

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

BETWEEN:

UNITED FOOD AND COMMERCIAL  
WORKERS INTERNATIONAL UNION

PLAINTIFF

AND:

HUGH JOHN FINNAMORE and  
WORKPLACE STRATEGIES INC.

DEFENDANTS

**AFFIDAVIT**

I, David W. Watts, union representative, of 300-61 International Boulevard, Rexdale, Ontario,  
MAKE OATH AND SAY THAT:

1. I am the executive assistant to the national director of the Plaintiff, United Food and Commercial Workers International Union ("UFCW"), and as such have personal knowledge of the matters and facts hereinafter deposed to, save and except where stated to be made upon information and belief, and where so stated I verily believe those matters and facts to be true.
2. UFCW is an international trade union which carries on business throughout Canada, including the province of British Columbia, and the United States of America.
3. UFCW has approximately 738 affiliated local unions throughout North America which represent approximately 1,400,000 workers. UFCW Canada Locals 1518 and 247 are certified to represent workers in the province of British Columbia.
4. UFCW, both directly and through its affiliated locals, provides numerous services and benefits to its members, including:
  - (a) assisting local unions to improve wages, benefits and working conditions;
  - (b) assisting local unions to administer and monitor collective bargaining agreements;

- (c) assisting in administering member benefit plans and member education programs.
5. UFCW provides information and services to prospective members, and shares information with the labour movement generally, including:
- (a) assisting non-unionized workers to pursue their rights;
  - (b) organizing workers to provide the benefits of union membership;
  - (c) working with religious, citizen action, civil rights, seniors, women's organizations and similar community groups to form coalitions to advance the objectives of protecting workers rights;
  - (d) developing a unified voice, and promoting diversity and inclusion within the labour movement;
  - (e) participating in numerous labour related, Canadian Labour Congress ("CLC") and AFL-CIO affiliated groups.
6. UFCW is the largest private sector union in North America, currently representing approximately 1.4 million members in Canada and the United States, including Puerto Rico, and has continuously been representing workers in its present form and those of its predecessors since 1888. UFCW is highly regarded in the Canadian, North American and global trade union movements as a large, progressive and effective trade union;
7. The Defendant, Hugh John Finnamore ("Finnamore"), was employed by UFCW Local 777 from in or about January 1989 to in or about August 7, 1994 at which time Finnamore commenced employment with UFCW as an International Representative.
8. On or about July 4, 1995, UFCW dismissed Finnamore from his employment and provided him with particulars of cause for his dismissal.
9. I understand that the Defendant, Workplace Strategies Inc. ("Strategies"), is a British Columbia company of which Finnamore is the Secretary and his wife, Joanne Finnamore, is the President. I further understand that Finnamore is the sole employee of Strategies.
10. Now produced to me and marked as Exhibit "A" to this my affidavit is a true copy of a BC Online Company Search dated October 8, 2002 relating to Strategies.
11. Communications Energy and Paper Workers Union ("CEP"), the union certified to represent UFCW's employees, filed a Grievance on behalf of Finnamore relating to Finnamore's dismissal (the "Grievance") pursuant to the collective agreement between CEP and UFCW.

12. Strategies commenced an action in the Supreme Court of British Columbia, Vancouver Registry, under Action No. C952604 wherein Strategies was Plaintiff and UFCW Local 777 and Gilbert Whitlock were Defendants (the "Strategies Action").

13. Finnamore commenced an action in the Supreme Court of British Columbia, Vancouver Registry, under number C953474, wherein Finnamore was Petitioner and Gilbert Whitlock and Gerry Sullivan, in their capacity as trustees of the UFCW Local 777 Education and Training Fund Trust, together with UFCW Local 777 were Respondents (the "Petition").

14. In October, 1995, Finnamore, Strategies, UFCW and others agreed to settle the Grievance, the Strategies action and the Petition. They entered into an Interim Settlement Agreement dated October 27, 1995 for reference, a true copy of which is attached hereto as Exhibit "B". The Interim Settlement Agreement required that the parties would enter into three final settlement agreements. The third final settlement agreement would settle all matters between Finnamore, CEP and UFCW.

15. In accordance with the Interim Settlement Agreement, Finnamore, UFCW and CEP entered into an agreement made as of October 27, 1995 entitled "TERMS OF SETTLEMENT AND RELEASE" (the "Settlement Agreement"), a true copy of which is attached hereto as Exhibit "C".

16. Attached hereto collectively as Exhibit "D" to this my Affidavit are true copies of the following:

(1) Letter dated November 1, 1995 from M. Melinda Munro counsel acting on behalf of Finnamore, to Tom Kukovica, Canadian Director of UFCW at the time;

(2) Letter dated July 4, 1995 from Finnamore to UFCW, Local 777; (3) Letter dated July 4, 1995 from Finnamore to UFCW;

(4) Letter dated October 31, 1995 from UFCW to Finnamore.

17. In the Settlement Agreement, Finnamore agreed, amongst other things, as follows:

"Section 3.2 Finnamore agrees that he will not interfere directly or indirectly with the business of the UFCW International.

Section 4.2 Except as required by law or permitted by section 4.4 or with approval of the International, Finnamore shall not disclose to anyone any information, however or whenever acquired, about the business or any activity of the International, a Local of it, or the Trustees, or any employee, member or officer of any of them.

Section 4.3 Except as permitted by section 4.4, Finnamore shall refrain from contact with a party to this agreement or a UFCW member or employee on any aspect of the International or any Local's affairs or any aspect of the terms and conditions of employment covered by a collective agreement or representation by a member, by any Local or the members exercise of his rights or performance of his obligations under the Constitution and bylaws of the International or any Local."

18. Finnamore authored an article published in the National Post edition of October 7, 2000 entitled "Let's shed some sunshine on union bosses' pay" (the "First Article"), a true copy of which is attached hereto as Exhibit "E".

19. I verily believe that Finnamore in authoring the First Article, and causing it to be published in the National Post, breached the provisions of the Settlement Agreement.

20. By letter dated October 20, 2000, a true copy of which is attached hereto as Exhibit "F", John R. Evans, Ontario counsel for UFCW, wrote to Melinda Munro regarding the First Article and the breach of the provisions of the Settlement Agreement.

21. Finnamore responded directly to Exhibit "F" by way of letter dated October 25, 2000 to John R. Evans, a true copy of which is attached hereto as Exhibit "G".

22. On February 11, 2001, Finnamore appeared on Peter Warren's radio talk show program (the "Broadcast") which I understand was broadcast in British Columbia and elsewhere in North America.

23. Attached hereto as Exhibit "H" is a true copy of a transcript of the Broadcast which I understand was prepared by Taylor, Veinotte, Sullivan, UFCW's counsel in this matter.

24. I am advised by Timothy Kushneryk, one of the counsel acting on behalf of UFCW, and verily believe to be true, that he has compared the transcript to the tape of the Broadcast and that the transcript accurately reflects the contents of the tape of the Broadcast.

25. I verily believe that Finnamore, in the numerous direct and inferential references to UFCW in the Broadcast, breached the provisions of the Settlement Agreement.

26. Finnamore authored and caused to be published in the National Post edition of May 22, 2001 an article entitled "Loblaws sweetheart union deals could be turning sour" (the "Second Article"), a true copy of which is attached hereto as Exhibit "I".

27. I verily believe that Finnamore, in authoring and causing the Second Article to be published, breached the provisions of the Settlement Agreement.

28. This action was commenced by UFCW against Finnamore and Strategies on August 31, 2001.

29. In late December, 2001 or early January, 2002, UFCW became aware that Finnamore had forwarded e-mail in May, June and October of 2001 to Shauna Holmes regarding the Canadian Commercial Workers' Industry Pension Plan (the "CCWIPP"). The CCWIPP is a multi-employer, trustee pension plan with management and union trustees registered in Ontario. CCWIPP had been registered in Alberta until 2002 when it was moved to Ontario. The reason for the original registration in Alberta was that at the time of the original registration, Alberta had the greatest density of CCWIPP members. UFCW Canada has union trustees on the CCWIPP board of trustees. UFCW Canada represents the vast majority of the employees of the various employers participating in CCWIPP. Shauna Holmes is the registrar of the Alberta Pension Commission. Attached hereto collectively as Exhibit "J" are true copies of the following:

- (1) e-mail dated May 19, 2001 from Finnamore to Shauna Holmes;
- (2) e-mail dated June 20, 2001 from Finnamore to Shauna Holmes;
- (3) e-mail dated June 20, 2001 from Finnamore to Shauna Holmes;
- (4) e-mail dated June 21, 2001 from Finnamore to Shauna Holmes with attachments;
- (5) e-mail dated October 31, 2001 from Finnamore to Shauna Holmes forwarding a posting from Members for Democracy website.

30. I verily believe that Finnamore in sending the above e-mails to Shauna Holmes breached the provisions of the Settlement Agreement.

31. In or about late July, 2002, UFCW became aware that Finnamore had sent a document to Geoff Wilson, Vice-President, Industry & Investor Relations for Loblaw Companies Limited, a true copy of which is attached hereto as Exhibit "K". The document set out a number of allegations and questions regarding the operation of CCWIPP. Exhibit "K" was forwarded to all of the trustees of CCWIPP and BDO Dunwoody, CCWIPP's auditor, at the request of Loblaw Companies Limited.

32. I am not aware that Finnamore has authored, or caused to be published, an article in the Financial Post or any other news organization as alluded to in Exhibit "K".

33. I verily believe that Finnamore, by sending Exhibit "K" to Loblaw Companies Limited, breached the provisions of the Settlement Agreement.

34. Sharyn Sigurdur, Kelsey Sigurdur and others unknown to UFCW, maintain a website known as the Members for Democracy web site or the MFD website (the "MFD Website").

35. The MFD Website originally targeted UFCW members. The original name of the MFD Website was "United Food & Commercial Workers Union, Members for Democracy". The name was subsequently changed to "UFCW, Members for Democracy" and then to "MFD." The URL for the MFD website was and continues to be "www.ufcw.net". Many of the postings from the MFD Website are attributed to current members of UFCW.

36. On February 19, 2002, UFCW commenced action against Sharyn Sigurdur, Kelsey Sigurdur, John Doe and Jane Doe carrying on business under the firm name and style of Members for Democracy, and the said Members for Democracy in the Supreme Court of British Columbia, Vancouver Registry, under Action No. S021009. This action is still pending before the court.

37. Finnamore has been a regular contributor to the MFD Website.

38. Attached hereto collectively as Exhibit "L" are true copies of the following articles authored by Finnamore posted on the MFD Website:

- (1) undated article entitled Labour Reform Day: The Union Members' Revolt;
- (2) undated article entitled Inside the Machine: An Interview with Hugh Finnamore;
- (3) undated article entitled Inside the Machine: An Interview with , Hugh Finnamore - Part 2;
- (4) article dated 2001 entitled Union Corruption: Canadian Opportunities Abound;
- (5) article dated 2002 entitled Union Governance Lacking in Ethics and Moral Turpitude;
- (6) article dated June 14,2002, entitled Canada's Labour Bureaucracy: Irrelevant and Dysfunctional;
- (7) article dated October 6, 2002, entitled The Global Crossing Scandal Shone a Light on North America's Union Elite.

39. Attached hereto as Exhibit "M" are true copies of the following postings by Finnamore to the MFD Web site forum or chat line:

- (1) forum posting dated August 7, 2001, at 9:33pm, regarding why Finnamore decided to participate in the Forum;
- (2) forum posting dated August 8, 2001, at 8:28am, regarding Local 777;

- (3) forum posting dated August 11, 2001, at 9:40am regarding Finnamore's close relation to employers;
- (4) forum posting dated August 12, 2001, at 9:29am, regarding the May 29, 1995 letter from Finnamore to Gilbert Murray Whitlock;
- (5) forum posting dated August 12, 2001, at 5:40pm, regarding the July 16, 1995, letter from Finnamore to Gilbert M. Whitlock;
- (6) forum posting dated August 12, 2001, at 6:50pm, regarding the UFCW Local 777 Education and Training Trust Fund Agreement;
- (7) forum posting dated August 12,2001, at 7:29pm, regarding a July 4, 1995, meeting with Tom Kukovica;
- (8) forum posting dated August 12,2001, at 7:37pm, regarding Education and Training Funds;
- (9) forum posting dated September 19, 2001, at 8:25am, regarding the Canadian Union of Restaurant and Related Employees;
- (10) forum posting dated September 20, 2001, at 8:26am, regarding the President of the Canadian Union of Restaurant and Related Employees, Bill Whyte;
- (11) forum posting dated September 21, 2001, at 8:14am, regarding the Canadian Union of Restaurant and Related Employees;
- (12) forum posting dated September 22,2001, at 12:10pm, regarding the Swiss Chalet Employees;
- (13) forum posting dated January 17,2002, at 11 :58pm, regarding Finnamore's boss at the UFCW;
- (14) forum posting dated January 21, 2002, at 9:54pm, regarding the UFCW lawsuit against Finnamore;
- (15) forum posting dated February 8, 2002, at 8:08pm, regarding complaints against the UFCW;
- (16) forum posting dated April 10, 2002, at 6:23am, regarding a letter by Finnamore to Robert Taylor;
- (17) forum posting dated April 10, 2002, at 6:25am, regarding Demand for Discovery of documents;

(18) forum posting dated April 11, 2002 at 3:51 pm, regarding Demand for Discovery of Documents;

(19) forum posting dated April 11, 2002, 7:09pm, regarding Notice of Change of Solicitor by Robert Taylor;

(20) forum posting dated April 12, 2002, at 6:57am, regarding transcripts from Examinations for Discovery;

(21) forum posting dated July 4, 2002, at 8:31pm, regarding the anniversary of Finnamore's dismissal from the UFCW; ,

(22) forum posting dated July 5, 2002, at 2:39pm, regarding mistreatment by Finnamore's colleagues at the UFCW;

(23) forum posting dated September 22, 2002, at 1 :28pm, regarding the May 29, 1995 letter from Finnamore to Gilbert Murray Whitlock;

40. I verily believe that the following postings to the MFD Website, true copies of which are attached hereto as Exhibit "N", are authored by Finnamore:

(1) undated article entitled a History of Company Warehouses - A Study in Broken Promises and Broken Lives;

(2) undated article entitled Bigger is Better? For Who?;

(3) undated article entitled It's Labour Reform Day!;

(4) undated article entitled On the Long Road to Reform with Teamsters Local 938,

(5) undated article entitled Sins of the Father;

(6) undated article entitled The Government is not Here to Help You;

(7) undated article entitled The Haunted Houses of Labour;

(8) undated article entitled Voluntary Wreck;

(9) undated article entitled UFCW Local 777: Part I - From Biz Union to Biz Partner;

(10) undated article entitled The Swiss Chalet Workers - Mainstream Labour's Best Kept Secret;

(11) undated article entitled The Swiss Chalet Workers: Part 2 - Sweetheart of Biz-Union?;

(12) undated article entitled The Swiss Chalet Workers: Part 3 - The Party's Over;

(13) undated article entitled The Swiss Chalet Workers: Part 4 - The Deal Goes ." Down' ,

(14) undated article entitled The Swiss Chalet Workers: Part 5 - Life in Labour's Mainstream;

(15) undated article entitled The Swiss Chalet Workers: Part 6 - A Story that Needs to be Told and Understood; I

(16) forum posting by About Unions dated July 3,2002, at 7:22pm, regarding UFCW Striking Employees at the Shaw Conference Center;

(17) forum posting by About Unions dated September 23, 2002, at 1:42am, charging the UFCW President of embezzlement;

(18) forum posting by Siggy dated September 26,2002, at 7:47pm, regarding the Warehouse Dispute;

(19) forum posting by Siggy dated September 27,2002, at 9:41am, regarding . UFCW Local 1518;

41. I verily believe that the following postings to the MFD Website, true copies of which are attached hereto as exhibit "O", were posted to the MFD Website by Finnamore:

(1) letter from Finnamore to Gilbert Murray Whitlock, dated May 29, 1995, located on the Internet at [www.ufcw.netifiles/pdf/HJ-GW\\_05-29-95.pdf](http://www.ufcw.netifiles/pdf/HJ-GW_05-29-95.pdf);

(2) Affidavit of Finnamore, dated June 14, 1995, in the matter of Finnamore v. Whitlock, Sullivan and UFCW Local 777 - British Columbia Supreme Court Action Number C953474, located on the Internet at [www.ufcw.netifiles/pdf.hf\\_affidavit.PDF](http://www.ufcw.netifiles/pdf.hf_affidavit.PDF);

(3) letter from Finnamore to David Brighton dated February 23, 2001, located on the Internet at [www.netlfiles/pdf/777-1518\\_pensions-particulars.pdf](http://www.netlfiles/pdf/777-1518_pensions-particulars.pdf).

42. I verily believe that Finnamore, by authoring and causing the communications attached as Exhibits "L", "M", "N" and "O" ",be posted to the MFD Website, has breached the provisions of the Settlement Agreement.

43. In addition to the postings attached as Exhibits "L", "M", "N" and "O", the First Article, audio version of the Broadcast, and the Second Article were posted on the MFD Web site.

Finnamore authored an article published in the National Post edition of April 14, 2003, entitled "UnReal campaign" (the "Third Article"), a true copy of the online version of which is attached hereto as Exhibit "P".

45. Finnamore authored an article published in the National Post edition of July 25, 2003, entitled "a sweetheart deal" (the "Fourth Article"), a true copy of the online version of which is attached hereto as Exhibit "Q."

46. I verily believe that Finnamore, by authoring and causing the Third Article and the Fourth Article to be published, breached the provisions of the Settlement Agreement.

47. By reason of the matters aforesaid, I verily believe that Finnamore has been, and will continue, conducting a campaign to attempt to discredit the UFCW and its affiliated locals, all in breach of the terms of the Settlement Agreement.

SWORN BEFORE ME at Rexdale, in the )  
Municipality of Metropolitan Toronto, in )  
the Province of Ontario, this 27<sup>th</sup> day of )  
August, 2003. )  
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DAVID W. WATTS