IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

JEFFREY A. SCHWARTZ, Plaintiff, v. BROOKLYN LIBRARY GUILD, LOCAL 1482, AFL-CIO; BROOKLYN PUBLIC LIBRARY; and the CITY OF NEW YORK, Defendants.	No. FILED IN CLERK'S OFFICE US DISTRICT COURT E.D.N.Y. * SEPTEMBER 21, 2026 * BROOKLYN OFFICE 26-CV-5820 Judge Diane Gujarati Magistrate Judge Robert M. Levy **Complaint**

1. The First Amendment prohibits the government from compelling a person to subsidize a union's speech unless that person affirmatively consents. *Janus v. AFSCME, Council 31*, 585 U.S. 878, 930 (2018). This principle applies both to the government's own employees, *id.*, and to workers whom the government, through its funding and control of an ostensibly private entity, effectively compels to subsidize a union, *see Harris v. Quinn*, 573 U.S. 616, 656 (2014). "[T]he First Amendment's meaning does not turn on state-law labels," and what is significant is "the substance of [the] relationship" between the worker and the government. *Harris*, 573 U.S. at 641, n.10.

2. Plaintiff Jeffrey A. Schwartz is a Government Documents Librarian at the Brooklyn Public Library (BPL), where he's been employed for over 32 years. Although BPL is nominally organized as a not-for-profit corporation, it was created by an act of the New York State Legislature, is

overwhelmingly funded by Defendant City of New York, operates in library buildings owned by the City, participates in the State public-employee retirement system, is subject to audit and oversight by the New York City Comptroller, and is governed by a Board of Trustees of whose seats a majority are filled by government appointment or by New York City officials serving ex officio. In substance, BPL functions as an arm of municipal government.

3. BPL and Defendant Brooklyn Library Guild, Local 1482, AFL-CIO (the Union) are parties to a collective bargaining agreement (the CBA) that contains an agency-shop provision requiring bargaining-unit employees, including Schwartz, to pay union dues or their equivalent as a condition of continued employment.

4. Schwartz does not wish to pay money to the Union and has sought to stop the deductions.

5. Because the City of New York is structurally embedded in BPL's governance and in the compensation-and-benefits-bargaining authority that defines the employment relationship—in other words, the government's involvement in and control over BPL is so pervasive that its conduct must be treated as that of the government itself—the challenged dues regime is intertwined with a City-controlled employment framework.

6. This arrangement violates Schwartz's First Amendment rights. Schwartz therefore brings this action under 42 U.S.C. § 1983 and 28 U.S.C.

§ 2201(a) seeking declaratory and injunctive relief and the return of the dues unlawfully collected from him.

Parties

7. Plaintiff Jeffrey A. Schwartz is a citizen of the State of New York and has been employed by the Brooklyn Public Library over 32 years and is currently a Government Documents Librarian. He is a member of the bargaining unit represented by Defendant Brooklyn Library Guild, Local 1482, AFL-CIO.

8. Defendant Brooklyn Library Guild, Local 1482, AFL-CIO is a labor organization that represents employees of the Brooklyn Public Library, including Schwartz, and is a party to the collective bargaining agreement with the Brooklyn Public Library that requires bargaining-unit employees to pay union dues or agency fees as a condition of employment.

9. Defendant Brooklyn Public Library is a not-for-profit corporation that operates the public library system serving the Borough of Brooklyn. It was established by an act of the New York State Legislature, is funded overwhelmingly by public monies, operates in facilities owned by the City of New York, and is governed by a Board of Trustees controlled by government appointees and ex officio public officials. Its principal office is located in Brooklyn, New York.

10. Defendant City of New York is a municipal corporation of the State of New York. The City created, funds, houses, and—through its

appointment of trustees and its control over BPL's budget, compensation, and benefits—substantially controls the Brooklyn Public Library and the terms of employment at issue in this case.

Jurisdiction and Venue

11. This case raises claims under the First and Fourteenth Amendments to the United States Constitution and 42 U.S.C. § 1983. The Court has subject-matter jurisdiction under 28 U.S.C. § 1331 and 28 U.S.C. § 1343.

12. Venue is proper in this District because Defendant Brooklyn Public Library is located in this District and a substantial part of the events giving rise to the claims occurred here. 28 U.S.C. § 1391(b)(2).

Facts

A. Schwartz is compelled to pay union dues, or their equivalent, as a condition of his employment at the BPL.

13. Schwartz is employed by BPL as a Government Documents Librarian. His position places him within a bargaining unit represented by the Union.

14. Schwartz joined the Union in 1994. In the fall of 2025, he resigned from the Union. Since then, union dues have been deducted from his paychecks, and he has paid approximately $1,000 in union dues.

15. Union membership and the payment of dues have been treated as mandatory conditions of Schwartz's employment at BPL.

16. The collective bargaining agreement between the BPL and the Union contains an agency-shop provision. *See* CBA Art. XVII.[1] Under an agency-shop arrangement, bargaining-unit employees must pay union dues or an equivalent agency fee to the Union as a condition of continued employment, regardless of whether they wish to be union members.

17. Schwartz objects to being compelled to pay money to the Union and has sought to stop the deductions from his wages. But for being compelled to pay the equivalent of union dues to the Union as a condition of his employment, Schwartz would not have voluntarily joined the Union and paid money to the Union. Thus, Schwartz has never given affirmative consent to subsidize the Union's speech.

B. BPL was created by the State and serves a governmental purpose.

18. BPL was established by an act of the New York State Legislature in 1892 "to establish and to maintain a public library and reading room in the independent city of Brooklyn." Its core mission is "to ensure the preservation and transmission of society's knowledge, history and culture, and to provide the people of Brooklyn with free and open access to information for education, recreation and reference."[2]

19. BPL performs governmental and quasi-governmental functions on behalf of federal, state, and city authorities, including, among others:

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[1] Available at http://www.local1482.org/working-conditions-contract.html (last visited Aug. 18, 2026).
[2] *About Brooklyn Public Library*, Brooklyn Pub. Libr., https://www.bklynlibrary.org/about (last visited Aug. 18, 2026).

serving as a Federal Depository Library; providing a site for the issuance of IDNYC municipal identification cards; hosting civic events, including voter-registration drives conducted in partnership with civic organizations;[3] operating as an emergency cooling center for New York City residents;[4] providing free tax-preparation assistance and access to tax-filing resources;[5] operating government-funded adult literacy centers;[6] and offering United States citizenship classes and naturalization information.[7]

C. The City controls a majority of BPL's governing board.

20. BPL is governed by a Board of Trustees. Under BPL's governing structure, the Board consists of 38 members.[8] The Mayor of the City of New York appoints 11 trustees, and the Brooklyn Borough President appoints 11 trustees.[9]

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[3] *Civic Commons*, Brooklyn Pub. Libr., https://www.bklynlibrary.org/locations/central/dept/civic-commons (last visited Aug. 18, 2026).
[4] *Cooling Centers at Brooklyn Public Library*, Brooklyn Pub. Libr., https://www.bklynlibrary.org/cooling-centers (last visited Aug. 18, 2026).
[5] *NYC's Public Libraries Urge Continued City Investment*, Brooklyn Pub. Libr., https://www.bklynlibrary.org/media/press/nyc%E2%80%99s-public-libraries-0 (last visited Aug. 18, 2026) (statement of New York City Council member) (describing libraries "where New Yorkers can . . . access free tax preparation").
[6] *Immigrants*, Brooklyn Pub. Libr., https://www.bklynlibrary.org/learn/immigrants (last visited Aug. 18, 2026).
[7] *Citizenship*, Brooklyn Pub. Libr., https://www.bklynlibrary.org/learn/immigrants/citizenship (last visited Aug. 18, 2026).
[8] *Library Policies*, Brooklyn Pub. Libr., https://www.bklynlibrary.org/use-the-library/policy (last visited Aug. 18, 2026).
[9] *Trustees*, Brooklyn Pub. Libr., https://www.bklynlibrary.org/about/trustees (last visited Aug. 18, 2026).

21. In addition, high-ranking City officials—including the Mayor, the New York City Comptroller, the Speaker of the New York City Council, and the Brooklyn Borough President—serve as ex officio members of the Board.[10]

22. In total, approximately 26 of the Board's seats are held by government appointees and ex officio public officials. This governmental bloc is positioned to constitute a majority of the Board. Government appointees and officials thus do not merely participate in BPL's governance—they control it.

D. BPL is overwhelmingly publicly funded and publicly held.

23. BPL is highly dependent on public funding. The vast majority of its operating revenue is derived from public sources, principally the City, with additional public funding provided by New York State and the federal government. Private contributions account for only a small fraction of BPL's operating budget.[11]

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[10] *Library Policies*, Brooklyn Pub. Libr., https://www.bklynlibrary.org/use-the-library/policy (last visited Aug. 18, 2026) (noting the Mayor, Comptroller, and Brooklyn Borough President serve ex officio).
[11] *See Leadership*, Brooklyn Pub. Libr., https://www.bklynlibrary.org/about/leadership (last visited Aug. 18, 2026); *Take Action*, Brooklyn Pub. Libr., https://www.bklynlibrary.org/support/advocacy (last visited Aug. 18, 2026)

24. BPL describes itself, in its own public statements, as "one of the largest publicly-funded civic institutions in New York City," and reports an annual operating budget in excess of $119 million.[12]

25. BPL's public advocacy materials state that "[g]overnment funding keeps the library open and running" and expressly thank "the Mayor" and "the City Council" for that support.[13]

26. BPL does not own the branch facilities in which it operates. The physical properties are owned by the City of New York and made available to BPL. Because the City owns these assets, City-funded capital improvements and renovations are not even recorded on BPL's own books but are instead treated as property of the City of New York.[14] The City thus holds the fundamental assets underlying the entire enterprise.

27. Capital improvements to library facilities are funded by the Mayor, the City Council, and the Borough President, and are administered through New York City agencies, including the New York City Department of Design and Construction.[15]

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[12] *Leadership*, Brooklyn Pub. Libr., https://www.bklynlibrary.org/about/leadership (last visited Aug. 18, 2026).
[13] *Take Action*, Brooklyn Pub. Libr., https://www.bklynlibrary.org/support/advocacy (last visited Aug. 18, 2026).
[14] Brooklyn Pub. Libr., *Financial Statements: June 30, 2025 and 2024*, at 16 (Note D) (Sept. 9, 2025), https://comptroller.nyc.gov/wp-content/uploads/documents/BPL-2025-06-AUDIT.pdf.
[15] *Rebuilding Brooklyn's Libraries*, Brooklyn Pub. Libr., https://www.bklynlibrary.org/about/capital-projects (last visited Aug. 18, 2026).

28. The Brooklyn Public Library is subject to audit and oversight by the New York City Comptroller with respect to its use of public funds—a level of financial oversight ordinarily reserved for governmental entities.[16]

E. BPL employees are treated as public employees for retirement purposes.

29. BPL employees, including bargaining-unit employees, are eligible to participate in the New York State Local Retirement System (NYSLRS)—a public retirement system designed for public-sector employees—and in the New York State Deferred Compensation Plan (a Section 457 plan).[17]

F. The City controls recognition, bargaining, compensation, and benefits.

30. The collective bargaining agreement ties the Union's recognition directly to City-funded positions. The Union is recognized as the bargaining representative for employees "whose salaries are funded by the City of New York." CBA Art. 1.A.1.

31. The CBA constrains the scope of collective bargaining by reference to City funding decisions: bargaining "shall not concern matters for

[16] Office of the N.Y.C. Comptroller, *Final Letter Report on the Brooklyn Public Library's Compliance with Fire and Safety Regulations and the Americans with Disabilities Act*, No. SR19-111AL (June 10, 2020), https://comptroller.nyc.gov/reports/final-letter-report-on-the-brooklyn-public-librarys-compliance-with-fire-and-safety-regulations-and-the-americans-with-disabilities-act/.

[17] *Work for BPL*, Brooklyn Pub. Libr., https://www.bklynlibrary.org/careers (last visited Aug. 18, 2026).

which the City of New York has not approved and allocated funds," including "salaries . . . health insurance . . . [and] pensions." CBA Art. 1.B.1.

32. Employee benefits under the CBA are contingent on City approval and funding: benefit-plan payments are made only "provided that the City of New York has agreed . . . or has approved and allocated funds." CBA Art. XI.A.

33. The City is not a neutral or arms-length funder. The City must approve and allocate the funds for the core terms of employment—salaries, health insurance, and pensions—and BPL's ability to bargain over those terms is expressly limited by the City's funding decisions. The City is thus directly and structurally embedded in the employment relationship out of which the challenged dues deductions arise.

G. The agency-shop regime and the denial of Schwartz's First Amendment rights.

34. The National Labor Relations Act permits a private-sector employer and a union to enter into an agency-shop agreement requiring bargaining-unit employees to pay union dues or agency fees as a condition of employment, and it permits a State to prohibit such agreements. 29 U.S.C. §§ 158(a)(3), 164(b). New York State has not enacted a right-to-work law prohibiting such agreements.

35. Thus, New York State permits private-sector employers and unions to enter into agreements requiring employees to pay agency fees to the union.

36. The First Amendment, however, prohibits the government from compelling the subsidization of private speech. *Janus*, 585 U.S. at 930. Because the government's participation in and control over BPL's governance, funding, facilities, and the compensation-and-benefits framework are sufficiently extensive that the challenged conduct is fairly attributable to the State, the compelled payment of union dues without Schwartz's consent violates the First Amendment.

Cause of Action

The First Amendment prohibits Defendants from withholding union dues or fees from Schwartz without his consent.

37. The allegations contained in all preceding paragraphs are incorporated herein by reference.

38. The First Amendment prohibits the government from compelling a person to subsidize a union's speech unless the person affirmatively consents. *Janus*, 585 U.S. at 930. "Neither an agency fee nor any other payment to the union may be deducted from a nonmember's wages, nor may any other attempt be made to collect such a payment, unless the employee affirmatively consents to pay." *Id.*

39. If Schwartz were formally employed by the City to perform the same work, it would be beyond dispute that he could not be compelled to join or pay money to a union without his consent. *Janus*, 585 U.S. at 930. The First Amendment's prohibition, however, is not limited to workers formally carried on a government payroll: "the First Amendment's meaning does not

turn on state-law labels," and what is significant is "the substance of [the] relationship." *Harris*, 573 U.S. at 641, n.10. The question is not whether BPL is denominated a "municipal corporation" or a "public employer" under state law, but whether the compelled-dues conduct is fairly attributable to the State.

40. Conduct is fairly attributable to the State—and thus constitutes state action—when the government's involvement in and control over a nominally private entity is so pervasive that the entity's challenged conduct must be treated as that of the government itself. *See Lebron v. Nat'l R.R. Passenger Corp.*, 513 U.S. 374, 397–400 (1995); *Brentwood Acad. v. Tenn. Secondary Sch. Athletic Ass'n*, 531 U.S. 288, 295–96, 298 (2001).

41. In this case, as a condition of his employment at BPL, Schwartz must pay dues or their equivalent to the Union. That condition is fairly attributable to the State for two reasons.

42. First, the condition of paying dues is fairly attributable to the State because the City "provides significant encouragement to the entity, the entity is a willful participant in joint activity with the state, or the entity's functions are entwined with governmental policies ('the joint action test' or 'close nexus test')." *Fabrikant v. French*, 691 F.3d 193, 207 (2d Cir. 2012) (quoting *Sybalski v. Indep. Grp. Home Living Program, Inc.*, 546 F.3d 255, 257 (2d Cir. 2008)).

43. BPL is pervasively entwined with the government in its management and control. A nominally private entity is a state actor when it is "entwined with governmental policies," or when government is "entwined in [its] management or control." *Brentwood Acad.*, 531 U.S. at 296 (quoting *Evans v. Newton*, 382 U.S. 296, 299, 301 (1966)). "Entwinement will support a conclusion that an ostensibly private organization ought to be charged with a public character and judged by constitutional standards." *Id.* at 302.

44. BPL was created by special act of the New York State Legislature to further the governmental objective of establishing and maintaining a free public library system for the residents of Brooklyn. It thus exists not as an ordinary private venture but as a legislatively created instrument for a public purpose. *See Lebron*, 513 U.S. at 400.

45. Of BPL's 38 board seats, approximately 26 are held by government appointees or by public officials serving ex officio.[18] Government appointees and officials thus constitute a controlling share of the body that

[18] *See Trustees*, Brooklyn Pub. Libr., https://www.bklynlibrary.org/about/trustees (last visited Aug. 18, 2026) ("The Mayor and the Brooklyn Borough President each appoint 11 trustees. . . . The Mayor, City Comptroller, Speaker of the City Council and Brooklyn Borough President are ex-officio members of the board."); *Library Policies*, Brooklyn Pub. Libr., https://www.bklynlibrary.org/use-the-library/policy (last visited Aug. 18, 2026) (Board "consists of 38 members"). The figure of approximately 26 reflects the 22 trustees appointed by the Mayor (11) and the Brooklyn Borough President (11), together with the four public officials serving ex officio (the Mayor, the City Comptroller, the Speaker of the City Council, and the Brooklyn Borough President).

governs BPL and sets its policies, including the policies under which Schwartz's dues are withheld.

46. BPL is overwhelmingly funded by public monies. BPL's continued operation, its recognition of the Union, and the compensation and benefits it provides to employees like Schwartz are dependent on, and controlled by, the City's funding decisions. This pervasive fiscal dependence is powerful evidence of entwinement and significant encouragement. *See Brentwood Acad.*, 531 U.S. at 296; *Blum v. Yaretsky*, 457 U.S. 991, 1004 (1982).

47. BPL's operations are further entwined with the City's. BPL operates in City-owned facilities, the capital improvements to which are funded and administered by City agencies; BPL is a component unit of the City whose finances are consolidated into the City's financial reporting and are subject to audit by the Office of the New York City Comptroller; and BPL's employees participate in NYSLRS—a public-employee retirement system—and are therefore treated as public employees for retirement purposes.

48. Under the CBA, the Union's recognition runs to employees "whose salaries are funded by the City of New York"; collective bargaining "shall not concern matters for which the City of New York has not approved and allocated funds," including salaries, health insurance, and pensions; and employee benefits are payable only where "the City of New York has

agreed . . . or has approved and allocated funds." (CBA Arts. 1.A.1, 1.B.1, XI.A.) The compelled-dues arrangement thus arises from, and is sustained by, a bargaining structure in which the City is a controlling participant, not a neutral funder. This is the joint activity and significant encouragement that the close-nexus test requires.

49. BPL performs a range of governmental functions in furtherance of the City's public-library obligations. Its exercise of these functions, under the control and at the funding of the government, confirms that BPL is entwined with governmental policies rather than operating as an independent private actor.

50. The condition of paying dues is also fairly attributable to the State under the compulsion test, which is satisfied where a private entity "is controlled by the State." *Fabrikant*, 691 F.3d at 207. State action exists where the State "has exercised coercive power or has provided such significant encouragement, either overt or covert, that the choice must in law be deemed to be that of the State." *Blum*, 457 U.S. at 1004.

51. The same facts set forth under the entwinement theory establish that BPL is controlled by the City. BPL was created by special act of the State Legislature, which retained for the government the authority to fill a majority of BPL's Board of Trustees through City appointees and ex officio City officials; the City supplies the overwhelming majority of BPL's operating budget and conditions that funding on the terms under which BPL recognizes

the Union and compensates its employees; BPL operates in City-owned facilities whose capital improvements are funded and administered by City agencies; and BPL's finances are consolidated into the City's financial reporting and are subject to audit by the City Comptroller.

52. Where the government "creates a corporation by special law, for the furtherance of governmental objectives, and retains for itself permanent authority to appoint a majority of the directors of that corporation, the corporation is part of the Government for purposes of the First Amendment." *Lebron*, 513 U.S. at 400. The City's participation in and control over BPL are pervasive. BPL is therefore controlled by the State within the meaning of the compulsion test, *Fabrikant*, 691 F.3d at 207, and its decision to condition Schwartz's employment on the payment of union dues "must in law be deemed to be that of the State," *Blum*, 457 U.S. at 1004.

53. Schwartz has not provided affirmative consent to pay dues or fees to the Union. Union membership and the payment of dues were imposed on Schwartz as a condition of his employment, and he was never given a genuine choice to decline. *See Janus*, 585 U.S. at 930.

54. Because BPL's conduct is fairly attributable to the State under both the entwinement and compulsion theories, Schwartz is entitled to the protection of *Janus*. By requiring Schwartz to pay dues or fees to the Union as a condition of his employment, without his affirmative consent,

Defendants have violated and continue to violate his First Amendment rights to freedom of speech and freedom of association.

Prayer for Relief

WHEREFORE, Plaintiff respectfully requests that this Court:

a. Declare that compelling Plaintiff to pay money to the Union as a condition of his employment, without his affirmative consent, violates his First Amendment rights to freedom of speech and freedom of association;

b. Enjoin Defendants from requiring Plaintiff to pay dues, agency fees, or other money to the Union as a condition of his employment, absent his affirmative consent;

c. Award damages against the Union for all union dues and fees collected from Plaintiff without his affirmative consent;

d. Award Plaintiff his costs and attorneys' fees under 42 U.S.C. § 1988; and

e. Award Plaintiff any further relief to which he may be entitled and such other relief as this Court may deem just and proper.

Dated: September 10, 2026

Respectfully submitted,

/s/ Jeffrey M. Schwab

Jeffrey M. Schwab (IL Bar. No. 6290710)*
LIBERTY JUSTICE CENTER
1629 K Street N.W.
Suite 300
Washington, D.C. 20006
512-481-4400

jschwab@ljc.org
Counsel for Plaintiff

*motion for admission pro hac vice
submitted with this complaint