

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JAMES P. HOFFA
General President

25 Louisiana Avenue, NW
Washington, DC 20001



KEN HALL
General Secretary-Treasurer

202.624.6800
www.teamster.org

April 8, 2019

Hon. Barbara S. Jones
Independent Review Officer
Bracewell
1251 Avenue of the Americas
49th Floor
New York, NY 10020-1100

Re: Proposed Charge Against Former Local 683 Secretary-Treasurer
Todd Mendez

Dear Judge Jones:

Enclosed is a signed Affidavit and Agreement signed by Todd Mendez, which we believe satisfactorily resolves the above referenced charge. The Agreement provides that Mr. Mendez will be barred from holding office or employment with Local 683 or any other IBT affiliate for a period of 12 months, but may retain his membership status.

The sole disciplinary charge against Mendez is that in February of 2017, while he was an officer and member of Local 683, he gave intentionally false testimony concerning the identity of the person who drafted confidentiality agreements signed by members of the Local's Executive Board that were related to the Local's settlement of a civil case in 2015. He testified that the agreements were drafted by the Local's attorney. The Local's attorney denied she had drafted the agreements.

Mendez ceased to be Local's principal officer on January 1, 2019, after having been defeated in an election conducted last fall. As indicated, the signed Affidavit and Agreement provides that he will be barred from holding Union office or employment for a period of 12 months, although he may maintain his Union

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membership. It also provides that he will be expelled permanently from membership should he in the future provide false testimony to the IIO.

The terms of the Affidavit and Agreement are largely identical to at least two resolutions that were approved by the IRB in cases arising under the Consent Decree. Joseph G. Vitta (approved on 1/13/05); William A. Moore (approved on or about November 3, 2008). Copies of these two resolutions are enclosed

We respectfully urge you to approve Mr. Mendez's Affidavit and Agreement, as well.

Very truly yours,



Bradley T. Raymond
General Counsel

cc: ✓ Joseph diGenova, Independent Investigations Officer
Todd Mendez

-----X
 In The Matter of :
 :
 Todd Mendez :
 :
 : AFFIDAVIT AND AGREEMENT
 :
 Before the :
 :
 INDEPENDENT REVIEW OFFICER :
 :
 :
 -----X

STATE OF CALIFORNIA)
) ss.:
 COUNTY OF SAN DIEGO)

Todd Mendez, being duly sworn, deposes, says and agrees as follows:

1. The Independent Investigations Officer (“IIO”), appointed pursuant to the Final Order entered February 17, 2015 in United States v. International Brotherhood of Teamsters, 88 CIV 4486 (LAP) (S.D.N.Y.) (the “Final Order”), recommended in a report dated March 6, 2019, that the International Brotherhood of Teamsters (“IBT”) file charges against me. On March 12, 2019, IBT General President Hoffa filed the charges, which allege that while an officer and member of Teamsters Local 683 I brought reproach upon the IBT when, in February of 2017, I gave intentionally false testimony concerning a proposed confidentiality agreement that would have penalized members of Local 683’s Executive Board who informed

a Local member of the terms of a settlement of a lawsuit a former employee of the Local had brought against the Local and me.

2. I make this Affidavit and Agreement (“the Agreement”) to resolve the charges described in paragraph 1. This Agreement does not constitute an admission or denial of the charges.

3. I represent and agree to the following:

- a. Since September of 1999, I have been a member of the IBT and Local 683.
- b. From approximately January of 2010 until December 31, 2018, I served as Secretary Treasurer and principal officer of Local 683. Prior to serving in that capacity, I was appointed in 2014 to serve as the President of Local 683. I was hired as a Local 683 Business Agent in 2005.

4. I hereby agree that for a period of twelve (12) months, commencing on the date this Affidavit and Agreement is approved by the Independent Review Officer (“IRO”), I will not hold office or employment, whether paid or unpaid, with Local 683, the IBT or any other IBT affiliated entities. I may maintain my membership in Local 683 and the IBT during this twelve (12) months period and I may also be employed by an employer in a bargaining unit which is represented by Local 683 or any other IBT affiliated entity.

5. During the twelve (12) months period, described above, Local 683, the IBT and any other IBT affiliated entities shall not pay to me, nor shall I accept, any salary, severance payment, allowance, fee or compensation of any kind, except

that I may receive any compensation or benefits which have accrued to me prior to the date this Affidavit and Agreement is approved by the IRO .

6. During the twelve months period, described above, I will receive no benefits, gratuities, severance payments or gifts of any kind whatsoever from Local 683, the IBT and any other IBT affiliated entities. From the date this Affidavit and Agreement is approved by the IRO, and for a period of one year thereafter, Local 683, the IBT and any other IBT entities shall not make, nor shall I accept, any contributions on my behalf to any pension, health and welfare, severance or other benefit fund.

7. I represent and agree that I shall not take or accept after the expiration of the twelve (12) months period, described above, any compensation or remuneration in money or other things of value from Local 683, the IBT or any other IBT affiliated entities to replace any compensation and benefits I may have lost pursuant to this Affidavit and Agreement.

8. I acknowledge and agree that I shall be permanently expelled from membership in the IBT and permanently barred if I testify falsely under oath in any future IIO examination or if I knowingly associate with any person who has been barred from participating in the affairs of the IBT and/or IBT affiliates.

9. I have entered into this Affidavit and Agreement on the understanding that the IBT will not proceed with the charges described in paragraph 1.

10. I understand and agree that this Affidavit and Agreement will be submitted to the IRO for her review and approval, if she deems it appropriate. I understand that no representations have been made as to whether this Affidavit and Agreement will be approved by the IRO. If this Agreement is not approved by the IRO there shall be no Agreement.


11. I make this Affidavit and Agreement freely, under no duress or coercion of any kind.

Dated: ^{April} ~~March~~ 8, 2019.



Todd Mendez

Agreed:

 4/8/19

For the IBT

Approved:

Independent Review Officer

-----X
 In The Matter of :
 William A. Moore :
 :
 : AFFIDAVIT AND AGREEMENT
 :
 Before the :
 :
 INDEPENDENT REVIEW BOARD :
 :
 -----X

STATE OF KANSAS)
) ss.:
 COUNTY OF SHAWNEE)

William A. Moore, being duly sworn, deposes, says and agrees as follows:

1. The Independent Review Board ("IRB"), appointed pursuant to the Consent Order entered March 14, 1989 in United States v. International Brotherhood of Teamsters, 88 CIV 4486 (LAP) (S.D.N.Y.) (the "Consent Order"), recommended in a report dated September 15, 2008, that the International Brotherhood of Teamsters ("IBT") file charges against me. IBT General President Hoffa filed the charges and scheduled a hearing on those charges, which allege that I brought reproach upon the IBT and otherwise violated the IBT Constitution when I testified falsely under oath concerning the last time I had seen permanently barred IBT member Dane Passo.

2. I make this Affidavit and Agreement ("the Agreement") to resolve the charges described in paragraph 1. This Agreement does not constitute an admission or denial of the charges.

3. I represent and agree to the following:

- a. I am a member of the IBT and a member of IBT Local 696.
- b. I am the President of Local 696 and the Secretary-Treasurer of the Missouri-Kansas-Nebraska Conference of Teamsters.
- c. I am also an International Representative for the IBT.

4. I hereby agree to serve a twelve (12) month suspension from holding office or employment with Local 696, the Missouri-Kansas-Nebraska Conference, the IBT or any other IBT entities, beginning effective on November 3, 2008 and ending November 2, 2009. I may maintain my membership in Local 696 and the IBT during the period of this suspension.

5. During the period of my twelve (12) month suspension, Local 696, the Missouri-Kansas-Nebraska Conference, the IBT and any other IBT entities shall not pay to me, nor shall I accept, any salary, severance payment, allowance, fee or compensation of any kind, except that I may receive any compensation or benefits which have accrued to me prior to the effective date of this Affidavit and Agreement.

6. During the period of my twelve (12) month suspension, I will receive no benefits, gratuities, severance payments or gifts of any kind whatsoever from

Local 696, the Missouri-Kansas-Nebraska Conference, the IBT and any other IBT entities. From the effective date forward to the end of my suspension, Local 696, the Missouri-Kansas-Nebraska Conference, the IBT and any other IBT entities shall not make, nor shall I accept, any contributions on my behalf to any pension, health and welfare, severance or other benefit fund.

7. I represent and agree that I shall not take or accept after the expiration of my suspension, any compensation or remuneration in money or other things of value to replace the compensation and benefits lost pursuant to this Affidavit and Agreement.


8. I acknowledge and agree that I shall be permanently expelled from membership in the IBT and permanently barred if I testify falsely under oath in any future IRB examination or if I knowingly associate with any person who has been barred from participating in the affairs of the IBT and/or IBT affiliates.

9. I have entered into this Affidavit and Agreement on the understanding that the IBT will not proceed with the charges described in paragraph 1.

10. I understand and agree that this Affidavit and Agreement will be submitted to the IRB for its review and, if approved by the IRB, it will be submitted to the United States District Court for the Southern District of New York, whereupon it will be entered as a Court Order. I understand that no representations have been made as to whether this Affidavit and Agreement will be


approved by the IRB or by the United States District Court for the Southern District of New York. Approval of this Affidavit and Agreement by the IRB and the United States District Court for the Southern District of New York shall resolve the charges described in paragraph 1. If this Agreement is not approved by the IRB or the United States District Court for the Southern District of New York, there shall be no Agreement.

11. I make this Affidavit and Agreement freely, under no duress or coercion of any kind.




William A. Moore

Agreed:



For the IBT

Approved:



For the IRB

So Ordered:
Hon. Loretta A. Preska

United States District Judge

In the Matter of Joseph G. Vitta x
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Before the :
 :
Independent Review Board :

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AFFIDAVIT AND AGREEMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

Joseph G. Vitta, being duly sworn, deposes and says, and agrees as follows:

1. The Independent Review Board ("IRB"), appointed pursuant to the Consent Order entered March 14, 1989 in United States v. International Brotherhood of Teamsters, 88 Civ. 4486 (DNE) (SDNY) (the "Consent Order") recommended in a report dated August 23, 2004 that Joint Council 16 file charges against me. Joint Council 16 scheduled a hearing on those charges filed against me alleging that I brought reproach upon the IBT and otherwise violated the International Constitution in my contacts with Anthony Rumore during his disciplinary suspension and by my sworn examination testimony concerning those contacts.

2. I make this Affidavit and Agreement (the "Agreement") to resolve the charges described in paragraph 1. This Agreement does not constitute an admission or denial of the charges.

3. I represent and agree to the following:
- a) I am a member of the International Brotherhood of Teamsters ("IBT") and a member of IBT Local 812;
 - b) I am the Local 812 Recording Secretary and a Business Agent;
 - c) I am a Trustee of the Local 812 Health Fund; and

J.G. Vitta

d) I am a Trustee of the Soft Drink and Brewery Workers Local 812 Retirement Fund.

4. I hereby agree to serve a one-year suspension from holding office, employment and membership with Local 812 and any other IBT entities, and to serve a one-year suspension as Trustee of the above-mentioned Funds effective the date ("the effective date") the IRB approves this Agreement.

5. For a period of one year from the effective date forward, Local 812 and any other IBT entities shall not pay to me, nor shall I accept, any salary, severance payment, allowance, fee or compensation of any kind, except that I may receive my vested benefits.

6. For a period of one year from the effective date forward, I will receive no benefits, gratuities, severance payments or gifts of any kind whatsoever from Local 812 and any other IBT entities. From the effective date forward to the end of the suspension period, Local 812 and any other IBT entities shall not and have not made, nor shall I accept any contributions from Local 812 and any other IBT entities on my behalf to any pension, health and welfare, severance or other benefit fund.

7. From the effective date of this Agreement for a period of 1 year, ending 365 days later, I shall not attend or participate in any manner in any of the activities or affairs of Local 812 or any other IBT entities, including, but not limited to, meetings, discussions, negotiations, votes or any other business or activity of Local 812. I shall not enter or telephone the offices of Local 812 or any IBT entities.

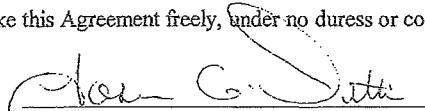
8. I represent that I shall not take or accept after the expiration of the suspension period, any compensation or remuneration in money or other things of value to replace the compensation or benefits lost pursuant to the Agreement.

*A.V.
M.S.*

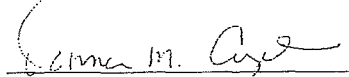
9. I have entered into this Agreement on the understanding that the Joint Council will not proceed with the charges described in paragraph 1.

10. I understand and agree that this Agreement will be submitted to the IRB for its review and, if approved by the IRB, it will be submitted to the United States District Court for the Southern District of New York, whereupon it will be entered as a Court Order. I understand that no representations have been made as to whether this Agreement will be approved by the IRB or the United States District Court for the Southern District of New York. Approval of this Agreement by the IRB and the United States District Court for the Southern District of New York shall resolve the charges described in paragraph 1. If this Agreement is not approved by the IRB or the United States District Court for the Southern District of New York, there will be no Agreement.

11. I make this Agreement freely, under no duress or coercion of any kind.

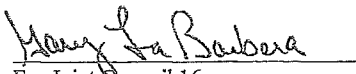

Joseph G. Vitta

Sworn to before me this
30 day of December 2004

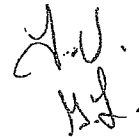

Notary Public

DONNA M. COYNE
Notary Public, State of New York
No. 01006100663
Qualified in Orange County
Commission Expires October 27, 2007

Agreed:


For Joint Council 16

Dated: 1/6/05



Agreed:



For the Independent Review Board

Dated: 1/13/05

So Ordered:
Honorable Loretta A. Preska



U.S. District Judge

Dated: January 27, 2005

L.A.P.
1/27