

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

WEISS, <i>et al.</i> ,)	
)	
Plaintiffs,)	Case No. 2024-CH-09334
)	
v.)	Calendar 16
)	
CHICAGO TEACHERS UNION,)	Judge David B. Atkins
)	
Defendant.)	

DEFENDANT’S ANSWER AND AFFIRMATIVE DEFENSES

Defendant Chicago Teachers Union (“Defendant,” “Union,” or “CTU”), answers Plaintiffs’ Complaint as follows:

1. The Constitution and Bylaws of Defendant Chicago Teachers Union Local 1, IFT-AFT, AFL-CIO (“CTU” or “Union”) require CTU to provide its members with an audited report annually. Nonetheless, CTU has failed to furnish such a report since September of 2020, when it released an audit covering 2018 and the first half of 2019. Plaintiffs, teachers and educational professionals employed by Chicago Public Schools (“CPS”) and members of the Union, bring this lawsuit for breach of contract for failure to furnish an audited report, and for their remedy seek specific performance so that the Union will produce an audited report.

ANSWER: Denied.

2. Plaintiff Philip Weiss is a social worker residing in Cook County, Illinois. In 1998, Plaintiff Weiss began employment with CPS. He has been a dues-paying member of CTU ever since.

ANSWER: Admitted.

3. Plaintiff Bridget Cuevas is a teacher residing in Cook County, Illinois. In 2012, Plaintiff Cuevas began employment with CPS. She has been a dues-paying member of CTU ever since.

ANSWER: Admitted.

4. Plaintiff Rosemary Swearingen is a primary diverse learning teacher residing in Cook County, Illinois. In 2001, Plaintiff Swearingen began employment with CPS. She has been a dues-paying member of CTU ever since.

ANSWER: Admitted.

5. Plaintiff Kenneth Meracle is a social studies teacher residing in Cook County, Illinois. In 2017, Plaintiff Meracle began employment with CPS. He has been a dues-paying member of CTU ever since.

ANSWER: Admitted.

6. Defendant CTU is an “employee organization” or “labor organization” as defined by the Illinois Educational Labor Relations Act, 115 ILCS 5/2(c). Additionally, CTU is an “exclusive representative” as defined by the Illinois Educational Labor Relations Act, 115 ILCS 5/2(d), as it has been recognized by CPS as the exclusive representative of CPS teachers. CTU’s primary place of business is located at 1901 W. Carroll Ave., Chicago, Illinois, 60612.

ANSWER: Admitted.

7. Defendant Stacy Davis Gates is the President of CTU.

ANSWER: Denied that Stacy Davis Gates is a Defendant. Otherwise admitted.

8. Defendant Maria T. Moreno is the Financial Secretary of CTU.

ANSWER: Denied that Maria T. Moreno is a Defendant. Otherwise admit that Maria T. Mareno will be Financial Secretary of CTU until June 30, 2025.

9. This Court has personal jurisdiction because the parties reside and work in Cook County Illinois, and the contract at issue in this dispute was established and is administered there. Venue is proper pursuant to 735 ILCS 5/2-101.

ANSWER: Admitted.

10. CTU is governed by a Constitution and Bylaws, a true and correct copy of which is attached hereto and incorporated herein as Exhibit A.

ANSWER: Admitted.

11. Under Illinois law, a union’s constitution and bylaws are a contract between the union and the union’s members.

ANSWER: Admitted.

12. A contractual relationship was formed between Plaintiffs and CTU when Plaintiffs provided consideration by agreeing to pay membership dues and fulfill other obligations outlined in the Constitution and Bylaws, in exchange for CTU's commitment to adhere to the terms of those governing documents.

ANSWER: Admitted.

13. The contract between CTU and its members (collectively) was formed when CTU drafted, and its members first ratified, the Constitution and Bylaws. The respective effective dates of the contract for each Plaintiff are the dates when they became members of CTU.

ANSWER: Admitted.

14. At all relevant times, Plaintiffs have been ready, willing, and able to complete performance of the contract and Plaintiffs have, in fact, continued to perform their obligations under the contract.

ANSWER: Denied.

15. When a union breaches the terms of its constitution and bylaws, Illinois law provides that members of the union have standing to seek redress through a breach-of-contract claim. *See Payne v. Collier*, 38 Ill. App. 3d 201, 202 (1976); *Illinois Educ. Ass'n v. Illinois Federation of Teachers*, 107 Ill. App. 3d 686, 689 (1982).

ANSWER: Admit that complaint cites Illinois legal authority.

16. The Illinois Educational Labor Relations Board has concluded that it lacks subject-matter jurisdiction over disputes concerning the application of union constitutions, bylaws, and other internal governing rules. *See, e.g., Esposito-Usterbowski, Jimenez and Weiss, et al., and Chicago Teachers Union, Local 1, IT-AFT-AFL-CIO*, case no. 2023-CB-0011-C, citing *East St. Louis Federation of Teachers (Washington)*, 4 PERI 1132, Case No. 88-CB0008-S (IELRB Opinion and Order, September 12, 1988).

ANSWER: Admit that complaint cites Illinois legal authority.

17. Therefore, a claim that a union has violated the terms of its constitution and bylaws can only be brought in an action in the circuit courts.

ANSWER: Admit that complaint cites Illinois legal authority.

18. Article VI, Section 1(d) of CTU's constitution and bylaws states "[e]ach year, the Financial Secretary shall furnish an audited report of the Union which shall be printed in the Union's publication."

ANSWER: Admitted.

19. Despite its contractual obligation to furnish an audited report of the Union each year and to print the audit report in CTU's publication, CTU and its financial secretary have failed to do so since 2020, when it released an audit covering 2018 and the first half of 2019.

ANSWER: Denied. Answering further, the only regular publication maintained by the CTU is its website, ctulocal1.org. The CTU has published on its website, in the member portal, audited reports for FY2020 (covering July 1, 2019 through June 30, 2020), FY2021 (covering July 1, 2020 through June 30, 2021), FY2022 (covering July 1, 2021 through June 30, 2022) and FY2023 (covering July 1, 2023 through June 30, 2024).

20. Plaintiffs have requested that CTU comply with its obligation to no avail.

ANSWER: Denied.

21. Plaintiff Weiss has made multiple written requests to the Union to publish copies of the audits which have been unanswered or ignored.

ANSWER: Denied.

22. In an effort to avoid litigation, all Plaintiffs, through undersigned pro-bono counsel, made a formal pre-litigation demand to CTU that it furnish the audit reports to members, but Defendants have still not performed. A true and correct copy of that letter is attached as Exhibit B.

ANSWER: Admitted that Exhibit B to the Complaint is authentic. Otherwise denied.

23. Because CTU has not complied with its contractual duties to Plaintiffs, and because other methods short of litigation have not resolved the dispute, Plaintiffs have no recourse to protect their rights except through judicial action.

ANSWER: Denied.

24. Plaintiffs reallege the preceding paragraphs of this Complaint as though fully restated herein.

ANSWER: Defendant realleges the precedent paragraphs of this Answer as though fully restated herein.

25. The CTU Constitution and Bylaws constitute a legally binding and enforceable contract between CTU and its members.

ANSWER: Admitted that plaintiffs and CTU are bound by the CTU Constitution.

26. The date of formation of the contract was, for each Plaintiff, the year that each became a dues-paying member of CTU.

ANSWER: Admitted that plaintiffs and CTU are bound by the CTU Constitution.

27. The contract was supported by adequate and sufficient consideration including, among other things, membership dues paid by Plaintiffs to the Union.

ANSWER: Admitted that plaintiffs and CTU are bound by the CTU Constitution.

28. The contract requires CTU to furnish to members each year an audited report of the Union which is to be printed in CTU's publication.

ANSWER: Admitted that CTU's Bylaws state that, "Each year, the Financial Secretary shall furnish an audited report of the Union which shall be printed in the Union's publication." To the extent that this allegation is inconsistent with that statement, denied.

29. CTU has not furnished or published an audited report of the Union since September of 2020, when it released a combined audit report covering 2018 and the first half of 2019.

ANSWER: Denied.

30. As a result of Defendants' breach of the CTU Constitution and Bylaws, Plaintiffs have not received from CTU the audited financial reports for the second half of 2019 through the present.

ANSWER: Denied.

31. Performance of Defendants' obligations is completely within the scope of Defendants' control and is outside the control of Plaintiffs.

ANSWER: Admitted.

32. CTU's failure to furnish an audited report of the Union each year and to print the report in its publication constitutes a material breach of CTU's contract with its members.

ANSWER: Denied.

33. Defendants' breach of the CTU Constitution and Bylaws has resulted in damages to Plaintiffs.

ANSWER: Denied.

34. Monetary damages or other remedies at law are inadequate remedies.

ANSWER: Denied.

35. Requiring the Defendants to furnish to members audited financial reports as set forth in the CTU Constitution and Bylaws does not require protracted court supervision.

ANSWER: Denied.

AFFIRMATIVE DEFENSES

I. Mootness

1. In recent years, CTU has been catching up on finalizing audits. The audits have been delayed due to the COVID pandemic, implementation of new reporting requirements from the Chicago Teachers Pension Fund (“CTPF”), and turnover in CTU staff. But pursuant to CTU Bylaw Article VI Section 2.a., the full annual audits have been available for inspection by CTU members as follows:

- (a) The FY 2020 audit (covering July 1, 2019 through June 30, 2020) has been available since on or about December 13, 2024.
- (b) The FY 2021 audit (covering July 1, 2020 through June 30, 2021) has been available since on or about December 13, 2024.
- (c) The FY 2022 audit (covering July 1, 2021 through June 30, 2022) has been available since on or about December 13, 2024.
- (d) The FY 2023 audit (covering July 1, 2022 through June 30, 2023) has been available since mid-February 2025.

2. Plaintiffs do not assert that they have been denied access to the full audits as specified under Bylaw Article VI Section 2.a.

3. The Union also publishes an annual audited report, which is the subject of this action. The audited reports, consisting of the auditor’s summary audit findings taken from the full annual audit, have been available online to CTU members online since on or about the same dates set forth above.

4. On January 8, 2025, CTU offered Plaintiff Philip Weiss the opportunity to come to CTU's office to view the full audits. On or about February 25, 2025, Weiss visited CTU and viewed the full audits. Plaintiff Weiss further has access to the online audited report as of the dates set forth above.

5. All other plaintiffs may similarly view the summary audited reports and the full audits.

6. Plaintiffs have suffered no damages.

7. The particular action by CTU that Plaintiffs seek in this lawsuit has been completed as described above.

8. The Court cannot provide any relief regardless of how the issues are decided.

9. Plaintiffs' lawsuit should be dismissed because Plaintiffs' claim is moot.

II. The Form of the Summary Audited Reports Is Within CTU's Discretion.

10. An Illinois court will defer to a union's interpretation of its bylaws unless the interpretation is arbitrary.

11. CTU has interpreted Bylaw Article VI Section 1.d. such that the summary audit findings taken from the full annual audit constitute an "audited report," and that the CTU website is the Union's "publication."

12. CTU's interpretation of its Bylaws as set forth in paragraph 11 is not arbitrary.

13. Plaintiffs have no facts suggesting or showing that CTU's interpretation of its Bylaws as set forth in paragraph 11 is arbitrary.

14. Plaintiffs have no superior alternative form to suggest for a summary audited report of the Union.

15. Plaintiffs' lawsuit should be dismissed because CTU's exercise of its discretion to interpret its Bylaws is not arbitrary here.

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June 16, 2025

Respectfully submitted,

/s/ Josiah A. Groff

CERTIFICATE OF SERVICE

I, Josiah A. Groff, an attorney, hereby certify that, on June 16, 2025, I caused to be served the foregoing Defendant's Answer and Affirmative Defenses to all attorneys of record by using the Odyssey eFileIL service, and to the following by email:

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