

MEMORANDUM

To: Sean M. O'Brien, General President, International Brotherhood of Teamsters

From: Robert D. Luskin, Independent Investigations Officer

Date: February 14, 2024

RE: Proposed Charges Against Former L-890 Officers Crescencio Diaz, Luis Flores, Organizer/Business Agent Jesús "Chuy" Rangel and Bookkeeper Irwin Flores

I. RECOMMENDATION

Pursuant to Paragraphs 30 and 31 of the Final Agreement and Order,¹ the Independent Investigations Officer ("IIO") recommends to the IBT General President that charges be filed against former Local 890 President and principal officer Crescencio Diaz ("Diaz"), former Local 890 Trustee and Business Agent Luis Flores ("L. Flores"), Former Local 890 Trustee and Business Agent Jesús "Chuy" Rangel ("Rangel"), and Former Local 890 Bookkeeper Irwin Flores ("I. Flores")² as follows:

A. FIRST CHARGE: FAILURE TO COOPERATE WITH THE INDEPENDENT DISCIPLINARY OFFICERS

1. *Respondents:*

- a) Crescencio Diaz
- b) Luis Florez

2. *Charged Conduct:*

- a) Diaz and Luis Florez made materially false statements in their respective December 13, 2022 and January 27, 2023 sworn examinations taken pursuant to Rules³ B(1)(b)(2).
- b) Diaz and Luis Flores each made materially false statements concerning his preparation for and their collaboration with each other in advance of the August 2021 nominations for Local Union office.
- c) Diaz and Luis Flores each testified falsely and with the intention of misleading, frustrating, or otherwise impeding the IIO's investigation into the circumstances surrounding the August 2021 nominations for Local Union office.

¹ Exh. 1, Final Agreement and Order.

² Irwin Flores was always a member of Local 856.

³ Exh. 2, Rules Governing the Authorities of Independent Disciplinary Officers and the Conduct of Hearings ("*Rules*").

B. SECOND CHARGE: BRINGING REPROACH UPON IBT

1. *Respondents*
 - a) Crescencio Diaz
2. *Charged Conduct*
 - a) Diaz was aware of an inappropriate relationship between then-Local 890 Secretary-Treasurer Juan Cabrera and then-Trustee Enedina De La Torre months in advance of the Local Union's August 2021 nomination meeting.
 - b) Diaz was aware of allegations from other members that Cabrera engaged in favoritism with respect to De La Torre.
 - c) Diaz took no corrective action against Cabrera, his direct report, until years after he learned of the allegations.
 - d) Instead, and acting with the encouragement of an employer, Diaz devise and implemented a scheme that had the purpose and effect of interfering with De La Torre's right to stand for office with the Local Union.
 - e) The foregoing actions brough reproach upon the IBT.

C. THIRD CHARGE BRINGING REPROACH ON IBT

1. *Respondent*
 - a) Jesús "Chuy" Rangel
2. *Charged Conduct*
 - a) On repeated occasions, while in the workplace, Jesús Rangel behaved in a sexually inappropriate manner that was deliberately intended to demean and degrade De La Torre.
 - b) The foregoing actions brought reproach upon the IBT.⁴

D. FOURTH CHARGE: FAILURE TO COOPERATE WITH THE INDEPENDENT DISCIPLINARY OFFICERS

1. *Respondents:*
 - a) Crescencio Diaz
 - b) Luis Flores
 - c) Irwin Flores
 - d) Jesús Rangel
2. *Charged Conduct*
 - a) In or about April 2022, Crescencio Diaz prepared or instructed others to prepare documents purporting to be contemporaneous

⁴ After a diligent review of the precedential authorities, the IIO believes that whether such conduct constitutes bringing reproach on the IBT within the meaning of *Rules B(1)* is a matter of first impression.

records of attendance at general membership meetings that occurred (or should have occurred) as far back as 2018.

- b) Irwin Flores assisted Diaz in the preparation of the false documents.
- c) Luis Flores assisted in procuring signatures for the false documents.
- d) Crescencio Diaz, Luis Flores, and Jesús Rangel signed the false documents, knowing that they were false, and knowing that they were to be produced to the IIO.
- e) Irwin Flores, at Diaz' instruction, transmitted the false documents to the IIO, knowing they were false.
- f) Each took the foregoing actions with the intention of misleading, frustrating, or otherwise impeding the IIO's investigation of the Local Union's books and records.

E. FIFTH CHARGE: FAILURE TO COOPERATE WITH THE INDEPENDENT DISCIPLINARY OFFICERS

1. Respondents:

- a) Crescencio Diaz
- b) Luis Flores

2. Charged Conduct:

- a) In their respective December 13, 2022 and January 27, 2023 sworn examinations, noticed pursuant *Rules* B(1)(b)(2), Diaz and Luis Flores knowingly and falsely testified that certain documents created in or about April 2022 were accurate, contemporaneous records of the attendance at meetings that occurred (or should have occurred) as far back as 2018.
- b) Diaz and Luis Flores each knowingly and falsely denied having signed those certain documents months or years after dates shown on the documents, when in fact each had signed the documents in or about April 2022.
- c) Diaz and Luis Flores each testified falsely and with the intention of misleading, frustrating, or otherwise impeding the IIO's investigation and review of the Local Union's books and records.

II. JURISDICTION

Pursuant to paragraph 32 of the Final Agreement and Order, the IIO designates this as a matter within the jurisdiction of the General President. The Final Order requires that within 90 days of the IIO's referral to him, the General President must file with the Independent Review Officer ("IRO") written findings setting forth the specific action taken and the reason for such action. *Id.* at ¶ 2(D).

III. INVESTIGATIVE FINDINGS

A. Local 890 and its Officers and Employees

Local 890 was located in Salinas, California and had approximately 6,145 members as of its most recently filed LM-2. Exh. 3. Its members are predominantly employed in the fields of transportation and warehousing, food manufacturing and processing, and accommodation and food services.

On September 11, 2023, the principal officers of Local 890 and Local 856⁵ executed a merger agreement whose substantive terms provided for Local 890 to be merged into Local 856 as the “Local 856 Central Coast Division.” The agreement provided that then-members of the Local 890 Executive Board would be appointed to the board of Directors of the new Central Coast Division. Exh. 4 at ¶ 7. It further provided for a Central Coast Division Director (appointed by the Executive Board of Local 856) to “oversee the operation of the . . . Central Coast Division and make decisions as it pertains to the day-to-day representation of the members that make up the division.” Exh. 4 at ¶ 8. The merger was ratified by the Executive Boards of both local unions, approved by the members of both local unions, and became effective on November 30, 2023. Ex. 3 at 29.

1. *Crescencio Diaz*

Crescencio Diaz has been a Teamster since approximately 1972. Diaz Tr. 7:13-16. He was Local 890’s President and principal officer from approximately 2011 until its merger with Local 856 in November 2023. Diaz was not appointed to the board of directors of the Central Coast Division, but remains a business agent. Exh. 6.

2. *Juan Cabrera*

Juan Cabrera was Teamster from approximately July 2011 until shortly before the merger in 2023. Cabrera Tr. 6:13-16; Exh. 7 at 15.⁶ He became Secretary-Treasurer in approximately 2013. Cabrera Tr. 8:1-4. He also served as a Business Agent for, *inter alia*, Taylor Farms Retail (“Taylor Farms”). Cabrera Tr. 7:10-13 (Nov. 17, 2022).

3. *Enedina De La Torre*

Enedina De Le Torre has been a Teamster since July 2018. De La Torre Tr. 5:1-6. She was appointed to the Executive Board of Local 890 as a Trustee March 2019, filling a vacancy. De La Torre held this position until the end of the term, December 31, 2021. *See infra* at Part III.B.1.

4. *Jorge Valenzuela*

Jorge Valenzuela was a Teamster from 2015 until approximately August 2023. Valenzuela Tr. 6:3-5; Ex. 3 at 15. He was appointed Vice President of Local 890 in 2019. He also served as a business agent throughout his tenure with Local 890. Valenzuela Tr. 6:3-7:10.

⁵ Local 856 maintains its principal office in San Bruno, CA, approximately 100 miles north of Salinas, and reported 16,478 members on its LM-2 filed March 23, 2023. Ex. 5

⁶ Cabrera was expelled from Local 890 and the Teamsters in August 2023 based on charges brought by Diaz. *See infra* at Part III.C.

5. *Jesús “Chuy” Rangel*

Jesús “Chuy” Rangel has been a Teamster since approximately 2006. He held the positions of Organizer and Business Agent for Local 890, Rangel Tr. 7:5-12, positions he continues to hold post-merger in the Central Coast Division of Local 856. In September 2023, he was appointed a Trustee on the Executive Board of Local 890. *Id.* at 7:20-8:10. He subsequently became a member of the advisory board of directors of the Central Coast Division. Exh. 6.

6. *Luis Flores*

Luis Flores has been a Teamster since 1988. L. Flores Tr. 8:4-5. He is a Business Agent. *Id.* at 8:12-18. In January 2022, he became Trustee of Local 890 as a result of the election cycle beginning with his nomination in August 2021, the results of which were disputed. *See infra* at Part III.B.

7. *Lilia Sandoval*

Lilia Sandoval has been a Teamster for “over 45 years.” Sandoval Tr. 6:23-25. She was initially elected as a Trustee in 2013. *Id.* at 8:22-24. In January 2019, she became Recording Secretary by appointment. *Id.* at 8:25-9:12. Post-merger, Sandoval was appointed to the board of directors of the Central Coast Division. Exh. 6.

8. *Irwin Flores*

Irwin Flores is the son of Luis Flores. I. Flores Tr. 10:7-9. He was hired in 2017 as a clerical and later assigned the role of bookkeeper. *Id.* at 7:6-9:13. Irwin Flores has always been a member of Local 856. *Id.* at 7:15-20.

9. *Silvia Rodriguez*

Silvia Rodriguez is the TITAN Operator, a position she has held since March 2010. Rodriguez Tr. 8:1-16. She has always been a member of Local 856. *Id.*

B. Nomination Meeting

1. *Nominees*

Going into the 2021 Election Cycle, the incumbent Executive Board of Local 890 was as follows: Crescencio Diaz (President and principal officer); Juan Cabrera (Secretary Treasurer); Jorge Valenzuela (Vice President); Lilia Sandoval (Recording Secretary); Grace Monteon (Trustee); Andres Chavarin (Trustee); and Enedina De La Torre (Trustee). Ex. 7. The nomination meeting was held on Tuesday, August 10, 2021 at 10:00 am. Exh. 9 at 2.⁷

⁷ Witnesses testified that nomination meetings had traditionally taken place on Thursday evenings, the same time as general membership meetings are held, for the convenience of the members. *See, e.g.,* Valenzuela Tr. 25:13-26:7. *cf. C. Diaz* Tr. 159:13-24 (“We have the [general membership] meeting every second Thursday of the month. It has been there forever even – I came in 1985 to work for the union, they already had established that. So it has been like that ever since. *** Always at 8:00 p.m.”) Cabrera testified that Diaz deliberately altered the time of the meeting to reduce turnout. Cabrera Tr. 55:6-19. Diaz admitted he failed to set the nomination meeting by official action of the Executive Board—*see* Bylaws (Ex. 11) at 17(A) (“The Local Union Executive Board shall set the time and place of nominations and elections and [*sic*] such time and place and other relevant arrangements shall be convenient to the

The nomination meeting was chaired by Cesar Lara, Director of the Central Labor Council. Valenzuela Tr., 27:18-22. Each of the incumbents was duly renominated for an additional term in his or her respective office. There were no other nominees for the office of President, Secretary-Treasurer, Vice President, or Recording Secretary. Valenzuela Tr. 29:25-30:15; Exh. 10. However, in addition to the three incumbents, Luis Flores was nominated for the position of Trustee by Jesús Rangel and another business agent, Crispin Leon. *Id.* Exh. 10. Local 890's bylaws provided for only three Trustees. Exh. 11 at Sec. 6, page 4; *see also* Diaz Tr. 68:13-24. With four nominees for only three spots, an election would be required solely for the office of trustee, at significant cost to the Local. Diaz Tr. 70:14-17.

Although both Luis Flores and Diaz had a long personal and professional relationship, L. Flores Tr. 10:5-18, Diaz claimed it was a "big surprise" that his closest associate and friend of over thirty years had decided to put his hat in the ring for trustee. Diaz Tr. 70:18-71:1. Luis Flores likewise denied advance discussion with Diaz of his plan, claiming he felt moved to "do better for our member[ship]" by running for the trustee position, despite the cost to the Local. L. Flores Tr 31:15-19; 32:10-23.⁸

2. *Eligibility of Enedina De La Torre*

Immediately after the nomination meeting, Diaz claimed to have discovered a technical issue with De La Torre's continuous good standing that would have rendered her ineligible to stand for reelection.⁹ A cursory examination of De La Torre's TITAN dues record appears to show a dues payment due March 30, 2020, as having been paid one day late, on April 1, 2020. Exh. 12. Diaz testified under oath that he was not aware of this apparent irregularity until he examined the dues records of all the nominees immediately following the August 10, 2021 nomination meeting:

Q. So at the close of the nomination meeting there are four individuals nominated for trustee; is that correct?

A. That is correct, yes.

Q. And there were only three positions available?

A. Correct.

Q. And you realize that an election would be necessary at that -- would appear to be necessary at that time; is that correct?

A. Yes.

greatest possible attendance by all the members."); *cf.* Diaz Tr. 54:12:-57:16 (Diaz moved the nomination to the morning after "informal conversation" with members of the board. However, the 20-day minimum notice provision required by the Bylaws appear to have been fulfilled. *See* Exh. 8 (noting that the July/August/September issue of the Joint Council 7 Newsletter is published in "early July" 2021; Exh. 8.

⁸ It is noteworthy that as an employee of Local 890, Flores would not have been entitled the \$400 monthly stipend that came with the Trustee position, and thus would (and indeed has been) serving without compensation. L. Flores Tr. 24:1-25:16.

⁹ Exh. 11 at Sec. 17(C)(2). "To be eligible for election to any office in this Local Union, a member must be in continuous good standing in this Local Union and actively employed at the craft within the jurisdiction of this Local Union for a period of twenty-four (24) consecutive months prior to the month of nomination"

Q. Because -- and I believe this is your testimony that as of that time you did not know about Miss De La Torre's ineligibility?

A. I didn't know at that time, no.

Q. You had never heard anything about a potential break in continuous good service for Miss De La Torre?

A. No. I want some water.

Diaz Tr. 72:6-73:4. He further testified:

Q. So what happened next after the close of the nomination meeting?

A. What happened next? I went to my office [to check] the eligibility of everybody.

Q. And did you do that?

A. I did that.

Q. How?

A. Looking at the records, titan records.

Q. Did you do this yourself or did you ask somebody else to pull the records for you?

A. I asked somebody else to pull the records. I don't know how to operate titan.

* * *

Q. And what information did you get back?

A. Well, I checked that [De La Torre] was one day late paying her dues.

Q. And was this a surprise to you?

A. I'm sorry, what?

Q. Were you surprised by this information?

A. I was to be honest with you.

Diaz Tr. 73:5-75:19.

Diaz's testimony on this subject lacks credibility. In March 2020, De La Torre was on cash dues status. Exh. 12; Rodriguez Tr. 27:18-28:10. The Local's office was operating on a limited schedule due to the public health emergency. *Id.*, Exh. 13. Although her dues payment was received by the Local Union on March 31, 2020 (timely), the TITAN operator was not in the office and did not post the payment until the following day. *Id.*; *see also* Exh14; Rodriguez Tr. 16:14-18:2. These facts are summarized in a letter prepared by the TITAN operator, Silvia Rodriguez. Exh. 14 at 2.

The Rodriguez letter was prepared because a representative of the Office of the Election Supervisor ("OES")—in the course of reviewing De La Torre's eligibility to serve as an alternate delegate to the International's Convention held in June 2021—independently noticed the facial

discrepancy and contacted the local for an explanation. Rodriguez prepared the document at Diaz' instruction:

Q. Do you recall preparing this letter?

A. Yes.

Q. Do you recall why you prepared this letter?

A. Mr. Diaz asked me to prepare the letter.

Q. Do you recall approximately when he asked you to prepare the letter?

A. I usually do things really quickly when he asks. So the letter is dated February 18. If it wasn't that same day, it was a day after at the most.

Q. Do you recall if he said why he wanted you to prepare this letter?

A. Something about someone needing it to confirm when the payment was given, something with the -- it could be the International -- I don't know. It was someone that needed Rodriguez verification, election supervisor, something. I'm not 100 percent.

Rodriguez Tr. 20:4-21:3. *See also* Exh. 14 at 2.

Internal OES documents reflect that an OES representative spoke to "the principal officer of LU 890" in February 2021, who told OES that "TITAN operators were working ½ days due to the initial response to the pandemic. He said that it is almost a certainty that a direction to pay cash dues via credit card or a cash payment would not have been posted until the following day." Exh. 13

The OES inquiry occurred in February 2021, in connection with De La Torre's service as a delegate to the International Convention in June 2021.¹⁰ Diaz altered the traditional time of the Local's nomination meetings in May 2021 (supposedly after "informal conversation" with "all of the members of the Executive Board" Tr. 56:14-16, 57:12-58:12). *See also* Exhs. 13, 12. Diaz claims to have been having "informal meetings" about who would be running for reelection to local office, Diaz Tr. 61:6-7 (which discussions "involved" Luis Flores, *id.* at 61:23-25) around the same time, that is, before the August nomination meeting.

It is implausible that Diaz had no recollection of the irregularity in De La Torre's dues records on August 10, 2021.¹¹ He was not "surprised" by the felicitous arrival of an apparent solution to the conundrum posed by Luis Flores' equally "surprising" decision to spoil what would otherwise have been a white ballot election with no prior notice, for no compensation, and for no coherent reason.¹² Diaz, Flores, with the assistance of Rangel and Leon, deliberately planned to force De La Torre out of her position on the executive board. But why?

¹⁰ Diaz received OES' notice of De La Torre's certification as an alternate to the International Convention on June 3, 2021. Exh. 41.

¹¹ Indeed, it appears he was instructing Irwin Flores to look into her dues situation the afternoon before. *See* Exh. 15 ("Find out the last time Taylorr [*sic*] sent dues for her.")

¹² "Q. Was it your idea to be a trustee...? A. Well, I -- I had -- I put many years in the -- represent the members, and I have the right to -- to -- to run for -- for trustee to do better for our member[ship]." L. Flores Tr. 31:12-19.

C. Juan Cabrera, Enedina De La Torre, and Teresa Perez

Cabrera nominated De La Torre to fill a vacancy as a trustee on the Local's executive board on March 14, 2019. Exh 16. During the relevant time period, De La Torre was regularly employed at Taylor Farms Retail, where Cabrera was the Business Agent assigned to represent the Taylor Farms employees. De La Torre Tr. 6:18-24; 10:14-21.

Diaz was aware of an inappropriate relationship between De La Torre and Juan Cabrera well before the August 10, 2021 nomination meeting that ultimately led to De La Torre's loss of her position as trustee, as he later admitted in an internal disciplinary matter concerning charges he brought against Cabrera in 2023. Exh. 17 at 1.¹³ The trial board in that proceeding found that Diaz was informed by the Local's custodian that he had seen Cabrera and De La Torre engaging in sexual acts on Local 890's premises on "numerous occasions" over a period of "three or four years." Exh. 17.

Luis Flores also testified to being aware of the relationship between Cabrera and De La Torre. L. Flores Tr. 52:18-25. He further testified to being aware of allegations from others of Cabrera's favoritism toward De La Torre Tr. 55:8-22, and to witnessing himself that Cabrera gave De La Torre special treatment. Tr. 56:19-25.

In addition to receiving complaints about Cabrera from members, the director of HR at Taylor Farms, Teresa Perez, notified Diaz that other members were complaining about her frequent absences. Exh. 18 ("We've had complaints from some of her coworkers that she leaves whenever she wants.")¹⁴ Cabrera frequently arranged for De La Torre's absence from work for "union business," often with little notice to the employer and without following the requirements of the CBA. Perez complained repeatedly to Diaz. Exh. 19. In one email to Diaz, Perez detailed a series of absences for "union business" totaling over 389 days. Exh. 20.

Thus, when faced with overwhelming evidence that Cabrera (who in his role as business agent directly reported to Diaz) was engaged in an inappropriate relationship that involved substantial difference in power, causing resentment among other members, and drawing negative attention from an employer, Diaz took no action against Cabrera. Instead, the IIO submits, he orchestrated the removal of De La Torre from her position on the board and thus the justification for her "union business" absences. Diaz' first act following the executive board meeting at which De La Torre's loss of status became official was to send an after-hours email from his phone to Teresa Perez at Taylor informing her that De La Torre no longer held a union position. Exh. 21.

¹³ "Brother Diaz alleged that for a number of years, Cabrera maintained an intimate extra-marital relationship with Sister Enedina De La Torre, a member of Teamsters Local 890 and former Trustee of the Local Union who was employed at the Taylor Farms, a facility under contract with the Local Union. According to Brother Diaz, Brother Cabrera repeatedly utilized the Salinas office of the Local Union for illicit purposes in order to further the extra-marital affair with De La Torre."

¹⁴ In the interest of expediency, the IIO has attached Teresa Perez' original emails, which are in Spanish, as well as machine translations into English. The IIO has a good faith belief that the machine translations are sufficiently accurate for the limited purpose for which the documents are offered. The IIO will provide a certified translation in the event the matter is contested.

D. The IIO's Investigation

On February 7, 2022, the IIO received a written complaint from De La Torre alleging that Diaz had improperly cause her to be removed from her position as trustee in retaliation for her having “accused Luis Flores of workplace place harassment” as well as having “reported one other business agent of the same” Exh. 22.

On February 14th, 2022, the IIO issued a Document Request for, *inter alia*, “Minutes of all Executive Board Meetings, General Membership Meetings, Special Meetings, Nominations, or any other meeting at which union business was considered or votes were taken, **including all back-up and supporting documents** and any telephone polls” for the period from January 2018 to the present. Exh. 23 (emphasis added.)

According to witnesses, upon receipt of the IIO's document request, Diaz was “very upset about it.” Valenzuela Tr. 48:15. He called a meeting with the local's business agents and “point[ed] fingers,” saying “somebody here called IIO . . . somebody called the devil.” Valenzuela Tr. 48:12; 23-25. *See also* Cabrera Tr. 161:14-15 (“[Diaz] said that somebody brought the devil to the local.”)

On March 4, 2022, the Local produced an electronic zip file it claimed contained “all the records in the Union's possession falling within the scope of your request.” Exh. 24. Unusually, the Local's response stated, “I must assume that the issue pertains to the complaint file [*sic*] by or on behalf of Enedina De La Torre . . .” and proceeded to volunteer that an IBT auditor had reviewed both the local's financial records and De La Torre's dues records and “confirmed that De La Torre” was not eligible to run for office under these circumstances.”¹⁵

Among other deficiencies, the IIO discovered that the majority of the documents produced purporting to be General Membership minutes were produced in Microsoft Word format or were otherwise without the signature of the Recording Secretary. For twenty months within the relevant time period, no general membership meeting minutes at all were produced. No attendance sheets were provided.

In light of the deficiencies in the Local's production, and the additional questions raised by the Local's gratuitous response defense of the August 2021 nomination process, the IIO determined that an on-site review was appropriate. On March 9, 2022, the IIO issued a notice of an on-site Books and Records examination beginning March 21. Exh. 25. The Notice specifically identified “[attendance records for General Membership meetings” as being among the categories of documents to be available for examination. Exh. 25 at 2. The Local received the IIO's notice the following day, March 10, 2022. *Id.*

Upon arrival on March 21, Investigators found the Local's records in a state of disarray, and the staff was unable to locate many documents noted for review in the IIO's Notice during the three-day period investigators were on site. Among the documents that the Local was unable to locate timely were the attendance records at general membership meetings. The Local was instructed to send copies of those and other records to the IIO's office for future review. A

¹⁵ The IIO's document request made no reference to the issue of De La Torre's eligibility. Exh. 23.

follow-up email on April 6 noted the attendance records for general membership meetings as among the documents still unproduced. Exh. 26.

On the evening of April 18, 2022, Luis Flores approached Jorge Valenzuela with “attendance sheets for the membership meetings,” which Luis Flores claimed needed to be signed “because we need to take them to the IIO and we lost them” Valenzuela Tr. 62:13-21. Valenzuela testified that the documents Luis Flores asked him to sign were “from years and months prior” and that he refused to sign them. Tr. 62:24-25 and 63:1-7.

Valenzuela testified that the next morning (that is, April 19), Diaz called a meeting of the business agents at which Luis Flores and Jesús Rangel (among others) were present and at which Diaz “[b]asically tells us we have to sign these documents He said you have to sign these documents and just go back.” Tr. 64:13-65:14.

The IIO received contemporaneous communications from both Valenzuela and Cabrera. Cabrera sent a text message stating that Diaz was “fabricating membership lists . . . from the past,” to be produced to the IIO and that Diaz had “forc[ed him] to sign the fabricated attendance lists under duress.” Exh. 27. Cabrera provided photographs of Diaz in his office with what appeared to be attendance sheets on his desk, claiming at least one photograph depicted Diaz signing one of the “fabricat[ed]” documents. *Id*

Valenzuela likewise wrote in a contemporaneous email to Investigator Trimbach:

Just now Crescencio Diaz held a meeting with all of the Business Agents with the exception of Juan Cabrera. He told us what’s going on with the investigation (according to him) and he stated that we had to sign the membership meetings sign-in sheets. The other business agents, with the exception of Juan and myself, had already signed. Crescencio signed some of the sheets as well. * * * The sign-in sheets went all the way back to later 2018. Just want to document that it was quite an uncomfortable meeting and I felt that I did not have any recourse but to sign the sheets.

Exh. 28.

None of the documents that Valenzuela or Cabrera signed on April 19 was ultimately produced to the IIO. For reasons that are not entirely clear, both men testified that they were instructed to sign a second set of back-dated sign-in sheets on April 20. Cabrera testified that Diaz and Irwin Flores said he needed to sign again because “[t]hey needed to change the date on top of the attendance sheet.” Cabrera Tr. 213:14-20. Valenzuela testified Luis Flores told him he “need[ed] to sign the papers again because they made a mistake on the dates or something.” Cabrera Tr. 66:15-24. He testified that he acceded to Flores’ request to sign the second set of documents, notwithstanding their inaccuracy, because “the entire time I was informing [the IIO] about what was going on.” *Id*.

Regardless of the reason, Valenzuela and Cabrera’s testimonies agree on the existence of two different sets of fabricated sign-in sheets: one set on the morning of April 19, and another the next day. The IIO’s investigation corroborates the testimony.

Information recovered from the Kyocera scanner located in the local union’s office corroborates Cabrera’s testimony that he scanned a document to his local union email address on the morning of April 19, 2022. Cabrera Tr. 204:24-206:9; Exh. 200. Attached to the email

generated by the scanner were 16 pages of what purport to be sign-in sheets for general membership meetings as far back as 2018, captured in the form they existed on the morning of April 19. Exhs. 201A-216A. Images datable the morning of April 20, 2022 show the same documents with multiple additional signatures, including those of Cabrera and Valenzuela. Exhs. 201B-216B. In nearly a dozen cases, Diaz' signature was added to the documents in the interim. In one case, Diaz' signature has been added and then crossed out, seemingly with two different pens. *See* Exh. 209B.

To be clear, none of these "first drafts" (in either form) were ever produced by the Local to the IIO as responsive to its document request. Their existence, however, corroborates both Cabrera and Valenzuela's description of the timeline of events. The contemporaneous photographs place Crescencio Diaz at the center of the project of their production.¹⁶

Additionally, later forensic examination of Cabrera's phone uncovered early versions of the documents that ultimately *were* produced to the IIO as well.¹⁷ These photographs are produced along with the forensic reports and metadata collected at Exhibits 300A through 316A. All were taken shortly before 9:00 am on April 20, 2022.¹⁸

The documents depicted in recovered photographs are substantially identical to what was produced to the IIO on April 22, 2022, save that the versions produced to the IIO have additional signatures beyond those that were there on April 20. The corresponding documents produced to the IIO are Exhibits 300B-316B. In at least three cases (Exhs. 311B, 312B, and 314B), Diaz' signature was among those added after the photographs were taken.

The forensic evidence is clear. Take the August 13, 2020 sign-in sheet as an example (Exh. 311A/B). The metadata collected from the forensic examination of Cabrera's phone demonstrates that the document existed in the form depicted in Exhibit 311A when the photograph was taken at 8:54 a.m. on April 20, 2022. When the document was produced to the IIO two days later, it had two additional signatures: one purporting to be that of Enedina De La Torre¹⁹ on the top line, and that of Crescencio Diaz on the bottom. Exh. 311B. The same is true of the October 2020 (Exh. 312A/B) and January 2021 (Exh. 314A/B) sign-in sheets; i.e., the sign-in sheets provided to the IIO contained Diaz's and Enedina De La Torre's names, but the photographs of those documents on April 20 do not.

Apart from the forensic evidence, there are various facial inconsistencies in the documents that suggest they were not created contemporaneously with the meetings whose attendance they purport to record. For February and March of 2018, the minutes record Diaz has "excused," yet his name appears on the sign-in sheet. Exhs. 29 and 30. Diaz signed twice (on the same page) on the sign-in sheet purportedly for June 14, 2018. Exh. 31. Luis Flores and others signed twice on the document purporting to be for October 11, 2018. Exh. 32.

¹⁶ *Cf.* Diaz Tr. 166:25 to 167:7 "Q. Did you oversee Mr. Flores' work in preparing this response? A. Well, I was kind of asking him to make sure that he prepare everything and provide that to the investigator. I mean, we had just gave the IBT and I said go, we have all these documents."

¹⁷ Cabrera testified he took photographs of the second set of documents he was told to sign on April 20. Tr. 215:19-22.

¹⁸ The "Image Taken" field appears to have added an additional seven hour offset to data already recorded as UTC-07:00. The Pacific Daylight Time equivalent time the photo was taken is reflected in the "DateTime" field under "Other Metadata." "Created Date/Time" refers to the date the data was collected from the phone.

¹⁹ De La Torre testified that the signature depicted in Exh. 311B is not her signature. De La Torre Tr. 136: 14-17.

Diaz repeatedly and explicitly testified that signatures on sign-in sheets at general membership meetings are always collected “right there in the meeting”; never collected “the next day” or “the next week” or “the next year”. Diaz Tr. 179: 6-11 Likewise, Luis Flores testified that “we signed [sign-in sheets] the same day” as the meetings took place, L.Flores Tr. 89:20, and that he never recalled “signing sign-in sheets for more than one general membership meeting at a time We signed that same day when we get into the . . . union hall.”) L.Flores Tr. 89:20-90:2. He denied collecting signatures from other members on sign-in sheets for meetings that had happened in the past. L.Flores Tr. 93:6-11. After conferring with counsel, Flores later revised his testimony to state that “on some occasion that person who were in the in the meeting that forgot to sign in and I notice following day and I went to, hey, you forgot to sign, please sign the form.” L.Flores Tr. 104:18-24. He insisted that any such additions would occur “a couple of days later”, L.Flores Tr. 104:25-105:5. He testified that any such additions never ever a “long time” later, occurred only when he had personal knowledge that the individual had been present and had not signed, and only for “oversights in the recent past of a few days or less.” L.Flores Tr. 104:25-106:6.

Diaz’ and Luis Flores’ testimony about the genesis of the sign-in sheets produced to the IIO was false and intentionally misleading. The only plausible inference is that they were intended to obstruct the IIO’s investigation.

E. The “Meeting” on March 10, 2022

The question remains why Diaz, Luis Flores and those following their instructions went to such lengths to manufacture records in response to the IIO’s document request. With one notable exception, there is limited indication that the meetings for which the sign-in sheets were created have anything in common or that any extraordinary business was or should have been brought before the membership at these meetings.²⁰ Put differently, the only thing it appears the elaborate project was intended to cover up was the fact that the records weren’t being contemporaneously maintained.²¹

Indeed, Irwin Flores candidly testified to the lackadaisical attitude toward record-keeping that prevailed at the Local. He admitted at his sworn exam that he created invoices²² totaling over \$10,000 for payments made to a contractor named Jorge Jimenez for renovations done to the union hall in late summer 2021. I. Flores Tr. 76:21-83:21. Irwin Flores admitted that he used another contractor’s invoice as a template to create an invoice to match the amount that had been paid to Jimenez. *Id.* at 78:18-79:5. Jimenez did not prepare or even see the invoice. *Id.* at 81:5-12. Irwin Flores testified that Diaz told him how much the Local paid Jimenez for the work and Flores created an invoice to support a check in that amount. *Id.* at Tr. 81: 10-25. Flores admits to having used a similar process with invoices from the custodian, Sergio Politron. *Id.* at Tr. 79:17-18.

²⁰ Witnesses testified that at least some of the meetings for which the sign-in sheets were manufactured never occurred at all. Valenzuela Tr. 50:3-8; 75:16-25; 76:1-8; 77:14-78:1-9; *see also* Cabrera Tr. 186:2-19 and 231: 6-19

²¹ *See* Bylaws, Ex. 11 at Sec. 17(C)(3) (“The Local Union shall keep accurate records reflecting those members who are in attendance at each meeting”) *See also* IBT Const. Art. II, Sec. 4(a)(2) (“Any Local Union in which a meeting attendance requirement is in effect shall keep accurate records reflecting those members who are in attendance at each meeting”)

²² Exh. 33.

The work done on the hall is significant because the Local's failure to obtain membership approval for the expenditure was noted by the IBT's auditor in February 2022. Exh. 34 ("During the year of 2021, the Local remodeled its Union Meeting Hall, located at its main office. * * * Although approved by the Executive Board, advised the Local Union to reaffirm, by way of a specific motion and second, its action regarding the costs associated with the remodel of its Union Meeting Hall at a General Membership meeting.")²³ The IBT's auditor, Joe Polo, reviewed these findings with Diaz, Flores, and the other members of the Executive Board on February 14, 2022. On February 28, the International inquired what actions the Local had taken to comply with the auditor's "instructions", including the "instruct[ion] to reaffirm at a General Membership meeting, by way of a specific motion and second, its action regarding the costs associated with the remodel of the hall." Exh. 36.

Diaz did not convene a general membership meeting to "reaffirm . . . [the Board's] action regarding the costs associated with the remodel of . . . [the] Hall." Instead, following receipt on March 10 of the IIO's notice that investigators would be conducting an on-site examination of the Local's books and records, he convened a meeting of approximately six individuals in a small conference room adjacent to the union hall. Valenzuela Tr. 54:7-10; Cabrera Tr. 192:1-8. At this gathering—which did not constitute a quorum (15) under the Bylaws, Section 19(C)—Diaz, Luis Flores, and Recording Secretary Lillia Sandoval purported to make, second, and vote to approve a series of motions, including ratifying the expenditures for the hall expenses. Valenzuela Tr. 57:1-15.

The minutes of this March 10, 2022 "meeting", Exh. 37, state that a motion was made by Manuel Vega and seconded by Jose Rubio to "reaffirm the expense on remodeling of the union Hall for a[n] amount of \$20,193.75." Neither individual was present at the gathering, and neither made such a motion. Valenzuela Tr. 57:13-25. Neither individual's name appears on the document that was produced as the sign-in sheet for that meeting, and in fact it appears the document is in reality an amalgamation of sign-in sheets from earlier, unrelated meetings. *See generally* Cabrera Tr. 236-238. *See also* L. Sandoval Tr. 44:25-45:13.

Two brief video recordings of this gathering were recovered from Cabrera's cell phone. Exhs. 38, 39. A page of the document produced as the sign-in sheet is visible on the table, with over a dozen names on that page alone. There are only five individuals visible in the room: Diaz, Luis Flores, Lilia Sandoval, Jorge Valenzuela, and trustee Grace Monteon.

On March 17, 2022, Diaz signed and caused to be transmitted to the International a letter stating falsely that the Local had "compl[ie]d with the Auditor's instructions" by "reaffirm[ing] the remodel of the Union hall at the general membership meeting." Exh. 40. In reality, no such meeting had occurred. Instead, the prospect of the impending IIO examination appears to have moved Diaz to attempt to produce the illusion of compliance with the Local's bylaws and the Auditor's instructions.

This behavior is of a piece with the elaborate scheme to produce the illusion of compliance with the IIO's document requests. Rather than simply owning up to the shoddy recordkeeping practices and poor compliance with the Bylaws' meeting and approval provisions, Diaz and those acting on his instructions have by their falsification of documents and repeated

²³ Diaz had been advised in the 2018 IBT audit that "that substantial purchases/disposals of fixed assets must be approved by the membership" with a recommendation that expenditures of "more than \$10,000 must be approved by the membership." Ex. 35.

false testimony significantly obstructed the IIO’s review of the local’s records. The cover-up of what the IIO otherwise might have viewed as minor violations has instead forced the IIO to engage in a resource-intensive and time-consuming analysis of the genuineness of the records produced.

F. De La Torre’s Allegations of Sexual Harassment and Retaliation

As noted *supra*, on February 7, 2022, the IIO received a written complaint from De La Torre alleging alleging retaliation for her having reported “workplace harassment” from Luis Flores and another business agent. Exh. 22. Attached to her letter De La Torre also produced a series of screenshots of sexually explicit text messages that appeared to have been received from business agent Jesús Rangel. She testified that she received the text messages and showed them to Diaz in the first half of 2019. De La Torre Tr. 56:1-8; 65:12-68:25. She further testified that Luis Flores had also made sexually explicit and derogative remarks about her while she was at work at the Local Union, and that she had reported Luis Flores’ behavior to Diaz on several occasions, beginning in 2019. De La Torre Tr. 77:13-78:15. She further testified that she had reported the behavior of both Rangel and Luis Flores to Crescencio Diaz in May 2019, and on several times subsequent, but that Diaz had taken no action and the behavior had continued without consequence to either individual. She alleged that her removal from her position on the Executive Board (in August 2021) was orchestrated by Diaz in retaliation for her reports of misbehavior by the two business agents.

After a forensic examination of De La Torre’s phone and that of Rangel, the IIO was unable to make any conclusion as to the identity of the sender of the text messages or the time period in which they were sent. As noted *supra*, De La Torre testified she received them from Rangel in 2019. Both she and Rangel testified credibly that they had obtained new phones between 2018 and the time that the forensic examinations were made in the summer of 2022. Rangel Tr. 32:11. Rangel denies having sent the messages. Rangel Tr. 41:16; 45:13-15.

De La Torre also testified that over an extended period, Rangel repeatedly and in the hearing of others engaged in sexually demeaning and harassing remarks and behavior directed at her. By way of example, she testified that on repeated occasions Rangel used his phone to play a sexually explicit song when De La Torre arrived at the Local’s office. Tr. 42:13-23. She testified to being embarrassed by the behavior, and that she viewed it as a sexual advance.²⁴ Tr. 43:21. Both Cabrera and Valenzuela corroborated De La Torre’s testimony about the song.²⁵

Rangel admitted to being familiar with the song and admitted that he “probably” attached it to a group message that included De La Torre.²⁶ He claimed that whether the lyrics were

²⁴ In pertinent part, loosely translated, the lyrics mean “[i]f your boyfriend doesn’t lick your ass, come over this way and I will like it all.” De La Torre Tr. 84:10-13.

²⁵ “[E]very time he saw Miss De La Torre, he would play this video of this guy singing this song that -- I mean, it's kind of inappropriate if I say it but if your boyfriend doesn't go down on you, I'll do it or something like that. [E]very time she show up or every time he saw her he would play this video and he did it a bunch of different times.” Cabrera Tr. 40:18-41:5. *See also* Valenzuela Tr. 16:11-17:22. (Rangel played the song “specifically . . . directed at De La Torre,” he did so “more than once,” the song was “vulgar” and “absolutely not” characterizable as “appropriate for the workplace”; Rangel “play[ed] the song in places where others could hear it” and De La Torre repeatedly “asked him to stop.”)

²⁶ As with the other text messages, the passage of time and intervening device upgrades by the participants made it impossible to reach a forensic conclusion.

obscene “depends on the culture, the way you grow up,” but admitted that it “wouldn’t be appropriate at work.” He claims not to remember whether he ever played it at work, and denied that anyone, including De La Torre, ever asked him to stop playing it (“Nobody told me nothing.”) Rangel Tr. 55:7-51:5.

Notwithstanding the inconclusive nature of the forensic evidence surrounding the text messages produced by De La Torre, the other evidence including the credible and consistent testimony from Valenzuela as well as Rangel’s backhanded admission to “probably” sending the message with the obscene song support the conclusion that on repeated occasions, while in the workplace, Jesús Rangel behaved in a sexually inappropriate manner that was deliberately intended to demean and degrade De La Torre. The IIO submits that such conduct brings reproach upon the IBT.

IV. CONCLUSION

Local 890 was badly mismanaged. Its leadership’s reliance on family members with inadequate qualifications for important financial and record-keeping roles likely exacerbated the organizational challenges faced by any small local union with a significant component of its membership working in seasonal positions. Although the IIO of course assumes strict compliance with all provisions of a local union’s bylaws and the IBT Constitution is a worthy goal for which the leadership of any IBT entity ought to strive, the IIO recognizes that not all who fall short of that goal require the intervention of the independent disciplinary system.

But the four charged parties in this matter did not simply fall short of expectations. Together they engaged in an extensive effort to obfuscate and manufacture fictitious records, requiring an even more extensive effort on behalf of the IIO to sort out the truth. Diaz, Luis Flores, and Irwin Flores further frustrated the investigation by blatantly false testimony.

Furthermore, the local union’s leadership tolerated and encouraged a culture of extreme unprofessionalism and sexually inappropriate behavior in the workplace. Diaz showed unwillingness to take appropriate corrective action against responsible parties under his direct control, and both he and Luis Flores demonstrated a lack of candor in their testimony about the actions concerning De La Torre’s position with the Local.

The IIO hopes that the members of what is now the Central Coast Division of Local Union 856 will be better served by new leadership. The IIO submits, however, that the conduct described in this report requires disciplinary action against those responsible, and therefore recommends the adoption of the charges outlined in Part I of this report.

Respectfully submitted,

ROBERT D. LUSKIN
Independent Investigations Officer

David Kluck

Dated: Feb 14, 2024

By: _____

David B. Kluck
Chief of Staff