NEA, and CCEA. However, Defendant denies the remainder of the allegations of this paragraph.

PARTIES

2. Plaintiff NSEA, a nonprofit corporation organized under the laws of this State, is an employee organization with approximately 24,000 members. NSEA is the parent affiliate of 31 local associations, of which the CCEA is one, that together represent some 40,000 teachers and other employees of Nevada school districts. NSEA is affiliated at the national level with NEA.

Answer: Defendants admit the allegations of this paragraph.

3. Plaintiff NEA, a federally chartered nonprofit corporation, is a nationwide employee organization of some three million education professionals, the vast majority of whom are employed by public school districts, as well as colleges and universities, throughout the United States, including in Nevada.

Answer: Defendants admit the allegations of this paragraph.

1 4. Plaintiffs Ruben Murillo, Robert Benson, and Diane Di Archangel and teachers employed
2 by CCSD, residents of Clark County, and members of CCEA, NSEA, and NEA. Plaintiff
3 Murillo is the President of NSEA and is a former President of CCEA. Plaintiff Benson is
a member of the NSEA Board of Directors and is a former Vice President of CCEA.

4 **Answer:** Defendants admits the allegations of this paragraph but states that that Plaintiff
5 Benson had a break in membership with the CCEA that should have made him
ineligible to be a member of the NSEA Board of Directors.

6 5. Defendant CCEA, a nonprofit corporation organized under the laws of this State, is an
7 employee organization that represents teachers and other licensed personnel employed by
8 CCSD. CCEA previously was known as the Clark County Classroom Teachers
Association ("CCCTA").

9 **Answer:** Defendants admit the allegations of this paragraph.

10 6. Defendant John Vellardita is the Executive Director of CCEA, and on information and
11 belief is a resident of Clark County.

12 **Answer:** Defendants admit the allegations of this paragraph.

13 7. Defendant Victoria Courtney is the President of CCEA, and on information and belief is
14 a resident of Clark County.

15 **Answer:** Defendants admit the allegations of this paragraph.

16 8. Defendants CCSD is a political subdivision of the State of Nevada, which employs
17 teachers and other licensed personnel who are represented for purposes of collective
18 bargaining under NRS § 288.150 by CCEA. CCSD is named as a Defendant in this action
pursuant to NRCP 19(a), as a party whose presence is necessary to provide complete
relief.

19 **Answer:** Defendants admit that the Defendant CCSD is political subdivision of the State of
20 Nevada which employee teachers and other licensed personnel but denies that
CCSD is a necessary party for this litigation.

JURISDICTION AND VENUE

9. This Court has jurisdiction over the action under Article 6, § 6, of the Nevada Constitution.

Answer: Defendants admit the allegations of this paragraph

10. Venue is proper in this Court pursuant of NRS § 13.040 because Defendants, or some of them, reside or have their principal places of business in Clark County.

Answer: Defendants admit the allegations of this paragraph.

11. Since 1957, CCEA has been the local affiliate of NSEA. NSEA, in turn, has been affiliated at the national level with NEA since 1888. These affiliation relationships are contractual in nature. CCEA's Bylaws require that it "shall maintain affiliate status with the National Education Association and the Nevada State Education Association under the required procedures of each organization."

Answer: Defendants admit the allegation regarding CCEA's Bylaws. However, Defendant is without sufficient knowledge or information to admit or deny the remaining allegations in this paragraph; therefore, the remaining allegations in this paragraph are denied.

12. NEA, NSEA and CCEA have unified membership, meaning that by joining CCEA a member also joins NSEA and NEA as well, becoming a member of all three organizations entitled to all the benefits of membership and obligated to pay membership dues to all three associations. The benefits of membership include the NEA Educators Employment Liability ("EEL") Program, legal services for members provided through the NEA Unified Legal Services Program, and various NEA member benefits programs, including complimentary and for-purchase life insurance products.

Answer: Defendants admit the allegations of this paragraph.

13. NSEA and NEA dues are set by the duly representatives of those organizations, pursuant to those organizations' governing bylaws. For the 2017-18 academic year, full-time

1 active members pay \$377.66 in annual dues to NSEA and \$189 to NEA. CCEA
2 determines its own membership dues, which on information and belief are approximately
3 \$245 for the current academic year.

4 **Answer:** Defendants admit the allegations regarding NSEA and NEA dues. However,
5 Defendants deny the allegations regarding CCEA dues. CCEA dues are \$243.84
6 and are determined pursuant to governing bylaws.

7 14. Under the Bylaws of NEA and NSEA, both of which are binding on CCEA, CCEA is
8 required to collect the NSEA and NEA portions of membership dues (along with its own
9 local dues) and to transmit them to NSEA, which in turn transmits to NEA its portion of a
10 member's dues.

11 **Answer:** Defendants deny that they are required to transmit dues payments to NSEA and
12 NEA in the absence of a dues transmittal agreement.

13 15. NSEA's Bylaws mandate that local affiliates, such as CCEA, shall "[h]ave a Dues
14 Transmittal Agreement with NSEA." In addition, NEA's Bylaws provide that "[l]ocal
15 affiliates shall have the full responsibility for transmitting state and [NEA] dues to state
16 affiliates on a contractual basis."

17 **Answer:** Defendants admit that allegations of this paragraph.

18 16. In 1979, CCEA (then known as CCCTA) and NSEA entered into a contract ("Dues
19 Transmittal Agreement"), which designates CCEA as NSEA's agent for the collection
20 and transmission to NSEA of the NSEA and NEA portions of members' dues payments.
The Dues Transmittal Agreement sets out a schedule for CCEA's transmission of dues
payments to NSEA on a monthly basis. It further provides that the Contract shall remain
in force from year to year "unless terminated in writing by either party prior to September
1 of any NSEA membership year, or amended by mutual consent of both parties." A true
and correct copy of Dues transmittal Agreement is attached hereto as Exhibit A.

Answer: Defendants admit that allegations of this paragraph.

1 17. Neither party has terminated the Dues Transmittal Agreement, which accordingly
2 remains in force during the current 2017-2018 membership year.

3 **Answer:** Defendants deny the allegations of this paragraph.

4 18. Most CCEA members pay their CCEA/NSEA/NEA dues through payroll deduction. For
5 members who have authorized such payroll deduction, CCSD deducts the cumulative
6 membership dues owed to CCEA, NSEA, and NEA from members' paychecks and
7 transmits the deducted funds to CCEA. In signing their CCEA/NSEA/NEA Membership
8 Enrollment Form and payroll deduction authorization, members are informed that they
9 are becoming members of all three associations, and they understand that the dues that
10 are deducted from their CCSA paychecks and forwarded to CCEA are dues payments tall
11 three associations.

12 **Answer:** Defendants admit that CCEA members pay dues through payroll deductions to
13 CCEA, NSEA and NEA and that in signing the CCEA/NSEA/NEA Membership
14 Enrollment Form and payroll deduction authorization, they are informed they are
15 becoming members of all three associations. Defendants deny the remaining
16 allegations in this paragraph.

17 19. Since at least 1979, CCEA has served as the collections agent for NSEA, collecting and
18 transmitting NSEA and NEA dues to NSEA under the terms of the Dues Transmittal
19 Agreement.

20 **Answer:** Defendants admit the allegations of this paragraph but deny that they continue to
21 serve as the collection agent for NSEA in the absence of a dues transmittal
22 agreement, which was terminated in writing prior to September 1, 2017.

23 20. With regard to membership dues owed to NSEA and NEA, CCEA is merely a collection
24 agent, and has no independent claim of right to the NSEA and NEA portions of the dues
25 it collects from its members.

26 **Answer:** Defendants deny the allegations of this paragraph.

27 21. Periodically, CCEA and NSEA have entered into "service agreements" that specify
28 aspects of their working relationship in more detail. The most recent of these agreements

1 was signed by the parties in June 1999. This Service Agreement, by its terms,
2 automatically renewed from year to year unless terminated in writing by one of the
3 parties, and it was in place as of the 2016-17 school year. But on July 17, 2017 Defendant
4 Vellardita notified NSEA that CCEA intended to terminate the June 1999 Service
5 Agreement effective August 31, 2017. The termination of the 1999 Service Agreement,
however, did not affect the parties' Dues Transmittal Agreement, which has been in
effect since 1979 and which remains in force.

6 **Answer:** Defendants deny the allegations of this paragraph.

7 22. Nonetheless, on August 3, 2017, Vellardita asserted in a letter to NSEA that, upon the
8 expiration of the 1999 Service Agreement, "CCEA is not only legally not obligated to
9 transmit dues, but cannot transmit member dues to NSEA per NSEA's own Bylaws," and
10 that "when the current Agreement between CCEA and NSEA expires on August 31, 2017
there will not be a contract in place between the two organizations to collect and remit
dues to NSEA." These assertions are mistaken and are contradicted by past practice.

11 **Answer:** Defendants deny the allegations of this paragraph that Defendant Vellardita's
12 assertions are mistaken and contradicted by past practice.

13 23. CCEA has further asserted, in a September 13, 2017 filing with this Court, that its
14 obligation and "CCEA members' obligation to transmit dues to the NSEA was terminated
upon expiration of the service agreement on August 31, 2017."

15 **Answer:** Defendants admit the allegations of this paragraph.

16 24. Notwithstanding its contention that the contract governing transmittal of dues to NSEA is
17 no longer in effect, CCEA has failed and refused to negotiate in good faith with NSE for
18 a successor agreement, and has instead conditioned any agreement to continue
19 transmitting dues on NSEA's acceptance of CCEA demands unrelated to the transmittal
20 of membership dues. These include, in particular, CCEA's insistence that the amount of
NSEA dues that CCEA members are required to pay be substantially reduced-

1 notwithstanding that NSEA dues are set uniformly on a statewide basis by NSEA's
2 Delegate Assembly.

3 **Answer:** Defendants deny the allegations of this paragraph.

4 25. On or about September 1, 2017, CCEA received from CCSD its monthly transmittal of
5 CCEA/NSEA/NEA membership dues from members' payroll deductions. Under the
6 terms of the Dues Transmittal Agreement, CCEA was required to forward to NSEA the
7 NSEA and NEA portions of those membership dues by September 15, 2017. CCEA has
8 failed to make that payment to NSEA and instead has made clear that it intends to keep
for itself all of the members' dues payments, including the portions due and owing to
NSEA and NEA.

9 **Answer:** Defendants admit the allegations of this paragraph as to receiving from CCSD a
10 monthly transmittal of membership dues from members' payroll deduction but
deny the remaining allegations.

11
12 26. On September 18, 2017, representatives of CCEA and NSEA met to renegotiate the
13 Service Agreement. CCEA's representatives, including Defendant Vellardita, refused to
bargain in good faith and walked out of the meeting after only eight minutes.

14 **Answer:** Defendants deny the allegations of this paragraph.

15 27. On information and belief, Defendants Vellardita and Courtney are responsible for
16 directing CCEA to withhold the NSEA and NEA dues.

17 **Answer:** In the absence of a dues transmittal agreement, Defendants deny the allegations of
this paragraph.

18 **COUNT ONE**
19 **(Breach of Contract – Dues Transmittal Agreement)**

20 28. Plaintiffs incorporate by reference and re-allege the allegations of Paragraphs 1-27.

1 **Answer:** Defendants incorporate their Answer to the allegations of Paragraph 1-27.

2 29. Because neither party has terminated the Dues Transmittal Agreement pursuant to its
3 terms, that Agreement remains in force and is binding on CCEA at a minimum through
the academic year 2017-18.

4 **Answer:** Defendants deny the allegations of this paragraph.

5 30. In the alternative, any purported termination of the Dues Transmittal Agreement on the
6 part of CCEA was ineffective under that agreement, which states that “should any
7 provision of the agreement conflict with any policy or amendment to the Constitution and
8 Bylaws adopted by the NSEA...or with any procedure and/or requirement adopted by the
9 NSEA Board of Directors..., such policy, amendment, procedure or requirement shall
10 prevail and the conflicting provision in this agreement shall be automatically amended to
11 reflect the prevailing policy, amendment, procedure or requirement.” Because the NSEA
12 Bylaws include the requirement that local affiliates “[h]ave a dues transmittal contract
13 with NSEA,” the termination provision of the Dues Transmittal Agreement was therefore
“automatically amended” to permit termination of the agreement only upon conclusion of
a successor “dues transmittal contract.” For this reason as well, the Dues Transmittal
Agreement remains in effect.

14 **Answer:** Defendants deny the allegations of this paragraph.

15 31. The Dues Transmittal Agreement requires CCEA, as the agent of NSEA, to collect from
16 its members, including by the receipt of payroll deduction payments from CCSD, the
17 dues owed by these members to NSEA and NEA, and to transmit these funds to NSEA
on a monthly basis.

18 **Answer:** Defendants deny that a dues transmittal agreement is in effect.

19 32. Notwithstanding this contractual obligation, CCEA has since September 1, 2017 failed
20 and refused to transmit to NSEA the NSEA/NEA portion of dues collected from
members, including member dues paid by payroll deduction and transmitted to CCEA by

1 CCSD on or about September 1, 2017. CCEA has furthermore made clear that it intends
2 to refuse to transmit further dues payments to NSEA as required by the Dues Transmittal
3 Agreement, and that it instead intends to keep the NSEA and NEA portion of member
4 dues for its own use.

4 **Answer:** Defendants deny the allegations of this paragraph.

5 33. The Dues Transmittal Agreement provides that any controversy arising under it “may” be
6 submitted to arbitration, but it does not require the parties to do so, stating that if “neither
7 party has initiated arbitration, this agreement may be enforced in the courts of Nevada.”
8 Neither NSEA nor CCEA has initiated arbitration. NSEA has elected to bring its claim
under the Dues Transmittal Agreement in this judicial forum.

9 **Answer:** Defendants admit the allegations of this paragraph.

10 **COUNT TWO**
(Breach of Contract – NSEA Bylaws)

11 34. Plaintiffs incorporate by reference and re-allege the allegations of Paragraphs 1-33.

12 **Answer:** Defendants incorporate their Answer to the allegations of Paragraph 1-33.

13 35. NSEA’s Bylaws constitute a contract between NSEA and its affiliated local associations,
14 including CCEA.

15 **Answer:** Defendants admit the allegations of this paragraph.

16 36. As CCEA has acknowledged in its September 13, 2017 filing with this Court, NSEA’s
17 Bylaws “provide that a local affiliate such as CCEA is to maintain a dues transmittal
18 contract with NSEA for the purpose of transmitting dues payments to NSEA.”

19 **Answer:** Defendants admit the allegations of this paragraph but state that a dues transmittal
20 contract is not in effect.

37. By purporting to terminate its Dues Transmittal Agreement with NSEA without having a
successor contract in place, by failing and refusing to negotiate in good faith for a

1 successor agreement, by asserting that it has no obligation to transmit the NSEA and
2 NEA portions of membership dues to NSEA, and by refusing to transmit those dues,
3 CCEA has breached its contractual obligation under the NSEA Bylaws.

4 **Answer:** Defendants deny the allegations of this paragraph.

5 **COUNT THREE**
6 **(Breach of Contract – NEA Bylaws)**

7 38. Plaintiffs incorporate by reference and re-allege the allegations of Paragraphs 1-37.

8 **Answer:** Defendants incorporate their Answer to the allegations of Paragraph 1-37.

9 39. NEA's Bylaws constitute a contract between NEA and its affiliated state and local
10 associations, including CCEA.

11 **Answer:** Defendants admit the allegations of this paragraph.

12 40. NEA's Bylaws require that local affiliates "have the full responsibility for transmitting
13 state and [NEA] dues to state affiliates on a contractual basis."

14 **Answer:** Defendants admit the allegations of this paragraph.

15 41. By purporting to terminate its Dues Transmittal Agreement with NSEA without having a
16 successor contract in place, by failing and refusing to negotiate in good faith for a
17 successor agreement, by asserting that it has no obligation to transmit the NSEA and
18 NEA portions of membership dues to NSEA, and by refusing to transmit those dues,
19 CCEA has breached its contractual obligation under the NEA Bylaws.

20 **Answer:** Defendants deny the allegations of this paragraph.

COUNT FOUR
(Breach of Contract – CCEA Bylaws)

42. Plaintiffs incorporate by reference and re-allege the allegations of Paragraphs 1 – 41.

Answer: Defendants incorporate their Answer to the allegations of Paragraph 1-41.

1 43. The CCEA Bylaws constitute a contract between CCEA and its members, including
2 Plaintiffs Murillo, Benson, and Di Archangel.

3 **Answer:** Defendants admit the allegations of this paragraph.

4 44. Article X, § 1 of CCEA's Bylaws provides that CCEA "shall maintain affiliate status
5 with the [NEA] and the [NSEA] under the required procedures of each organization."
6 Those 'required procedures' include NEA's Bylaw provision that local affiliates "have
7 the full responsibility for transmitting state and [NEA] dues to state affiliates on a
8 contractual basis," as well as NSEA's Bylaw provision requiring that local affiliates
9 "[h]ave a Dues Transmittal Agreement with NSEA."

10 **Answer:** Defendants admit the allegations of this paragraph as to the CCEA and NSEA by
11 law provisions but deny there is a dues transmittal agreement in effect.

12 45. By purporting to terminate the Dues Transmittal Agreement without having a successor
13 contract in place, by failing and refusing to negotiate in good faith for a successor
14 agreement, by asserting that it has no obligation to transmit the NSEA and NEA portions
15 of membership dues to NSEA, and by refusing to transmit those dues, CCEA has violated
16 its Bylaws and thus breached its contractual obligations to its members.

17 **Answer:** Defendants deny the allegations of this paragraph.

18 46. 4As a result of this breach of contract, Plaintiffs Murillo, Benson and Di Archangel, and
19 other CCEA members, are in danger of losing valuable benefits that are available to them
20 as NEA members in good standing, including life insurance and other benefits.

Answer: Defendants deny the allegations of this paragraph.

47. Plaintiffs Murillo, Benson, and Di Archangel have no recourse through CCEA internal
procedures by which this violation of CCEA's Bylaws could be remedied.

Answer: Defendants deny the allegations of this paragraph.

**COUNT FIVE
(Unjust Enrichment)**

48. Plaintiffs incorporate by reference and re-allege the allegations to Paragraphs 1-47.

Answer: Defendants incorporate and re-allege their answers to Paragraphs 1-47.

49.-52. Defendants do not provide answers to paras. 49 to 52 Count Five, but have filed the attached Motion to Dismiss Count Five.

**COUNT SIX
(Conversion)**

53. Plaintiffs incorporate by reference and re-allege the allegations to Paragraphs 1-52.

Answer: Defendants incorporate and re-allege their answers to Paragraphs 1-52.

54. For decades CCEA has served as the collection agent for the dues its members owe to NSEA and NEA. CCEA's members owe these dues to NSEA and NEA, not to CCEA, which has served merely as collection agent.

Answer: Since 1979, Defendant CCEA has transmitted dues to NSEA and NEA pursuant to successive dues transmittal agreements. As of Sept.1, 2017, there has not been a dues transmittal agreement in effect. Defendants deny the remaining allegations of this paragraph.

55. The monthly dues CCEA has historically remitted to NSEA are personal property belonging to NSEA and NEA. These dues are not the personal property of CCEA.

Answer: The dues payments CCEA has historically transmitted to NSEA and NEA have become the personal property of NSEA and NEA once they were received by NSEA and NEA. The Defendants deny the remaining allegations of this paragraph. The Defendants have filed the attached motion to dismiss the individual defendants named in Count Six.

56. By choosing to keep these dues, CCEA has performed a distinct act of dominion wrongfully exerted over NSEA's and NEA's personal property in defiance of their rights to that property

1 **Answer:** Defendants deny the allegations of this paragraph.

2 57. CCEA's keeping dues money that does not belong to it constitutes the conversion of
3 NSEA's and NEA's personal property.

4 **Answer:** Defendants deny the allegations of this paragraph

5 **COUNT SEVEN**
(Fraud)

6 58. Plaintiffs incorporate by reference and re-allege the allegations of Paragraphs 1-57.

7 **Answer:** Defendants incorporate their answers to para. 1 to 57 and do not provide an
8 answers to paras. 58 to 63 Count Seven, but have filed the attached Motion to
Dismiss Count Seven.

9 **AFFIRMATIVE DEFENSES**

10 **First Affirmative Defense**

11 Defendants state as an affirmative defense that there is no obligation to transmit dues
payments to the NSEA and the NEA in the absence of a negotiated dues transmittal agreement.

12 **Second Affirmative Defense**

13 Defendants state as an affirmative defense that they have not exercised dominion or
control over the dues payments deducted from employee paychecks for NSEA and NEA because
14 those funds have been placed into an escrow account for the duration of this litigation.

15 **Third Affirmative Defense**

16 Defendants state as an affirmative defense that Plaintiffs have breached their fiduciary
duties owed to Defendants.

17 **Fourth Affirmative Defense**

18 Defendants state as an affirmative defense that the dues forms which employees have
19 signed for payroll deductions do not state that dues are to be sent to the NSEA or the NEA.

Fifth Affirmative Defense

Defendants state as an affirmative defense that the Plaintiffs have unclean hands and are not entitled to equitable relief.

Sixth Affirmative Defense

Defendants state as an affirmative defense that Plaintiffs Ruben Murillo, Robert Benson, and Diane DiArchangel have not alleged or suffered any injury and that Defendants have not caused any injury to the same.

Seventh Affirmative Defense

Defendants state as an affirmative defense that Plaintiffs breached the express terms and the covenant of good faith and fair dealing of the contracts, if any, between Plaintiffs and Defendants.

Eighth Affirmative Defense

Defendants state as an affirmative defense that they have not engaged in a fraud because their actions have been consistent with the terms of the contractual arrangements between the parties, and there is no dues transmittal agreement in effect under which the CCEA is required to transmit dues to the NSEA and the NEA.

///

///

///

///

///

///

///

///

///

1
2 Defendants hereby give notice that they intend to rely on such other and further defenses
3 as may become available during discovery and reserve the right to amend this Answer to assert
4 such defenses.

5 Respectfully submitted,

6 Richard G. McCracken
7 Kimberly C. Weber
8 McCRACKEN, STEMERMAN & HOLSBERRY, LLP
9 1630 South Commerce Street, Suite 1-A
10 Las Vegas, NV 89102
11 Tel: (702)386-5107
12 Fax: (702)386-9848
13 rmccracken@msh.law
14 kweber@msh.law

15 Of counsel:

16 Joel A. D'Alba
17 ASHER, GITTLER & D'ALBA, LTD.
18 200 West Jackson Blvd, Suite 1900
19 Chicago, Illinois 60606
20 Tel: (312)263-1500
Fax: (312)263-1520
jad@ulaw.com

/s/ Kimberley C. Weber

*Attorney for Defendants Clark County Education
Association, John Vellardita and Victoria Courtney*

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 30th day of October 2017, I placed a true and correct copy of the foregoing document: **ANSWER TO COMPLAINT** in the United States Mail, with first-class postage prepaid, addressed to the following:

Richard J. Pocker
Boies Schiller Flexner LLP
300 S. Fourth Street, Suite 800
Las Vegas, NV 89101

-and-

John M. West
Matthew Clash-Drexler
James Graham Lake
Bredhoff & Kaiser, PLLC
805 15th Street NW, Suite 1000
Washington, DC 20005

Attorneys for Plaintiffs

Mark J. Ricciardi
Holly E. Walker
Fisher & Phillips LLP
300 S. Fourth Street, Suite 1500
Las Vegas, NV 89101

Attorneys for Defendant Clark County School District

Per NRS 53.045, I declare under penalty of perjury that the foregoing is true and correct.

/s/ Deborah D. Trujillo
DEBORAH TRUJILLO, PP, CLP

INTENTIONALLY BLANK

MDSM

Richard G. McCracken
Kimberly C. Weber
McCRACKEN, STEMERMAN & HOLSBERRY, LLP
1630 South Commerce Street, Suite 1-A
Las Vegas, NV 89102
Tel: (702)386-5107
Fax: (702)386-9848
rmccracken@msh.law
kweber@msh.law

Of counsel:

Joel A. D'Alba
ASHER, GITTLER & D'ALBA, LTD.
200 West Jackson Blvd, Suite 1900
Chicago, Illinois 60606
Tel: (312)263-1500
Fax: (312)263-1520
jad@ulaw.com

*Attorneys for Defendants Clark County Education Association,
John Vellardita and Victoria Courtney*

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

NEVADA STATE EDUCATION	)	CASE A-17-761884-C
ASSOCIATION, NATIONAL)	
EDUCATION, ASSOCIATION, RUBEN	)	DEFENDANTS CLARK COUNTY
MURILLO, ROBERT BENSON, and	)	EDUCATION ASSOCIATION'S, JOHN
DIANE DI ARCHANGEL,	)	VELLARDITA'S AND VICTORIA
	)	COURTNEY'S PARTIAL MOTION TO
Plaintiffs,	)	DISMISS AND SUPPORTING
	)	MEMORANDUM
v.)	
	)	DEPT. NO 31
CLARK COUNTY EDUCATION)	
ASSOCIATION, JOHN VELLARDITA,	)	Hearing Date:
VICTORIA COURTNEY, and CLARK	)	Hearing Time
COUNTY SCHOOL DISTRICT,)	
)	
Defendants)	

1
2
3 **MOTION AND NOTICE OF MOTION**

4 TO PLAINTIFFS AND THEIR COUNSEL OF RECORD:

5 PLEASE TAKE NOTICE that Defendants Clark County Education Association, John
6 Vellardita and Victoria Courtney, by and through their counsel, hereby move this Court pursuant
7 to NRCP 12(b)(5) for an order dismissing from Plaintiffs' Complaint, with prejudice, Count
8 Five, Count Seven, and the allegations against Defendants John Vellardita and Victoria
9 Courtney. The undersigned Defendants will bring this motion to dismiss for hearing before this
10 Court in Department XXXI of the above-referenced Court located at 200 Lewis Avenue, Las
11 Vegas, NV on _____, at _____ .m., or as soon thereafter as counsel can
12 be heard.

13 Defendants Clark County Education Association, John Vellardita and Victoria Courtney
14 request that the Court dismiss Count Five, Count Seven, and the allegations against Defendants
15 John Vellardita and Victoria Courtney, because Plaintiffs have not adequately pled causes of
16 action for unjust enrichment or fraud under Nevada law and furthermore have not stated any
17 claims against Defendants John Vellardita and Victoria Courtney. Because Plaintiffs have failed
18 to state claims upon which relief may be granted, the undersigned Defendants move to dismiss
19 under NRCP 12(b)(5).

20 This Motion is based on upon the attached memorandum of points and authorities, the
21 pleadings and papers on file, and any argument the Court may permit at the time of the hearing.

22 Dated: October 30, 2017

Respectfully Submitted,

23 McCracken, Stemerman, & Holsberry, LLP

24 /s/ Kimberley C. Weber

25 Richard G. McCracken

26 Kimberley C. Weber

27 *Attorney for Defendants Clark County Education*
28 *Association, John Vellardita and Victoria Courtney*

1 **MEMORANDUM OF LAW IN SUPPORT OF DEFENDANTS’ PARTIAL MOTION TO**
2 **DISMISS UNDER RULE 12(B)(5)**

3 Defendants, Clark County Education Association, John Vellardita, and Victoria
4 Courtney, move for partial dismissal of Plaintiffs’ complaint for failing to state a claim upon
5 which relief can be granted under NRCP 12(b)(5) as follows.

6 **Summary of Factual Allegations**
7

8 According to Plaintiffs’ Complaint, Defendant Clark County Education
9 Association (CCEA) is an employee organization that represents teachers and other licensed
10 personnel employed by Clark County School District (CCSD). Complaint ¶ 5. Defendant John
11 Vellardita is CCEA’s Executive Director, and Defendant Victoria Courtney is CCEA’s
12 President. *Id.* ¶¶ 6-7.¹

13 Plaintiff Nevada State Education Association (NSEA) is a statewide employee
14 organization and is the parent affiliate of 31 local associations representing teachers and other
15 employees of Nevada school districts. *Id.* ¶ 2. NSEA is affiliated with Plaintiff National
16 Education Association (NEA), a nationwide employee organization mostly comprised of public
17 school district employees. *Id.* ¶ 3. Plaintiffs Ruben Murillo, Robert Benson, and Diane Di
18 Archangel are teachers employed by CCSD and members of CCEA, NSEA, and NEA. *Id.* ¶ 4.
19 Murillo is the President of NSEA, and Benson is a member of the NSEA Board of Directors. *Id.*

20 CCEA became a local affiliate of NSEA, and in turn became affiliated with NEA,
21 in 1957. *Id.* ¶ 11. According to Plaintiffs, NEA, NSEA and CCEA have unified membership,
22 whereby any individual who becomes a member of CCEA also becomes a member of NSEA and
23 NEA entitled to the benefits of membership and obligated to pay dues to all three organizations.
24 *Id.* ¶ 12. In 1979, CCEA (then named Clark County Classroom Teachers Association, or
25 CCCTA) and NSEA entered into a Dues Transmittal Agreement, which designated CCEA as

26
27 ¹ Plaintiffs also identify Clark County School District as a Defendant, stating: “CCSD is a named
28 Defendant in this action pursuant to NRCP 19(a), as a party whose presence is necessary to provide
complete relief.” Complaint ¶ 8. It does not appear that Plaintiffs assert any claims against CCSD, and this
motion is not filed on behalf of CCSD.

1 “NSEA’s agent for the collection and transmission to NSEA of the NSEA and NEA portions of
2 members’ due payments.” *Id.* ¶ 16. That Agreement provides that it shall remain in force from
3 year to year unless terminated in writing by either party prior to September 1 for any NSEA
4 membership year. *Id.*; *see also* Complaint Exhibit A (Dues Transmittal Agreement).

5 In addition to the Dues Transmittal Agreement, CCEA and NSEA have
6 periodically entered into Service Agreements. Plaintiffs allege that these agreements specify
7 aspects of the organizations’ working relationship in more detail, and that the most recent
8 agreement was signed by CCEA and NSEA in June 1999. Complaint ¶ 21. That agreement
9 provided that it automatically renewed from year to year unless terminated in writing by one of
10 the parties. *Id.*

11 Plaintiffs allege that on July 17, 2017, Vellardita notified NSEA that CCEA
12 intended to terminate the 1999 Service Agreement, effective August 31, 2017. *Id.* They also
13 allege that on August 3, 2017, Vellardita asserted in a letter to NSEA that upon the expiration of
14 the 1999 Service Agreement, CCEA would no longer have an obligation to transmit dues to
15 NSEA (and in fact could not transmit dues per NSEA’s Bylaws), as there would be no contract in
16 place between the organizations to collect and remit dues. *Id.* ¶ 22. Finally, Plaintiffs assert that
17 on or about September 1, 2017, CCSD transmitted to CCEA the monthly membership dues from
18 employees’ payroll deductions, but CCEA did not transmit any portion of those dues to NSEA
19 *Id.* ¶ 25.

20 **Argument and Authorities**

21 **I. Introduction**

22 In their Complaint, Plaintiffs assert seven causes of action: four breach of contract claims
23 based on alleged violations of the Dues Transmittal Agreement, the NSEA Bylaws, the NEA
24 Bylaws, and the CCEA Bylaws, respectively; and three tort claims for unjust enrichment,
25 conversion, and fraud. The pleadings do not identify which Plaintiff or Plaintiffs assert each
26 claim, nor do they identify the Defendant or Defendants against whom each claim is asserted.
27 Based on the plain language of the Complaint, it appears that NSEA asserts the breach of
28 contract claims based on the Dues Transmittal Agreement and the NSEA Bylaws; NEA asserts

1 the breach of contract claim based on the NEA Bylaws; and Murillo, Benson, and Di Archangel
2 collectively assert the breach of contract claim based on the CCEA Bylaws.

3 It is less clear which claims, if any, are actually asserted against Defendants Vellardita
4 and Courtney. The Complaint alleges that these two individuals are executive officers of CCEA,
5 and that “[o]n information and belief, Defendants Vellardita and Courtney are responsible for
6 directing CCEA to withhold the NSEA and NEA dues.” Complaint ¶¶ 6-7, 27. However, the
7 causes of action only discuss actions or omissions allegedly committed by CCEA as a basis for
8 liability. The Complaint fails to allege any basis for individual liability for these officers, and
9 they are not party to any of the purported contracts at issue, so Plaintiffs have failed to state any
10 claim against Vellardita or Courtney.

11 Further, Plaintiffs’ pleadings are deficient with respect to the claims asserted
12 against CCEA for unjust enrichment and fraud. Even accepting all factual allegations as true and
13 drawing every fair inference in favor of Plaintiffs, the Complaint fails to state a claim against
14 CCEA under these causes of action. Accordingly, the Court should dismiss the Complaint in its
15 entirety with respect to Vellardita and Courtney and should dismiss the tort claims asserted
16 against CCEA.

17 **II. Standard for Dismissal Under Rule 12(b)(5)**

18 Rule 8(a) of the Nevada Rules of Civil Procedure requires that a pleading must contain “a
19 short and plain statement of the claim showing that the pleader is entitled to relief.” NRCP 8(a).
20 Pursuant to Rule 12(b)(5), defendants are entitled to dismissal of causes of action asserted
21 against them where the plaintiffs fail to state a claim upon which relief may be granted. NRCP
22 12(b)(5). On a motion to dismiss for failure to state a claim for relief, courts must accept all
23 factual allegations in the complaint as true and draw all inferences in the plaintiffs’ favor. *Buzz*
24 *Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 227-28 (2008). Thus, a complaint should be
25 dismissed when the plaintiffs could prove no set of facts in the complaint that would entitle them
26 to relief. *Cohen v. Mirage Resorts, Inc.*, 119 Nev. 1, 22, 62 P.3d 720, 734 (2003).

27 **III. Plaintiffs Fail to State a Claim for Unjust Enrichment**

28 In Nevada, the elements of an unjust enrichment or “quasi contract” claim are as follows:

- (1) a benefit conferred on the defendant by the plaintiff;
- (2) appreciation of the benefit by the defendant; and
- (3) acceptance and retention of the benefit by the defendant
- (4) in circumstances where it would be inequitable to retain the benefit without payment.

WMCV Phase 3, LLC v. Shushok & McCoy, Inc., 750 F. Supp. 2d 1180, 1196-97 (D. Nev. 2010) (citing *Leasepartners Corp., Inc. v. Robert L. Brooks Trust*, 113 Nev. 747 (1997)). Unjust enrichment is an equitable substitute for a contract, and an action for unjust enrichment therefore cannot lie where there is an express written agreement. *See Leasepartners*, 942 P.2d at 187 (citing *Lipshie v. Tracy Inv. Co.*, 93 Nev. 370 (1977); 66 Am. Jur. 2d *Restitution* §§ 6, 11 (1973)).

As noted above, the Complaint does not indicate which Plaintiff or Plaintiffs are asserting this cause of action. To the extent this claim is asserted by NSEA or NEA, the Complaint fails on its face because Plaintiffs have not pled that CCEA unjustly retained any benefit NSEA or NEA bestowed upon it. The pleadings assert that “[b]y permitting CCEA to collect dues in the name of and on behalf of NSEA and NEA, NSEA has conferred a benefit on CCEA. CCEA understands that this arrangement is a benefit and has retained the NSEA and NEA dues so collected, which in equity and good conscience belong to NSEA and NEA.” Complaint ¶ 52. This is the only benefit which Plaintiffs assert NSEA or NEA conferred onto CCEA in connection to this cause of action.

Reading the pleadings in the light most favorable to Plaintiffs, the Court cannot reasonably conclude that by permitting CCEA to collect dues in their name, NSEA conferred a benefit on the collecting organization. In truth, it is just the opposite: CCEA was providing a service to NSEA when it acted as NSEA’s collection agent, and that particular relationship conferred a benefit on NSEA, not CCEA. Thus, neither NSEA nor NEA has pled that it conferred any benefit on CCEA that was unjustly retained by CCEA.²

² Indeed, in a 2013 ERISA decision, the U.S. Supreme Court rejected the notion that a person would agree to a health benefits plan under which “he would pay for the privilege of serving as [his employer’s] collection agent.” *US Airways, Inc. v. McCutchen*, 569 U.S. 88, 105 (2013). Just as it is not a “privilege” to

1 Furthermore, these organizations cannot state unjust enrichment claims based on a benefit
2 conferred on CCEA by another person, such as the dues conferred by members of CCEA. *See*
3 *and compare WMCV Phase 3*, 750 F. Supp. 2d at 1197 (granting motion to dismiss unjust
4 enrichment claim under Nevada law because “Plaintiff fails to allege that the Texas Defendants
5 have unjustly retained any benefit that Plaintiff bestowed upon them, which is the first necessary
6 element of an unjust enrichment claim. . . . Plaintiff alleges only that the Texas Defendants
7 received a benefit from their co-Defendants Global Accents and Couture. For this reason, the
8 Court dismisses the unjust enrichment claim against the Texas Defendants.”) (citation omitted).
9 Accordingly, NSEA and NEA fail to state an unjust enrichment claim against CCEA on which
10 relief may be granted, and any such claim asserted by those organizations must be dismissed.

11 Similarly, to the extent Plaintiffs Murillo, Benson, and Di Archangel attempt to assert
12 unjust enrichment claims, they have also failed to state a cognizable claim. The Complaint
13 alleges: “By paying dues to CCEA that include NEA/NSEA dues, Plaintiffs Murillo, Benson,
14 and Di Archangel have conferred a benefit on CCEA, which CCEA appreciates as a benefit and
15 which CCEA has accepted and retained even though the benefit does not belong to it.”
16 Complaint ¶ 51.

17 These pleadings are likely sufficient to state that these three individual Plaintiffs
18 conferred a benefit to CCEA. However, their unjust enrichment claims fail because these three
19 individuals had no reasonable expectation of receiving payment for that benefit, so to the extent
20 CCEA retained any benefit, the benefit did not belong to Murillo, Benson, or Di Archangel.
21 Therefore, these Plaintiffs have failed to plead any circumstances making it inequitable for
22 CCEA not to return these dues to the individuals.

23 Unjust enrichment is applicable “when a party confers a benefit with a reasonable
24 expectation of payment.” *Certified Fire Prot. Inc. v. Precision Constr.*, 128 Nev. Adv. Op. 35,
25 283 P.3d 250, 257 (2012) (quoting 26 Richard A. Lord, *Williston on Contracts* § 68:1, at 24 (4th
26 ed. 2003)). In *Allegiant Air, LLC v. AAMG Mktg. Group, LLC*, 64182, 2015 WL 6709144 (Nev.

27 _____
28 serve as a collection agent for an employer, it is similarly not a “benefit” to serve as collection agent for a
parent-affiliate labor organization.

1 Oct. 29, 2015), the Nevada Supreme Court entered a judgment dismissing an unjust enrichment
2 claim. The Court concluded that although the defendant received and appreciated a benefit, the
3 acceptance and retention thereof did not occur under inequitable circumstances, since “[plaintiff]
4 AAMG had no reasonable expectation of payment from [defendant] Allegiant. More
5 appropriately, and conversely, Allegiant had an expectation of payment from AAMG. In turn,
6 AAMG had an expectation of payment from [third party] Westgate, which . . . AAMG received.”
7 *Id.* at *3. In other words, in order to state a claim for unjust enrichment, the party that conferred
8 the benefit must be the same party that has a reasonable expectation of being reimbursed for
9 conferring the benefit.

10 Here, although Murillo, Benson, and Di Archangel conferred a benefit on CCEA when
11 they paid dues, a portion of which allegedly belonged to NSEA and NEA, these individuals had
12 no expectation of CCEA paying them back for any portion of their dues. At most, they had an
13 expectation of some service or benefit from NSEA or NEA. The Complaint does not allege they
14 have lost any such benefit as a result of CCEA retaining their September 2017 dues. *See and*
15 *compare Coury v. Robison*, 115 Nev. 84, 90, 976 P.2d 518, 521 (1999) (affirming dismissal of
16 unjust enrichment counterclaims because any benefit retained by the counter-defendant “neither
17 belonged to [counter-plaintiffs] nor conferred upon them a loss.”). Thus, Murillo, Benson, and Di
18 Archangel have not pled inequitable circumstances requiring that the value of their dues be
19 returned to them, so they have failed to state a claim for unjust enrichment against CCEA.³

20 **IV. Plaintiffs Fail to State a Claim for Fraud**

21 The Court should also dismiss Plaintiffs’ fraud claim under NRCP 12(b)(5). A plaintiff
22 has the burden of proving each element of fraud claim by clear and convincing evidence. *Lubbe*
23 *v. Barba*, 91 Nev. 596, 540 P.2d 115 (1975). These elements are:

- 24
25 (1) A false representation made by the defendant;

26
27 ³ Plaintiffs do not appear to assert an unjust enrichment claim against Defendants Vellardita or
28 Courtney, and no facts have been pled to support individual liability for those Defendants. However, to the
extent Plaintiffs do assert such a claim against Vellardita or Courtney, the claim fails for the reasons
discussed above in addition to the reasons discussed in Section V, *infra*.

- (2) Defendant's knowledge or belief that the representation is false (or insufficient basis for making the representation);
- (3) Defendant's intention to induce the plaintiff to act or to refrain from acting in reliance upon the misrepresentation;
- (4) Plaintiff's justifiable reliance upon the misrepresentation; and
- (5) Damage to the plaintiff resulting from such reliance.

Id. at 599; *Bulbman, Inc. v. Nevada Bell*, 108 Nev. 105, 110-11 (1992).

At the pleading stage, the Nevada Rules are more demanding with respect to fraud claims than most other claims. Rule 9(b) provides in relevant part: “In all averments of fraud or mistake, the circumstances constituting fraud or mistake shall be stated with particularity.” NRCP 9(b). “The circumstances that must be detailed include averments to the time, the place, the identity of the parties involved, and the nature of the fraud or mistake.” *Brown v. Kellar*, 97 Nev. 582, 583-84, 636 P.2d 874, 874 (1981) (citing 5 Wright and Miller, Federal Practice and Procedure s 1297 at p. 403 (1969)); *see also Rocker v. KPMG LLP*, 122 Nev. 1185, 1192 (2006), *abrogated on other grounds by Buzz Stew*, 124 Nev. 224.

Here, Plaintiffs’ fraud claim is not sufficiently specific to satisfy the pleading requirement; and even if greater particularity were added, the claim would still fail on its face because Plaintiffs cannot prove any facts to support the elements of the claim. Based on the pleadings, the fraud claim is not asserted by NSEA or NEA, but is only asserted by Murillo, Benson, and Di Archangel. The Complaint alleges: “In inducing teachers to become CCEA/NSEA/NEA members and inducing members to authorize payment of their dues by payroll deduction, CCEA has represented that the deducted dues would pay for the membership fee not just in CCEA but also in NSEA and NEA.” Complaint ¶ 61. In order to jump to this conclusion, Plaintiffs note that CCEA’s website advertises the benefits of NEA and NSEA membership, and that CCEA’s membership enrollment form includes NEA and NSEA’s logos. *Id.* ¶¶ 59-60. The alleged website advertisement and membership enrollment form are the only specific communications identified by Plaintiffs; nothing else in the Complaint suggests that

1 CCEA or any agent of that organization ever actually stated that deducted dues would pay for
2 NEA or NSEA membership.

3 With respect to the element of justifiable reliance upon a misrepresentation, Plaintiffs
4 allege that “Murillo, Benson, and Di Archangel relied on CCEA’s misrepresentation in electing
5 to become or remain CCEA/NSEA/NEA members and in consenting to payroll deduction of the
6 dues owed to those three associations.” *Id.* ¶ 62. This fraud claim fails under NRCP 9(b) because
7 it provides no detail whatsoever with respect to the person or persons who allegedly made these
8 representations; the date or time of the alleged representations; the nature of the alleged fraud; or
9 any details about when any particular Plaintiff actually relied on any alleged representation.

10 Plaintiffs do not identify any actual and particular misrepresentation of fact by any
11 Defendant. Instead, they make the conclusory statement that CCEA has represented that
12 deducted fees would pay for membership in all three organizations, based on the allegation that
13 CCEA advertised the benefits of NEA/NSEA membership on its website and included those
14 groups’ logos on its membership enrollment form. This is fatal to this cause of action. *See Morris*
15 *v. Bank of Am. Nevada*, 110 Nev. 1274, 1280 n.1 (1994) (counter-plaintiffs failed to state fraud
16 claim “principally because [their] counsel failed to aver any specific misrepresentation of fact.”).

17 Similarly, the Complaint lacks specificity regarding Plaintiffs’ purported reliance on
18 CCEA’s alleged misrepresentations. The Complaint states only that the three named individuals
19 “relied on CCEA’s misrepresentations in electing to become or remain CCEA/NSEA/NEA
20 members”. Complaint ¶ 62. To be relevant to the fraud claim, a decision to become or remain a
21 member in these organizations must have been based on an alleged misrepresentation – here, that
22 deducted dues would go toward membership in CCEA, NSEA, and NEA. *See id.* ¶ 61. The first
23 time that dues were allegedly due but were withheld by CCEA was September 15, 2017. *Id.* ¶ 25.
24 According to the Complaint, then, any statement made before September 15, 2017 in which
25 CCEA claimed that dues would go toward NSEA and NEA membership was an accurate
26 representation of fact.

27 It follows that any decision by Plaintiffs to join or remain a member of the organizations
28 made before that date could not possibly have been based on any alleged misrepresentation. Yet

1 the Complaint does not identify any particular instance between September 15, 2017 and the
2 present when one or more of the named Plaintiffs elected to become a CCEA/NSEA/NEA
3 member. And the blanket allegation that these individuals continuously rely on past
4 representations in making an ongoing decision to remain a member of these groups is not
5 sufficiently specific to state a claim for fraud. The pleadings fail on their face.

6 Finally, and perhaps most importantly, Plaintiffs have not stated, and cannot state, facts
7 to support the fifth element of a claim for fraud: damage to the plaintiff resulting from his or her
8 reliance. Plaintiffs do not state that they have actually lost any benefit, such as NEA's
9 complimentary life insurance, that was allegedly advertised on CCEA's website. They similarly
10 do not state that they have been expelled from membership in NSEA or NEA, or that they have
11 suffered any other loss. This is because none of these Plaintiffs has suffered any damages as a
12 result of relying on any alleged misrepresentation by CCEA regarding their dues or membership
13 in NEA and NSEA. Accordingly, this claim fails and should be dismissed.⁴

14 **V. Plaintiffs Fail to State Any Claim Against John Vellardita or Victoria Courtney**

15 Plaintiffs do not state any claim against CCEA executive officers John Vellardita or
16 Victoria Courtney in their Complaint, and those two individuals are not named as parties whose
17 presence is necessary to provide complete relief. Thus, these two individuals are improperly
18 included as parties to this suit, and the Complaint should be dismissed in its entirety with respect
19 to Vellardita and Courtney.

20 **A. Neither Vellardita Nor Courtney Is Party to Any of the Alleged Contracts**

21 With respect to Plaintiffs' four breach of contract claims, neither Vellardita nor Courtney
22 is a party to any of the purported contracts which Plaintiffs allege were breached. The Dues
23 Transmittal Agreement (Count One) is allegedly a contract between CCEA and NSEA.
24 Complaint ¶¶ 16-17, Exhibit A. The NSEA Bylaws (Count Two) also allegedly constitute a
25 contract between CCEA and NSEA. *Id.* ¶ 35. The NEA Bylaws (Count Three) allegedly
26

27 ⁴ Plaintiffs do not appear to assert their fraud claim against Defendants Vellardita or Courtney, and no
28 facts have been pled to support individual liability for those Defendants. However, to the extent Plaintiffs
do assert such a claim against Vellardita or Courtney, the claim fails for the reasons discussed above in
addition to the reasons discussed in Section V, *infra*.

1 constitute a contract between CCEA and NEA. *Id.* ¶ 39. And the CCEA Bylaws (Count Four)
2 allegedly constitute a contract between CCEA and CCEA members Murillo, Benson, and Di
3 Archangel. *Id.* ¶ 43.

4 It is well-established that “no one is liable upon a contract except those who are parties to
5 it.” *Pletcher v. Boulevard Theater, LLC*, 66196, 2016 WL 1567055, at *1 (Nev. Apr. 15, 2016)
6 (quoting *Albert H. Wohlers & Co. v. Bartgis*, 114 Nev. 1249, 1262 (1998)); *see also Clark Cnty.*
7 *v. Bonanza No. 1*, 96 Nev. 643, 648-49 (1980). Plaintiffs do not allege that Vellardita or
8 Courtney was a party to any of those four purported contracts, so they are not subject to breach
9 of contract claims. They also do not allege that either individual breached any of the alleged
10 contracts or caused any damages through an alleged breach.

11 Even if Plaintiffs could show that either executive officer of CCEA personally signed one
12 of the documents alleged to constitute a contract, that would still be insufficient to bring a breach
13 of contract claim against the individual, as “[a]n agent who, acting within the scope of his
14 authority, enters into contractual relations for a disclosed principal, does not bind himself, in the
15 absence of an express agreement to do so.” *Swartout v. Grover Collins Drilling Mud Eng’rs and*
16 *Materials*, 75 Nev. 297, 300 (1959) (internal quotation omitted); *Upper Deck Co. v. Matt Const.,*
17 *LLC*, 128 Nev. 941 (2012). And to the extent any action taken by Vellardita or Courtney is
18 alleged to constitute a breach of contract, Plaintiffs have not attempted to state any facts that
19 could support a theory of individual liability for these two officers.

20 Because Plaintiffs do not allege, and could not allege, that John Vellardita or Victoria
21 Courtney is a party to any of the purported contracts underlying Plaintiffs’ first four causes of
22 action, they cannot state a claim for breach of contract against either of these individuals. Thus,
23 to the extent any of these breach of contract claims are asserted against Vellardita or Courtney,
24 they should be dismissed under NRCP 12(b)(5). *See Cramer v. Bank of Am.*, 66132, 2015 WL
25 4611936, at *2 (Nev. July 31, 2015) (affirming dismissal of breach of contract claim under Rule
26 12(b)(5) because “to the extent that [plaintiffs] sought to hold [defendant] liable on a contract to
27 which [defendant] was not a party, [plaintiffs] cited to no authority suggesting that this was a
28 legally cognizable claim for relief.”).

1 **B. Plaintiffs Have Not Asserted Any of Their Tort Claims Against Vellardita or**
2 **Courtney**

3 With respect to Plaintiffs' three remaining tort claims, the Complaint does not assert any
4 of these claims against Vellardita or Courtney. First, the Complaint includes no fact allegations
5 attributing any action or omission to Vellardita or Courtney with respect to Plaintiffs' purported
6 claims for unjust enrichment that could give rise to any individual liability. Plaintiffs have not
7 pled that they conferred any benefit on Vellardita or Courtney; or that either of these individuals
8 appreciated any such benefit; or that these individuals accepted and retained any such benefit; or
9 that it would be inequitable not to compel Vellardita and Courtney to repay any benefit. *See*
10 *Leasepartners*, 942 P.2d at 187. They have also not pled any facts which would support a theory
11 that these officers are personally liable for the alleged actions of their organization. Thus, to the
12 extent the unjust enrichment tort is asserted against Vellardita and Courtney, that claim should be
13 dismissed.

14 Second, the allegations in the Complaint relating to the fraud claim also fail to identify
15 any action or omission attributable to Vellardita or Courtney that could potentially give rise to
16 individual liability for fraud. The Complaint does not allege that either Vellardita or Courtney
17 made any false representation to Plaintiffs; or that either individual knew or believed that such
18 representation was false; or that either individual intended to induce one of the three named
19 individual Plaintiffs to act or refrain from acting in reliance on such a misrepresentation; or that
20 any Plaintiff justifiably relied on such misrepresentation; or resulting damages. *See Lubbe*, 91
21 Nev. at 599. Thus, to the extent the fraud claim is asserted against Vellardita and Courtney, that
22 claim should be dismissed.

23 Finally, with respect to the cause of action for conversion, Plaintiffs only assert this tort
24 against CCEA, not the individual officers. Conversion is "a distinct act of dominion wrongfully
25 exerted over another's personal property in denial of, or inconsistent with his title or rights
26 therein *or* in derogation, exclusion, or defiance of such title or rights." *Evans v. Dean Witter*
27 *Reynolds, Inc.*, 116 Nev. 598, 606, 5 P.3d 1043, 1048 (2000).
28

1 Plaintiffs allege that “[t]he monthly dues CCEA has historically remitted to NSEA are
2 personal property belonging to NSEA and NEA. These dues are not the personal property of
3 CCEA,” and that “[b]y choosing to keep these dues, CCEA has performed a distinct act of
4 dominion wrongfully exerted over NSEA’s and NEA’s personal property in defiance of their
5 rights to that property.” Complaint ¶¶ 55-56. Plaintiffs do not assert that Vellardita or Courtney
6 undertook any distinct act of dominion over the dues, or that either individual now retains the
7 value of those dues.

8 The Complaint does allege, based only on information and belief, that Vellardita and
9 Courtney were responsible for directing CCEA to withhold the NSEA and NEA dues. *Id.* ¶ 27.
10 But even if this were true, it would not constitute a distinct act of dominion by either executive
11 officer; Plaintiffs only allege that CCEA took this action constituting a conversion. Furthermore,
12 Plaintiffs do not assert civil conspiracy claims against Vellardita or Courtney based on the
13 allegation that those individuals directed CCEA to withhold funds; and even if they did, such a
14 claim would fail on its face because “[a]gents and employees of a corporation cannot conspire
15 with their corporate principal or employer where they act in their official capacities on behalf of
16 the corporation and not as individuals for their individual advantage.” *Collins v. Union Fed. Sav.*
17 *& Loan Ass’n*, 99 Nev. 284, 303, 662 P.2d 610, 622 (1983) (citations omitted). Thus, Plaintiffs
18 fail to state a conversion claim against Vellardita or Courtney, and to the extent they attempt to
19 assert such a claim, the Court should dismiss it.

20 Conclusion

21 Plaintiffs have improperly named John Vellardita and Victoria Courtney as Defendants in
22 this civil action, but they have not stated any claims against them. Plaintiffs cannot state breach
23 of contract claims against these individuals because neither was party to any of the purported
24 contracts at issue. And as shown, the Complaint does not assert any tort claim against Vellardita
25 or Courtney; but to the extent Plaintiffs attempt to assert any of their tort claims against these
26 individuals, the pleadings fail on their face. Plaintiffs have also failed to state a claim against
27 CCEA for unjust enrichment or fraud.
28

1 For the foregoing reasons, the Court should grant Defendants' partial motion to dismiss
2 under NRCP 12(b)(5) and enter an order dismissing the Complaint in its entirety with respect to
3 John Vellardita and Victoria Courtney and dismissing those Defendants from this litigation;
4 dismissing the unjust enrichment and fraud claims with respect to CCEA; and granting
5 Defendants such other and further relief to which they may be justly entitled.

6 Dated: October 30, 2017

Respectfully Submitted,

7
8 McCracken, Stemerman, & Holsberry, LLP

9 /s/ Kimberley C. Weber

Richard G. McCracken

10 Kimberley C. Weber

11 *Attorney for Defendants Clark County Education*
12 *Association, John Vellardita and Victoria Courtney*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 30th day of October 2017, I placed a true and correct copy of the foregoing document: Defendants Clark County Education Association's, John Vellardita's and Victoria Courtney's Partial Motion TO DISMISS and supporting Memorandum in the United States Mail, with first-class postage prepaid, addressed to the following:

Richard J. Pocker
Boies Schiller Flexner LLP
300 S. Fourth Street, Suite 800
Las Vegas, NV 89101

-and-

John M. West
Matthew Clash-Drexler
James Graham Lake
Bredhoff & Kaiser, PLLC
805 15th Street NW, Suite 1000
Washington, DC 20005

Attorneys for Plaintiffs

Mark J. Ricciardi
Holly E. Walker
Fisher & Phillips LLP
300 S. Fourth Street, Suite 1500
Las Vegas, NV 89101

Attorneys for Defendant Clark County School District

Per NRS 53.045, I declare under penalty of perjury that the foregoing is true and correct.

/s/ Deborah D. Trujillo

DEBORAH TRUJILLO, PP, CLP

AFFIDAVIT OF SERVICE

DISTRICT COURT
CLARK COUNTY, STATE OF NEVADA

Dept No. XXXI

Nevada State Education Association, et al.,

Plaintiff(s)

v.

Clark County Education Association, et al.,

Defendant(s)

Case No.: A-17-761884-C
Richard J. Pocker Bar No. 3568
BOIES SCHILLER & FLEXNER, LLP
300 S. FOURTH STREET, SUITE 800
LAS VEGAS, NV 89101
(702) 382-7300

Attorneys for the Plaintiff

Client File# 09976.0001

I, Dustin Gross, being sworn, states: That I am a licensed process server registered in Nevada. I received a copy of the Civil Summons; Complaint For Declaratory And Injunctive Relief from BOIES SCHILLER & FLEXNER, LLP

That on 10/2/2017 at 2:08 PM I served the above listed documents to Clark County Education Association c/o Dyer Lawrence Penrose Flaherty, Registered Agent by personally delivering and leaving a copy at 2805 Mountain St, Carson City, NV 89703-1539 with Leslie Voelker - Receptionist, a person of suitable age and discretion, authorized by Registered Agent to accept service of process at the above address shown on the current certificate of designation filed with the Secretary of State.

That the description of the person actually served is as follows:

Gender: Female, Race: Caucasian, Age: 40's, Height: 5'7", Weight: 200, Hair: Blonde, Eyes: N/A

I being duly sworn, states: that all times herein, Affiant was and is over 18 years of age, not a party to or interested in the proceedings in which this Affidavit is made. I declare under perjury that the foregoing is true and correct.

Date: 10/11/2017



Dustin Gross
Registered Work Card# R-081118
State of Nevada

(No Notary Per NRS 53.045)

Service Provided for:
Nationwide Legal Nevada, LLC
626 S. 7th Street
Las Vegas, NV 89101
(702) 385-5444
Nevada Lic # 1656



Order #: NV98344
Their File 09976.0001

AFFIDAVIT OF SERVICE

Electronically Filed
11/6/2017 10:35 AM
Steven D. Grierson
CLERK OF THE COURT

Steven D. Grierson

**EIGHTH JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA
CLARK COUNTY, STATE OF NEVADA**

Dept No. XXXI

Nevada State Education Association, et al.,

Plaintiff(s)

v.

Clark County Education Association, et al.,

Defendant(s)

Case No.: A-17-761884-C

Richard J. Pocker Bar No. 3568

BOIES SCHILLER & FLEXNER, LLP

300 S. FOURTH STREET, SUITE 800

LAS VEGAS, NV 89101

(702) 382-7300

Attorneys for the Defendant

Client File# 09976.0001

I, Judith Mae All, being sworn, states: That I am a licensed process server registered in Nevada. I received a copy of the Summons; Complaint For Declaratory And Injunctive Relief from BOIES SCHILLER & FLEXNER, LLP

That on 10/2/2017 at 1:50 PM at 5100 W. Sahara Ave, # 3rd Floor Las Vegas, NV 89146-3406 I served Clark County School District, by personally delivering and leaving a copy of the above-listed document(s) with Kathleen Schreur - Secretary, a person of suitable age and discretion authorized to accept service of process.

That the description of the person actually served is as follows:

Gender: Female, Race: Caucasian, Age: Over 60, Height: 5'6 - 6'0, Weight: 140-160 Lbs, Hair: Gray/White, Eyes: Blue, Marks: Glasses

I being duly sworn, states: that all times herein, Affiant was and is over 18 years of age, not a party to or interested in the proceedings in which this Affidavit is made. I declare under perjury that the foregoing is true and correct.

Date: 10/9/17

Judith Mae All
Judith Mae All

Registered Work Card# R-040570
State of Nevada

(No Notary Per NRS 53.045)

Service Provided for:

Nationwide Legal Nevada, LLC

626 S. 7th Street

Las Vegas, NV 89101

(702) 385-5444

Nevada Lic # 1656



Order #: NV98351
Their File 09976.0001

Case Number: A-17-761884-C

AA 0128

AFFIDAVIT OF SERVICE

Electronically Filed
11/6/2017 10:41 AM
Steven D. Grierson
CLERK OF THE COURT

Steven D. Grierson

DISTRICT COURT
CLARK COUNTY, STATE OF NEVADA

Dept No. XXXI

Nevada State Education Association, et al.,

Plaintiff(s)

v.

Clark County Education Association, et al.,

Defendant(s)

Case No.: A-17-761884-C

Richard J. Pocker Bar No. 3568

BOIES SCHILLER & FLEXNER, LLP

300 S. FOURTH STREET, SUITE 800

LAS VEGAS, NV 89101

(702) 382-7300

Attorneys for the Defendant

Client File# 09976.0001

I, Judith Mae All, being sworn, states: That I am a licensed process server registered in Nevada. I received a copy of the Summons; Complaint from BOIES SCHILLER & FLEXNER, LLP

That on 10/5/2017 at 8:53 AM at 4230 McLeod Drive, Las Vegas, NV 89121 I served John Vellardita with the above-listed documents by personally delivering a true and correct copy of the documents by leaving with John Vellardita.

That the description of the person actually served is as follows:

Gender: Male, Race: Caucasian, Age: Over 60, Height: 5'6 - 6'0, Weight: 180-200 Lbs, Hair: Gray/White, Eyes: Brown, Marks: Mustache Glasses

I being duly sworn, states: that all times herein, Affiant was and is over 18 years of age, not a party to or interested in the proceedings in which this Affidavit is made. I declare under perjury that the foregoing is true and correct.

Date: 10/9/17

Judith Mae All
Judith Mae All

Registered Work Card# R-040570
State of Nevada

(No Notary Per NRS 53.045)

Service Provided for:

Nationwide Legal Nevada, LLC

626 S. 7th Street

Las Vegas, NV 89101

(702) 385-5444

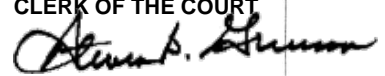
Nevada Lic # 1656



Order #: NV98355
Their File 09976.0001

Case Number: A-17-761884-C

AA 0129



AFFIDAVIT OF SERVICE

DISTRICT COURT CLARK COUNTY
CLARK COUNTY, STATE OF NEVADA

Nevada State Education Association, et al.,

Plaintiff(s)

v.

Clark County Education Association, et al.,

Defendant(s)

Case No.:A-17-761884-C
Richard J. Pocker Bar No.3568
BOIES SCHILLER & FLEXNER, LLP
300 S. FOURTH STREET, SUITE 800
LAS VEGAS, NV 89101
(702) 382-7300
Attorneys for the Defendant
Client File# 09976.0001

I, Shanna Anderson, being sworn, states: That I am a licensed process server registered in Nevada. I received a copy of the Summons; Complaint, from BOIES SCHILLER & FLEXNER, LLP


That on 11/28/2017 at 4:12 PM at 2400 Atlantic Street, Las Vegas, NV 89104 I served Victoria Courtney with the above-listed documents by personally delivering a true and correct copy of the documents by leaving with Victoria Courtney.

That the description of the person actually served is as follows:

Gender: Female, Race: Caucasian, Age: 50's, Height: 5'6", Weight: 145 Lbs., Hair: Blond, Eyes:Blue

I being duly sworn, states: that all times herein, Affiant was and is over 18 years of age, not a party to or interested in the proceedings in which this Affidavit is made. I declare under perjury that the foregoing is true and correct.

Date: 12-5-17


Shanna Anderson
Registered Work Card# R-086122
State of Nevada

(No Notary Per NRS 53.045)

Service Provided for:
Nationwide Legal Nevada, LLC
626 S. 7th Street
Las Vegas, NV 89101
(702) 385-5444
Nevada Lic # 1656





1 ANS

2 Richard J. Pocker (Nevada Bar No. 3568)

3 Paul J. Lal (Nevada Bar No. 3755)

4 BOIES SCHILLER FLEXNER LLP

5 300 South Fourth Street, Suite 800

6 Las Vegas, NV 89101

7 Tel.: (702) 382-7300

8 Fax: (702) 382-2755

9 rpocker@bsfllp.com

10 plal@bsfllp.com

11 John M. West*

12 Matthew Clash-Drexler*

13 James Graham Lake*

14 BREDHOFF & KAISER, PLLC

15 805 15th Street N.W., Suite 1000

16 Washington, DC 20005

17 Tel.: (202) 842-2600

18 Fax: (202) 842-1888

19 jwest@bredhoff.com

20 mcdrexler@bredhoff.com

21 glake@bredhoff.com

22 * Admitted pro hac vice

23 *Attorneys for Defendants*

24
25 DISTRICT COURT
26 EIGHTH JUDICIAL DISTRICT
27 CLARK COUNTY, NEVADA
28

29 CLARK COUNTY EDUCATION
30 ASSOCIATION, VICTORIA COURTNEY,
31 JAMES FRAZEE, ROBERT G.
32 HOLLOWOOD, and MARIE NEISESS,

33 Plaintiffs,

34 v.

35 NEVADA STATE EDUCATION
36 ASSOCIATION, DANA GALVIN, RUBEN
37 MURILLO JR., BRIAN WALLACE, and
38 BRIAN LEE,

Defendants.

Case No. A-17-761364-C

DEPT. NO. 28

**DEFENDANTS' ANSWER TO THE
SECOND AMENDED COMPLAINT**

1 **DEFENDANTS' ANSWER TO THE SECOND AMENDED COMPLAINT**

2 **INTRODUCTION**

3 1. Admit the first sentence of Paragraph 1. The remainder of the allegations in
4 Paragraph 1 are characterizations of the Plaintiffs' claims and require no response. To the extent
5 they require a response, Defendants deny the allegations contained therein.

6 **PARTIES**

7 2. Admit that CCEA is an employee organization that is organized to advance the
8 interests alleged in the first sentence of Paragraph 2, that CCEA is the recognized bargaining
9 agent for certain educational professionals employed by the Clark County School District, and
10 that CCEA is organized as a voluntary association of three or more persons as a Nevada
11 domestic non-profit cooperative corporation without stock pursuant to the provisions of Nevada
12 Revised Statutes. To the extent further response is required, Defendants deny the allegations in
13 Paragraph 2.

14 3. Admit.

15 4. Admit.

16 5. Admit.

17 6. Admit.

18 7. Admit.

19 8. Deny the first sentence of Paragraph 8. Admit the second sentence of Paragraph 8.

20 9. Admit the first sentence. Deny the second sentence.

21 10. Admit that Dana Galvin is an elected director of NSEA and is listed on the
22 Nevada Secretary of State business entity profile for NSEA as having an address in Clark
23 County, Nevada. The remainder of Paragraph 10 is a characterization of the Plaintiffs'
24 complaint and requires no response.

25 11. Admit that Ruben Murillo Jr. is the elected President of NSEA and is listed on the
26 Nevada Secretary of State business entity profile for NSEA as having an address in Clark
27
28

1 County, Nevada. The remainder of Paragraph 11 is a characterization of the Plaintiffs'
2 complaint and requires no response.

3 12. Admit that Brian Wallace is the elected Secretary-Treasurer of NSEA, that he is
4 listed on the Nevada Secretary of State business entity profile for NSEA as having an address in
5 Clark County, Nevada, and that his duties as NSEA Secretary-Treasurer include to serve as the
6 chairperson of the NSEA Budget Committee, to make financial reports as required by the NSEA
7 Board of Directors, and to assist in the preparation of the annual budget for presentation to the
8 NSEA Board of Directors. The remainder of Paragraph 12 is a characterization of the Plaintiffs'
9 complaint and requires no response.

10 13. Admit that Brian Lee is Executive Director of NSEA, and that, in that capacity, he
11 works with the NSEA Secretary-Treasurer to prepare an annual budget for presentation to the
12 NSEA Board of Directors, directs the activities of the staff subject to the direction of the Board
13 of Directors, serves as the custodian of all property owned by the NSEA, and is responsible for
14 deposits and disbursements as well and for the safekeeping and accounting of all NSEA funds as
15 directed by the NSEA Board of Directors. The remainder of Paragraph 13 is a characterization of
16 the Plaintiffs' complaint and requires no response.

18 **FACTUAL BACKGROUND**

19 14. Admit.

20 15. Admit the first sentence and admit that CCEA elects officers and delegates to the
21 NSEA Delegate Assembly. Except as so stated, Defendants deny the allegations in Paragraph 15.

22 16. Admit.

23 17. Defendants deny that the NSEA Bylaws speak to the subject of the Capital
24 Improvement Fund, the Operating Reserves Fund, or the Advocacy Fund, but Defendants admit
25 that the NSEA Policies provide for the maintenance of the Capital Improvement Fund, the
26 Operating Reserves Fund, and the Advocacy Fund. The remainder of the allegations in
27
28

1 Paragraph 17 are legal conclusions and require no response. Except as so stated and to the extent
2 further response is required, Defendants deny the allegations in Paragraph 17.

3 18. Defendants admit that the Advocacy Fund is used to help ensure sufficient
4 funding is available to support strategic efforts to advance the pro-education interests of the
5 organization, and that this fund is intended to provide payments for internal and external
6 partnerships, independent expenditures for political campaigns, ballot initiatives, lobbying and
7 other pro-public education advocacy; and Defendants further admit that the Advocacy Fund is
8 funded in part by contributions from NEA/NSEA/CCEA members. The remainder of the
9 allegations in Paragraph 18 are legal conclusions and require no response. Defendants further
10 admit that the NSEA President and Executive Director submit an Advocacy Fund expenditure
11 report at regularly scheduled NSEA Board of Directors meetings and at the NSEA Delegate
12 Assembly. Except as so stated and to the extent further response is required, Defendants deny the
13 allegations in Paragraph 18.

14 19. Deny.

15 20. Defendants lack sufficient knowledge or information upon which to form a belief
16 as to the truth of the allegation regarding what Victoria Courtney and the CCEA Board of
17 Directors directed John Vellardita to do, and therefore deny the same. Defendants admit that
18 John Vellardita sent Brian Lee a letter dated January 11, 2017 and aver that the letter speaks for
19 itself. Except as so stated, Defendants deny the allegations in Paragraph 20.

20 21. Defendants lack sufficient knowledge or information upon which to form a belief
21 as to the truth of the allegation regarding what Victoria Courtney and the CCEA Board of
22 Directors directed John Vellardita to do, and therefore deny the same. Defendants admit that
23 John Vellardita sent Brian Lee a letter dated January 15, 2017 and aver that the letter speaks for
24 itself. Except as so stated, Defendants deny the allegations in Paragraph 21.

25 22. Defendants lack sufficient knowledge or information upon which to form a belief
26 as to the truth of the allegation regarding what Victoria Courtney and the CCEA Board of
27 Directors directed John Vellardita to do, and therefore deny the same. Defendants admit that
28

1 John Vellardita sent Brian Lee a letter dated February 3, 2017 and aver that the letter speaks for
2 itself. Except as so stated, Defendants deny the allegations in Paragraph 22.

3 23. Defendants lack sufficient knowledge or information upon which to form a belief
4 as to the truth of the allegation regarding what Victoria Courtney and the CCEA Board of
5 Directors directed John Vellardita to do, and therefore deny the same. Defendants admit that
6 John Vellardita sent Brian Lee a letter dated June 28, 2017 and aver that the letter speaks for
7 itself. Except as so stated, Defendants deny the allegations in Paragraph 23.

8 24. Defendants aver that financial information about NSEA expenditures is regularly
9 available to CCEA members. Except as so stated, Defendants deny the allegations in Paragraph
10 24.

11 **FIRST CAUSE OF ACTION:**
12 **BREACH OF CONTRACT AND FIDUCIARY DUTY**

13 25. Defendants repeat and re-allege all of their responses to the foregoing Paragraphs
14 as if fully set forth herein.

15 26. Defendants admit that the NSEA bylaws constitute a contractual relationship
16 between NSEA and CCEA, but state that the remainder of the allegations in Paragraph 26 are
17 legal conclusions as to which no answer is required. Defendants further aver that the NSEA
18 Bylaws speak for themselves. Except as so stated, Defendants deny the allegations in Paragraph
19 26.

20 27. Defendants aver, with respect to the first sentence of Paragraph 27, that the NSEA
21 Bylaws speak for themselves and deny the allegations in the second sentence of Paragraph 27.
22 Except as so stated, Defendants deny the allegations in Paragraph 27.

23 28. Defendants aver that the NSEA bylaws speak for themselves and deny Plaintiffs'
24 characterization of them. Except as so stated, Defendants deny the allegations in Paragraph 28.

25 29. Defendants aver that the NSEA bylaws speak for themselves and deny Plaintiffs'
26 characterization of them. Except as so stated, Defendants deny the allegations in Paragraph 29.

27 30. Deny.
28

1 31. Deny.

2 32. Deny.

3 **SECOND CAUSE OF ACTION:**
4 **FAILURE OF CONSIDERATION AND DECLARATORY RELIEF**

5 33. Defendants repeat and re-allege all of their responses to the foregoing Paragraphs
6 as if fully set forth herein.

7 34. Admit.

8 35. Defendants admit that CCEA has collected and transmitted NSEA and NEA dues
9 to NSEA, that the Clark County School District has deducted such dues from NEA/NSEA/CCEA
10 members' paychecks and sent them to CCEA, and that for this school year the members' payroll
11 deduction includes \$31.66 monthly in NSEA dues. Defendants deny that CCEA's obligation to
12 collect and transmit NSEA and NEA dues arises solely from a dues transmittal contract.
13 Defendants aver that both the Dues Transmittal Agreement and the Service Agreement speak for
14 themselves. Except as so stated, Defendants deny the allegations in Paragraph 35.

15 36. Defendants deny the allegations in Paragraph 36, except they admit that the
16 collective bargaining agreement between CCEA and the Clark County School District states:
17 "The school trustees agree to deduct dues from the salaries of the employees covered by this
18 Agreement exclusively for the Association and its affiliates, if any. These monies shall be
19 transmitted promptly to the Clark County Education Association. All requests for such
20 deductions must be in accordance with NRS 608.110."

21 37. Defendants admit that John Vellardita sent Brian Lee a letter dated May 3, 2017
22 and aver that the letter speaks for itself. Defendants further aver that the Service Agreement
23 speaks for itself. Except as so stated, Defendants deny the allegations in Paragraph 37.

24 38. Defendants admit that John Vellardita sent Brian Lee letters dated July 17 and
25 August 3, 2017 and aver that the letters speak for themselves. Except as so stated, Defendants
26 deny the allegations in Paragraph 38.
27
28

1 39. Defendants admit that John Vellardita sent Brian Lee letters dated September 4
2 and 6, 2017 and aver that the letters speak for themselves. Except as so stated, Defendants deny
3 the allegations in Paragraph 39.

4 40. Defendants admit that Brian Lee sent John Vellardita letters dated July 26 and
5 September 4, 2017 and aver that the letters speak for themselves. Except as so stated, Defendants
6 deny the allegations in Paragraph 40.

7 41. Defendants aver that the NSEA and NEA bylaws speak for themselves. Except as
8 so stated, Defendants deny the allegations in Paragraph 41.

9 42. Defendants aver that the NSEA policies speak for themselves.

10 43. Defendants admit that both the NSEA bylaws and the NEA bylaws require CCEA
11 to have a dues transmittal contract in place with NSEA and aver that the NSEA bylaws and NEA
12 bylaws speak for themselves. Except as so stated, Defendants deny the allegations in Paragraph
13 43.

14 44. Defendants lack sufficient knowledge and information upon which to form a
15 belief as to the truth of the allegations, and therefore deny the same. To the extent further
16 response is required, Defendants deny the allegations in Paragraph 44.

17 45. Deny.

18 46. Deny.

19 47. The allegations in the first sentence of Paragraph 47 are legal conclusions and
20 require no response. Defendants lack sufficient knowledge and information upon which to form a
21 belief as to the truth of the allegation in the second sentence of Paragraph 47, and therefore deny
22 the same. To the extent further response is required, Defendants deny the allegations in
23 Paragraph 47.

24 48. The allegations in Paragraph 48 is a characterization of the Plaintiffs' claim and
25 requires no response. Defendants deny that Plaintiffs are entitled to the declaration of rights they
26 seek.
27
28

1 49. With respect to the first sentence, Defendants deny that Plaintiffs are entitled to
2 the declaration of rights they seek or any declaration at all. With respect to the second sentence,
3 Defendants deny that CCEA has placed the NSEA and NEA dues money into an escrow account
4 and Defendants state that they otherwise lack sufficient knowledge or information upon which to
5 form a belief as to the truth of the remaining allegations in the second sentence of Paragraph 49,
6 and therefore deny the same.

7 **THIRD CAUSE OF ACTION:**
8 **BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING**

9 50. Defendants repeat and re-allege all of their responses to the foregoing Paragraphs
10 as if fully set forth herein.

11 51. Defendants admit that CCEA is a local affiliate of NSEA. The remainder of the
12 allegations in Paragraph 51 are legal conclusions and require no response. To the extent further
13 response is required, Defendants deny the allegations in Paragraph 51.

14 52. The allegations in Paragraph 52 are legal conclusions and require no response. To
15 the extent further response is required, Defendants aver that the NSEA bylaws speak for
16 themselves and deny the allegations in Paragraph 52.

17 53. Paragraph 53 contains legal conclusions and requires no response. To the extent
18 further response is required, Defendants deny the allegations in Paragraph 53.

19 54. Deny.

20 55. Deny.

21 **GENERAL DENIAL**

22 Defendants deny all allegations in the Second Amended Complaint that are not
23 specifically admitted.
24

25 **AFFIRMATIVE DEFENSES**

- 26 1. The First Amended Complaint fails to state a claim upon which relief can be granted.
27 2. Plaintiffs failed to serve Dana Galvin and Brian Wallace.
28

3. Plaintiffs' claims for relief are barred because they have failed to exhaust their administrative remedies

4. Plaintiffs' putative requests for financial analyses and/or information in their letters to NSEA were made for an improper purpose and/or in bad faith.

5. Plaintiffs already possess or have access to all of the financial information to which they are entitled.

6. Plaintiffs have unclean hands.

7. To the extent the complaint seeks damages, Plaintiffs have failed to mitigate damages.

8. Plaintiffs have failed to negotiate with NSEA in good faith with respect to a replacement for the contract regarding the collection and transmission of NEA and NSEA dues that they contend is no longer in effect.

WHEREFORE, Defendants respectfully request that judgment be entered in their favor and that they be awarded their costs and attorney's fees and such other relief as this Court may deem appropriate.

DATED this 20th day of February, 2018.

BOIES SCHILLER FLEXNER LLP

/s/ Paul J. Lal
Richard J. Pocker (Nevada Bar No. 3568)
Paul J. Lal (Nevada Bar No. 3755)
300 South Fourth Street, Suite 800
Las Vegas, NV 89101

John M. West*
Matthew Clash-Drexler*
James Graham Lake*
BREDHOFF & KAISER, P.L.L.C.
805 15th Street N.W., Suite 1000
Washington, DC 20005
* Admitted pro hac vice

Attorneys for Defendants

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

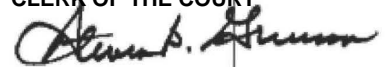
Pursuant to NRCP 5(b), I hereby certify service of the foregoing **Defendants' Answer to the Second Amended Complaint** was made this date by electronic filing and/or service with the Eighth Judicial District Court and by mailing a true and correct copy, addressed as follows:

Richard G. McCracken
Kimberley C. Weber
McCracken, Stemerman & Holsberry, LLP
1630 S. Commerce Street, Suite A-1
Las Vegas, NV 89102

Joel A. D'Alba
Asher, Gittler & D'Alba, LTD.
200 West Jackson Blvd, Suite 1900
Chicago, Illinois 60606

Dated this 20th day of February, 2018.

By: /s/ Carolyn E. Wright
An employee of Boies Schiller Flexner LLP



ACOM

Richard J. Pocker (Nevada Bar No. 3568)

Paul J. Lal (Nevada Bar No. 3755)

BOIES SCHILLER FLEXNER LLP

300 South Fourth Street, Suite 800

Las Vegas, NV 89101

Tel.: (702) 382-7300

Fax: (702) 382-2755

rpocker@bsflp.com

plal@bsflp.com

John M. West*

Matthew Clash-Drexler*

James Graham Lake*

BREDHOFF & KAISER, PLLC

805 15th Street N.W., Suite 1000

Washington, DC 20005

Tel.: (202) 842-2600

Fax: (202) 842-1888

jwest@bredhoff.com

mcdrexler@bredhoff.com

glake@bredhoff.com

* Admitted pro hac vice

Attorneys for Plaintiffs

**DISTRICT COURT
EIGHTH JUDICIAL DISTRICT
CLARK COUNTY, NEVADA**

NEVADA STATE EDUCATION
ASSOCIATION; NATIONAL EDUCATION
ASSOCIATION; RUBEN MURILLO;
ROBERT BENSON; DIANE
DI ARCHANGEL; and JASON WYCKOFF,

Plaintiffs,

vs.

CLARK COUNTY EDUCATION
ASSOCIATION; JOHN VELLARDITA; and
VICTORIA COURTNEY,

Defendants.

Case No.: A-17-761884-c

DEPT. NO.: 31

**AMENDED COMPLAINT FOR
DECLARATORY
AND INJUNCTIVE RELIEF**

**Arbitration Exemption Claimed:
Declaratory Relief**

AMENDED COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF - 1

1 1. In this action for declaratory, injunctive, and other equitable relief, Plaintiffs
2 Nevada State Education Association (“NSEA”), National Education Association (“NEA”), and
3 individual Plaintiffs Ruben Murillo, Robert Benson, Diane Di Archangel, and Jason Wyckoff
4 seek to prevent CCEA from diverting to its own use dues monies forwarded to it from the Clark
5 County School District (“CCSD”), which rightfully belong to NSEA and NEA. These funds are
6 collected through payroll deduction from CCSD teachers who have signed up as members of
7 CCEA, NSEA, and NEA, and CCEA’s refusal to transmit to NSEA the portion of these dues
8 payments that belongs to NSEA and NEA is in violation of CCEA’s contractual obligations,
9 constitutes (in the alternative) unjust enrichment, and amounts to conversion and fraud.
10
11

12 PARTIES

13 2. Plaintiff NSEA, a nonprofit corporation organized under the laws of this State, is
14 an employee organization with approximately 24,000 members. NSEA is the parent affiliate of
15 31 local associations, of which CCEA is one, that together represent some 40,000 teachers and
16 other employees of Nevada school districts. NSEA is affiliated at the national level with NEA.
17

18 3. Plaintiff NEA, a federally chartered nonprofit corporation, is a nationwide
19 employee organization of some three million education professionals, the vast majority of whom
20 are employed by public school districts, as well as colleges and universities, throughout the
21 United States, including in Nevada.
22

23 4. Plaintiffs Ruben Murillo, Robert Benson, and Diane Di Archangel are teachers
24 employed by CCSD and residents of Clark County, and have each signed up to be members of
25 CCEA, NSEA, and NEA. Plaintiff Murillo is the President of NSEA and is a former President of
26 CCEA. Plaintiff Benson is a member of the NSEA Board of Directors and is a former Vice
27 President of CCEA.
28

5. Plaintiff Jason Wyckoff is a teacher employed by CCSD and a resident of Clark County, and he has signed up as a member of CCEA, NSEA, and NEA.

6. Defendant CCEA, a nonprofit corporation organized under the laws of this State, is an employee organization that represents teachers and other licensed personnel employed by CCSD. CCEA previously was known as the Clark County Classroom Teachers Association (“CCCTA”).

7. Defendant John Vellardita is the Executive Director of CCEA, and on information and belief is a resident of Clark County.

8. Defendant Victoria Courtney is the President of CCEA, and on information and belief is a resident of Clark County.

JURISDICTION AND VENUE

9. This Court has jurisdiction over the action under Article 6, § 6, of the Nevada Constitution.

10. Venue is proper in this Court pursuant to NRS § 13.040 because Defendants, or some of them, reside or have their principal places of business in Clark County.

FACTS

11. Since 1957, CCEA has been the local affiliate of NSEA. NSEA, in turn, has been affiliated at the national level with NEA since 1888. These affiliation relationships are contractual in nature. CCEA's Bylaws require that it "shall maintain affiliate status with the National Education Association and the Nevada State Education Association under the required procedures of each organization."

12. NEA, NSEA and CCEA have unified membership, meaning that by joining CCEA a member also joins NSEA and NEA as well, becoming a member of all three

1 organizations entitled to all the benefits of membership and obligated to pay membership dues to
2 all three associations. The benefits of membership include the NEA Educators Employment
3 Liability (“EEL”) Program, legal services for members provided through the NEA Unified Legal
4 Services Program, and various NEA member benefits programs, including complimentary and
5 for-purchase life insurance products.
6

7 **13.** NSEA and NEA dues are set by the duly elected representatives of those
8 organizations, pursuant to those organizations’ governing bylaws. For the 2017-18 academic
9 year, full-time active members pay \$377.66 in annual dues to NSEA and \$189 to NEA. CCEA
10 determines its own membership dues, which on information and belief are approximately \$245
11 for the current academic year.
12

13 **14.** Under the Bylaws of NEA and NSEA, both of which are binding on CCEA,
14 CCEA is required to collect the NSEA and NEA portions of membership dues (along with its
15 own local dues) and to transmit them to NSEA, which in turn transmits to NEA its portion of a
16 member’s dues.
17

18 **15.** NSEA’s Bylaws mandate that local affiliates, such as CCEA, shall “[h]ave a Dues
19 Transmittal Agreement with NSEA.” In addition, NEA’s Bylaws provide that “[l]ocal affiliates
20 shall have the full responsibility for transmitting state and [NEA] dues to state affiliates on a
21 contractual basis.”
22

23 **16.** In 1979, CCEA (then known as CCCTA) and NSEA entered into a contract
24 (“Dues Transmittal Agreement”), which designates CCEA as NSEA’s agent for the collection
25 and transmission to NSEA of the NSEA and NEA portions of members’ dues payments. The
26 Dues Transmittal Agreement sets out a schedule for CCEA’s transmission of dues payments to
27 NSEA on a monthly basis. It further provides that the Contract shall remain in force from year to
28

1 year “unless terminated in writing by either party prior to September 1 of any NSEA
2 membership year, or amended by mutual consent of both parties.” A true and correct copy of the
3 Dues Transmittal Agreement is attached hereto as Exhibit A.

4
5 **17.** Neither party has terminated the Dues Transmittal Agreement, which accordingly
6 remains in force during the current 2017-18 membership year.

7 **18.** Most CCEA members pay their CCEA/NSEA/NEA dues through payroll
8 deduction. For members who have authorized such payroll deduction, CCSD deducts the
9 cumulative membership dues owed to CCEA, NSEA, and NEA from members’ paychecks and
10 transmits the deducted funds to CCEA. In signing their CCEA/NSEA/NEA Membership
11 Enrollment Form and payroll deduction authorization, members are informed that they are
12 becoming members of all three associations, and they understand that the dues that are deducted
13 from their CCSD paychecks and forwarded to CCEA are dues payments to all three associations.

14
15 **19.** Since at least 1979, CCEA has served as the collection agent for NSEA,
16 collecting and transmitting NSEA and NEA dues to NSEA under the terms of the Dues
17 Transmittal Agreement.

18
19 **20.** With regard to membership dues owed to NSEA and NEA, CCEA is merely a
20 collection agent, and has no independent claim of right to the NSEA and NEA portions of the
21 dues it collects from its members.

22
23 **21.** Periodically, CCEA and NSEA have entered into “service agreements” that
24 specify aspects of their working relationship in more detail. The most recent of these agreements
25 was signed by the parties in June 1999. This Service Agreement, by its terms, automatically
26 renewed from year to year unless terminated in writing by one of the parties, and it was in place
27 as of the 2016-17 school year. On July 17, 2017 Defendant Vellardita notified NSEA that CCEA
28

1 intended to terminate the June 1999 Service Agreement effective August 31, 2017. The
2 termination of the 1999 Service Agreement did not affect the parties' Dues Transmittal
3 Agreement, which has been in effect since 1979 and which remains in force.
4

5 **22.** Nonetheless, on August 3, 2017, Vellardita asserted in a letter to NSEA that, upon
6 the expiration of the 1999 Service Agreement, "CCEA is not only legally not obligated to
7 transmit dues, but cannot transmit member dues to NSEA per NSEA's own ByLaws," and that
8 "when the current Agreement between CCEA and NSEA expires on August 31, 2017 there will
9 not be a contract in place between the two organizations to collect and remit dues to NSEA."
10 These assertions are mistaken and are contradicted by past practice.
11

12 **23.** CCEA has further asserted, in a September 13, 2017 filing with this Court, that its
13 obligation and "CCEA members' obligation to transmit dues to the NSEA was terminated upon
14 expiration of the service agreement on August 31, 2017."
15

16 **24.** Notwithstanding its contention that both the 1999 Service Agreement and the
17 Dues Transmittal Agreement are no longer in effect, CCEA has failed and refused to negotiate in
18 good faith with NSEA for a successor agreement governing the transmission of dues, and has
19 instead conditioned any agreement to continue transmitting dues on NSEA's acceptance of
20 CCEA demands unrelated to the transmittal of membership dues. These demands include, in
21 particular, CCEA's insistence that the amount of NSEA dues that CCEA members are required
22 to pay be substantially reduced – notwithstanding that NSEA dues are set uniformly on a
23 statewide basis through NSEA's democratic governing body—the NSEA Delegate Assembly—
24 in accordance with the NSEA Bylaws.
25

26 **25.** On October 1, 2017, CCEA received from CCSD its monthly transmittal of
27 CCEA/NSEA/NEA membership dues from members' payroll deductions for the month of
28

1 September 2017. Under the terms of the Dues Transmittal Agreement, CCEA was required to
2 forward to NSEA the NSEA and NEA portions of those membership dues by October 15, 2017.
3 CCEA has failed to make that payment to NSEA and instead has made clear that it intends to
4 keep for itself all of the members' dues payments, including the portions due and owing to
5 NSEA and NEA. Since October 2017, CCEA has continued this course of conduct: Each month
6 CCEA has received from CCSD its monthly transmittal of CCEA/NSEA/NEA membership dues
7 from members' payroll deductions but has refused to transmit NSEA and NEA dues to NSEA.
8

9 **26.** On September 18, 2017, representatives of CCEA and NSEA met to renegotiate a
10 successor agreement to the 1999 Service Agreement. CCEA's representatives, including
11 Defendant Vellardita, refused to bargain in good faith and walked out of the meeting after only
12 eight minutes.
13

14 **27.** On information and belief, Defendants Vellardita and Courtney are responsible
15 for directing CCEA to withhold the NSEA and NEA dues.
16

17 **28.** By reason of CCEA's failure to transmit the NEA and NSEA dues to NSEA,
18 members have lost their status as members in good standing of NSEA and NEA. As a
19 consequence, members have been rendered ineligible for important NEA and NSEA benefits,
20 including, for example, professional liability insurance and life insurance.
21

22 **29.** Defendants owe fiduciary duties to members of CCEA, including to Plaintiffs
23 Ruben Murillo, Robert Benson, Diane Di Archangel, and Jason Wyckoff.
24

25 **30.** CCEA advertises on its website the benefits of NEA and NSEA membership,
26 including NEA's complimentary life insurance. For example, CCEA has published a page on its
27 website, entitled "Member Benefits & Discounts," that states: "Many of the benefits you'll enjoy
28 as an educator in Clark County came about as a direct result of efforts by the CCEA/NSEA/NEA

1 on behalf of its members.” This webpage lists specific benefits of “NSEA membership” as well
2 as “NEA membership,” including a “\$1 million Educators Employment Liability Protection
3 Policy” and “NEA Complimentary Life[®] Insurance Benefits.” CCEA has included this webpage,
4 and these representations, on its website throughout 2017 and indeed prior to 2017.

5
6 **31.** The membership enrollment form used by CCEA refers to an applicant’s
7 becoming a member of CCEA, NSEA, and NEA, and includes the logos of all three
8 organizations in the header. The same form contains the payroll deduction authorization. CCEA
9 makes this membership enrollment form available to members and prospective members on its
10 website as part of a three-page document, a true and correct copy of which is attached as Exhibit
11 B. CCEA’s website directs people to the hyperlink to Exhibit B by stating: “Joining CCEA is the
12 first step to peace of mind. Membership in CCEA/NSEA/NEA provides you the strength and
13 support of a 3-million member organization. To download the membership enrollment
14 application form, please click here.” On the first page of Exhibit B, which is entitled “Enrollment
15 Form: CCEA, NSEA, and NEA... Keeping the Promise of Quality Public Education,” CCEA
16 states: “As a member of CCEA, NSEA, and NEA you automatically have access to: ... NEA
17 Complimentary Life Insurance[®] — free to you as a membership benefit — up to \$50,000 in
18 accidental death and dismemberment insurance and a \$150,000 benefit for death due to homicide
19 while actively engaged in your occupation. (To activate your free complimentary life insurance
20 coverage, please complete the form in the back of the application.)” The third page of Exhibit B
21 advertises in large font “NEA Complimentary Life Insurance[®] Benefits” and “Free coverage for
22 eligible members.” The third page also includes a registration form which states that “NEA
23 Complimentary Life Insurance[®] is an automatic benefit for eligible NEA members” and includes
24
25
26
27
28

1 the following verification above the signature line: "By signing this form, I verify that I am a
2 member in good standing of the National Education Association."

3 **32.** CCEA has posted Exhibit B on its website since 2015, if not earlier, and
4 continuing through February 2018.

5 **33.** Defendant Victoria Courtney has stated that the membership enrollment form
6 provides notice to prospective members that they are joining CCEA, NSEA, and NEA.
7

8 **34.** In inducing teachers to become CCEA/NSEA/NEA members and inducing
9 members to authorize payment of their dues by payroll deduction, CCEA has represented that the
10 deducted dues would pay for the membership fee not just in CCEA but also in NSEA and NEA.
11

12 **35.** CCEA made the representations referenced in Paragraphs 30-34 for the purpose
13 of inducing teachers to join CCEA and to authorize the payroll deduction of their
14 CCEA/NSEA/NEA dues.

15 **36.** Plaintiff Di Archangel attended a new teacher orientation on January 20, 2011, at
16 the Teacher's Health Trust building, located at 2950 E Rochelle Ave, Las Vegas, NV 89121.
17 Representatives of CCEA were present at the orientation. CCEA prepared and distributed to Di
18 Archangel a packet of new-hire information, which included messages on behalf of CCEA. On a
19 page entitled "Unified Membership and Its Benefits to You," CCEA stated that "[m]any of the
20 benefits you'll enjoy as an educator in Clark County came about as a direct result of efforts by
21 the CCEA/NSEA/NEA on behalf of its members." CCEA then listed various benefits associated
22 with "Your NSEA membership" and "Your NEA membership" and stated on the following page
23 that "[a]ll these member benefits have been specifically designed by CCEA/NSEA/NEA to
24 promote and support professional working conditions for members. By joining the
25
26
27
28

1 CCEA/NSEA/NEA, you become a member of the largest group of professional educators—more
2 than 3.2 million strong. Join CCEA/NSEA/NEA today.”

3 **37.** Included with the packet of materials CCEA gave to Plaintiff Di Archangel on
4 January 20, 2011 was a pamphlet describing the NEA Educators Employment Liability Program.
5 This program, known also by its abbreviation as the NEA EEL Program, provides professional
6 liability insurance with respect to job-related civil suits brought against NEA members. The EEL
7 Program in Nevada is administered by NSEA. The pamphlet in the packet CCEA gave to Di
8 Archangel states that the “NEA EEL Program is a professional liability program that is provided
9 by NEA as a benefit of membership” and further states that “[t]he entire premium for the
10 program is paid by the NEA.”

11
12
13 **38.** CCEA provided Plaintiff Di Archangel on January 20, 2011 with a membership
14 enrollment form. A true and correct copy of this document is attached in redacted form as
15 Exhibit C. The form appears to have been signed on behalf of CCEA by George Radich.

16
17 **39.** On the basis of CCEA’s representations described in the preceding paragraphs—
18 both express and implied—Plaintiff Di Archangel chose to become a CCEA/NSEA/NEA
19 member and consented to payroll deduction of the dues owed to those three associations.
20 Plaintiff Di Archangel became a CCEA/NSEA/NEA member primarily to obtain the legal
21 coverage provided through the EEL Program by NSEA and NEA. Ms. Di Archangel would not
22 have signed up for membership in CCEA nor consented to payroll deduction had CCEA not
23 represented to her that, by doing so, she would receive the benefits of NSEA and NEA
24 membership, including the legal protections offered by the EEL Program.

25
26 **40.** After Ms. Di Archangel became a CCEA/NSEA/NEA member, CCEA stated that
27 it would be sending emails to members to keep them “abreast of information that impacts ...
28

1 [their] membership benefits with CCEA/NSEA/NEA.” But in 2017 CCEA neglected to inform
2 Ms. Di Archangel and other members of material information affecting their benefits with
3 CCEA/NSEA/NEA: namely, CCEA’s decision to jeopardize individuals’ membership in good
4 standing and NSEA and NEA benefits by choosing not to transmit the NSEA and NEA dues that
5 CCSD deducted from members’ paychecks and sent to CCEA.
6

7 **41.** CCEA/NSEA/NEA members can withdraw their membership or withdraw their
8 consent to payroll deduction only during a two-week period from July 1st to 15th each year.
9

10 **42.** CCEA knew prior to this two-week period in July 2017 that it would take action
11 that would jeopardize its members’ ability to maintain membership in good standing with NSEA
12 and NEA. And yet CCEA failed to keep members abreast of this material information affecting
13 their member benefits with CCEA/NSEA/NEA. To the contrary, CCEA throughout 2017
14 continued to advertise NSEA and NEA benefits on its website.
15

16 **43.** CCEA never corrected its material misrepresentations (a) that the dues deducted
17 from members’ paychecks would pay for the membership fee in CCEA, NSEA, and NEA, or (b)
18 that by joining CCEA teachers would also join NSEA and be entitled to the benefits associated
19 with membership in NSEA and NEA. CCEA never corrected these misrepresentations despite
20 having a continuing duty to do so based upon, *inter alia*, CCEA’s having induced teachers to join
21 CCEA and to consent to payroll deduction on the basis of these representations.
22

23 **44.** Plaintiffs Murillo, Benson, and Di Archangel, in remaining CCEA members and
24 in continuing to consent to payroll deduction during the July 1-15, 2017 drop period (and thus
25 for the entire 2017-2018 school year), relied on CCEA’s material misrepresentations or CCEA’s
26 failure to disclose the material fact that it intended to take action that would jeopardize members’
27 access to NSEA and NEA benefits during the 2017-2018 school year.
28

AMENDED COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF - 11

1 **45.** Jason Wyckoff attended a new teacher orientation on August 1, 2017, which took
2 place at the Mandalay Bay Convention Center, located at 3950 S Las Vegas Blvd, Las Vegas,
3 NV 89119. CCEA organized the event and produced information packets for attendees, including
4 for Mr. Wyckoff. Hundreds of new teachers were in attendance, sitting around tables during a
5 series of presentations. Seated at each table was a CCEA representative. The CCEA
6 representative seated at Mr. Wyckoff's table was Chris Mitchell.
7

8 **46.** CCEA provided Mr. Wyckoff on August 1, 2017 with the membership enrollment
9 form, a true and correct copy of which is attached in redacted form as Exhibit D.
10

11 **47.** By providing the membership enrollment form to Mr. Wyckoff and the other new
12 teachers at the orientation, CCEA represented to them that individuals who joined CCEA would
13 also become members of NSEA and NEA, paying dues to all three organizations, and that, if the
14 member authorized payroll deduction, the deducted dues would pay for the membership fees in
15 CCEA, NSEA, and NEA.
16

17 **48.** In the welcome packet prepared by CCEA for Mr. Wyckoff, CCEA included a
18 "Certificate of Insurance: Nevada State Education Association Educators Employment Liability
19 Insurance" that named "All Unified Members" as the insured and stated that the policy would
20 provide coverage starting September 1, 2017. By doing so, CCEA represented that, by signing up
21 to become a CCEA member, Mr. Wyckoff would be entitled to the insurance described in the
22 Certificate of Insurance, which bore a specific policy number, and that he would also be entitled
23 to other complimentary NEA and NSEA benefits.
24

25 **49.** CCEA's representations described in the previous two paragraphs were false and
26 CCEA knew them to be false at the time. CCEA knew at the time both that it intended to
27 withhold NEA and NSEA dues and that it intended not to transmit Mr. Wyckoff's enrollment
28

1 information to NSEA and NEA. These misrepresentations on the part of CCEA were material.
2 And CCEA made these representations for the purpose of inducing Mr. Wyckoff to join CCEA
3 and to authorize the payroll deduction of his CCEA/NSEA/NEA dues.
4

5 **50.** Mr. Wyckoff joined CCEA to obtain NSEA and NEA member benefits, including
6 the liability insurance. He would not have joined CCEA nor authorized payroll deduction but for
7 CCEA's misrepresenting that Mr. Wyckoff, by submitting his membership enrollment form and
8 authorizing payroll deduction, would be joining CCEA, NSEA, and NEA, that the dues deducted
9 from his paycheck would fully fund his NSEA and NEA dues obligations, and that he would
10 have access to NSEA and NEA member benefits, including to the Nevada State Education
11 Association Educators Employment Liability Insurance as to which CCEA gave him a certificate
12 of insurance.
13

14 **51.** In addition to not transmitting to NSEA the NSEA and NEA dues deducted from
15 Mr. Wyckoff's paycheck, CCEA has failed to transmit Mr. Wyckoff's membership information
16 to NSEA. That has prevented Mr. Wyckoff from enjoying the NSEA and NEA membership
17 benefits that CCEA represented he could enjoy as a part of signing up with CCEA.
18

19 **52.** Defendant John Vellardita has expressed his and CCEA's belief that the result of
20 CCEA's not transmitting to NSEA the membership forms or information of new members like
21 Mr. Wyckoff is that these individuals are not members of NSEA and NEA.
22

23 **COUNT ONE**
24 **(Breach of Contract – Dues Transmittal Agreement)**

25 **53.** Plaintiffs incorporate by reference and re-allege the allegations of Paragraphs 1-
26 52.
27

1 **54.** Because neither party has terminated the Dues Transmittal Agreement pursuant to
2 its terms, that Agreement remains in force and is binding on CCEA at a minimum through the
3 academic year 2017-18.

4 **55.** In the alternative, any purported termination of the Dues Transmittal Agreement
5 on the part of CCEA was ineffective under that agreement, which states that “should any
6 provision of the agreement conflict with any policy or amendment to the Constitution and
7 Bylaws adopted by the NSEA ... or with any procedure and/or requirement adopted by the NSEA
8 Board of Directors ..., such policy, amendment, procedure or requirement shall prevail and the
9 conflicting provision in this agreement shall be automatically amended to reflect the prevailing
10 policy, amendment, procedure or requirement.” Because the NSEA Bylaws include the
11 requirement that local affiliates “[h]ave a dues transmittal contract with NSEA,” the termination
12 provision of the Dues Transmittal Agreement was therefore “automatically amended” to permit
13 termination of the agreement only upon conclusion of a successor “dues transmittal contract.”
14 For this reason as well, the Dues Transmittal Agreement remains in effect.

15 **56.** The Dues Transmittal Agreement requires CCEA, as the agent of NSEA, to
16 collect from its members, including by the receipt of payroll deduction payments from CCSD,
17 the dues owed by these members to NSEA and NEA, and to transmit these funds to NSEA on a
18 monthly basis.

19 **57.** Notwithstanding this contractual obligation, CCEA has since October 1, 2017
20 failed and refused to transmit to NSEA the NSEA/NEA portion of dues collected from members,
21 including the September 2017 member dues paid by payroll deduction and transmitted to CCEA
22 by CCSD on October 1, 2017. CCEA has furthermore made clear that it intends to refuse to
23
24
25
26
27
28

1 transmit further dues payments to NSEA as required by the Dues Transmittal Agreement, and
2 that it instead intends to keep the NSEA and NEA portion of member dues for its own use.

3 **58.** The Dues Transmittal Agreement provides that any controversy arising under it
4 “may” be submitted to arbitration, but it does not require the parties to do so, stating that if
5 “neither party has initiated arbitration, this agreement may be enforced in the courts of Nevada.”
6 Neither NSEA nor CCEA has initiated arbitration. NSEA has elected to bring its claim under the
7 Dues Transmittal Agreement in this judicial forum.
8

9
10 **COUNT TWO**
 (Breach of Contract - NSEA Bylaws)

11 **59.** Plaintiffs incorporate by reference and re-allege the allegations of Paragraphs 1-
12 58.

13 **60.** NSEA’s Bylaws constitute a contract between NSEA and its affiliated local
14 associations, including CCEA.
15

16 **61.** As CCEA has acknowledged in its September 13, 2017 filing with this Court,
17 NSEA’s Bylaws “provide that a local affiliate such as CCEA is to maintain a dues transmittal
18 contract with NSEA for the purpose of transmitting dues payments to NSEA.”
19

20 **62.** By purporting to terminate its Dues Transmittal Agreement with NSEA without
21 having a successor contract in place, by failing and refusing to negotiate in good faith for a
22 successor agreement, by asserting that it has no obligation to transmit the NSEA and NEA
23 portions of membership dues to NSEA, and by refusing to transmit those dues, CCEA has
24 breached its contractual obligation under the NSEA Bylaws.
25
26
27
28

COUNT THREE
(Breach of Contract - NEA Bylaws)

63. Plaintiffs incorporate by reference and re-allege the allegations of Paragraphs 1-62.

64. NEA's Bylaws constitute a contract between NEA and its affiliated state and local associations, including CCEA.

65. NEA's Bylaws require that local affiliates "have the full responsibility for transmitting state and [NEA] dues to state affiliates on a contractual basis."

66. By purporting to terminate its Dues Transmittal Agreement with NSEA without having a successor contract in place, by failing and refusing to negotiate in good faith for a successor agreement, by asserting that it has no obligation to transmit the NSEA and NEA portions of membership dues to NSEA, and by refusing to transmit those dues, CCEA has breached its contractual obligation under the NEA Bylaws.

COUNT FOUR
(Breach of Contract - CCEA Bylaws)

67. Plaintiffs incorporate by reference and re-allege the allegations of Paragraphs 1-66.

68. The CCEA Bylaws constitute a contract between CCEA and its members, including Plaintiffs Murillo, Benson, and Di Archangel.

69. Article X, § 1 of CCEA's Bylaws provides that CCEA "shall maintain affiliate status with the [NEA] and the [NSEA] under the required procedures of each organization." Those "required procedures" include NEA's Bylaw provision that local affiliates "have the full responsibility for transmitting state and [NEA] dues to state affiliates on a contractual basis," as

1 well as NSEA's Bylaw provision requiring that local affiliates "[h]ave a Dues Transmittal
2 Agreement with NSEA."

3 **70.** By purporting to terminate the Dues Transmittal Agreement without having a
4 successor contract in place, by failing and refusing to negotiate in good faith for a successor
5 agreement, by asserting that it has no obligation to transmit the NSEA and NEA portions of
6 membership dues to NSEA, and by refusing to transmit those dues, CCEA has violated its
7 Bylaws and thus breached its contractual obligations to its members.
8

9 **71.** As a result of this breach of contract, Plaintiffs Murillo, Benson, and Di
10 Archangel, and other CCEA members, are no longer NEA members in good standing and are
11 losing valuable benefits that are available to them as NEA members in good standing, including
12 life insurance and other benefits.
13

14 **72.** Plaintiffs Murillo, Benson, and Di Archangel have no recourse through CCEA
15 internal procedures by which this violation of CCEA's Bylaws could be remedied.
16

17 **COUNT FIVE**
18 **(Unjust Enrichment)**

19 **73.** Plaintiffs incorporate by reference and re-allege the allegations of Paragraphs 1-
20 72.

21 **74.** In the alternative (if CCEA is deemed not to be bound by a written contract),
22 CCEA has been unjustly enriched by its retention of membership dues owed to NSEA and NEA,
23 and should be required to disgorge these funds to which it has no legal entitlement.

24 **75.** By keeping NEA/NSEA dues for itself, CCEA has retained a benefit which in
25 equity and good conscience belongs to another.
26

76. By paying dues to CCEA that include NEA/NSEA dues, Plaintiffs Murillo, Benson, and Di Archangel have conferred a benefit on CCEA, which CCEA appreciates as a benefit and which CCEA has accepted and retained even though the benefit does not belong to it.

77. By permitting CCEA to collect dues in the name and on behalf of NSEA and NEA, NSEA has conferred a benefit on CCEA. CCEA understands that this arrangement is a benefit and has retained the NSEA and NEA dues so collected, which in equity and good conscience belong to NSEA and NEA.

COUNT SIX
(Conversion)

77. 78. Plaintiffs incorporate by reference and re-allege the allegations of Paragraphs 1-

79. For decades CCEA has served as the collection agent for the dues its members owe to NSEA and NEA. CCEA's members owe these dues to NSEA and NEA, not to CCEA, which has served merely as collection agent.

80. The monthly dues CCEA has historically remitted to NSEA are personal property belonging to NSEA and NEA. These dues are not the personal property of CCEA.

81. By choosing to keep these dues, CCEA has performed a distinct act of dominion wrongfully exerted over NSEA's and NEA's personal property in defiance of their rights to that property.

82. CCEA's keeping dues money that does not belong to it constitutes the conversion of NSEA's and NEA's personal property.

COUNT SEVEN
(Fraud)

83. Plaintiffs incorporate by reference and re-allege the allegations of Paragraphs 1-82.

84. Defendants were under a duty to disclose, in advance of July 15, 2017, facts material to whether existing members—including Plaintiffs Ruben Murillo, Robert Benson, and Diane Di Archangel—would maintain their consent to payroll deduction and remain members of CCEA. Because July 1-15, 2017 constituted the only opportunity for existing members to resign their CCEA membership or withdraw their consent to payroll deduction for the 2017-2018 school year, Defendants' duty to disclose applied to matters expected to occur during the 2017-2018 school year.

85. In the lead-up to the July 1-15, 2017 drop period, Defendants concealed the material fact that they intended to cease transmitting members' NSEA and NEA dues to NSEA during the upcoming school year, and that such an action would jeopardize members' NEA and NSEA member benefits by endangering their membership in good standing with NEA and NSEA. Defendants concealed these facts to induce Plaintiffs not to alter their membership status or their consent to payroll deduction during the July 2017 drop period.

86. CCEA has made various material representations, both express and implied, to Plaintiffs Murillo, Benson, Di Archangel, and Wyckoff that are false. As detailed above, CCEA represented (a) that the dues deducted from members' paychecks would pay for the membership fee not just in CCEA but also in NSEA and NEA, (b) that by joining CCEA teachers would also join NSEA and be entitled to the benefits associated with membership in NSEA and NEA, (c) that Plaintiff Wyckoff, by completing the membership enrollment form, would be covered by the

1 insurance policy as to which CCEA provided him a "Certificate of Insurance" that stated that
2 insurance coverage was to begin on September 1, 2017, and (d) that, upon Mr. Wyckoff's
3 signing the membership enrollment form, CCEA would take all necessary steps, including
4 transmitting Mr. Wyckoff's membership information to NSEA, to ensure that Mr. Wyckoff
5 received the benefit of the NSEA and NEA membership to which he was entitled.
6

7 **87.** As to each of these representations, CCEA knew the representation was false
8 either at the time CCEA made the representation or at a later time when CCEA was under a duty
9 to disclose that its prior representation was no longer true.
10

11 **88.** CCEA intended to induce Plaintiffs Murillo, Benson, Di Archangel, and Wyckoff
12 to rely on CCEA's misrepresentations (or its failure to disclose material facts) in order not only
13 to join or remain a CCEA/NSEA/NEA member but also to consent or continue consenting to
14 payroll deduction.
15

16 **89.** Plaintiffs Murillo, Benson, Di Archangel, and Wyckoff justifiably relied on
17 CCEA's misrepresentations (or its failure to disclose material facts) in electing to become or
18 remain CCEA members, in consenting to payroll deduction of the dues owed to CCEA, NSEA,
19 and NEA, or in not withdrawing their consent to payroll deduction.
20

21 **90.** Plaintiffs Murillo, Benson, Di Archangel, and Wyckoff suffered damages as a
22 consequence of either their relying on CCEA's material misrepresentations or on Defendants'
23 concealing from them a material fact. Plaintiffs Murillo, Benson, Di Archangel, and Wyckoff
24 have lost NSEA and NEA benefits to which they would have been entitled but for Defendants'
25 actions, and they have been harmed, at a minimum, in the amount of the NSEA and NEA dues
26 that CCEA obtained from them by their fraudulent conduct.
27

1 91. CCEA made similar material misrepresentations and Defendants similarly failed
2 to disclose material facts to numerous other CCEA members, who similarly were injured by their
3 reliance on those statements and omissions.
4

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiffs pray for judgment against Defendants that provides the
7 following relief:

8 A. A declaration that CCEA is contractually obligated monthly to transmit the NSEA
9 and NEA portions of membership dues it receives to NSEA, under the terms of the Dues
10 Transmittal Agreement;
11

12 B. An injunction prohibiting CCEA from retaining NSEA and NEA membership
13 dues and requiring that all such dues received from CCSD or from individual members be
14 transmitted to NSEA, consistent with the terms of the Dues Transmittal Agreement;
15

16 C. An order requiring CCEA to disgorge to NSEA, with interest, all NSEA and NEA
17 membership dues that it has received but not transmitted to NSEA;
18

19 D. An award of punitive damages with respect to Count Seven;

20 E. An award of Plaintiffs' reasonable attorney's fees and costs in this action; and
21

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

AMENDED COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF - 21

1 F. Such other relief as this Court may deem just and proper under the circumstances.

2

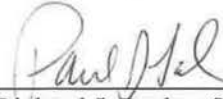
3 Dated this 27th day of February, 2018.

4

Respectfully submitted,

5

6



7

Richard J. Pocker (Nevada Bar No. 3568)

8

Paul J. Lal (Nevada Bar No. 3755)

9

BOIES SCHILLER FLEXNER LLP

10

300 South Fourth Street, Suite 800

11

Las Vegas, NV 89101

12

John M. West*

13

Matthew Clash-Drexler*

14

James Graham Lake*

15

BREDHOFF & KAISER, PLLC

16

805 15th Street N.W., Suite 1000

17

Washington, DC 20005

18

* Admitted pro hac vice

19

Attorneys for Plaintiffs

20

21

22

23

24

25

26

27

28

Exhibit A

ADDENDUM A

AGREEMENT BETWEEN THE NEVADA STATE EDUCATION ASSOCIATION
AND THE CLARK COUNTY CLASSROOM TEACHERS ASSOCIATION

This agreement is entered into for the purpose of collecting and transmitting UTP dues and membership data.

The Nevada State Education Association (hereinafter referred to as the "NSEA"), and the Clark County Classroom Teachers Association (hereinafter referred to as CCCTA), desire to set forth their respective understandings and responsibilities with regard to the collection and transmission of UTP dues and membership data.

Therefore, for full and adequate consideration and for their mutual benefit, the parties agree as follows:

I DESIGNATION OF THE CLARK COUNTY CLASSROOM TEACHERS ASSOCIATION AS AGENT

The NSEA designates, and CCCTA agrees to be its authorized agent for the purpose of collecting and transmitting NSEA and NEA dues and membership data from NSEA/NEA members who are also members of the CCCTA. The CCCTA will collect or cause to be collected NSEA/NEA dues from NSEA/NEA members and will transmit or have transmitted all NSEA/NEA dues.

II OBLIGATIONS OF THE CLARK COUNTY CLASSROOM TEACHERS ASSOCIATION (CCCTA)

A. NSEA/NEA Membership Data

1. The CCCTA currently has in operation adequate and reasonable procedures for recording and reporting membership information that will provide both the NSEA and NEA with all necessary membership data as described in the NSEA and NEA general membership transmittal procedures.
2. The initial transmittal of the aforesaid data for NSEA/NEA each membership year shall (a) be on a mutually acceptable enrollment card; (b) reflect the most current membership data available to the CCCTA; and (c) be received by NSEA not later than October 15 of each membership year. At least one subsequent transmittal of all additions to or changes in the above membership data shall be received by the NSEA not later than the 15th day of each month thereafter, subject to need for modification due to conditions beyond the CCCTA's control.

B. NSEA and NEA Membership Dues

1. The CCCTA agrees to transmit or have transmitted to the NSEA on a monthly basis within ten (10) working days after the school district transmits payroll deductions check and membership list to the CCCTA, membership dues at rates equal to 1/12th of the annual dues according to the following schedule:

Agreement between the NSEA and CCCTA

CCCTA Receives Check
From School District

October 2, 1979
November 2, 1979
November 30, 1979
January 3, 1980
February 1, 1980
March 3, 1980
April 2, 1980
May 2, 1980
June 2, 1980
July 2, 1980
August 1, 1980
September 1, 1980

CCCTA Mails Check For
Transmittal to NSEA

October 17, 1979
November 19, 1979
December 14, 1979
January 17, 1980
February 15, 1980
March 17, 1980
April 16, 1980
May 16, 1980
June 16, 1980
July 17, 1980
August 15, 1980
September 16, 1980

2. Dues transmitted to the NSEA pursuant to Section II, § (1) above shall be receivable in the form of a check drawn on the bank account of the CCCTA or the governmental subdivision that is the employer of the member.
3. In the event a member terminates employment voluntarily or involuntarily, said member shall forward to the NSEA, through CCCTA, the balance of the unpaid dues for the membership year ending August 31.

C. Enforcement of the Dues Transmittal Schedule

1. Should the CCCTA become delinquent in the above transmittal schedule by more than thirty (30) days, the CCCTA agrees to a penalty of one percent (1%) per month on the overdue balance, beginning with the first day of the month following the scheduled payment date.
2. The delegates representing the CCCTA shall be seated in the NSEA Delegate Assembly at the Annual Meeting only if the CCCTA is up to date on its dues transmittal as of one (1) month prior to the DA.
3. If the NSEA informs the NEA in writing that said CCCTA has failed to transmit the association dues in accordance with the dates set forth in II, B (1), and such information is verified by the Executive Director, the delegate of CCCTA shall not be seated in the NEA Representative Assembly at the Annual Meeting.
4. (a) If the dues collection pattern in the CCCTA changes substantially during the term of the agreement, the CCCTA may apply to NSEA for modification of its dues transmittal agreement set forth in Section II, B (1) above.
(b) If because of emergency conditions or unforeseen developments, compliance with the dues transmittal schedule set forth in Section II, B (1) above would result in extreme hardship or inequity for the CCCTA then, CCCTA may apply to the NSEA Board for temporary suspension of the enforcement provisions set forth in Section II, C (1) above.

Agreement between the NSEA and CCCTA

- (c) Applications made by the CCCTA pursuant to Section II, C (4-a) or (b) above shall not be unreasonably denied. In case of unresolved issue between NSEA or CCCTA, either or both parties may appeal directly to NEA for resolution.

III OBLIGATIONS OF THE NSEA

The NSEA shall transmit NEA membership dues and membership data as described in Section II of the agreement between the NEA and NSEA regarding the collection and transmission of NEA dues and membership data.

NSEA shall assist CCCTA in its processing effort by assisting CCCTA office employees in membership processing and accounting methods and techniques and will continue to explore more efficient operational procedures in an effort to assist CCCTA to reduce its overhead costs.

IV DISPUTES INVOLVING INTERPRETATION, APPLICATION OR ENFORCEMENT OF THIS AGREEMENT

- A. Any controversy or claim arising out of or relating to this agreement, or breach thereof, may be submitted by either party to the American Arbitration Association to be settled in accordance with the Commercial Arbitration rules of the the American Arbitration Association. Such arbitration shall be held in Carson City, Nevada and judgment upon the award rendered by the arbitrator(s) may be entered in the courts of Nevada. Both parties will share the expense.
- B. If neither party has initiated arbitration, this agreement may be enforced in the courts of Nevada.
- C. This agreement, being entered into in the State of Nevada, shall be interpreted, construed, applied and governed by the laws of Nevada.

V AMMENDMENT OF AGREEMENT

Should any provision of the agreement conflict with any policy or amendment to the Constitution and Bylaws adopted by the NSEA Delegate Assembly or with any procedure and/or requirement adopted by the NSEA Board of Directors pursuant to the powers under Article VI of the NSEA Bylaws, such policy, amendment, procedure or requirement shall prevail and the conflicting provision in this agreement shall be automatically amended to reflect the prevailing policy, amendment, procedure or requirement.

VI CONTINUATION OF AGREEMENT

This agreement shall remain in force for each subsequent membership year unless terminated in writing by either party prior to September 1 of any NSEA membership year, or amended by mutual consent of both parties.

Agreement between the NSEA and CCCTA

CLARK COUNTY CLASSROOM TEACHERS ASSOCIATION

BY: Glinda M. Brown

TITLE: President CCCTA

DATE: October 23, 1979

NEVADA STATE EDUCATION ASSOCIATION

BY: Charles E. Smith

TITLE: Executive Director

DATE: 23 October 1979

Exhibit B



**CLARK COUNTY EDUCATION ASSOCIATION
NEVADA STATE EDUCATION ASSOCIATION
NATIONAL EDUCATION ASSOCIATION**

ENROLLMENT FORM

CCEA, NSEA, and NEA ... Keeping the Promise of Quality Public Education

As a member of CCEA, NSEA, and NEA you automatically have access to:

- NEA Complimentary Life Insurance® — **free to you as a membership benefit** — up to \$50,000 in accidental death and dismemberment insurance and a \$150,000 benefit for death due to homicide while actively engaged in your occupation. **(To activate your free complimentary life insurance coverage, please complete the form in the back of the application.)**
- Job development.
- Quality training.
- Professional resources and research.
- Help and support networks.
- Legal assistance.
- Professional assistance to help you be successful in your job.
- And much more!

Join with your colleagues from across the state and the nation to support quality public education—become a member of CCEA, NSEA, and NEA.

For more information about products and services available to members, contact:

Clark County Education Association at:
(800) 772-2282 or visit our website at www.ccea-nv.org.

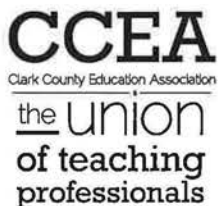
Nevada State Education Association:
(800) 248-6732 or visit the website at www.nsea-nv.org.

National Education Association:
visit the website at www.nea.org.

CCEA
Clark County Education Association
the union
of teaching
professionals

Nevada State
Education Association
NSEA

nea
NATIONAL
EDUCATION
ASSOCIATION
One Voice. Many
Ideas. One NEA.



CLARK COUNTY EDUCATION ASSOCIATION
NEVADA STATE EDUCATION ASSOCIATION
NATIONAL EDUCATION ASSOCIATION



Membership Enrollment Form

BELOW TO BE COMPLETED BY MEMBER

LAST NAME		FIRST NAME		MIDDLE INITIAL
ADDRESS			HOME PHONE	CELL PHONE
CITY	STATE	ZIP CODE	SOCIAL SECURITY NO. _____	
PERSONAL E-MAIL ADDRESS (By providing my e-mail address I am enrolling in e-mail alerts/communications)			SCHOOL	
MEMBERSHIP TYPE:		METHOD OF PAYMENT:		
<input type="checkbox"/> Full Time <input type="checkbox"/> Half Time		<input type="checkbox"/> Payroll <input type="checkbox"/> Cash		

* The following information is optional and failure to answer it will in no way affect your membership status, rights or benefits in NEA, NSEA, or CCEA.

SEX: <input type="checkbox"/> Male <input type="checkbox"/> Female	BIRTH DATE: ____/____/____ Month Day Year	ETHNIC CODE: <input type="checkbox"/> American Indian/Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic	<input type="checkbox"/> Caucasian <input type="checkbox"/> Black <input type="checkbox"/> Pacific Islander <input type="checkbox"/> Other _____	MARITAL STATUS: <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Separated/Divorced/Widowed
EXPERIENCE: Years of Teaching Experience _____ Previous School District/State _____ Relocating from Zip Code _____				

My signature authorizes CCEA to negotiate for me before the school district, as provided in Nevada Statutes, those items affecting my salary, hours and conditions of employment and to represent me in other matters affecting the professional services of educators and the quality of education.

Payroll Deduction Authorization. With full knowledge of the above, I hereby agree to pay cash for, or herein authorize my employer, the Clark County School District, to deduct from my salary, and pay to CCEA, in accordance with the agreed-upon payroll deduction procedure, the professional dues as established annually for this membership year and each year thereafter, provided that I may revoke this authorization by giving written notice to that effect to CCEA between July 1 and July 15 of any calendar year, or as otherwise designated by the negotiated agreement.

Dues are paid on an annual basis and, although dues may be deducted from my payroll check(s) in order to provide an easier method of payment, as a member I am obligated to pay the entire amount of dues for a membership year. I understand that if I resign my membership in CCEA, or in the event of termination, resignation or retirement from employment, I am still obligated to pay the balance of my annual dues for that membership year and such payments will continue to be deducted from my payroll check(s).

I further understand that dues are not deductible as charitable contributions for federal income tax purposes. Dues may be deductible as a miscellaneous itemized deduction.

MEMBER'S SIGNATURE _____

DATE _____

ASSOCIATION AGENT _____

DATE _____

WHITE: CCEA

YELLOW: NSEA

PINK: MEMBER

REV. 6/14

AA 0170

NEA Complimentary Life Insurance® Beneficiary Registration Form

NEA Complimentary Life Insurance® is an automatic benefit for eligible NEA members. Please help us administer this program by giving us information on your beneficiary and by completing this form in its entirety. This information will be held in strict confidence. Thank you.

PLEASE PRINT

Your Name _____

Address _____

City _____ State _____ Zip _____

Phone (____) _____ Date of Birth ____/____/____
Month Day Year Social Security No. _____

Select your beneficiary for the NEA Complimentary Life Insurance® death benefit:

- (1) ☐ Surviving spouse (at time of death)
(2) ☐ Surviving children (divided equally)
(3) ☐ Surviving parents
(4) ☐ Estate

(5) ☐ Other

Name _____
Relationship _____
(If selecting partner, provide name of beneficiary and relationship to you.)

I am currently an:

- (1) ☐ Active (2) ☐ Life* (3) ☐ Reserve (4) ☐ Staff
* Life members must be actively employed in the field of education.

Marital status:

- (1) ☐ Single (2) ☐ Married
(3) ☐ Separated, Divorced, Widowed

Are you the major wage earner in your household?

- (1) ☐ Yes (2) ☐ No (3) ☐ About the same

Gender:

- (1) ☐ Male (2) ☐ Female

I have been a continuous NEA member since the _____ school year.

By signing this form, I verify that I am a member in good standing of the National Education Association.

Member's Signature X _____ Date Signed _____

If married, what is the employment status of your spouse?

- (1) ☐ Education employee (6) ☐ Unemployed
(2) ☐ Other professional (7) ☐ Homemaker
(3) ☐ Executive (8) ☐ Student
(4) ☐ White-collar worker (9) ☐ Other
(5) ☐ Blue-collar worker (10) ☐ Retired

Total family income:

- (1) ☐ \$19,000 or below (5) ☐ \$50-59,999
(2) ☐ \$20-29,999 (6) ☐ \$60-69,999
(3) ☐ \$30-39,999 (7) ☐ \$70,000 or above
(4) ☐ \$40-49,999

Number of children dependent on you for support and their year of birth:

- (1) ☐ 0 (2) ☐ 1 (3) ☐ 2 (4) ☐ 3 (5) ☐ 4 or more

1st Child (DOB) _____ 3rd Child (DOB) _____
2nd Child (DOB) _____ 4th Child (DOB) _____

Which statement best describes your housing situation?

- (1) ☐ Rent living quarters (4) ☐ Own house
(2) ☐ Own condominium (5) ☐ Live with relatives
(3) ☐ Own mobile home (6) ☐ Other

NEA Complimentary Life Insurance® Benefits

**Free coverage for
eligible members:
Up to \$50,000 in
accidental death
and dismemberment
insurance and a
\$150,000 benefit for
death due to
homicide while
actively engaged in
your occupation.**

Exhibit C



0008091854
CLARK COUNTY EDUCATION ASSOCIATION
NEVADA STATE EDUCATION ASSOCIATION
NATIONAL EDUCATION ASSOCIATION



Membership Enrollment Form

PARTICIPATION

BELOW TO BE COMPLETED BY MEMBER

LAST NAME <i>DiArchangel</i>	FIRST NAME <i>Diane</i>	MIDDLE INITIAL <i>D</i>
ADDRESS [REDACTED]		HOME PHONE [REDACTED]
CITY [REDACTED]	STATE <i>NV</i>	ZIP CODE <i>89107</i>
PERSONAL E-MAIL ADDRESS [REDACTED]		SCHOOL <i>Tarkanian MS</i>

* The following information is optional and failure to answer it will in no way affect your membership status, rights or benefits in NEA, NSEA, or CCEA.

SEX: <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	BIRTH DATE: [REDACTED]	ETHNIC CODE: <input type="checkbox"/> American Indian/Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input checked="" type="checkbox"/> Caucasian <input type="checkbox"/> Black <input type="checkbox"/> Pacific Islander <input type="checkbox"/> Other	METHOD OF PAYMENT: <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Cash	MEMBERSHIP TYPE: <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Half Time
---	---------------------------	---	--	---

"288: IF YOU'RE NOT AT THE TABLE, YOU'RE ON THE MENU"

The National Education Association Fund for Children and Public Education (NEA Fund), the Nevada State Education Association Together in Politics (NSEA TIP), and the Clark County Education Association Together in Politics (CCEA TIP) collect voluntary contributions from Association members and use those contributions for political purposes including, but not limited to, making contributions to and expenditures on behalf of friends of public education who are candidates for federal, or in the case of NSEA or CCEA, state and local office. Only U.S. citizens or lawful permanent residents may contribute to the NEA Fund, the NSEA TIP and the CCEA TIP. Contributions to the NEA Fund, the NSEA TIP and the CCEA TIP are voluntary; making a contribution is neither a condition of employment nor membership in the Association, and members have the right to refuse to contribute without suffering any reprisal. A member may give more or less than the suggested amount of \$2.88 per paycheck, or may contribute nothing at all, without it affecting his or her membership status, rights, or benefits in the NEA, the NSEA, or the CCEA.

I understand that I am making a joint contribution to the NEA Fund for Children and Public Education, the NSEA Together in Politics (NSEA TIP), and the CCEA Together in Politics (CCEA TIP) and that one-third of my contribution will be given to the NEA Fund for Children and Public Education, and that one-third of my contribution will be given to the NSEA TIP, and that one-third of my contribution will be given to the CCEA TIP.

Contributions or gifts to the NEA Fund for Children and Public Education, the Nevada State Education Association Together in Politics, and the Clark County Education Association Together in Politics are not deductible as charitable contributions for federal income tax purposes. Federal law requires us to use our best efforts to collect the name, mailing address, occupation and the name of employer of individuals whose contributions aggregate in excess of \$200 in a calendar year.

I want to protect public education at the table. Here is my investment:

☐ \$1.00 per pay check ☐ \$2.88 per pay check ☒ Other: \$ *0* per pay check

CCEA Scholarship Payroll Deduction Authorization

Yes! I want to help Clark County graduates further their education!

I will contribute \$ *0* per pay check as a payroll deduction for this purpose. (\$1.00 or more is suggested.)
This is **not** tax deductible as a charitable contribution.

CCEA Community Foundation Payroll Deduction Authorization

Yes! I want to help Clark County teachers with grants up to \$500.00!

I will contribute \$ *0* per pay check as a payroll deduction for this purpose. (\$1.00 or more is suggested.)
This is **tax** deductible as a charitable contribution.

My signature authorizes CCEA to negotiate for me before the school district, as provided in Nevada Statutes, those items affecting my salary, hours and conditions of employment and to represent me in other matters affecting the professional services of educators and the quality of education.

Payroll Deduction Authorization. With full knowledge of the above, I hereby agree to pay cash for, or herein authorize my employer to deduct from my salary, and pay to CCEA, in accordance with the agreed-upon payroll deduction procedure, the professional dues as established annually and the political action contributions in the amounts indicated above for this membership year and each year thereafter, provided that I may revoke this authorization by giving written notice to that effect to CCEA between July 1 and July 15 of any calendar year, or as otherwise designated by the negotiated agreement. Dues are paid on an annual basis and, although dues may be deducted from my payroll check(s) in order to provide an easier method of payment, a member is obligated to pay the entire amount of dues for a membership year. I understand that if I resign my membership in CCEA, or in the event of termination, resignation or retirement from employment, I am still obligated to pay the balance of my annual dues and political or positive image contributions for that membership year and such payments will continue to be deducted from my payroll check(s).

Dues and political contributions are not deductible as charitable contributions for federal income tax purposes. Dues may be deductible as a miscellaneous itemized deduction.

Diane DiArchangel
MEMBER'S SIGNATURE

1/20/11
DATE

Joseph R. [Signature]
ASSOCIATION AGENT

1/20/2011
DATE

WHITE: CCEA

YELLOW: NSEA

PINK: MEMBER

REV. 7/10

AA 0173

Exhibit D

Membership Enrollment Form

BELOW TO BE COMPLETED BY MEMBER

LAST NAME <u>Wyckoff</u>		FIRST NAME <u>Jason</u>		MIDDLE INITIAL <u>A</u>
ADDRESS [REDACTED]			HOME PHONE [REDACTED]	CELL PHONE [REDACTED]
CITY [REDACTED]	STATE [REDACTED]	ZIP CODE [REDACTED]	SOCIAL SECURITY NO. [REDACTED]	
PERSONAL E-MAIL ADDRESS (By providing my e-mail address I am enrolling in e-mail alerts/communications) [REDACTED]			SCHOOL <u>Cunningham</u>	
MEMBERSHIP TYPE: <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Half Time			METHOD OF PAYMENT: <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Cash	

* The following information is optional and failure to answer it will in no way affect your membership status, rights or benefits in CCEA.

SEX: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	BIRTH DATE: [REDACTED] Month Day Year	ETHNIC CODE: <input checked="" type="checkbox"/> Caucasian <input type="checkbox"/> American Indian/Alaska Native <input type="checkbox"/> Black <input type="checkbox"/> Asian <input type="checkbox"/> Pacific Islander <input type="checkbox"/> Hispanic <input type="checkbox"/> Other _____	MARITAL STATUS: <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Separated/Divorced/Widowed
EXPERIENCE: Years of Teaching Experience <u>0</u> Previous School District/State _____ Relocating from Zip Code _____			

My signature authorizes CCEA to negotiate for me before the school district, as provided in Nevada Statutes, those items affecting my salary, hours and conditions of employment and to represent me in other matters affecting the professional services of educators and the quality of education.

Payroll Deduction Authorization. With full knowledge of the above, I hereby agree to pay cash for, or herein authorize my employer, the Clark County School District, to deduct from my salary, and pay to CCEA, in accordance with the agreed-upon payroll deduction procedure, the professional dues as established annually for this membership year and each year thereafter, provided that I may revoke this authorization by giving written notice to that effect to CCEA between July 1 and July 15 of any calendar year, or as otherwise designated by the negotiated agreement.

Dues are paid on an annual basis and, although dues may be deducted from my payroll check(s) in order to provide an easier method of payment, as a member I am obligated to pay the entire amount of dues for a membership year. I understand that if I resign my membership in CCEA, or in the event of termination, resignation or retirement from employment, I am still obligated to pay the balance of my annual dues for that membership year and such payments will continue to be deducted from my payroll check(s).

I further understand that dues are not deductible as charitable contributions for federal income tax purposes. Dues may be deductible as a miscellaneous itemized deduction.

[Signature]
MEMBER'S SIGNATURE

8/1/17
DATE

ASSOCIATION AGENT

DATE

WHITE: CCEA

YELLOW: NSEA

PINK: MEMBER

REV. 6/17

