

Hugh John Finnamore, Affidavit
Sworn: _____

No. SO14921
Vancouver Registry

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

A F F I D A V I T

I, HUGH JOHN FINNAMORE, #4 – 5400 Patterson Avenue, in the City of Burnaby, in the Province of British Columbia, **MAKE OATH AND SAY THAT:**

1. That I am a Defendant herein and as such, I have personal knowledge of the facts and matters herein after deposed to save and except where my knowledge is stated to be based on information provided by others, and whereas stated, I verily believe such information to be true.
2. I am a labour relations practitioner and a labour journalist. I make my living by providing labour relations advice to individuals and organizations and by writing labour commentaries for the *National Post* newspaper and other publications.
3. I have not been employed by the United Food & Commercial Workers International Union (UFCW) for well over eight years.

4. The Plaintiff and the Defendant, Hugh John Finnamore entered into a restrictive covenant on or about October 27, 1995. The pertinent sections read 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."

5. I verily believe that the aforementioned restrictive covenant dated October 27, 1995 is unenforceable inasmuch as it infringes on my rights as a Canadian citizen under the Charter of Rights and Freedoms.

6. I verily believe that the aforementioned restrictive covenant dated October 27, 1995 goes further than is reasonably adequate to give the protection that any employee could reasonably expect to afford any employer and that it goes too far and is too wide as to time and place and scope.

7. The Plaintiff by way of David W. Watts' Affidavit No. 1 claims to have 1.4 million members throughout North America. The Plaintiff by way of that same affidavit claims to have 738 local unions and presumably tens of thousands of collective agreements covering possibly even more workplaces. Therefore, I verily believe that the aforementioned restrictive covenant dated October 27, 1995 and the instant legal proceedings are intended to prevent me or severely restrict me from ever engaging in gainful employment covering my chosen field of work and expertise.

8. I verily believe that the restrictive covenant dated October 27, 1995 was negated by the Plaintiff by word, action and deed in the year 2001 prior to launching the instant legal action.

9. The United Food and Commercial Workers Union through its agents and officials have repeatedly defamed me by slander and/or libel since 2001 that I'm aware of, and perhaps before.

10. In May, 2001 Mr. William (Bill) Reno of Reno and Associates acting as an agent for the Plaintiff phoned Terrance Corcoran, Editor in Chief of the Financial Post section of the

National Post for whom I write labour articles. Mr. Corcoran advised me at the time that Mr. Reno contacted him and defamed me by saying that I had been terminated from the UFCW for dishonesty and that the National Post should not publish my articles.

11. On May 24, 2001, I sent an e-mail UFCW Canada Director and UFCW International Union Vice President Michael Fraser with a copy to William (Bill) Reno of Reno and Associates. In that e-mail, I claimed that I had been defamed by Mr. Reno by a telephone call he made to my editor, Mr. Corcoran. I also demand a full, frank, complete unqualified and unequivocal written apology. Likewise, I demanded that the unqualified apology must amount to a full and frank withdrawal of the charges conveyed, and that Mr. Fraser must admit that the charge is unfounded and made under a misapprehension of the real facts.

12. On May 28, 2001, I received a facsimile from Michael J. Fraser confirming receipt of the aforementioned May 24, 2001 e-mail, a true copy of which is attached hereto as Exhibit "A". In that facsimile Mr. Fraser unequivocally stated the UFCW "felt released from the 1995 agreement." He went on to say, "Because we have had to endure your numerous violations of the 1995 agreement, not to mention the lies you have told about us, we are no longer going to refrain from telling the truth about you."

13. On May 28, 2001, I sent an e-mail UFCW Canada Director and UFCW International Union Vice President Michael Fraser, a true copy of which is attached hereto as Exhibit "B". In that communication, I reminded Mr. Fraser that it had been over seven months since I had responded to his cousin John Evans, a solicitor for the Plaintiff, asking for particulars on how in fact I had "interfered with UFCW." Likewise, I wrote that, "I accept your advice that "[the UFCW has] for some time felt released from the 1995 agreement because of [my] public violations of it." Though I do not believe that I have ever violated the agreement, I assume that if you "feel" the UFCW is released then, you "feel" that I am released as well. Thank you for advising me of my release, though such wasn't legally warranted." I did not receive a response from Mr. Fraser, nor Mr. John Evans.

14. On or about August 24, 2001, I verily believe that the UFCW verified that the "1995 agreement" was no longer in effect. On that date UFCW Local 501 Secretary Treasurer Pierre Gingras published a letter wherein they defamed me. That letter used verbatim translations of the English text from my July 4, 1995 letter of termination, which by the terms of the October 27, 1995 agreement was supposed to be destroyed. I verily believe that the text was taken from said termination letter despite the UFCW's written undertaking in subsection 2.1 of the 1995 agreement.

15. On August 29, 2001, I wrote a letter to UFCW Local 501 Secretary Treasurer Pierre Gingrass claiming libel and demanding an apology and retraction, a true copy of which is attached hereto as Exhibit "C." I received neither response nor acknowledgement.

16. On or about August 31, 2001, the Plaintiff filed suit against me in the Supreme Court of British Columbia, Vancouver Registry No. SO14921. The Plaintiff UFCW claims that it has been defamed by slander and libel, which it attributes to me. I verily believe that the suit is without merit and is designed to harass me because the Plaintiff is not a person as recognized by law and, therefore, cannot be defamed.

17. On September 12, 2001, the defendants, Hugh John Finnamore and Workplace Strategies Inc. hand delivered to UFCW counsel Robert W. Taylor a Demand for Discovery of Documents in connection with the aforementioned law suit by the Plaintiff. Over two years have passed and the Plaintiff has completely ignored and refused to comply with that demand, a true copy of which is attached hereto as Exhibit "D."

18. In October 2001, I retained the Montréal, Québec law firm of Joli-Coeur, Lacasse, Geoffrion, Jetté, St-Pierre to demand an apology and retraction from the UFCW. The demand was delivered to the UFCW on or about October 25, 2001, and to date, we have received neither response nor acknowledgement.

19. On October 5, 2001, I hand-delivered a letter to UFCW counsel Robert W. Taylor a true copy of which is attached hereto as Exhibit "E." That letter was issued in response to defamatory remarks, falsely claiming criminal activity on my part, made by UFCW officials about me on or about August 24, 2001 in the province of Quebec and on or about September 19, 2001 in the province of Saskatchewan.

20. On or about November 9, 2001, the defendants, Hugh John Finnamore and Workplace Strategies Inc. delivered to UFCW counsel Robert W. Taylor a letter asking for particulars of the Plaintiff's complaint and reminding the Plaintiff's counsel that 58 days had passed since the Defendants had served the Plaintiff with a Demand for Discovery of Documents. The Defendants reminded the Plaintiff's counsel that 40 days after deliver of the demand, that Mr. Taylor had responded saying that he was preparing a List of Documents and that he would provide that list in due course. To date there has been no response to that letter, a true copy of which is attached hereto as Exhibit "F."

21. On or about February 14, 2002, the defendants, Hugh John Finnamore and Workplace Strategies Inc. delivered to UFCW counsel Robert W. Taylor a letter noting that it had been nearly six months since the Defendants had served their Demand for Discovery of Documents on the Plaintiff. The Defendants complained that the Plaintiff still had not provided any information whatsoever or bothered to set a trial date. To date there has been no response by the Plaintiff or its counsel to that letter, a true copy of which is attached hereto as Exhibit "G."

22. I have read the Affidavit No. 1 sworn by David W. Watts on August 27, 2003, and I dispute the veracity of much of the information contained therein. Mr. Watts claims to verily believe the truth and accuracy of his assertions. However, many of his supposed beliefs, accompanied by Exhibits, defy logic and are products of baseless figment at best or, at worst, are a gross attempt to contrive sworn testimony to manipulate the court and mislead its officers.

23. I say in response to paragraph 6 of David W. Watts affidavit No 1: Mr. Watts claims that the "UFCW is highly regarded in the Canadian, North American and global trade union movements as a large, progressive and effective trade union." As a former UFCW official, I verily believe that the UFCW is widely known to be a ineffective and corrupt labour organization.

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

- I. Washington Post article dated July 14, 1994 announcing that a top UFCW official embezzled \$1.7 million.
- II. Federal Bureau of Investigation interview transcript dated August 8, 1995 wherein a former top UFCW official alleges improprieties by the highest ranking UFCW officials.
- III. Toronto Sun article dated November 10, 1988 alleging that Vote-rigging is rampant in the race for a top union official's position.
- IV. May 1999 paper authored by a former UFCW International Union vice-president Lewie Anderson who alleges that "CORRUPTION IS A PROBLEM WITHIN THE UFCW."
- V. July 28, 1998 U.S. Department of Labor media release about the second highest-ranking UFCW official's conviction for union embezzlement.
- VI. Washington Post article announcing that top North American UFCW official forced to repurchase personal home for \$1 million. Also mentioned in FBI deposition.

25. I say in response to paragraph 18 of David W. Watts' affidavit No 1: I am the author of, "*Let's shed some sunshine on Union Bosses' pay,*" which was published in the National Post on October 7, 2000. However, I also authored the article, *They Ordered a Union Like a Pizza,* a true copy of which is attached hereto as Exhibit "I," published in the National Post on July 6, 2000 in which I say, "I speak from experience" and in which I am clearly identified as "*a former official with the United Food and Commercial Workers and the Teamsters, and a senior consultant at Workplace Strategies Inc.*" That article was based on my knowledge gained from my direct personal involvement in the activities described in this article and from the sworn Affidavit of Loblaw Companies Vice President Andrew W. Smith, a true copy of which is attached hereto as Exhibit "J."

26. Furthermore, I say in response to paragraph 18 of David W. Watts' affidavit No 1: I am the author of, "*Labour Reform Day, The Union Members' Revolt,*" a true copy of which is attached hereto as Exhibit "K," which was published in the National Post on September 2, 2000. In paragraphs 9 and 10 of that article, I wrote of the Plaintiff, UFCW, based on my direct personal knowledge of its activities and from an interview with a UFCW member.

27. Prior to publication of "*Let's shed some sunshine on Union Bosses' pay,*" appended to David W. Watts' affidavit No 1 as his "Exhibit E," I received a telephone call from Douglas O'Halloran, President of UFCW Local 401. He indicated that he was calling on behalf of the Plaintiff UFCW and that "they" were unhappy with my newspaper articles and that I was breaking "our deal". He went on to say that they were unhappy because "you are making Buzz Hargrove look good." I told him that the settlement agreement was expired and that I intended to continue writing about labour issues, even if it meant mentioning the UFCW.

28. I verily believe that the Plaintiff was well aware of all of my articles published in the National Post prior to commissioning the letter referenced in Mr. Watts' affidavit as "Exhibit F."

29. I say in response to paragraph 21 of David W. Watts' affidavit No 1: I did author and send the letter to the Plaintiff's counsel John R. Evans referenced as the Plaintiffs "Exhibit G." In

that letter, I explained that I believed, in fact I do still verily believe, that the Plaintiff is attempting to use “The Release” as a restraint of trade and as a barrier to my ability to pursue gainful employment.

30. As a labour journalist and labour relations practitioner, I am not “in competition” with the Plaintiff. In any event the Plaintiff is not an enterprise that competes for profit or other material gain with other enterprises. Nor does the Plaintiff possess “trade secrets”.

31. Furthermore, I say in response to paragraph 21 of David W. Watts’ affidavit No 1: In my aforementioned letter, I complained that “The Release” is absent any mention of geographic area or period of time in which I am to refrain from competing with the UFCW. Likewise, I complained that “The Release” and the Plaintiff have failed to specify what constitutes “interference directly or indirectly with the UFCW International.” Three years have passed since publication of said letter and the Plaintiff has not responded to the questions asked in it.

32. I say in response to paragraph 25 of David W. Watts’ affidavit No 1: I did indeed appear on the Peter Warren Show on February 11, 2001, and I have read Mr. Watts’ “Exhibit H” attached to his affidavit. There are many minor mistakes in the transcription. However, notwithstanding those mistakes, neither Mr. Watts, nor the Plaintiff have not articulated how or why the transcribed words contravene the restrictive covenant referred to as “The Agreement.” Likewise, neither Mr. Watts nor the Plaintiff has explained which words and phrases constitute “innuendo”. Without such explanation, I, as a Defendant, am unable to defend myself or prepare to defend myself before an officer or justice of the court.

33. I say in response to paragraphs 26 and 27 of David W. Watts’ affidavit No 1: I did indeed author the article “Loblaws sweetheart union deals could be turning sour,” which was published by the National Post newspaper as is the case in all of the aforementioned articles with the exception of an interview in which I participated on the Peter Warren Show interview, which was broadcast on the Corus Entertainment Network February 11, 2001.

34. I say in response to paragraph 28 of David W. Watts’ affidavit No 1: This libel and slander action was commenced by the Plaintiff well over two years ago against the Defendants Workplace Strategies Inc. and Hugh John Finnamore. However, the Plaintiff has not taken any action, whatsoever, neither against the National Post, its publisher or officers, nor Peter Warren, nor the Corus Network, nor radio station CKNW, no any other outlets carrying said broadcast.

35. Furthermore, I say in response to paragraph 28 of David W. Watts’ affidavit No 1: During the aforementioned 25 and one half months, the Plaintiff has not produced documents as required by the rules of court; has not asked for a trial date to be set; has not conducted any examination for discoveries and has ignored the Defendants’ repeated requests for information and particulars.

36. I verily believe that the Plaintiff, which is not a person within the meaning of the law is using the courts through this action to strip the Defendants of their rights granted under the Charter of Rights and Freedoms.

37. I say in response to paragraph 29 of David W. Watts' affidavit No 1: I verily believe that The Canadian Commercial Workers Industry Pension Plan (CCWIPP) is a pension plan registered in the province of Ontario and regulated within other provincial jurisdictions. The CCWIPP is not a labour union and is not the same entity as the Plaintiff and is not completely controlled by appointees of the Plaintiff and does not exclusively cover members of the Plaintiff. I verily believe the same abut entities known as I.F. Propco Holdings, AFM Hospitality, Kelloryn Holdings, Clifford Evans, Ronald Hubert Kelly and several other "persons" mentioned in Mr. Watts' "Exhibits J" one through five. Therefore, I verily believe they do not relate to "The Settlement Agreement."

38. Furthermore, I say in response to paragraph 29 of David W. Watts' affidavit No 1: I verily believe that "Exhibits J" one through five have been altered from the form and content from which they were sent to Shauna Holmes, Registrar of the Alberta Pension Commission. Furthermore, I believe the altered documents were provided to and accepted by the UFCW and others in contravention of the Alberta Freedom of Information and Protection of Privacy Act.

39. I say in response to paragraph 31 of David W. Watts' affidavit No 1: I am a freelance journalist under contract to the National Post newspaper and a labour relations practitioner. I write articles for profit and publication regarding labour matters, and I advise employees and employers on labour relations matters. I am indeed researching a story on which involves Canadian pension plans. Mr. Watts' "Exhibit K" is altered from its original form. The text is in an altered format from that of the original e-mail sent to the George Weston Company.

40. In Mr. Watts' "Exhibit K," the acronym UFCW is mentioned twice. At the end of the second full paragraph page "067" of "Exhibit K" UFCW is referenced by, "MGI, a UFCW employer, went Bankrupt (sic) last year." The only other reference to the UFCW was at the end of the fourth full paragraph of page "068" where I wrote, "For example Tom McNutt former president of UFCW Local 400 [a Washington D.C.-based local union] was the CEO. Neither acronym refers to the Plaintiff, but rather they reference local unions, which are legally recognized as separate entities.

41. Furthermore, I say in response to paragraph 31 of David W. Watts' affidavit No 1: As a journalist, I verily believe that have the right and a duty to freely report on issues of interest to Canadians. I believe, based on Mr. Watts' "Exhibit K" and his assertions in paragraph 31 that the Plaintiff has interpreted the "The Settlement Agreement" to mean that I am forever and in perpetuity prohibited from either uttering or writing anything that contains direct reference to the Plaintiff including anything as simple as the acronym UFCW. I further believe that the Plaintiff intends to limit my freedom of expression to the extent that I cannot write any labour oriented words in which the Plaintiff might imagine are in reference to the Plaintiff.

42. I say in response to paragraph 33 of David W. Watts' affidavit No 1: I verily believe that I have not breached the provisions of the "Settlement Agreement."

43. I say in response to paragraph 37 of David W. Watts' affidavit No 1: I have contributed comment and opinion to the "forum" on the web site known as Members for Democracy, and that various articles written by me and published in the National Post and elsewhere have appeared, from time to time, on that web site.

44. I say in response to paragraph 38 of David W. Watts' affidavit No 1: Mr. Watts "Exhibit L" is not accurate. I did not author all of the articles listed.

45. I say in response to paragraph 39 of David W. Watts' affidavit No 1: While I may have written the postings submitted by Mr. Watts as "Exhibit M (1) through (23), I believe that such is my right granted under the Canadian Charter of Rights and Freedoms. I verily believe that no trade secrets were revealed and that the information, some of which were over seven years old at the time of publication, could not possibly interfere directly or indirectly with the "business" of the Plaintiff. Likewise, I believe that the publications occurred anywhere from six to seven years after the signing of the restrictive covenant.

46. I say in response to paragraph 40 of David W. Watts' affidavit No 1: I verily believe that the Plaintiff is using the courts and its officers for purposes contrary to the creation of the courts. I unequivocally deny that I am the author of the "postings" listed in Mr. Watts' "Exhibit M (1) through (19). To truly believe, one must have some foundation upon which to base that belief. Mr. Watts has provided no evidence or testimony to back up his statement that he "verily believes" that I authored the articles listed in his "Exhibit M".

47. I say in response to paragraph 41 of David W. Watts' affidavit No 1: I unequivocally deny that I posted, or prepared for posting, the documents listed in Mr. Watts' "Exhibit O (1) through (3)" on the Members for Democracy Website.

48. I say in response to paragraphs 44, 45, 46 and 47 of David W. Watts' affidavit No 1: I indeed authored the articles attached to Mr. Watts' affidavit as Exhibits "P" and "Q". I have written many more articles and opinions than are mentioned in this my Affidavit. As I have previously stated, I am a freelance journalist with a contract with the National Post newspaper. I have no control over whether my articles are published. In fact, many of my articles are rejected for publication by the National Post and other Canadian newspapers. If there is a "campaign to attempt to discredit the UFCW" through public discussion of the activities of its officials, and I believe there is not, then that campaign would be controlled by the Canadian news media, union members and other concerned citizens, and not by me.

49. I verily believe that the instant application by the Plaintiff is nothing more than a blatant attempt by the Plaintiff to stifle fair comment and rightful criticism of the Plaintiff and its affiliated locals.

SWORN before me this _____ day of)
October, 2003, In the City of Vancouver,)
in the Province of British Columbia.)
)
)
)
)
_____)
A Commissioner for taking Affidavits)
within British Columbia)

Hugh John Finnamore