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IN THE COMMONWEALTH OF PENNSYLVANIA, COUNTY OF BUCKS
MAGISTERIAL DISTRICT COURT NO. 07-1-10

Police Association of Falls Township,
Plaintiff

vs.

Bruce Rhodunda AND Steven
Lauran,

Defendants

No. CV-381-24
DISTRICT COURT
07-1-10
Civil Action - Law

**AFFIDAVIT OF NON-MILITARY SERVICE
PURSUANT TO P.A.R.C.P.D.J. 304(D).**

I, Davis P. Dilling, certify and declare that I am the Plaintiff's agent in the above-captioned matter; that to the best of my knowledge, information, and belief, the Defendants are over the age of eighteen years, and that the Defendants are not in the military service or in any branch of the armed forces of the United States or its allies or otherwise within the provisions of the Servicemember's Civil Relief Act, formally the Soldiers' and Sailors' Civil Relief Act of Congress of 1940, and the amendments thereto.

I verify that the statements in this document are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.

Date: September 26, 2024

Davis P. Dilling
Signature

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COMMONWEALTH OF PENNSYLVANIA, COUNTY OF BUCKS
MAGISTERAL DISTRICT COURT NO. 07-1-10

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DISTRICT COURT
POLICE ASSOCIATION OF FALLS TOWNSHIP,
07-1-10

Plaintiff,

v.

BRUCE RHODUNDA AND STEVEN LANGAN,

Defendants.

Docket No.

CV-381-24

CIVIL COMPLAINT

Plaintiff Police Association of Falls Township (“PAFT” or “the Association”) hereby brings the following claim for unjust enrichment against Defendants Steven Langan and Bruce Rhodunda, stating the following in support thereof:

SUMMARY OF THE CASE

1. This case is about a police union holding two of its former officers accountable for abusing their positions for personal financial gain.
2. PAFT, which represents police officers employed by the Falls Township Police Department (“Department”), has a longstanding policy of purchasing a token of sympathy, such as flowers or a food platter, upon the death of an officer’s family member (hereinafter, “Death Benefit”).
3. By long-observed custom, the Death Benefit has been limited to an approximately \$150–200 purchase per qualifying incident.
4. Despite this understanding, Defendants Langan and Rhodunda abused their respective positions as President and Treasurer of PAFT to cover a \$2,300 catering bill and related expenses.

5. To redress this unlawful taking from its treasury, which is funded almost exclusively by members' dues, PAFT asks this Court to enter judgment against Defendants in the amount of \$2,343.14, and enter such other relief as the Court deems appropriate.

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JURISDICTION AND VENUE

6. This Court has jurisdiction over this matter pursuant to 42 Pa. C.S. § 1515(a)(3)(i).
7. Venue is proper in this district pursuant to 246 Pa. Code Rule 302(A).

PARTIES

8. Plaintiff PAFT is an unincorporated association that represents Department police officers below the rank of Lieutenant, with a mailing address of P.O. Box 95, Fairless Hills, Pennsylvania 19030.

9. Defendant Bruce Rhodunda is an adult individual residing at 2 Vicar Lane, Levittown, Pennsylvania 19054.

10. Defendant Steven Langan is an adult individual residing at 633 Fee Avenue, Langhorne, Pennsylvania 19047.

FACTUAL ALLEGATIONS

The Death Benefit

11. Article XV of PAFT's bylaws authorizes the Association to purchase "a token of flowers . . . not to exceed fifty dollars . . . upon the death of . . . a member of [an] officer's immediate family . . ." An authentic copy of the PAFT bylaws is attached hereto as "Exhibit A," and incorporated herein by reference.

12. This provision of the bylaws has gone unchanged since 1988.

13. Over time, without formal amendment of the bylaws, the Death Benefit shifted from flowers to food platters, which members colloquially refer to as "Sunshine Platters."

14. Additionally, to keep up with inflation, the customary cost limitation for the Death Benefit increased to approximately \$200.

15. This limitation was, and is to this day, widely known and acknowledged by PAFT members and leadership.

16. From 2015 to 2020, PAFT disbursed the Death Benefit approximately 29 times, with an average cost of \$133.97 per instance.

17. Each payment of the Death Benefit is documented on an expense voucher, which must be signed by PAFT's current president and treasurer.

18. Though this dual-signature requirement has never been formally incorporated into the bylaws, PAFT leadership has adhered to it since at least 2008 as a safeguard against the misuse of union funds.

19. Defendant Langan was the President of PAFT from 2015 to 2020.

20. Defendant Rhodunda was the Treasurer of PAFT from 2011 to 2020.

21. Based on their respective offices, Defendants signed and/or co-signed expense vouchers associated with every issuance of the Death Benefit that occurred from 2015 to 2020.

Defendants' Abuse of the Death Benefit

22. On June 18, 2019, Defendant Langan's father-in-law, William Eckert, passed away.

23. As a result of this occurrence, on June 29, 2019, Defendants authorized a Death Benefit disbursement for an Edible Arrangements food platter at a cost of \$168.98. A copy of the relevant purchase voucher ("Eckert Benefit Voucher") is attached as "Exhibit B," and is incorporated by reference herein.

24. "Sunshine Langan Father-in-Law" was written in the "Description" field of the Eckert Benefit Voucher, indicating an awareness by Defendants that the purchase constituted use of the Death Benefit. Ex. B.

25. On July 3, 2019, Defendants authorized a further disbursement of \$2,343.14 to cater a funeral reception hosted by the Eckert family. A copy of the relevant purchase voucher (Funeral Expense Voucher) is attached as "Exhibit C," and is incorporated by reference herein.

26. The Funeral Expense Voucher encompassed two distinct purchases: a catering bill from McCaffrey's Supermarket in the amount of \$2,329.16, and a case of bottled water from BJ's Wholesale in the amount of \$13.98. *See* Ex. C at 2-3.

27. Defendants made these purchases with PAFT funds despite Defendant Langan having already utilized the Death Benefit in connection with the death of his father-in-law.

28. Both Defendants attended the funeral reception.

Defendants Conceal Their Illegitimate Purchases

29. Pursuant to its bylaws, PAFT conducts regular meetings on the third Wednesday of each month. *See* Ex. A, Art. II, sec. 1.

30. The bylaws require the Treasurer to give a report at each meeting. *Id.*, Art. XVI.

31. The long-established custom is for the Treasurer's report to include a list of all expenditures made with PAFT funds in the preceding month.

32. Despite this custom, Defendant Rhodunda, then-Treasurer of PAFT, never mentioned the purchases listed on the Funeral Expense Voucher at any subsequent meeting.

33. Defendant Langan, then-President of PAFT, never mentioned the purchases at any subsequent meeting.

34. PAFT held six meetings between the time of these purchases and January 2020, when Defendants lost their positions as officers of PAFT.

Discovery of Defendants' Malfeasance

35. In January 2020, PAFT members elected new leadership, with Michael Callahan and Marshall Belinsky succeeding Defendants as President and Treasurer, respectively.

36. On October 9, 2020, PAFT received a subpoena from the U.S. District Court for the Eastern District of Pennsylvania requesting “[a]ny and all financial records from January 1, 2018 to the present, including books and records and checks related to the Police Association of Falls Township.”

37. Immediately after receiving the subpoena, Callahan and other PAFT members conducted a comprehensive review of all documents sought by the subpoena.

38. Through this review, Callahan discovered the Funeral Expense Voucher and the improper expenditures recorded thereon.

CLAIM FOR RELIEF
Unjust Enrichment

39. Under Pennsylvania law, the elements of unjust enrichment are:

- a. Benefits conferred on defendant by plaintiff;
- b. Appreciation of such benefits by defendant; and
- c. Acceptance and retention of such benefits under such circumstances that it would be inequitable for defendant to retain the benefit without payment of value.

Ne. Fence & Iron Works, Inc. v. Murphy Quigley Co., 933 A.2d 664, 669 (Pa. Super. 2007) (citation omitted).

40. PAFT conferred substantial benefits on Defendants in the form of funds used to cater a funeral reception for Defendant Langan’s late father-in-law.

41. Defendants fully appreciated these benefits because they personally signed the documents giving rise to them and attended the funeral reception where the purchased food and water was served.

42. As officers of PAFT, Defendants abused positions of trust between themselves and the organization to obtain these benefits.

43. PAFT’s treasury is funded almost exclusively by dues paid by members, who in turn expect those funds to be used for legitimate union purposes.

44. The formal and customary limitations on the Death Benefit represent a compact between PAFT's members and its leadership to limit the amount of union funds utilized to express sympathy for officers whose relatives pass away.

45. The same is true of the dual-signature requirement for expense vouchers: it reflects an understanding between PAFT and its members to uphold financial transparency.

46. Defendants broke that compact and betrayed the members' trust by using union funds to cover a personal expense.

47. Defendants cannot credibly maintain that their purchases constituted a legitimate use of the Death Benefit because, just three days prior, Defendants had already authorized the purchase of a food platter in connection with the passing of William Eckert.

48. Additionally, during their yearslong tenures as President and Treasurer of PAFT, Defendants authorized dozens of Death Benefit disbursements, all of which stayed within the customary limit of approximately \$200.

49. Defendants could not have been confused about the understood limit for Death Benefit disbursements, especially when the Funeral Expense Voucher was for more than *ten times* the customary amount.

50. For these reasons, it would be unjust for Defendants to retain the benefits they received without paying restitution to PAFT.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff PAFT respectfully requests that this Honorable Court:

- A. Enter judgment against Defendants in the amount of \$2,343.14, plus pre-judgment interest;
 - B. Award costs of this action, including but not limited to reasonable attorney's fees;
- and

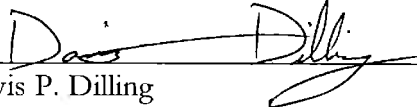
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C. Award such other relief as the Court may deem just and proper.

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Respectfully submitted,

THE FAIRNESS CENTER

Dated: September 26, 2024



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Counsel for Plaintiff

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Exhibit A

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***Police Association
of Falls Township
(P.A.F.T)***

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By-laws

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PREAMBLE

It being the desire of the Falls Township Police Department to promote their welfare and forward their interest as well as to extend their sphere of usefulness they do, therefore, form themselves into an Association under the name and for the objectives hereafter set forth, and do hereby adopt the following constitutional and By-Laws for its rule and guidance.

NAME

ARTICLE I

This Association shall be known as the Police Association of Falls Township, Fallsington, Pennsylvania, organized December 18, 1974.

MEETINGS

ARTICLE II

- SECTION 1. This Association shall regularly assemble on the third Wednesday of each month at the call of the chair.
- SECTION 2. Special meetings may be called by the President or by the written request of seven members who are in good standing, and upon notice to the members of this Association. No business shall be transacted at any special meetings other than that specified in the call.

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OBJECTIVE
ARTICLE III

The objective of this Association is to unite fraternally and to give all moral support and reasonable financial legal aid, within its power, to deserving members in good standing.

- A. Legal Aid, financial, or otherwise, will be given to deserving members, only where they are charged from circumstances arising from the performance of their duty or to defend against action taken against a member by Superior Officer or Supervisor, which actions are illegal or in violation of a contract.
- B. Under no circumstances will legal aid be given a member who is charged with a criminal offense, unless-
 1. The Legal Aid Committee investigates the charge and brings the request before the body for approval.
 2. 2/3 of the members in good standing MUST vote on the request and it must pass by at least 1/2 of the membership in good standing.

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MEMBERSHIP
ARTICLE IV

SECTION 1. Any member of the Police Department who has served one (1) year as a fulltime SWORN member of this Police Department, shall be eligible for membership in this Association by the payment of \$15.00 dues, per pay.

SECTION 2. When a member becomes three (3) months in arrears, he shall be notified by mail. If the member in arrears fails to comply with this notice within thirty (30) days after receiving such notice he shall automatically be dropped from this Association.

SECTION 3. Dues will be payable by payroll deduction each pay.

SECTION 4. A member in good standing is anyone who has his dues paid up in full and is eligible to vote.

(AMENDED JAN.1992 TO INCREASE DUES AMOUNT)

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OFFICERS
ARTICLE V

- SECTION 1. The elective officers of this Association shall consist of a President, Vice-President, Secretary, Treasurer, and Board of Trustees who shall hold office for a term of one, two, and three years.
- SECTION 2. Officers shall be elected by a ballot and none but members in good standing shall be entitled to vote for any office.
- SECTION 3. No member of this Association shall be entitled to hold office unless he shall have been a member in good standing, provided such person shall have attended at least four regular meetings during the calendar year immediately prior to his election. Any member working during a scheduled meeting shall receive credit for 1/2 meeting.
- SECTION 4. Legal Aid Committee consists of three (3) elected members in good standing, each one elected for a term of one (1) year.

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DUTIES
ARTICLE VI

SECTION 1. The President shall be the chief executive of this Association. He shall preside at all meetings and enforce a strict observance of the Constitution and By-Laws and exact a rigid compliance with the rules and customs of this Association, advise the Association in its work and proceedings, see that all officers perform their respective duties, decide all questions of order, subject to appeal to the membership present at such meetings sit as judge, and declare the results of all elections, appoint all committees not otherwise provided for, call special meetings whenever in his judgement it shall be necessary for the best interest of the Association to hold such meetings, or when a written request is made to do so by seven members, and perform such other duties as prescribed by this Association. He shall also act in lieu of any committee in an emergency and be a member of all committees.

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DUTIES OF THE VICE-PRESIDENT

SECTION 2. The Vice-President shall observe and obey all orders of the President and during the absence or disability of the President the Vice-President shall perform the duties of the President and perform such other duties and exercise the authority of the President until the next annual election of officers, or unless another President has been elected by the Association.

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DUTIES OF THE SECRETARY

SECTION 3. It shall be the duty of the Secretary to keep an accurate record of and record the minutes at each monthly meeting. The secretary shall also handle all correspondence for this Association.

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DUTIES OF THE TREASURER

SECTION 4. It shall be the duty of the Treasurer to keep a full and accurate account of each member's standing in the Association, receive all money from members and announce in meetings the names of all members in arrears for three months, pay all money ordered by this Association, keep a regular and correct account of all money received and paid, have accounts ready for settlement at the stated meeting in March of each year, and report every three months, deposit all money of the Association, also make a semi-annual report comprising of the following items, cash received, from what source paid and for what purpose, expenses in detail of the Association, and at the expiration of his term of office deliver to his successor all money, papers, vouchers, etc.

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DUTIES OF TRUSTEES

SECTION 5. It shall be the duty of the Trustees to audit all books and examine all records and make a true and correct report to this Association on the last regular meeting in March.

DUTIES OF THE EXECUTIVE BOARD

SECTION 6. The Executive Board shall consist of the President, Vice-President, Secretary, Treasurer and three (3) Trustees, who shall meet at the call of the chair at any time. They shall control all private business of the Association, they shall be responsible for their acts to the President only. All moneys ordered paid and all orders issued by this Board must be complied with.

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DUTIES OF LEGAL AID COMMITTEE

SECTION 7. It shall be the duty of the Legal Aid Committee to investigate all suspensions where legal aid is requested and make a recommendation to the body after consulting with PAFTS attorney.

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**SUPPLIES
ARTICLE VII**

SECTION 1. The supplies necessary for the proper maintenance of this Association shall be provided as same are needed at the expense of the Association not to exceed \$75.00 per month without a vote as needed.

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ARTICLE VIII
REINSTATEMENT

- SECTION 1. Any member who , having been dropped from the roll and who shall thereafter make application for reinstatement, upon being readmitted must be a member in good standing for six months after reinstatement before being allowed to vote.
- SECTION 2. Any member of this Association who shall be no more than three (3) months in arrears in his dues and eligible to vote, shall be considered a member in good standing and entitled to all the rights and privileges of this Association, and any person, who although on the rolls of the Association may be in arrears more than three months, shall not have the right to vote or discuss any proposition before the Association.
- SECTION 3. Any member who was dropped from the roll and/or has voluntarily left can be reinstated by paying back dues up to a maximum of \$120.00
- SECTION 4. Any officer who has been reinstated after having been dropped from rolls or left the Association voluntarily, must remain a member in good standing for two (2) years before he will be able to hold an elected office.

ARTICLE IX

SECTION 1. Officers of this Association may be removed for incompetency, inattention to the duties of the office or conduct unbecoming their standing in the Association by a two-thirds vote of the membership in good standing by closed ballot. Vacancies occurring by reason of death, resignation or removal from office will be filled in the same manner as the original selection, to serve for the remainder of the term.

SECTION 2. A member upon retirement, shall be considered a paid-in-full member. Such member shall have no vote, except -- a retired member shall have the right to vote on any issue related to pension and/or retirement benefits.

SECTION 3. In case of resignation on retirement, any member of this Association, in good standing, at the time of his resignation or retirement, will receive an award.

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MEMBER SERVICE
07-1-10

ARTICLE X

SECTION 1. If any elective officer of this Association shall absent himself from three (3) consecutive regular meetings, without excuse, his office shall be declared vacant. The members present, in good standing, after having declared such vacancy, shall proceed to elect his successor in the same manner as the original selection was made. A letter shall be forwarded to such officer advising him of his dismissal from such office.

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ARTICLE XI
QUORUM

SECTION 1. The meeting of this Association shall be opened at the time prescribed, if seven members who are in good standing are present, which members will constitute a quorum for the transaction of general business.

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ARTICLE XII
NOMINATION AND ELECTION OF OFFICERS

SECTION 1. The nomination and election for all officers shall be made at the January meeting, elections in February and posted by March 1st.

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ARTICLE XIII

- SECTION 1. Any member of this Association violating any of the obligations, laws, rules or usages of this Association, disregarding the by-laws, disclosing any transaction of the Association, disturbing the harmonious working of the Association, or refusing to obey the presiding officer after having been called to order shall be expelled or suspended as the majority vote of the members present may determine.
- SECTION 2. Any member of this Association, in good standing, who may get into trouble, as a result of the performance of his police duties and have charges preferred against him, which may result in a hearing or inquiry before any person or persons authorized to hear any charge against a member must make a brief outline of his case in writing, present it to the Legal Aid Committee, which must investigate said charges, who must then present their findings to the membership, after review by PAFT's attorney, at a regular meeting. If approved, the Legal Aid Committee will then advise the member to procure counsel to defend himself against said charges, at the Organization's expense, not to exceed \$1500.00.
- SECTION 3. Any member of P.A.F.T. who is in receipt of funds as provided in Article XIII, Section 2 of these By-Laws, shall return any unused portion of the funds as soon as possible. The funds in question, shall be returned no later than 30 days after the officer receives notice from the Township of Falls, that no additional discipline or inquiry are scheduled. The officer will be responsible for providing a written receipt of all expenses incurred. In the event, the officer should receive additional charges or discipline after the unused portion of the funds have been returned, the money shall be immediately available to the officer upon written request. No additional approval of the association will be necessary, as long as the discipline or charges are directly related to the original incident for which the funds were provided.

(Amended Jan.1992)

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ARTICLE XIV

SECTION 1. The Treasurer shall not have any cash on hand exceeding twenty-five (\$25.00) dollars at any time, all over this amount must be deposited in the bank designated by the Association.

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ARTICLE XV
TOKEN

SECTION 1. Hereafter upon the death of a member of this Association or a member of the officer's immediate family (spouse, children, mother, father, wife's mother or father) a token of flowers may be sent, the cost not to exceed fifty dollars. The Treasurer of this Association is authorized to pay for this token of flowers.

SECTION 2. Upon the death of a member of PAFT, a token of \$200.00 cash shall be sent to his family.

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ARTICLE XVI
ORDER OF BUSINESS

Roll Call
Reading of Minutes
Reading of Communications and Bills
Report of Officers
Report of Committees
Report of Trustees
Report of Treasurer
Report of Legal Aid Committee
Unfinished Business
Good of the Association
Adjournment

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ARTICLE XVII
AMENDMENT

SECTION 1. No part of these by-laws shall be altered, amended or suspended unless one month's notice be given in writing to all members of the Association, and the said alteration, amendment or suspension of any portion of the by-laws which have received a two-thirds vote of the membership in good standing by closed ballot for such alteration, amendment or suspension after being read and discussed at a regular monthly meeting.

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ARTICLE XVIII
SUPERIOR OFFICERS EXCULSION

- SECTION 1. Beginning January 1, 1988, any police officer with the rank of Lt. or above, shall not be granted membership in this organization, as they are considered management personnel and can be covered by C.O.F.T.
- SECTION 2. Any officer promoted from present rank to Lt. or above and being a member in good standing before advancement shall be entitled to an award at the time of his/her retirement from PAFT.
- SECTION 3. If a member in good standing is promoted to a superior officers rank and is subsequently reduced in rank, no penalty shall attach as far as membership in the organization is concerned. He must rejoin the organization within sixty (60) days of his reduction in rank.

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ARTICLE XIX
DUTIES OF ARBITRATION COMMITTEE

- SECTION 1. The arbitration Committee will consist of four elected PAFT members. The President of the Association shall be the fifth member of the committee and will sit just in an advisory position. The Committee will bring the final offer to the membership which must be passed by two thirds majority vote of members in good standing.
- SECTION 2. This committee will serve for the length of the contract negotiated, and will be elected at the same time other officers are elected for the year.
- SECTION 3. No negotiation session shall be held unless there are at least three (3) members of the Arbitration Committee present.

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ARTICLE XX
RATIFICATIONS OF MOTIONS OR ACTIONS

If at a PAFT meeting, a motion is decided up that will entail a cost to the organization in excess of \$500.00 (five hundred dollars), the entire body will be permitted to vote on this matter by closed ballot. The vote must be carried by a majority of all who vote. The ballots will be distributed to all members in good standing within five days of the meeting that the motion was made. The ballot box will remain available for at least five days after the ballots are distributed. The date, time and place will be posted as to the opening of the box and the ballots will be counted publicly.
(Amended 5/26/89 by a closed ballot in accordance with the current by-laws).

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Exhibit B

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Police Association of Falls Township
Expense Voucher

Payee Name: <u>Edible Arrangements</u>	Date: <u>6/29/14</u>	
Address: <u>545 E. Bridge St</u>	Check #: <u>DCST</u>	
City, State, Zip: <u>Morrisville Pa 19067</u>	<u>CAJ</u>	
Reason for Expense: <u>Sunshine Donation</u>		
Date	Description	Amount
<u>6/29/14</u>	<u>Sunshine Lenses Father-In-Law</u>	<u>\$168.98</u>
	TOTAL	\$168.98

Member Signature: _____
 Pres/VP Signature: _____
 Treasurer Signature: _____

White - ORIGINAL (TREASURER) - Yellow - PRESIDENT/VICE PRESIDENT - Pink - MEMBER

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Exhibit C

**Police Association of Falls Township
Expense Voucher**

Payee Name: McClellan's Market	Date: 7/3/19	
Address: 2203 Cedar Blvd West	Check #: 1123	
City, State, Zip: Langston Pa 19040		
Reason for Expense: Sunscreen Donation		
Date	Description	Amount
7/2/19	BSS's Wholesale (water) Debt	17.98
7/3/19	McClellan's Market (Food)	2322.16
	TOTAL	2340.14

Member Signature: _____
Pres/VP Signature: _____
Treasurer Signature: _____

White - ORIGINAL (TREASURER) Yellow - PRESIDENT/VICE PRESIDENT Pink - MEMBER

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