

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JAMES P. HOFFA
General President

25 Louisiana Avenue, NW
Washington, DC 20001



KEN HALL
General Secretary-Treasurer

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March 18, 2021

VIA EMAIL

Mr. Todd Mendez
9950 Conejo Road
Santee, CA 92071

Re: IIO Proposed Charges against former Local 683 Secretary-Treasurer
Todd Mendez

Dear Sir and Brother:

You will find enclosed the Report and Recommendations of the Panel that conducted the hearing on the charges filed against you. I have had the opportunity to review the Panel's findings and conclusions and hereby adopt them as my own.

The Panel's recommendation is reissued as the decision of the General President.

Fraternally yours,

A handwritten signature in black ink that reads "James P. Hoffa".

James P. Hoffa
General President

JPH/brc

Enclosure

cc (via email): General Executive Board
Robert Luskin, Esq., Independent Disciplinary Officer
Hon. Barbara Jones, Independent Review Officer
Bradley T. Raymond, IBT General Counsel
Roland Acevedo, Esq.
Rebecca S. Tinio, Esq., Co- Chief Civil Frauds Unit, United States
Attorney's Office, Southern District of New York
Hearing Panel
Lee Fletcher, Secretary-Treasurer, Teamsters Local Union 683

**REPORT AND RECOMMENDATIONS OF HEARING PANEL
APPOINTED TO HEAR CHARGES AGAINST FORMER LOCAL 683
SECRETARY-TREASURER TODD MENDEZ**

Introduction

On August 28, 2020, the Independent Investigations Officer (“IIO”) issued a report to General President Hoffa (2020 IIO Report), recommending that the following charges be filed against former Local 683 Secretary-Treasurer Todd Mendez:

Charge 1

While a Local 683 officer, you embezzled and converted Local 683 funds to your own use, violated Federal law and committed an act of racketeering in violation of 29 USC Sec. 501 (c), the IBT Constitution, Art. XIX, Sec 7 (b)(3) and (11) and Art. XXII, Section 4 (e), and the permanent injunction in United States v. International Brotherhood of Teamsters; to wit:

As described in the above report, in December, 2018, while Secretary Treasurer of Local 683, you embezzled at least \$110,120 from Local 683 through causing the issuance of payments and transferred Local money to pay for unapproved payments for salary, vacation, severance and bonuses to yourself and six other then-Local employees without required authorization and without a union purpose.

Charge 2

As described in the above report, while the Local 683 Secretary Treasurer, you brought reproach upon the IBT when you breached your fiduciary duties, failed to meet with or designate a willing and qualified representative to meet with the incoming officers during the period between the date of the election and the end of the term to review pending grievances, open contract negotiations, and the Local’s financial records, and destroyed union property and records in violation of 29 USC Sec. 501 (a), IBT Const. Art. XXII, Sec. 2 (c), and IBT Const. Art. XIX, Sec. 9 (b) (1) and (2).

Charge 3

As described in the above report, you brought reproach upon the IBT when you violated your membership oath, knowingly harmed a fellow Teamster, and retaliated and threatened to retaliate against a fellow Teamster for exercising rights under the IBT Constitution in violation of IBT Const. Ar. II, Sec. 2 (a), Art. XIX, Sec. 7 (b) (2) and (1): to wit: you engaged in a pervasive pattern of verbal and physical harassment of officers, employees, Local 683 members and their families.

On September 1, 2020, General President Hoffa adopted and filed the recommended charges. Subsequently, General President Hoffa appointed a Hearing Panel (“Panel”) comprised of the following uninvolved members: John Murphy, International Vice President; Tony Andrews, Secretary Treasurer of Teamsters Local 305; and Jim Kabell, International Trustee. Brother Murphy was designated to serve as the Panel’s chair. The Panel was given the responsibility of hearing the evidence and making a full report to General President Hoffa.

A hearing on the charges was initially scheduled for December 15, 2020 at the Hilton San Diego Airport/Harbor Island Hotel in San Diego, CA. In view of the ongoing pandemic and related restrictions imposed by local government officials, the hearing was rescheduled for January 20, 2021, and was conducted remotely via Zoom.

Brother Mendez appeared and participated in the hearing. The charges were presented by Roland R. Acevedo, Esq. Local 683’s attorney, Florice Hoffman, and Local 683’s current Secretary Treasurer, Lee Fletcher, “attended” the hearing (remotely). Brother Mendez and Mr. Acevedo were given the opportunity to provide written submissions in addition to their arguments during the hearing, all of which have been duly considered.

The following findings and recommendations of the Panel are based on the entire record, including exhibits and sworn testimony appended to the IIO’s report, the testimony and demeanor of Brother Mendez at the Panel hearing, other documents entered into evidence, and the oral and written arguments made in support of and in opposition to the charges.

Brother Mendez's background

Brother Mendez first became a Teamster in 1999, while employed by Sysco Foods, an employer under contract with Local 683. He was appointed to fill the office of President of Local 683 in 2004 and was hired by the Local as a business agent in 2005. He was elected to the office of Secretary Treasurer in 2009, a position he held until his most recent term expired on December 31, 2018. In this regard he was defeated in the Local Union's officer election in December of 2018. He has been on withdrawal, and thus has not been a union member, since April 26, 2019.

The 2019 IIO recommended charge

On March 6, 2019, the IIO recommended that a charge be brought against Brother Mendez for having allegedly given "intentionally false testimony" on February 2, 2017, more than two years previously. The testimony pertained to the origin of certain settlement papers that in October of 2015 were prepared in connection with the settlement of a civil case that had been brought against the Local and Mendez in May of 2015.

The Plaintiff in the civil case was Krista Alvarez, who had been employed by the Local as a clerical employee prior to her termination in February of 2015. The complaint contained allegations of pregnancy discrimination, sex harassment and wrongful termination and, as indicated, named both the Local and Brother Mendez as defendants.

The case was settled on October 6, 2015. Mendez and the Local were represented by Florice Hoffman, Esq., the same lawyer who currently represents the Local. The IIO contends that Mendez insisted that the settlement contain a confidentiality provision designed to minimize the likelihood that the lawsuit and settlement could be used to challenge Mendez's candidacy in the Local's officer election then scheduled to occur at the end of 2015. It is undisputed that in 2016 and 2017 Mendez signed and caused to be filed two LM-2 reports with the US Department of Labor which reported the settlement. 2019 IIO Report, Exhibits 2 and 5; see also 2020 IIO Report, Exhibit 6.

At issue during the investigation leading to the 2019 IIO Report was the origin of the settlement papers for the 2015 lawsuit. These papers include a document dated October 6, 2015, which purports to be a "Confidential Settlement Agreement and General Release." 2019 IIO Report, Exhibit 17. Among other things this document contains (in paragraph 7) comprehensive language purporting to require

that the agreement, its terms and the underlying dispute be kept confidential. Attorney Hoffman, the plaintiff, her attorney and Mendez signed this agreement on October 13, 2015.

In addition, there are six documents, entitled “Confidentiality Agreement,” which were signed by individual members of the Local’s then Executive Board in 2015. These agreements purport also to require confidentiality regarding the settlement of 2015 lawsuit, and provide further that the signer agreed to pay liquidated damages to the Local in the event of any breach of his confidentiality commitment. 2019 IIO Report, Exhibit 23; see also 2020 IIO Report, Exhibit 6.

In his 2017 sworn examination, Mendez testified that the confidentiality agreements were drafted by attorney Florice Hoffman, Esq. Nearly a year later, in January of 2018, the IIO conducted a sworn examination of Ms. Hoffman who acknowledged signing the October 6, 2015 “Confidential Settlement Agreement and General Release” but claimed she had never seen the “Confidentiality Agreement” signed by the individual members of the Executive Board. The IIO never asked Brother Mendez about this discrepancy.

In either case, when the IIO issued its 2019 Report, Mendez had been out of office for over 2 months. The IBT and Mendez executed an affidavit and agreement settling the charge recommended by the IIO in its 2019 Report, with Mendez agreeing, among other things, that he would not hold union office or employment for a period of one year from the date on which the agreement was approved by the IRO, a penalty previously approved by the IRB in another matter involving allegations of false testimony by a union official. This agreement has been pending before the IRO since April of 2019.

The 2020 IIO recommended charges

Sometime after the settlement of the 2019 IIO charge was submitted to the IRO, the IIO and/or the current officers of Local 683, apparently decided to object to the settlement based on entirely new and different allegations of misconduct against Brother Mendez. These new allegations involved Mendez’s actions shortly before and shortly after his term of office in the Local expired on December 31, 2018. Local 683’s current officers could have, but didn’t, bring charges directly against Mendez under Article XIX of the IBT’s Constitution and the Local’s Bylaws. Affidavits were provided by the Local’s current administration in July and August - **of 2020**. See 2020 IIO Report, Exhibits 8, 11, 23, 29 and 32. Once again, the IIO

made no effort to obtain Brother Mendez's position regarding these new allegations. Then, on August 28, 2020, one year and eight months after Mendez's term of office expired, the IIO issued its Report recommending the current charges.

The Panel's findings regarding the charges

To sustain the charges against Brother Mendez, we must find that they are supported by a preponderance of reliable evidence. This means that each allegation must be supported by facts, as opposed to speculation or supposition. When exhibits are cited as support for factual assertions, they must in fact support them. Here, in a number of instances, the evidence falls far short of this requirement.

In addition, we are concerned that the charges that were brought against Brother Mendez in 2019 and again in 2020 could reflect politically motivated efforts by the Local's current officers to use the procedures of the Final Order to effectuate political retribution against him. The timing in which allegations concerning a 2015 settlement of a civil case, which were first raised against Brother Mendez in 2017 and then, after a sworn examination of the Local's attorney in 2018, led to a charge recommendation in 2019, is extremely troubling. Similarly troubling is the timing of the current Local officers' efforts to raise the issues that led to the 2020 charge recommendations, months after a settlement of the 2019 charges was presented to the IRO and years after Mendez had left office. In point of fact the alleged conduct set forth in the 2020 charge recommendation allegedly occurred more than one year and eight months, after Brother Mendez lost the election in 2018. This fact significantly impairs the credibility of the new charges. Thus, under the scenarios presented by the IIO in the 2020 IIO Report, claims about Brother Mendez's actions leading up to and shortly after he left office at the end of 2018, were first summarized in affidavits that were signed in July and August of 2020.

Inexplicably, the IIO again chose not to seek Brother Mendez's position regarding these new allegations before recommending charges against him. In either case, in evaluating the evidence marshalled by the IIO in support of the present charges, we are stunned not only by the lack of real evidence supporting a number of the IIO's claims, but also by the failure by the Local's current officers to raise their concerns about Mendez's alleged misconduct on anything resembling a timely basis.

Charge 1

Charge 1 asserts that as his term of office was expiring in late 2018, Mendez embezzled “at least” \$110,120.00 from the Local in the form of “unauthorized” and “extraordinary” payments of vacation, severance, salary and an anniversary bonus for himself and 6 other employees and officers. Of course, such payments would have been improper if they were made without the existence of established policies in the Local or without obtaining appropriate approvals. In sustaining similar IIO recommended charges against two departing officers of Local 186 several years ago, the IBT soundly rejected claims that there was a “past practice” of providing severance pay. There, the purported “past practice” amounted to allegations of what had supposedly happened 20 years previously, and there were no documentation or written policies otherwise confirming such a past practice. William Elder and Douglas Saint (2017).

Here, the record confirms the existence of an established policy of paying officers and employees of the Local annual anniversary bonuses, severance pay and accrued vacation. These policies were established no later than 2013. 2020 IIO Report, Exhibit 12. Indeed, accrued “severance pay” was reported on the Local’s LM-2 filings well before 2018. 2019 IIO Report, Exhibits 2 (page 26) and 5 (page 26). Brother Mendez has explained, without contradiction, that the calculations for severance and accrued vacation were done by the Local’s office manager and CPA. See Mendez Exhibit 55. [The Local’s current principal officer and its attorney were both present (remotely) at the hearing. They made no attempt to dispute Mendez’s testimony.] In regard to the payment of accrued vacation, we are mindful of California’s especially strict prohibitions against the forfeiture of accrued vacation. See, e.g., California Labor Code, Section 227.3. Payments made as required by California law and in accordance with established policies do not in our view constitute “extraordinary” or “unauthorized” expenditures within the meaning of the IBT Constitution and the Local’s Bylaws.

The IIO’s challenge to the calculation of vacation pay for former Business Agent Wayne Lovett [it does not appear to challenge the calculations for anyone else] also ignores evidence, which again is un rebutted, that Lovett, when hired by the Local, was given credit, for purposes of calculating his vacation entitlement, for prior service in the craft. See Mendez Exhibit 56. And, with respect to the alleged improper payment of salary to former Business Agents Sevilla and Gonzalez after January 1, 2019, the IIO appears to have ignored the fact that they were both on the payroll at the beginning of the week which began on December 31, 2018, and that they were not terminated by the incoming administration until sometime after that.

The only possibly close question is whether Mendez was entitled to an anniversary bonus, since his anniversary date was January 1 and his term of office expired on December 31. Mendez, however, testified, again without contradiction, that he had verified his eligibility for an anniversary bonus even if he lost his 2018 election with an IBT auditor who reasoned that at that point he would have still worked an entire 12 months during 2018. Contrary to the IIO's suggestion in its Report, there was nothing to "prorate" with respect to Mendez entitlement to an anniversary bonus since Mendez worked the entire year of 2018.

The IIO's assertions to the effect that some or all of these payments were made on or after January 1, 2019, the day after Mendez term had expired, are not supported by the evidence cited in the IIO's Report. We are perplexed by the IIO's contradictory claims in this regard to the effect that "the payouts for the severance were dated January 1, 2019, although they had cleared the bank by automatic deposit in December 2018." In our view, either the payments were made on or after January 1, or they weren't. In support of the claim that they were made on January 1, the Report cites 2020 IIO Report, Exhibits 10 and 15. Exhibit 10 is a memo from IBT Auditor Heather Wieker, who came to the Local during the week of January 14, 2019, two weeks after the new administration had assumed office and after they requested her assistance in addressing issues they claimed to have encountered on and after January 1, 2019. The memo does not purport to be an audit, and in general reports what the new officers of the Local apparently told Wieker after she arrived. 2020 IIO Report, Exhibit 15, appears to be an unverified audit chart, again supposedly from Ms. Wieker. But it does not say that. Significantly, the record does contain a bank statement for the Local's bank account covering the month ending on December 31, 2018. See 2020 IIO Report, Exhibit 17. But, the IIO did not present the following month's bank statement, which could have confirmed the dates on any checks signed by Mendez the previous month after they cleared. There is simply no evidence in the record, certainly no reliable evidence, supporting the IIO's finding that payments were made to Mendez and other officers and employee on or after January 1, 2019, after their terms of office had expired.

Moreover, the IIO's suggestion that Mendez's payments to himself and other officers at the end of his term placed the Local in financial jeopardy is simply untrue. As of January 1, 2019, the Local had cash assets of \$131,743.00 and net assets of \$1,382,281.00. 2020 IIO Report, Exhibit 4.

Finally, and although this does not appear to have been part of the IIO's recommended charges, we are puzzled by the IIO's claim that Mendez caused the Local improperly "through a dues check-off, to pay the January 2019 union dues for

himself and several other members of the former Executive Board.” “Check-off,” as the term is commonly understood, connotes the deduction of union dues from an employee’s paycheck. If that is what happened here it would not necessarily have been improper. Neither the record nor the IIO’s Report explains what the IIO was trying to infer on this point.

In view of the foregoing, the panel has concluded that Charge 1 is not supported by a preponderance of reliable evidence.

Charge 2

As experienced union officials, each member of this Panel fully understands the importance of ensuring an orderly transition when there is a change in administration following a contested election. This means maintaining and turning over all property and records of the local to the incoming officers. Relegating newly elected officers to attempting to perform their responsibilities without access to the Local’s grievance and negotiations files, financial records, computer data bases, and other property etc., is unacceptable and at odds with the departing officers’ “oath of office.” The obligations of departing officers was explicitly enshrined in Article XXII, Section 2 (c) of the IBT Constitution at the 2016 Convention.

Here, the record is complicated by the lack of timely action by the officers who succeeded Brother Mendez and his administration and inconsistency in the evidence cited by the IIO in its report. Evidence that the Local’s computer systems were disabled or vandalized by the outgoing administration consists, essentially, of an affidavit from the Local’s computer consultant, which was signed on August 20, 2020, one year and eight months after the new administration was sworn in. 2020 IIO Report, Exhibit 29. There is also an undated and unsigned document purporting to be an “IT Report.” 2020 IIO Report, Exhibit 28. We do not know who prepared this report or when. Current Local 683 principal officer Lee Fletcher has provided sworn evidence that he was prevented from obtaining access to the Local’s offices on January 1, 2019, and that he did not actually obtain access until January 2, 2019. He further claims that after encountering what he described as a lack of cooperation by the Local’s then IT consultant, he contacted a new consultant on or after January 5, 2019 who, he says inconsistently, arrived at the Local’s offices on January 1, 2019, four days before he was supposedly retained. 2020 IIO Report, Exhibit 8. The new consultant’s affidavit also asserts that he was retained and obtained access to the Local’s offices on January 1, 2019, at least four days before Fletcher says he was retained. 2020 IIO Report, Exhibit 29. So far as we can determine from the record, the IIO made no effort to clarify this apparent inconsistency.

We are mindful that Brother Mendez could and certainly should have handled the situation better than he did. The responsibility for ensuring that the requirements of the IBT Constitution were fulfilled was his. He could delegate tasks associated with conveying files, passwords and records to others, but in our view he could not delegate his **responsibility** for ensuring that these tasks were in fact completed on a timely basis. Under the recently enacted Article XXII, Section 2 (c) of the IBT Constitution, this responsibility rests with all officers. A proven failure to fulfill this responsibility would, in our view, be a proper basis for disciplining a member under Article XIX.

That said, we cannot conclude on the record before us here that Brother Mendez “destroyed union property and records” after he was defeated in the election in December of 2018. In this regard, despite claims by the incoming officers that grievance and negotiations files were missing, there is no evidence that the Local’s positions in negotiations or grievance matters were compromised in any manner whatsoever. There is no evidence or even a claim that any member was harmed. Nor are we persuaded that the Local’s computer systems, security systems or financial records were impaired by Brother Mendez before he left office given, in particular, the unexplained delay by the incoming officers in reporting their supposed concerns about these matters until months or even years later. If, in this regard, the Local’s offices were in such disarray as the IIO Report alleges when the new administration took office in January of 2019, we simply cannot explain the new officers’ failure to report these matters to the IIO until, apparently, well over a year later. Nor can we explain the new administration’s failure to bring internal union charges against Brother Mendez and his fellow Executive Board members under Article XIX of the IBT Constitution.

In these circumstances, we recommend that Charge 2 be dismissed.

Charge 3

Charge 3 accuses Brother Mendez of engaging in “a pervasive pattern of verbal and physical harassment of officers, employees, Local 683 members and their families.” The evidence marshalled by the IIO to support the charge is, again, underwhelming.

In support of its claim that Mendez engaged in a “pervasive pattern of verbal and physical harassment” the IIO cites only two incidents allegedly occurring while Mendez was a member, and two incidents allegedly occurring well after Mendez had resigned his membership. The IIO properly notes that conduct when Mendez was no longer a member is not a proper subject of internal union discipline. It is, in this regard, unlawful for a union to attempt to impose internal discipline against a member for conduct allegedly occurring after the member’s resignation. See, e.g., Pattern Makers’ League v. NLRB, 473 US 95 (1985); NLRB v. Textile Workers Local 1029, Granite State Board (International Paper Box Mach. Co.), 409 US 213, 317 (1972) (“[W]hen there is a lawful dissolution of the union-member relation, the union has no more control over the former member than it has over the man in the street.”).

The first incident allegedly occurring while Mendez was a member happened on December 20, 2018, immediately after the results of the Local’s officer election were announced. According to an affidavit signed by member Robert Browning -- on July 28, 2020 -- Browning walked up to Mendez as he was walking out of the meeting at which the results of the election had just been announced, and told Mendez “you taught me a lot of things.” He says that Mendez’s son, who is not a member, said “that’s how you show loyalty, you stupid fuck” and that Mendez said “don’t worry, my clip shoots faster than your Glock.” He said that Mendez said he “would get me and my family; they are dead” and that he “didn’t know who [he] was fucking with.” The affidavit further states that after leaving the meeting, Mendez and/or his son stated “I am going to rip your fucking head off.” The affidavit does not say whether it was Mendez or his son who allegedly said this. There is no evidence that Mendez touched or assaulted Browning. There is a video which supposedly shows the incident, 2020 IIO Report, Exhibit 35, but it is not authenticated, does not identify Mendez, his son or Browning. There is no audio with this video and it does not depict a violent or threatening incident.

The second incident allegedly occurring while Mendez was a union member consists of a video supposedly taken outside of a January 2019 membership meeting. The video is also not authenticated, does not identify Mendez or any other members. The IIO’s Report asserts that it shows Mendez confronting members in a threatening manner; it does not. The Report also states that the video shows Mendez “confronting Shannon Silva, a former Local 683 Secretary Treasurer (who had originally hired him to work at the Local).” It further states that this confrontation was “serious enough for the police to have been asked to intervene.” No evidence in the record supports the IIO’s claim that Mendez confronted someone named

Shannon Silva, that police were “asked to intervene” or that Mendez confronted anyone in a threatening or physical manner. See 2020 IIO Report, Exhibit 36.

Of course, the panel does not condone any member harassing or directing threats of violence toward a fellow member. And while we understand that Mendez may have been upset about losing the 2018 officer election and should have refrained from making the comments attributed to him on December 20, 2018, there is no evidence that he engaged in any physical harassment, much “pervasive” verbal and physical harassment attributed to him by the IIO. Accordingly, we conclude that the preponderance of reliable evidence does not show that Mendez while a member engaged in a “pervasive pattern of verbal and physical harassment of officers, employees, Local 683 members and their families” warranting the imposition of discipline under Article XIX of the IBT Constitution.

Conclusion

We are mindful that Brother Mendez has not held union office or employment since his term expired on December 31, 2018, and that he has not maintained his membership since electing withdrawal status in early 2019. We are also mindful that he stated at the hearing that he has “no intentions of going back to the Local” and is “done.” Regardless, we simply cannot conclude that the three charges recommended against him in August of 2020 are supported by the evidence, let alone a preponderance of reliable evidence, and we recommend that they be dismissed.

We hasten to emphasize that we are struck by the IIO’s inadequate and incomplete investigation, as well as his apparent decision to recommend two sets of charges against Brother Mendez without ever bothering to solicit Mendez’s side of the story. This was patently unfair to Brother Mendez and, frankly, unfair to the Union, which was then called upon to pursue charges which ultimately lack evidentiary support.

The Final Order, like the Consent Decree before it, has as its purpose the elimination of racketeering and corruption from the Union and its affiliates. We do not take this goal lightly. But eliminating racketeering and corruption cannot justify the pursuit of charges which are unsupported by facts.

Here, we are deeply concerned that the charges against Brother Mendez were generated more as political retribution by Brother Mendez’s political rivals than timely vindication of wrongs allegedly committed by him.

Dated: _____.

John Murphy

Tony Andrews

James Kabell

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Dated: March 16, 2021.

John Murphy


Tony Andrews

James Kabell


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Dated: March 17, 2001

John Murphy

Tony Andrews



James Kabell

Separate Concurring Report and Recommendation

I join in the detailed findings and conclusions as stated by the other panel members but write this separate concurrence to emphasize my view that the Independent Investigation Officer (IIO) and his staff failed to fulfill their obligation under the Final Agreement and Order to conduct an impartial and thorough investigation and overstepped the proper scope of their authority pursuant to the Final Order.


As set forth in the Report and Recommendation the panel members are struck by the shoddy investigation conducted by IIO Joseph diGenova and specifically Investigator Daniel Healy. The only conclusion that I can reach from the lack of convincing evidence in this case is that the IIO made a conscious decision to focus on only one side of these allegations and consequently deprived Mendez of a fair and impartial investigation.

The goal of the Final Agreement and Order, and before it the Consent Decree, was always to rid the IBT "of any criminal element or organized crime and corruption". I have always understood and still hold the view that the authority of the Independent Review Board (IRB) and its successor the Independent Disciplinary Officers (IDO) is limited to the investigation and adjudication of allegations against members accused of association with organized crime figures, criminal racketeering and failure to cooperate with the Independent Disciplinary Officers. All other alleged acts of misconduct must be processed in accordance with XIX of the IBT Constitution. Based on my review of the record in this case and the evidence presented to the panel, it is my conclusion that the IIO and his investigator deliberately ignored their duty to act impartially in this case and thus failed to limit their investigation and subsequent charges to the objects of the Final Agreement and Order. Further, I conclude that IIO had no basis for bringing forth charges in this matter and therefore has acted contrary to his obligations under the Final Agreement and Order.

Additionally, I conclude that the allegations against Mendez by the current principal officer of Local 683 should have been filed with Joint Council No. 42 pursuant to Article XIX, Section 1 of the IBT Constitution. If Secretary-Treasurer Fletcher had followed the precepts of the Constitution in this matter, Brother Mendez would have received a speedy resolution of these charges which he was entitled to as a member. The IIO and his staff should not have allowed themselves to become embroiled in what was at best an internal union dispute.

I agree with the conclusion of other panel members that the charges were not proved by a preponderance of the evidence and should be dismissed in their entirety.

Date: March 16, 2021



John F. Murphy