

Court File No. CV-24-00000869-0000

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

**GULED WARSAME and SHELLI SAREEN on their own behalf and on  
behalf of all members of UNITE HERE Local 75**

Plaintiffs

and

**DAVID SANDERS, ASHLEY HAYES, RAFUNZEL KORNGUT AND ALLAN PACE  
on his own behalf and on behalf of all members of THE TORONTO HOSPITALITY  
EMPLOYEES UNION – CSN (THEU-CSN)**

Defendants

**AFFIDAVIT OF SHELLI SAREEN  
(SWORN MAY 28, 2024)**

I, Shelli Sareen, of the City of Toronto, in the Province of Ontario, AFFIRM:

1. I am an officer of UNITE HERE Local 75 ("Local 75"), holding the elected position of Secretary-Treasurer. I have been in this position since April 24, 2019.
2. As Secretary-Treasurer, I am the second-highest ranking official in Local 75's leadership structure. My colleague, Guled Warsame, is the highest ranking official at Local 75. Mr. Warsame holds the role of President. Mr. Warsame is also the Canadian Director of the UNITE HERE International Union (the "IU"), which is the parent trade union that Local 75 is a part of.
3. Local 75 is an unincorporated association governed by its bylaws and the IU's constitution. A copy of the IU's constitution is enclosed as **Exhibit "1"**.

4. From approximately 2007 until my election to the position of Secretary-Treasurer in 2019, I was employed by the IU in a variety of researcher roles, and most recently as a Research Coordinator. In these research roles, I worked out of Local 75's head offices from 2009 or 2010 onwards, first at 101 Richmond Street East in Toronto, and later at 15 Gervais Drive in Toronto when Local 75 moved its head offices. Prior to 2009 or 2010, I was working out of another UNITE HERE local union's offices in the Niagara region.

5. As a result of my involvement with Local 75 and the IU, I have knowledge of the matters contained in this Affidavit. Where matters are stated to be based on information and belief, I have identified the source of the information and believe it to be true.

#### **About Local 75**

6. Local 75 is a trade union that represents workers primarily employed in the hotel, hospitality and entertainment, and food services industries. Local 75 has approximately 8,000 individual members working in 54 separate properties across the Greater Toronto Area (GTA) and in Kitchener-Waterloo.

7. Each property corresponds to a bargaining unit composed of a group of employees who Local 75 is legally designated to negotiate and administer a collective agreement on behalf of.

8. Local 75's bargaining units are diverse and range from university and workplace cafeterias – including the Google offices at 51 Breithaupt Street in Kitchener – to the concession services at the Rogers Centre in Toronto. However, most of Local 75's bargaining units are composed of workers working at hotels, such as the Crowne Plaza Kitchener Waterloo Hotel at 5 King St East in Kitchener.

9. Local 75 and its predecessors have been representing workers in the Province of Ontario for over 120 years.

10. Local 75 is a local trade union within the IU. The IU represents over 275,000 people in North America who work primarily at hotels, restaurants, food concession companies, airports, casinos, and racetracks. The IU's members include over 25,000 people working in Canada who are members of various local unions such as Local 75.

11. Local 75's primary purpose is to organize workers as members of Local 75, to obtain bargaining rights on behalf of those workers through Ontario's statutory labour relations framework, and to negotiate and administer collective agreements on behalf of those members. Local 75's collective agreements cover many terms and conditions of employment, including wage rates, scheduling, seniority rules, equity and diversity practices, occupational health and safety matters, and rules governing the performance and allocation of work.

12. Local 75 also negotiates pension and benefit entitlements for its members that require employers to pay remittances to Local 75 for the maintenance of comprehensive employee benefits coverage including retirement security, health and dental, and other benefit coverage. These benefit plans cover members working in multiple Local 75 bargaining units and are designed to pool risk. Local 75 can provide good benefits for its members and keep the cost of providing these benefits down by spreading the cost and risk of providing these benefits across multiple workplaces. The benefits Local 75 provides to its members are critical and many members have told me that the benefits Local 75 provides are at least as important to them and their families as the wage rates they earn.

13. An example of a collective agreement that Local 75 has negotiated and administers is the collective agreement with the Fairmont Royal York Hotel in Toronto, a copy of which is enclosed as **Exhibit “2”**. This collective agreement sets out more than thirty (30) separate articles and multiple schedules and letters of understanding that reflect decades of organizing and collective bargaining Local 75 has engaged with the Fairmont Royal York Hotel.

14. The collective agreement between Local 75 and the Fairmont Royal York Hotel is similar in scope to the other collective agreements Local 75 has negotiated and administers in other workplaces in the sense that it touches on many non-financial terms and conditions of employment.

#### **Local 75’s Coordinated Collective Bargaining and Pattern Bargaining**

15. Local 75 engages in coordinated collective bargaining to ensure that it can obtain the most advantageous collective agreement terms and conditions for its members. This involves ensuring that standards are uniform or close to uniform among similar workplaces.

16. For example, in the Toronto hotel sector, Local 75 has historically engaged in a form of pattern bargaining whereby Local 75 focusses all of its efforts, resources and attention on collective bargaining with a single hotel employer to establish a “pattern” that can be used as the model for all collective agreements in that sector. This strategy of pattern bargaining requires Local 75 to hold bargaining rights at many or all hotels in the specific sector and geographic area and to negotiate temporal terms in its collective agreements to ensure that those collective agreements in that sector all come up for re-negotiation at around the same time.

17. Coordinated bargaining and pattern bargaining requires that a single bargaining agent hold bargaining rights at many or all hotels in the specific sector and geographic area and/or that the

bargaining agents who hold bargaining rights at many or all hotels in the specific sector cooperate with each other. One of the major advantages members of a particular Local 75 bargaining unit enjoy by virtue of their membership in Local 75 flows from Local 75's ability to facilitate this sort of coordinated bargaining and pattern bargaining. For example, if Local 75 did not hold bargaining rights at many hotels in Toronto, it would not be able to enforce uniform or near uniform standards on employers in negotiations because non-union employers or employers in contractual relations with unions other than Local 75 could deviate from these standards.

18. Coordinated bargaining and pattern bargaining allows Local 75 to negotiate more advantageous terms for its members in the hotel sector by enabling it to focus all of its resources on bargaining with a single employer and to ensure that it can effectively mount a strike, if necessary, at a single employer while members at other hotels will be working and paying union dues. This type of "divide and conquer strategy" ensures that Local 75 has sufficient dues income to mount a strike against any single employer. This approach to collective bargaining is only possible because of Local 75 has bargaining rights at a large number of hotels in Toronto. If Local 75 were to lose bargaining rights at some of its properties, its ability to engage in coordinated bargaining and pattern bargaining is diminished.

19. As a result of the strategy discussed above, Local 75's collective agreements at the following properties are all scheduled to expire on July 31, 2024:

- (a) Chelsea Hotel;
- (b) Doubletree by Hilton Toronto Airport West;
- (c) Delta Toronto East;

- (d) Four Points by Sheraton Toronto Airport;
- (e) Hilton Toronto Airport Hotel & Suites;
- (f) Hilton Toronto Downtown;
- (g) Kimpton Saint George;
- (h) Holiday Inn Toronto Downtown Centre;
- (i) King Edward Hotel;
- (j) Doubletree by Hilton Toronto Downtown;
- (k) Novotel Toronto Centre;
- (l) Old Mill Toronto (Hotel);
- (m) Old Mill Toronto (Hospitality);
- (n) Sheraton Centre Toronto Hotel;
- (o) Sheraton Toronto Airport Hotel & Conference Centre;
- (p) Toronto Don Valley Hotel & Suites;
- (q) Doubletree by Hilton Toronto Airport;
- (r) Four Points on Islington (Quality Hotel & Suites Airport East (Islington));
- (s) Strathcona Hotel;
- (t) Holiday Inn Express North York – Norfinch;

- (u) Toronto Marriott City Centre, and,
- (v) Gladstone Hotel.

20. Local 75's collective agreements at the following properties are also set to expire proximate to July 31, 2024, though not precisely on July 31, 2024:

- (a) Holiday Inn Toronto International Airport;
- (b) Compass Canada Post Gateway Plant;
- (c) Fairfield Inn;
- (d) Events One King West, and,
- (e) Holiday Inn Express Toronto Downtown Lombard.

21. The aforementioned twenty-seven (27) Local 75 properties are therefore currently in, or will soon be in, an "open period" during which Local 75's members can choose to designate a trade union other than Local 75 as a bargaining agent. This open period is established by Ontario's statutory collective bargaining framework and persists for the three (3) months prior to the expiry of a collective agreement.

### **Some Background Facts**

22. Local 75 and the IU are affiliated with the Canadian Labour Congress (the "CLC") and have been since at least 2017. The CLC brings together many unions across Canada for advocacy and support purposes. The CLC also encourages its union affiliates to focus union organizing

efforts on non-unionized workers and discourages “raiding” whereby one union attempts to displace existing bargaining rights held by another union.

23. Local 75’s bargaining units have, however, been subjected to raiding attempts in the past. For example, in or around January 2018, a union know as Unifor – a successor to the Canadian Auto Workers – left the CLC and launched a public campaign to raid Local 75’s bargaining units.

24. Unifor’s raiding campaign against Local 75 followed a long period of internal conflict at Local 75 culminating in the IU placing Local 75 under trusteeship. This, in turn, caused several high-ranking staff and officials at Local 75 and the IU to leave Local 75 and join Unifor to support its raid against Local 75.

25. More specifically, in August 2016, Local 75 held its local elections for persons who would then work as officers for Local 75. These resulted in the re-election of Local 75 officers Lisabeth Pimentel as President, Nuredin Bulle as Secretary-Treasurer, and Valrie Lue as Vice President. The local elections also returned twenty-five (25) Executive Board members composed of rank-and-file members, many of whom were people of colour. Under Local 75’s bylaws, the Executive Board retains ultimate decision-making authority in Local 75’s governance structure.

26. Following her re-election, Ms. Pimentel took steps to increase the power of her office and her influence within Local 75 at the expense of other elected officials, including Mr. Bulle, Ms. Lue, and the Executive Board. Mr. Bulle and Ms. Lue are both Black. Two rival factions ultimately developed within Local 75, consisting, on one side, of Mr. Bulle, Ms. Lue and many of the racialized members of the Executive Board, and Ms. Pimentel and her supporters on the other. Ms. Pimentel’s supporters included the individual Defendants in this proceeding, who held the following positions with Local 75 and the IU at the time:



- (a) David Sanders, who was employed by the IU as an Organizing Director assigned to Local 75, as is indicated on his public LinkedIn profile, a copy of which is attached hereto as **Exhibit “3”**;
- (b) Ashley Hayes, who was employed by the IU as an Organizer assigned to Local 75, as is indicated on her public LinkedIn profile, a copy of which is attached hereto as **Exhibit “4”**;
- (c) Rafunzel Korngut, who was employed by Local 75 as an Organizer, as is indicated on her public LinkedIn profile, which is attached hereto as **Exhibit “5”**; and,
- (d) Allan Pace, who was employed by Local 75 as a staff member. I have searched for a public LinkedIn profile for Mr. Pace, but I have not been able to identify one. However, attached hereto as **Exhibit “6”** is a copy of the Collective Agreement that expired in March 2019 between Local 75 and its unionized staff members which identifies Mr. Pace on page 20 as a staff member with a seniority date of March 2, 2012.

27. In 2017, Mr. Sanders, Ms. Hayes, Ms. Korngut and Mr. Pace all worked out of Local 75’s head offices at 15 Gervais Drive in Toronto and were engaged in the day-to-day business activities of Local 75 while Ms. Pimentel was President.

28. Mr. Bulle, Ms. Lue, and members of the Executive Board took issue with the conduct of Ms. Pimentel and her supporters, filing both informal and formal complaints with the IU alleging that the conduct was discriminatory and in violation of Local 75’s bylaws and the IU’s constitution.

29. As a result of the aforementioned complaints, Ms. Pimentel and her supporters took retaliatory action against the complainants, including by stripping Mr. Bulle of his role as Staff Director at Local 75.

30. In the Spring of 2017, a majority of Local 75's Executive Board petitioned the IU to place Local 75 in trusteeship, according to the trusteeship process outlined in the IU's constitution. Negotiations between the two rival factions were unsuccessful and the IU ultimately voted to place Local 75 in trusteeship in the Fall of 2017. However, the trusteeship, which would involve the IU taking over the running and management of Local 75 through an appointed trustee, was not implemented immediately.

31. On December 11, 2017, Ms. Pimentel commenced legal proceedings in the Superior Court on her own behalf and on the purported behalf of members of Local 75 seeking to halt the trusteeship. I understand from speaking with Cole Eisen, a lawyer at Cavalluzzo LLP, and verily believe, that these legal proceedings were commenced by a Statement of Claim bearing court file number CV-17-588225.

32. After extensive litigation over the course of a month, sometime around mid-January 2018, Ms. Pimentel served a Notice of Discontinuance and advised the Defendant that she was abandoning her motion for injunctive relief. I know that the IU was ultimately awarded some legal costs in this proceeding. I understand from speak with Mr. Eisen, and verily believe, that those reasons are reported on CanLII at 2018 ONSC 3258.

### The Defendants Stole Confidential Information from Local 75

33. Sometime around December 14, 2017, after she commenced litigation against the IU, Ms. Pimentel had the locks changed at Local 75's head offices at 15 Gervais Drive. As a result, only Ms. Pimentel and her supporters could access the union's offices, which is where its administrative and business records were stored.

34. Between December 13, 2017 and December 17, 2017, Mr. Bulle and Ms. Lue told me, and I verily believe, that they observed Ms. Pimentel and her apparent supporters exiting Local 75's head offices at 15 Gervais Drive with cardboard boxes. At the time, Ms. Pimentel had told union officials and staff that the union office was closed. Mr. Bulle and Ms. Lue told me, and I verily believe, that they attended the office to try and gain access but were unable to do so and that this is when they saw Ms. Pimentel and her supporters exiting Local 75's head offices at 15 Gervais Drive with cardboard boxes. Mr. Bulle and Ms. Lue told me, and I verily believe, that they also saw Mr. Sanders and Ms. Korngut attend Local 75's head offices during this period.

35. The IU formally imposed a trusteeship on Local 75 on January 4, 2018. Shortly thereafter, Local 75 and the IU terminated the employment of David Sanders, Ashley Hayes, Rafunzel Korngut, and Allan Pace. A copy of Mr. Sanders' termination letter is attached as **Exhibit "7"**. A copy of Ms. Hayes' termination letter is attached as **Exhibit "8"**. Despite searching the union's records, I have not been able to locate the termination letters for Ms. Korngut or Mr. Pace, though I have found an email in which Ms. Korngut announces she is resigning from Local 75, a copy of which is attached as **Exhibit "9"**. I have no reason to believe that the letters of termination provided to Ms. Korngut or Mr. Pace are any different in content than those provided to Mr. Sanders or to Ms. Hayes.

36. Sometime around January 16, 2018, Ms. Pimentel announced she was going to work as the President of Unifor Local 7575. The Defendants David Sanders, Ashley Hayes, Rafunzel Korngut, and Allan Pace followed Ms. Pimentel to Unifor Local 7575, where they were employed and/or served as union officers. Unifor Local 7575 subsequently launched its public campaign to raid Local 75's bargaining rights and deliver Local 75's membership to Unifor.

37. Unifor Local 7575's campaign to raid Local 75's bargaining rights consisted primarily of in-person campaigning at workplaces where Local 75 members were employed. Unifor Local 7575 also leveraged the relationships Ms. Pimentel and her supporters had established with leaders and influential members of Local 75 to advocate for Unifor 7575. Unifor Local 7575 also engaged in limited outreach to Local 75's membership through mail and electronic means, though it was not apparent to me at the time as to how extensive this outreach was.

38. Following the imposition of the trusteeship, Mr. Bulle, Ms. Lue and their supporters (myself included) subsequently regained access to Local 75's offices. When we entered, we found that many paper documents that had been stored there, primarily consisting of grievance files and records from collective bargaining sessions with employers, were missing and/or disorganized. Several computers that were returned by Ms. Pimentel and her supporters prior to their departure had also been wiped of documents.

39. Before and after these events, Local 75 maintained and maintains an electronic membership database and receives quarterly and monthly records from employers, in both paper and electronic form, pursuant to its collective agreement entitlements. The database and these documents contain member contact information. When we regained access to the union's offices, it was not entirely

clear to us whether Ms. Pimentel and her supporters had taken records containing membership contact information with them or copies of these records, though we suspected they did.

40. Given the relationships Ms. Pimentel and her supporters had established with leaders and influential members of Local 75, Local 75 leadership determined that Unifor Local 7575's raid campaign would pose a serious threat to Local 75's bargaining rights with or without the contact information because Ms. Pimentel and her supporters were well-known to Local 75's members. Local 75 therefore decided to focus its efforts and resources on fighting the raid campaign by mounting a counter-campaign to win the support of the membership through direct outreach. This required our full attention and efforts and consumed a significant amount of resources. As a result, Local 75 did not conduct a forensic audit of its records and computer system to try to determine what exactly Ms. Pimentel and her supporters had taken and whether this included contact information.

41. In the months following Mr. Pimentel's departure, many Local 75 properties entered an "open period." Unifor Local 7575 successfully displaced bargaining rights at seven (7) of Local 75's hotel properties as part of its raid campaign, namely, the:

- (a) Hyatt Regency (370 King St. W, Toronto)
- (b) Westin Prince (now "Pan Pacific Toronto") at 900 York Mills Rd, North York)
- (c) Courtyard by Marriott Toronto Downtown (475 Yonge St., Toronto)
- (d) Delta Toronto Airport West (655 Dixon Rd, Toronto)
- (e) The Anndore House (15 Charles St E, Toronto);

- (f) Marriott Yorkville (now the “W Hotel” at 90 Bloor St E; and
- (g) Novotel North York (3 Park Home Ave, Toronto).

42. As a result of Unifor Local 7575’s raids, Local 75’s bargaining power in the Toronto hotel sector was diminished because it was less capable of executing the coordinated and pattern bargaining strategies I described earlier. Unifor Local 7575 subsequently negotiated collective agreements with the seven (7) properties that are inferior in terms of compensation to the prevailing rates negotiated by Local 75. As a result of the concessions made by Unifor Local 7575, Local 75’s bargaining power has been diminished. The loss of the seven (7) properties also means that fewer employers are contributing into industry-wide funds established by Local 75 in its collective agreements. These funds benefit members generally, such as the Equal Opportunity Fund which supports various kinds of high-quality job-related training for Local 75 members so that they may have greater mobility in the hospitality workforce.

43. Unifor Local 7575 also attempted to raid Local 75’s bargaining unit at the Fairmont Royal York Hotel in Downtown Toronto by filing a displacement application at the Ontario Labour Relations Board. After multi-year proceedings at the Ontario Labour Relations Board, Local 75 retained its bargaining rights at the Fairmont Royal York Hotel.

**The Defendants Are Now Using Stolen Confidential Information to Attempt to Raid Local 75’s Bargaining Units**

44. In 2022, a union known as THEU – CSN commenced proceedings in 2022 at the Ontario Labour Relations Board to displace Local 75 as the exclusive bargaining agent for certain employees employed at the Fairmont Royal York Hotel in Toronto. Through these proceedings and CSN’s campaigning efforts in the workplace, Local 75 became aware that the Defendants

David Sanders, Ashley Hayes, Rafunzel Korngut, and Allan Pace were now involved with THEU – CSN.

45. For example, the promotional materials contained at Exhibit 5 of Josh Cuasay’s Affidavit, dated May 27, 2024, which I have reviewed, indicate that Allan Pace, Ashley Hayes, Rafunzel Korngut and David Sanders are currently officers and/or employees of THEU-CSN.

46. THEU – CSN is affiliated with the Confédération des syndicats nationaux (the “CSN”), a trade union that I know from my general knowledge of the Canadian labour movement to operate predominantly in the Province of Quebec. A link to the CSN’s website’s page where the CSN describes its history can be found here:

<https://www.csn.qc.ca/mouvement/patrimoine/notre-histoire/>

47. The English version of that page is here:

<https://www.csn.qc.ca/en/about/heritage/our-history/>

48. Since 2022, THEU – CSN has become certified to represent a subset of previously non-unionized employees employed at the Fairmont Royal York Hotel in Toronto, but it has not yet negotiated a collective agreement on behalf of those employees. The Ontario Labour Relations Board proceedings to determine who will represent the majority of unionized employees who are currently represented by Local 75 at the Fairmont Royal York Hotel are ongoing.

49. In or around very late 2023, I became aware that THEU – CSN started sending out promotional packages in the mail to Local 75 members working at the twenty-seven (27) hotel properties I referred to at paragraphs 19 and 20, above, which will soon be in an “open period”.

The properties include the Chelsea Hotel, the King Edward Hotel, the Hilton Toronto Airport Hotel & Suites, Events at One King West, the Marriott City Centre and the Novotel Toronto Centre. More recently, I became aware that THEU – CSN was also sending text messages to Local 75 members at many of the twenty-seven (27) properties I referred to at paragraphs 19 and 20. I became aware of these packages and text messages because members were complaining directly to me or to their designated union representatives who then reported these complaints to me.

50. The following individuals told me directly, and I verily believe, that they were contacted by THEU-CSN in the described manner:

- (a) Vemelyn Feleciano, a member employed at the St. Regis Hotel, received promotional materials in the mail at her personal address and text message communications from THEU-CSN on a personal phone;
- (b) Yosief Ogbasellasic, a member employed at the Sheraton Centre Hotel, received text message communications from THEU-CSN on a personal phone;
- (c) Christine Smalling, a member employed at the Hilton Airport Hotel, received text message communications from THEU-CSN on a personal phone;
- (d) Mahbub Haque, a member employed at the Fairmont Royal York Hotel, received text message communications from THEU-CSN on a personal phone; and,
- (e) Michael Eshete, a member employed at the Holiday Inn Downtown Toronto, received text message communications from THEU-CSN on a personal phone.



51. I have also spoken with a woman named Eulalia Marcos, a former Chelsea Hotel employee and Local 75 member who retired in 2020 or 2021. She told me, and I verily believe, that she received the THEU – CSN printed materials I have previously described at her home. Ms. Marcos provided me with the envelope she told me enclosed these materials and I verily believe this to be true. A photograph of that envelope is enclosed as **Exhibit “10”** to this affidavit.

52. The members that I identified at paragraphs 50-51 also told me, and I verily believe, that they never provided their contact information to the THEU-CSN or anyone affiliated with the THEU-CSN.

53. The documents and text messages the identified individuals described to me, and which their union representatives described to me, match the exhibits appended to Josh Cuasay’s affidavit dated May 27, 2024. I therefore believe that the THEU – CSN has sent the same or similar documents and messages to all these individuals.

54. The members and representatives I have spoken to have told me that the THEU – CSN has been contacting other Local 75 members who say that they never provided their contact details to the THEU – CSN. THEU – CSN has also been contacting members who are no longer employed at a hotel or other Local 75 employer, including some who have not been so employed for years, such as Josh Cuasay. For example, a current full-time employee of Local 75, Abdalla Idris, has not been a bargaining unit member for several years though he worked at the Chelsea Hotel in Toronto in 2017 and 2018. Nonetheless, Mr. Idris has told me, and I verily believe, that he received promotional materials recently by mail despite never sharing his contact information with the THEU-CSN.

55. In light of the above, I believe that the THEU – CSN is relying on membership lists and records containing contact information that were taken from Local 75's offices in late 2017 and early 2018 to contact Local 75's members in support of a raid campaign. Specifically, I now believe that the THEU – CSN is in possession of the following records that were taken or copied from Local 75's offices in late 2017 and early 2018:

- (a) Electronic and printed bargaining unit lists that Local 75 is entitled to receive from employers quarterly or bi-annually (depending on the applicable collective agreement) containing members' names, home addresses, phone numbers, SINS and other personal information. These lists are usually sent to Local 75 via email or uploaded directly by the employer to an online database, though it is possible to print them as well;
- (b) Electronic and printed records from Broadstripes, an organizing database and membership management software Local 75 used in 2017 and 2018 (and in prior and subsequent years). Broadstripes contained and updated the information from the bargaining lists Local 75 received from employers. Excerpts from the Broadstripes database, which contained contact information for every individual employed in a Local 75 bargaining unit, could be exported and printed through Broadstripes; and,
- (c) Electronic and printed records from the Timms database, which houses membership records for the purpose of administering union dues records. The Timms database also contained personal information for Local 75's members that could be exported and printed.

56. Ms. Pimentel and her supporters, including the individual Defendants in this proceeding, could have accessed the two databases I described above through their computers and printed and/or exported the contact information contained within. They also would have received membership lists and employer payroll records through their email inboxes and been able to access printed records that existed at Local 75's offices in 2017 and 2018. Local 75 employers frequently responded to requests from Local 75 for updated member lists containing contact details such as email addresses, names, home addresses, and phone numbers.

57. While it is not possible to put a precise value on the records that I believe the THEU-CSN now holds, the total union dues associated with the seven (7) bargaining that Unifor raided which were previously paid to Local 75 amounted to approximately \$750,000 per year. If the THEU – CSN were able to raid another seven (7) Local 75 bargaining units during this open period of a similar size to the ones that Unifor raided, the total loss to Local 75 and its members would be similar to the impact of the Unifor raids.

58. It would likely be between three (3) or four (4) years before Local 75 could attempt to regain those bargaining units, because three (3) to four (4) years is the standard term of a collective agreement in the hotel sector. Accordingly, I estimate that the value of the contact information currently in THEU-CSN's possession is approximately \$2.25 and \$3 million representing three (3) or four (4) years at seven (7) hotels. This estimate does not account for the loss of bargaining power and the lost benefits efficiencies Local 75 and its members would experience as a result of losing these bargaining rights.

59. As my estimate indicates, membership lists and employee contact information are extremely valuable assets for a trade union and are perhaps a trade union's most valuable assets.

When organizing a new workplace, unions must expend considerable resources on employing organizers to meet with potential union members, answer questions about unionization, and to ultimately recruit those individuals to join the union by filling out a union membership card. Such recruitment often takes the form of one-on-one meetings or small group meetings.

60. Other than talking to potential union members and asking for contact information, there is no other way for a union to obtain this sort of information. Employers are very protective of their employee lists because of how valuable these lists are in a union organizing context and there is currently no regular statutory process for a union to obtain worker contact information prior to becoming certified for the purpose of collective bargaining.

61. On behalf of the members of Local 75, I undertake to abide by any order concerning damages that the Court may make if it ultimately appears that the granting of the injunctive relief sought by the motion has caused damage to the Defendants, or any of them, for which they ought to be compensated.

62. I affirm this affidavit *bona fide*.

SWORN remotely by Shelli Sareen at the City of Toronto, in the Province of Ontario, before me at the City of Toronto in the Province of Ontario on May 28<sup>th</sup>, 2024, in accordance with O. Reg. 431/20. Administering Oath or Declaration Remotely.

DocuSigned by:  
Lindsay Heidker  
604EDD7284E647C...  
\_\_\_\_\_  
Commissioner for Taking Affidavits  
**LINDSAY HEIDKER**

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DocuSigned by:  
Shelli Sareen  
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**SHELLI SAREEN**