
MEMORANDUM

to the

IBT GENERAL PRESIDENT

AND MEMBERS OF THE GENERAL EXECUTIVE BOARD

RECOMMENDING CHARGES AGAINST STEVE BECK, STU HELFER, STACY MURPHY, LOU VALLETTA, SCOTT GONSALVES, JOEL BELLISON, AND MIKE FRITZ, AS OFFICERS OR EMPLOYEES OF LOCAL UNION 853; DAVE HAWLEY, CARLOS BORBA, MARK GLEASON, PETER NUNEZ, AND DOUG BLOCH, AS OFFICERS OR EMPLOYEES OF JOINT COUNCIL 7; AND JASON RABINOWITZ, PRINCIPAL OFFICER OF LOCAL UNION 2010

**Submitted by:
ROBERT D. LUSKIN
INDEPENDENT INVESTIGATIONS OFFICER**

July 18, 2023

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I. RECOMMENDED CHARGES

Under authority granted by Paragraphs 30, 31, and 32 of the Final Agreement and Order¹ in *United States v. International Brotherhood of Teamsters*, 88 Civ. 4486 (S.D.N.Y.), the Independent Investigations Officer recommends the following charges and specifications be laid against Steve Beck, Stu Helfer, Stacy Murphy, Lou Valletta, Scott Gonsalves, Joel Bellison, and Mike Fritz, of Local Union 853; Dave Hawley, Carlos Barba, Mark Gleason, Peter Nunez, and Doug Bloch, of Joint Council 7; and against Jason Rabinowitz of Local Union 2010:

FIRST CHARGE – BRINGING REPROACH UPON THE IBT BY ENABLING AND PERMITTING ROME ALOISE TO VIOLATE HIS SUSPENSION

That the following respondents, and each of them, during the period that Rome Aloise was suspended by order of the Independent Review Officer, knowingly and with the purpose or effect of circumventing, frustrating, evading, and disregarding said suspension, did permit, empower and enable Aloise to exercise authority from which the IRO's suspension order barred him, such acts and omissions by these respondents constituting a failure to cooperate with the independent disciplinary process of the Final Order and the IBT constitution and thereby bringing reproach upon the IBT and violating each respondent's oath as member and officer.

Respondents to First Charge: BECK, HELFER, and MURPHY, of Local Union 853; HAWLEY, BORBA, GLEASON, NUNEZ, and BLOCH, of Joint Council 7; and RABINOWITZ of Local Union 2010.

SECOND CHARGE – BRINGING REPROACH UPON THE IBT BY MAKING FALSE STATEMENTS IN THE INDEPENDENT DISCIPLINARY PROCESS

That the following respondents, and each of them, as members of the IBT, did fail to cooperate with the independent disciplinary process of the Final Order and IBT constitution, by providing material evidence under oath the respondent knew to be false, thereby bringing reproach upon the IBT and violating the respondent's oath as a member.

¹ Exh. 1, Final Agreement and Order, Dckt. 4409-1 (1/14/2015), in *U.S. v. International Brotherhood of Teamsters*, 88 Civ. 4486.

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¹ Exh. 1, Final Agreement and Order, Dckt. 4409-1 (1/14/2015), in *U.S. v. International Brotherhood of Teamsters*, 88 Civ. 4486.

Respondents to Second Charge: BECK and MURPHY, of Local Union 853

THIRD CHARGE – BRINGING REPROACH UPON THE IBT BY PERMITTING AND MAKING EXPENDITURES OF UNION MONIES WITHOUT PROPER AUTHORIZATION

That the following respondents, as members of the executive board of Local Union 853, by overt acts and by omissions, did permit and make expenditures of hundreds of thousands of dollars of Local Union 853 funds without advance approval of such expenditures by the local union executive board and/or the local union membership and/or without legitimate union purpose, such acts and omissions by these respondents violating the IBT constitution and local union bylaws, thereby bringing reproach upon the IBT and violating their oaths as members and officers.

Respondents to Third Charge: HELFER, MURPHY, VALLETTA, GONSALVES, BELLISON, and FRITZ, of Local Union 853

II. JURISDICTION

Under Paragraph 32 of the Final Order, the IIO designates this matter “as an original jurisdiction case for the General President to review.” Upon receipt, the General President “shall promptly take whatever action is appropriate in the circumstances and shall, within ninety (90) days of the referral, make written findings setting forth the specific action taken and the reasons for that action.”²

III. INVESTIGATORY FINDINGS

A. Findings of fact relative to First Charge and Second Charge against respondents BECK, HELFER, MURPHY, HAWLEY, BORBA, GLEASON, NUNEZ, BLOCH, and RABINOWITZ.

² Exh. 1, Final Agreement and Order.

1. Findings of fact relative to First Charge that are applicable to all such respondents.

1. In 2017, on *de novo* hearing of three misconduct charges against Rome Aloise, Independent Review Officer Barbara Jones held that Aloise's actions repeatedly brought reproach upon the union. She found he twice solicited and accepted things of value from separate employers he bargained against, that he negotiated a sham contract with a third employer, and that he used his authority to manipulate a local union election in favor of one of his political allies.³ To punish this serious misconduct and deter its recurrence, the IRO imposed a disciplinary penalty on Aloise as follows:

1. For two years after the date of this decision, [Aloise] shall be suspended from his positions as International Vice President, President of Joint Council No. 7, and Secretary-Treasurer and Principal Officer of Local 853.
2. For two years after the date of this decision, he shall not hold any position, elected or appointed, with the IBT, Joint Council No. 7, Local 853, or any other IBT affiliate.
3. For two years after the date of this decision, no IBT entity shall pay him, nor shall he accept, any salary, gratuities, gifts, payments, allowances, fees, benefit payments or contributions or any other compensation of any kind, except that he may receive compensation that has accrued prior to the date of this decision.⁴

The order was made effective immediately the date it issued, December 22, 2017.⁵

2. Aloise's suspension occurred during the 3-year (2017-2019) term for Local Union 853's elected officers and the 4-year (2016-2019) term for Joint Council 7's elected officers. The IBT constitution dictates the circumstances under which vacancies occur in officer positions of subordinate bodies of the IBT. Thus, the constitution directs the executive board of a local union or joint council to "determine when a vacancy exists due to the temporary unavailability of an elected officer, provided however, that if an officer is unavailable for twelve (12) months or more,

³ Exh. 2, *In Re: Rome Aloise*, Opinion of the IRO (10/24/2017).

⁴ Exh. 3, *In Re: Rome Aloise*, Order of the IRO (12/22/2017).

⁵ *Id.*

the office shall be considered to be vacant.”⁶ The length of Aloise’s suspension was 24 months, twice the constitutional minimum triggering a vacancy, therefore the local union and joint council offices he held prior to being suspended were deemed vacant by operation of the IBT constitution.

3. Local Union 853’s bylaws required the executive board to fill all vacancies that arise. Article XI, Section 1(d)⁷ of that governing document provides: “Executive Board shall fill all vacancies in the office, which occur during their term of such office for the unexpired term, in the manner provided in Article XXII, Section 9 of the International Constitution.” Local Union 853’s executive board conducted a special meeting to address this issue on December 29, 2017, one week after IRO Jones ordered Aloise suspended from office. Notwithstanding the mandate of the IBT constitution declaring Aloise’s local union office vacant, the executive board declared to the contrary that “Brother Aloise remains the elected Secretary-Treasurer of Local 853.”⁸ The board reasoned that, “[b]ecause there is no vacancy, there is no basis for appointment to serve out the remainder of [Aloise’s] term.”⁹ To reach this conclusion, the board willfully ignored the IBT constitutional provision holding Aloise’s position vacant. Instead, it voted to retain Aloise in office as secretary-treasurer of the local union but to delegate the responsibilities of that position to local union president (non-principal officer) Dennis Hart “on a month-to-month basis ... until Secretary-Treasurer Aloise returns to office.”¹⁰ The local union executive board had no authority to ignore the IBT constitutional provision declaring Aloise’s position vacant, and it likewise had no authority to ignore IRO Jones’s suspension order. It went on record doing both, retaining Aloise

⁶ Exh. 4, IBT constitution, Art. XXII, §9.

⁷ Exh. 5, Local Union E3 bylaws, Art. XI, §1(d).

⁸ Exh. 6, Local Union 853 executive board meeting minutes, 12/29/2017.

⁹ *Id.* Aside from the 6 executive board members who remained after Aloise was suspended from the board, no other person was listed as attending the meeting; in particular, no lawyer was present or addressed the meeting. Further, at this point, Local Union 853’s website continued to list Aloise as local union secretary-treasurer.

¹⁰ *Id.*

in office as secretary-treasurer.¹¹ The meeting minutes do not show that legal counsel advised the executive board to act as it did,¹² and no such advice – if given – could permissibly contradict the requirements of the IBT constitution and the local union bylaws.

4. The bylaws of Joint Council 7 also required that officer vacancies be filled. Article V, Section 3 of those bylaws provided: “In the event of death, resignation, or other termination of an officer, the Executive Board shall appoint a delegate to serve the remainder of the term of office.”¹³ No question exists that the IBT constitutional provision declared Aloise’s office in the joint council vacant because his suspension rendered him unavailable to perform the duties for more than 12 months. Accordingly, the constitutional declaration of vacancy constituted “other termination of an officer” within the meaning of the joint council bylaws provision, obligating the executive board of that body to fill the vacancy. The executive board did not do so, however. Instead, it met by conference call with its lawyer, Geoffrey Piller, on December 27, 2017, 5 days after Aloise’s suspension order became effective, and adopted a resolution to send to affiliated local unions “a memorandum regarding the status of President Aloise.”¹⁴ The memo declared that Aloise remained the joint council president, *viz.*

Because [IRO Jones’s] decision does not strip [Aloise] of his elected offices (as Judge Jones had the authority to do) and he has not resigned, Rome remains the President of Joint Council 7 for the foreseeable future. Because there is a suspension but no vacancy, there is not a basis for us to make an appointment to the Executive Board to serve out the remainder of the term. While Rome has been suspended and there are many unanswered questions, he remains the elected JC7 President.¹⁵

¹¹ Consistent with its decision not to remove Aloise from office, the executive board in its minutes declared that “[a]ll officers were present except for Secretary-Treasurer Rome Aloise who was excused,” treating Aloise as the incumbent secretary-treasurer who was merely absent, rather than the former secretary-treasurer whose disciplinary suspension rendered his position vacant. Exh. 6, Local Union 853 executive board minutes, 12/29/2017.

¹² *Id.*

¹³ Exh. 7, Joint Council 7 bylaws, Art. V, §3.

¹⁴ Exh. 8, Joint Council 7 executive board meeting minutes, 12/27/2017

¹⁵ Exh. 9, Joint Council 7 executive board letter to affiliated local unions and delegates, 12/28/2017.

The memo did not address the IBT constitution's declaration that an officer position is deemed vacant if the incumbent is unavailable to perform its duties for 12 months or more. This omission demonstrates that the memo's drafter¹⁶ failed to apply (or failed to find) the most relevant decisional authority that answered all the "unanswered questions." The executive board members, obligated by their oath of office to "faithfully comply with and enforce the Constitution and laws of the International Union and Bylaws of this Union,"¹⁷ could not adopt and rely on the memo's reasoning to maintain Aloise in office without violating constitution's requirement to declare the office vacant.

5. IRO Jones promptly remedied the failures of Local Union 853 and Joint Council 7 to remove Aloise from office. In a supplemental order issued January 3, 2018, she wrote: "My decision to suspend Aloise from his leadership positions was meant, in part, to advise the IBT leadership, the IBT membership, and those who do business with the IBT that Aloise had disregarded core union principles, overstepped his authority, and failed to uphold his promise as union representative. Any IBT entity holding Aloise out as an elected or appointed official in good standing is misrepresenting his current status."¹⁸ The IRO also held that Joint Council 7 was wrong in declaring the presidency of that organization not vacant. She ordered the joint council to "correct its erroneous December 28, 2017 memorandum and reissue it to indicate that Aloise's suspension results in a vacancy under the IBT Constitution."¹⁹ She further ordered Local Union

¹⁶ Apparently Piller. Exh. 10, Piller's billing records for Joint Council 7 for the period ending 12/31/2017 included 3 entries related to the Aloise decision. The first, 12/22/2017, stated "Review Aloise decision, phone call with Executive Board re same." The second, 12/27/2017, stated "Attendance at E-Board Meeting, draft notice to locals." The final, 12/28/2017, stated "Research/draft notice to locals re Aloise decision." See also, Exh. 11 – Piller email to Joint Council 7 executive board, 12/27/2017.

¹⁷ Exh 12, IBT constitution, Oath of Office.

¹⁸ Exh. 13, IRO supplemental order, 1/3/2018, p. 2.

¹⁹ *Id.*, p. 3.

853 and Joint Council 7 each to “take the proper steps to fill the vacancy as set forth in its bylaws.”²⁰

6. The memo the Joint Council 7 executive board sent to its affiliates also drew a sharp rebuke from IBT General Counsel Brad Raymond. In an email message sent January 3, 2018 to Gary Witlen, IBT Legal Director, and Leah Ford, Executive Assistant and Counsel to the IBT General Secretary-Treasurer, Raymond wrote, “just read the memo to the Locals in JC7. you are right, what an idiot. didn’t vet this with anyone at the IBT. no reason to put something like this out last week. especially since it was wrong.”²¹

7. On January 5, 2018, Local Union 853’s executive board rescinded its previous resolution denying a vacancy in the position of secretary-treasurer and delegating the responsibilities of the position on a month-to-month basis to the local union president. The executive board noted that IRO Jones had declared the position of local union secretary-treasurer vacant; it then voted to make Dennis Hart secretary-treasurer through December 31, 2019, the balance of the term.²² The executive board then took further action to appoint other members to fill vacancies created by the designation of Hart as secretary-treasurer.²³ No other action was taken at this meeting; in particular, the minutes do not record that a lawyer attended or addressed the board.

8. The action of Local Union 853’s executive board followed by 1 day the action of Joint Council 7’s executive board to declare the presidency vacant and to appoint HAWLEY to that position.²⁴

9. A week later, on January 12, 2018, Aloise through his counsel Edward McDonald

²⁰ *Id.*, p. 3.

²¹ Exh. 14, Raymond email to Witlen & Ford, 1/3/2018.

²² Exh. 15, Local Union 853 executive board meeting minutes, 1/5/2018.

²³ *Id.* As a result, VALLETTA was elevated from vice president to president, MURPHY (referred to in the minutes as Alvelais, a married name) was appointed to vice president.

²⁴ Exh. 16, HAWLEY email to IRO Jones, *et al.*, re: compliance with supplemental IRO order, 1/4/2018.

petitioned IRO Jones *ex parte* for permission to become a paid consultant to the Western Conference of Teamsters Pension Trust Fund (WCTPTF).²⁵ Aloise stated his anticipated “duties would include working with members, employers, Local Union representatives and the Fund’s administrator to explain, enroll, troubleshoot and solve issues” across the fund’s nationwide area and that his “familiarity with many of the Local Union officials, contracts, and members will help ease the mistrust that has arisen to date with respect to the many troubled pension plans the WCTPTF is replacing.”²⁶ The WCTPTF provides pension benefits exclusively to retired Teamsters, *i.e.*, retired employees of employers in collective bargaining relationships with Teamster local unions, yet Aloise argued that the fund is “an independent entity not affiliated with the Teamsters.”²⁷

10. In the same *ex parte* petition, Aloise also sought permission to continue to serve as a union trustee to the Teamsters Benefit Trust fund (TBT), a health and welfare benefit fund that provides benefits exclusively to active Teamsters, and the SIP 401(k) Plan (SIP Plan), a multi-employer/multi-union retirement fund that provides retirement benefits to retired members of the Teamsters as well as of other unions.²⁸ As with the WCTPTF, Aloise argued that these funds were not affiliated with the Teamsters, even though they provided benefits to active or retired Teamsters and were funded as the result of Teamsters collective bargaining agreements.²⁹

11. In a letter that accompanied Aloise’s petition,³⁰ lawyer McDonald repeated this point,

²⁵ Exh. 17, Aloise letter to IRO Jones, 1/12/2018. Aloise’s petition described what he said was his lengthy and influential history with the fund, its expansion from a regional to a national organization under his leadership, and the unique skills and knowledge he said he would bring as a paid consultant to address problems associated with that expansion.

²⁶ *Id.*, pp. 2-4.

²⁷ *Id.*, pp. 2, 4.

²⁸ *Id.*, pp. 4-5.

²⁹ *Id.*

³⁰ Exh. 18, McDonald letter to IRO Jones, 1/12/2018.

declaring flatly that the WCTPTF, the TBT, and the SIP Plan “are independent entities and are not ‘IBT affiliates.’”³¹ Citing *United States v. International Brotherhood of Teamsters (Ballew)*,³² McDonald argued IRO Jones could not prevent Aloise from consulting with or being a trustee of these funds because her authority under the Final Order did not reach those entities.

12. McDonald’s letter overstated the *Ballew* holding because it failed to acknowledge the court’s authority under the All Writs Act “to require an entity that was not a party to the underlying IBT litigation to take action deemed necessary to implement the Consent Decree.”³³

13. IRO Jones rejected the Aloise petition and McDonald letter in all respects.³⁴ Where her initial order suspended Aloise from his positions as IBT vice president, joint council president and local union secretary-treasurer and directed that he not hold any position with those entities “or any IBT affiliate” for two years,³⁵ IRO Jones defined the intent of her suspension order in response to the petition “to prohibit Mr. Aloise from being employed by or consulting for (whether paid or unpaid) any affiliate entity of the Teamsters as that word, ‘affiliate,’ is used in the normal course. Meaning, any entity officially attached or connected to the Teamsters, such as pension, welfare or benefit fund or the like. ... [M]y Order is directed solely at Mr. Aloise’s participation in Teamster

³¹ *Id.*

³² Exh. 19, *United States v. International Brotherhood of Teamsters (Ballew)*, 964 F.2d 180 (2d Cir. 1992). This appeal arose from an election protest decision finding that Ballew, a trustee of the WCTPTF, impermissibly used union resources to distribute a letter attacking a pension issue Ron Carey raised during his 1991 candidacy for IBT General President. The protest decision directed Ballew to remedy the past action by reimbursing the costs of the letter and to cease and desist from such further violation in the future. The Second Circuit vacated the monetary remedy for the past action because Ballew and the WCTPTF were not parties to the Consent Decree. The court determined that the “cease and desist” order to enjoin future action would be appropriate but was mooted when Carey was elected despite Ballew’s election rules violation against him.

³³ *Id.*, *Ballew*, 964 F.2d at 184. Indeed, the WCTPTF in *Ballew* conceded that “the All Writs Act can be used ... to command some course of future conduct” on it, a non-party.³³ The Second Circuit agreed, finding permissible “a prospective order requiring Ballew to take or refrain from taking some action in order to assure the effective implementation of the Consent Decree.”

³⁴ Exh. 20, IRO letter, 1/19/2018.

³⁵ Exh. 3, *Re: Rome Aloise, Order of the IRO* (12/22/2017).

activities.”³⁶

14. Aloise subsequently violated the suspension order by taking a paid consulting position with a labor organization affiliated with the Teamsters, the State Building and Construction Trades Council of California (Building Trades),³⁷ and by continuing to serve as vice president of the California Labor Federation (Cal Fed).³⁸ In these roles, he worked “with members [and] Local Union representatives” of the Teamsters to advise on, “explain, ... troubleshoot and solve issues,”³⁹ including working with those Teamster leaders a high-speed rail project in Southern California, and to organize Uber and Lyft drivers and shuttle bus drivers.

15. Unlike his petition seeking permission for a paid consultancy with the WCTPTF and remain as trustee of other funds – or because of it – Aloise did not request permission of IRO Jones for a paid consultancy with the Building Trades or to continue as an officer of the Cal Fed, despite that both were affiliated with Teamster local unions and joint councils and received per capita tax payments from them. Cal Fed’s lawyer, Charles Scully, rendered a legal opinion to his client that the Cal Fed constitution did not bar Aloise from continuing to serve as vice president of the organization. Scully concluded that because Aloise retained his Teamster membership, he met the requirements under the Cal Fed constitution to remain in office. Thus, “nothing in the discipline imposed prevents Rome from continuing membership in Local 853 ... He thus remains a member of an affiliated labor organization which is the key qualification for any [Cal Fed] Officer.”⁴⁰ Scully’s letter predated IRO Jones’s 1/19/2018 clarification of the suspension order

³⁶ Exh. 20, IRO letter, 1/19/2018.

³⁷ Exh. 21, Building Trades LM-2 filing excerpts for 2018, 2019 and 2020, showing Aloise as a paid consultant under the name “Rome Solutions,” at a monthly rate of \$8,333 plus expenses, beginning May 2018 and continuing through December 2019.

³⁸ Exh. 22, legal opinion of Charles Scully, counsel to Cal Fed, dated 1/10/2018.

³⁹ Exh. 17, Aloise letter to IRO Jones, 1/12/2018, p. 4.

⁴⁰ Exh. 22, legal opinion of Charles Scully, counsel to Cal Fed, dated 1/10/2018.

and did not – nor could it – speak authoritatively on the question of whether IRO Jones’s suspension barred Aloise from Cal Fed office. While acknowledging the official affiliation relationship between Cal Fed and the Teamsters, Scully’s letter did not address the IRO’s prohibition against Aloise providing services to “any affiliate entity of the Teamsters as that word, ‘affiliate,’ is used in the normal course. Meaning, any entity officially attached or connected to the Teamsters.”

16. In a legal opinion to his client, Joint Council 7 counsel Geoffrey Piller questioned Scully’s legal advice to Cal Fed.⁴¹ Piller observed that whether “the Federation is ‘affiliated’ with the Joint Council in a way that *is* analogous to a Teamster-sponsored benefit trust plan would rest primarily on Joint Council 7’s payment of per capita to the Federation.”⁴² He also noted that Cal Fed is an independent labor organization in which Joint Council 7 participates, that vice presidents are elected at Cal Fed conventions and not by affiliated organizations, and that vice presidents are not required to act for the labor organizations in which they hold membership, which he opined might permit Aloise’s continued role in that organization. Piller concluded, however, that whether Aloise’s continued service as a Cal Fed vice president was permitted or not by IRO Jones was his risk alone, not that of the joint council.⁴³ On this point, Piller’s assessment of risk was wrong, for it did not warn joint council officers that they risked personal discipline by dealing with Aloise on Teamster business, where Aloise was employed by a labor organization with which Teamsters were associated.

17. Use of suspension as a disciplinary penalty under the Consent Decree has been endorsed by the Court. Thus:

Suspension is one of the most useful penalty options available under the Consent

⁴¹ See Exh. 23, Piller letter to Joint Council 7, and footnote 40, *supra*.

⁴² *Id.* (italics emphasis in original).

⁴³ *Id.*

Decree. Properly enforced, it allows the removal of individuals from officer or trusteeship positions in the Union where they may be disserving the membership and undermining the IBT Constitution and, indeed, the Union itself. The availability of suspension as a sanction in IBT disciplinary matters lends to the Consent Decree credibility and respect, and sends to the membership the message that its union is under the direction of honest officials that respect the IBT Constitution. By contrast, the suspension that is enforced only in form undermines the Consent Decree and sends the message to the membership that dishonest IBT officials are immune from the law. Moreover, the spectacle of a suspension that has become a caricature of itself deflates the morale and dampens the zeal of those who attempt to live within the law and work within the rules.

The suspended IBT official must approach his suspension with a grave sense of respect. He must accept its provisions not only in form but also in substance and spirit.

United States v. International Brotherhood of Teamsters (Friedman), 838 F.Supp. 800, 809 (S.D.N.Y. 1993) (Edelstein, J.).⁴⁴

18. Within days after IRO Jones suspended Aloise in December 2017, Aloise was instructed by IBT General Counsel Bradley Raymond that he “need[ed] to be extremely circumspect,” that “association socially is all that is allowed.” Raymond wrote, “I was very emphatic that he needs to be very careful to keep himself from any situation that could be regarded as questionable,” that the “best thing for him would be to just take two years off and be quiet,” and that “showing up at Unity [Conference], or other Union functions could get him into trouble, since it will be presumed that he is involving himself in union business affairs.”⁴⁵

19. The General Counsel advised others concerning the import of the IRO suspension order:

What this means is that it is permissible for members to communicate with Brother Aloise about purely social matters, such as holiday or birthday greetings and the like. That said, I must caution that care should at all times be taken to avoid interactions with Brother Aloise that could be alleged to violate the suspension

⁴⁴ Exh. 24, *Friedman*. Under paragraph 49 of the Final Agreement and Order, Exh. 1, *supra*, “All matters of construction and interpretation of the Consent Decree ... and obligations imposed upon members under the IBT Constitution shall continue to be governed by the decisional law established in this action by the Independent Administrator, the IRB, ... this Court, and the United States Court of Appeals for the Second Circuit.”

⁴⁵ Exh. 25, email of General Counsel Bradley Raymond to Leah Ford, Executive Assistant and Counsel to IBT General Secretary-Treasurer, 12/27/2017 (redacted of extraneous material).

Judge Jones imposed. Conversations with Brother Aloise about Union affairs, Union politics and Union business should be avoided during the two year period of his suspension.⁴⁶

20. The advice of the IBT's General Counsel was consistent with and indeed mandated by the Court's long-established opinion in *Friedman*, cited above in paragraph 17. There, Judge Edelstein instructed:

The suspended IBT official must approach his suspension with a grave sense of respect. He must accept its provisions not only in form but also in substance and spirit. Those around him must share this sense of respect and do everything within their power to see that the suspension is truly effectuated. Indeed, a suspension is not a matter of concern solely to the suspended individual, but also to the IBT community around him. Thus, when an IBT member is suspended from holding any officer or trusteeship position with the Union, but is permitted to retain his membership in the IBT, the suspended individual is afforded the opportunity to remain a member of the IBT in return for the covenant that he and his IBT community will scrupulously abide by the terms of the suspension. A violation of the suspension is a breach of this covenant, and merits the imposition of a more serious penalty.

U.S. v. IBT (Friedman), 838 F.Supp. at 809.⁴⁷

21. *Friedman* echoed Independent Administrator Frederick Lacey's instructions in *Yontek* (June 21, 1993), pp. 22-23, *viz.*

“[O]nce an individual is suspended from all IBT-affiliated Union positions, he must not seek to exert any measure of authority over the Union. He must not put any pressure, no matter how subtle, upon those who have learned to follow his lead. He must not seek to give direction of any type to any IBT body, no matter what the means. In short, he must not in any way attempt to give the impression, either to the Union leadership or membership, that he still retains any power of any sort.

It is the duty of all IBT officials to take every reasonable step to prevent a suspended or barred individual from violating this standard. This duty is an affirmative one; acquiescence in the face of a violation of a suspension order or a statutory debarment is a violation of that duty. In sum, all IBT officials in a position to do so must take positive steps toward ensuring that a suspension order or statutory debarment is effectively implemented.⁴⁸

⁴⁶ Exh. 26, email of Raymond to Ford, 1/3/2018.

⁴⁷ Exh. 24, *Friedman*.

⁴⁸ Exh. 27, *Yontek*.

22. A member or union official is required to take affirmative steps to prevent a suspended official from violating his suspension, whether by reporting the violation to the Independent Investigations Officer, protesting the suspended official's intrusion in local union affairs, or refusing to meet or speak with the suspended official.⁴⁹ A union official who knowingly permits the suspended official to violate his suspension, even through acquiescence or sitting idly by, violates his obligation under the IBT constitution and the Final Order.⁵⁰

23. In *Yontek*, the Independent Administrator issued this mandate: "In order for a suspension imposed under the Consent Order ... to be effective it is necessary that all those within the IBT who are in a position to enforce the disability scrupulously do so."⁵¹ The executive board members in *Yontek* failed this test by meeting with the suspended officer regularly for dinner at which they were given advice concerning union business. Their assistance to the suspended officer in violating his suspension or their failure to stop him from doing so resulted in 18-month suspensions from office for the executive board members for this misconduct.⁵² The business agents who failed to report or object to the suspended officer's continued involvement in the union or who met with him and received his advice were suspended 6 months from employment for their misconduct.⁵³

24. Aloise violated his suspension by participating with local union and joint council officials on Teamster activities in a pervasive way, whether openly, behind the scenes, or cloaked as a paid consultant or officer of an affiliated labor organization. As this Charge Report details, all respondents to the First Charge failed in their most fundamental obligation to scrupulously enforce Aloise's suspension. Their individual acts and omissions were far worse than those in *Yontek* that

⁴⁹ *Id.*, pp. 24-25.

⁵⁰ *Id.* at 25.

⁵¹ *Id.*, p. 22.

⁵² *Id.*, p. 29.

⁵³ *Id.*, p. 30.

warranted 18-month suspensions for officers and 6-month suspensions for business agents. As the allegations that follow here show in detail, such misconduct brought reproach upon the IBT.⁵⁴

2. Findings of fact relative to First Charge and Second Charge that are particular to respondent BECK.

25. BECK first became employed by Local Union 853 as a business agent in April 2015, moving to that position from work at the craft as a salesman for Southern Wines and Spirits (later renamed Southern Glazer's Wine and Spirits, or SGWS).⁵⁵ At the time BECK was hired as a business agent, Aloise was the elected secretary-treasurer and principal officer of the local union. BECK remained a business agent until he was elected to the position of secretary-treasurer and principal officer of Local Union 853, assuming that office in January 2023.

26. After being hired as a local union business agent, BECK was assigned work in the liquor industry and, specifically, involving his former employer, SGWS. In 2017, SGWS and the Teamsters began bargaining a new compensation scheme, the Quota Incentive Pay Program (QIPP), for members employed by SGWS in California.⁵⁶ If implemented, the employer-proposed QIPP would substantially alter how members under that contract earned compensation.

27. Aloise's suspension arose in part from his negotiation of a successor collective bargaining agreement with SGWS while soliciting and receiving Super Bowl liquor party tickets through that employer. The suspension commenced December 22, 2017, and ran through December 22, 2019. Prior to his suspension, Aloise was the lead Teamster official interfacing with SGWS, responsible

⁵⁴ Previously, the IDO referred charges to the IBT against Dennis Hart of Local Union 853, Mike Bergen and Mike Pharris of Local Union 166, and John Searcy and Leonard Smith, of Local Union 117. Those charges alleged similar misconduct of enabling Aloise to violate his suspension.

⁵⁵ Exh. 28, BECK sworn examination, pp. 8-10.

⁵⁶ Exh. 29 – Korshak email to BECK, with copy to Aloise, sent 7/5/2017, proposing dates for conducting Joint Labor Management meetings on the incentive pay program (QIPP) commencing August 2017, and Beck's reply to Korshak, copy to Aloise, sent the same date, agreeing to all dates.

for bargaining contracts and resolving issues that arose between company and union.⁵⁷ When Aloise was suspended, BECK became lead bargainer and the public face of the Teamsters in California with respect to SGWS. Aloise remained heavily involved behind the scenes, despite his suspension, doing so with the active support of BECK.

28. SGWS had already implemented the QIPP with an unaffiliated union in Chicago IL operated by a father and son duo named Duff.⁵⁸ Aloise and BECK attended a meeting in Chicago to discuss and learn about the QIPP with Stuart Korshak, lawyer to SGWS, and the Duffs in March 2018, the third month of Aloise's suspension. Travel records demonstrate that 1) Aloise flew to Chicago for the meeting, 2) he sent his flight⁵⁹ and hotel arrangements⁶⁰ to Duff and BECK prior to the trip, 3) he and BECK coordinated their lodging in order to stay at the same hotel,⁶¹ 4) BECK indeed stayed at the same hotel as Aloise,⁶² and 5) BECK listed "Negotiations" and "compensation negotiations SGWS" on the expense voucher by which Local Union 853 reimbursed him for the trip.⁶³ These documents establish that BECK and Aloise met in Chicago for SGWS negotiations on QIPP during Aloise's suspension.

29. Immediately after the Chicago meeting, BECK carried the QIPP negotiations with SGWS

⁵⁷ See Exh. 2, IRO decision issued 10/24/2017, & Exh. 3, IRO suspension order issued 12/22/2017.

⁵⁸ Aloise's relationship with the Duffs dated at least to April 2016. See Exh. 30 – email exchange between Patrick Duff, Sr. and Aloise, where Duff sent Aloise separate collective bargaining contracts covering liquor sales representatives and liquor warehouse employees represented by Duff's union, and Aloise instructed his secretary to send Duff the hourly liquor contract for Local Union 853 members. Although the contracts Duff sent Aloise appeared to be "form" or "model" contracts in that they did not name the employer the contracts covered, the signature page of each contract listed Stuart Korshak as the employer's lawyer. Korshak was lawyer to SGWS.

⁵⁹ Exh. 31, flight for Aloise from SFO to ORD, United Airlines, 3/19/2018, returning 3/20/2018, with email from Aloise to Duff and BECK sent 3/6/2018 informing them of his flight arrangements.

⁶⁰ Exh. 32, hotel arrangements for Aloise at Hyatt Regency O'Hare, check-in 3/19/2018, check-out 3/20/2018, with email to Duff and BECK sent 3/6/2018 informing them of his hotel arrangements.

⁶¹ Exh. 33, BECK email to Aloise sent 3/6/2018 ("Ok I'll change mine."), and Exh. 34, Aloise reply to BECK, 3/6/2018 ("Good idea!!!").

⁶² Exh. 35, BECK expense voucher and hotel receipt, 3/18/2018 - 3/20/2018.

⁶³ *Id.*

back to California to continue the effort to settle the compensation issue for members of the Teamster local unions under contract with SGWS in that state. None of the California Teamster local unions affected by the QIPP negotiations attended – or even knew about – the Chicago meeting where Aloise and BECK bargained details of the plan. The California negotiations were protracted, requiring Beck’s attendance in Southern California monthly if not more often in 2018 and continuing into 2019.⁶⁴

30. For most of the bargaining sessions with SGWS lawyer Korshak and the rest of the employer’s representatives, BECK’s bargaining team included Mike Pharris, then-president (non-principal officer) of Teamsters Local Union 166.⁶⁵ That local union had members employed by SGWS and thus was an interested party in the negotiations, and Pharris had business agent responsibilities in the liquor industry.⁶⁶ He and his principal officer, Mike Bergen, attended many bargaining sessions concerning QIPP with SGWS and Young’s Market Co. (YMCO), an affiliate of SGWS.⁶⁷ Pharris knew Aloise to be the IBT liquor chairman, a post he held “for quite some time” before and after his suspension.⁶⁸ During the period Aloise was suspended, Pharris attended and participated in bargaining sessions with SGWS at which BECK and Aloise were present and participating.⁶⁹ Because of the proximity of Local Union 166 to airports in Greater Los Angeles, Pharris was enlisted to provide airport transportation for BECK and Aloise, including during the period Aloise was suspended. To his colleagues at the local union, Pharris referred to BECK and Aloise as “the dignitaries.”⁷⁰

⁶⁴ Exh. 36, BECK’s expense vouchers for the period December 2017 through 2018, which show at least 25 bargaining sessions with SGWS over that span.

⁶⁵ Exh. 37, Pharris sworn examination, p. 6.

⁶⁶ *Id.*, pp. 16-18.

⁶⁷ *Id.*, pp. 80-82.

⁶⁸ *Id.*, p. 42.

⁶⁹ Exh. 38, Budai sworn examination, p. 19.

⁷⁰ *Id.*, p. 13.

31. Andrew Budai, then a Local Union 166 business agent, testified that he heard Pharris “over and over again” refer to Aloise and BECK as “the dignitaries.” Budai testified he asked Pharris, “[W]hat is dignitaries, who are they?” [A]nd he mentioned, “[E]verything goes through Rome, and obviously Steve BECK, because he was down here all the time.”⁷¹

32. In his sworn examination before the IIO, Pharris first contended that he picked up only BECK at the airport during the period of Aloise’s suspension. As the examination continued, he repeatedly used the term “dignitaries” – plural – and he explained his use of that term as follows: “To me it [the term ‘dignitaries’] was funny. I told my boss, ... ‘I might leave a little early today. I’m going to go to the car wash ‘cause I got to pick *those guys* up at the airport. *They* don’t like being picked up in a dirty car.”⁷² Pharris finally conceded that BECK was not his sole passenger:

Q So who were the dignitaries you were picking up?

A BECK.

Q By himself?

A Sometimes, I guess, if I picked up Rome, it would be Rome also.⁷³

33. On July 26, 2018, the QIPP proposal advanced by SGWS and YMCO was presented to Teamster union stewards and business agents from across California, many of whom flew into the meeting at the Hyatt Regency at John Wayne Airport (SNA) in Newport Beach CA.⁷⁴ This was an important meeting because the QIPP’s fundamentally different compensation scheme had controversial features. The meeting agenda included a detailed presentation of the results of a trial-implementation of the QIPP, so that stewards could see how the existing compensation scheme compared with the one under negotiation.⁷⁵ BECK attended the meeting to insure the proposal was presented appropriately and was understood by the audience. According to his flight

⁷¹ *Id.*, p. 16.

⁷² Exh. 37, Pharris sworn exam, p. 61 (italics emphasis added).

⁷³ *Id.*, p. 61.

⁷⁴ Exh. 39, Email traffic concerning attendees and agenda for 7/26/2018 meeting.

⁷⁵ *Id.*, p. 11.

documents, Aloise, who had taken an active role in developing the union position on QIPP in the months preceding the meeting (notably at the Chicago meeting with BECK, the Duffs, and Korshak), also traveled to Southern California 2 days ahead of the meeting and returned home at the end of the day the meeting was held.⁷⁶

34. Prior to his suspension, Aloise also was the recognized leader of Local Union 853's effort to organize workers in the cannabis industry and bargain contracts on their behalf. BECK, far from taking "affirmative steps to prevent [Aloise] from violating his suspension," repeatedly breached his obligations under the IBT constitution by enabling and welcoming Aloise's continued leadership in this area during Aloise's suspension. Perhaps most egregious was Aloise's June 20, 2018 email – sent 6 months into his suspension – to the cannabis employer Bloom, abetted by BECK, demanding that Bloom recognize the Teamsters and negotiate contracts for all its facilities.

Aloise wrote:

I have been informed by Steve BECK and Vic Shada that they were told by you that Bloom only intends to recognize the Teamsters for the San Leandro dispensary and no other part of the company. ... Prior to us moving forward in any manner that may be detrimental to Bloom and our relationship, I would like some clarification or confirmation that this is indeed your position. Just to be clear, we expect to negotiate an agreement covering each entity, grow, distribution, manufacturing, dispensaries, etc.)⁷⁷

The employer's reply to this email was equally damning, demonstrating that Aloise had attended face-to-face negotiations with Bloom just 2 months earlier in April 2018, an employer for which BECK had business agent responsibility. Thus:

This misunderstanding is unfortunate. ... I informed you in April prior to our last meeting [of Bloom's intention to grant] representation solely [in] our dispensary operation.⁷⁸

⁷⁶ Exh. 40, Aloise travel documentation for 7/24/2018 - 7/26/2018 travel.

⁷⁷ Exh. 41, Aloise email to Bloom, 6/20/2018.

⁷⁸ Exh. 42, Cassidy email to Aloise, copy to BECK, 6/21/2018.

35. BECK's consultation with Aloise on cannabis industry issues was not limited to Bloom in April and June 2018. BECK was in regular communication with Aloise and Kristen Heidelberg through the remainder of 2018 concerning organizing other cannabis employers and bargaining their contracts.⁷⁹ In January 2019, BECK sent Aloise a proposed collective bargaining agreement for DSWC, another cannabis employer, seeking his advice on it.⁸⁰

36. In his sworn examination, BECK denied that he ever discussed Teamster business with Aloise.⁸¹ He said he met Aloise for breakfast or lunch "maybe 3 or 4 times"⁸² during his suspension, but the meetings were purely social and he denied they discussed Teamster business.⁸³ As the foregoing evidence concerning SGWS and cannabis demonstrates, BECK's denials were false, blatantly so, and they constitute a failure to cooperate with the independent disciplinary process.

37. In the same examination, BECK testified that Local Union 853 lawyer Geoffrey Piller told a local union staff meeting shortly after Aloise was suspended that union staff could speak with Aloise about Teamster business and obtain historical information and advice from him but were barred from taking direction from him.⁸⁴ This statement too was false, as three reasons prove.

⁷⁹ Exh. 43, consisting of multiple separate emails about organizing and bargaining in the cannabis industry.

⁸⁰ Exh. 44, BECK email to Aloise, 1/14/2019. BECK wrote: "Could I ask your for your input on the attached final draft that was negotiated today. ... Any advice would be appreciated."

⁸¹ Exh. 28, Beck sworn examination, pp. 17-18: Q "And you never had a conversation with Mr. Aloise about any of the business of Local 853 during that period?" A "No, I did not."

⁸² *Id.*, pp. 13-14: Q "[During the period of Aloise's suspension, d]id you ever meet with him at ... locations outside the office?" A "Yes." Q "When were those?" A "You mean for, like, a lunch?" Q "For whatever." A "Yeah, I would have lunch with him maybe about four times, three or four times," including his birthday.

⁸³ *Id.*, pp. 17-18.

⁸⁴ *Id.*, p. 18: "We were told by legal counsel that we could speak with [Aloise]. We could ask for his historical knowledge, his opinion and advice on what had happened prior to us doing, you know, those jobs. What we could not do is take a direct order or direct instruction from Rome." *See also*, p. 20: "We had a meeting with Geoff Piller, and he told the whole staff what we could or could not do, and I remember that it was stated you can treat him like if you had an employee at one of your companies you represented that got suspended. You can still talk to them, have lunch with them. You can do all that type of stuff, but then he specifically said, 'What you cannot do is take direct instruction from him. He cannot give you a directive.'"

First, other witnesses who honored their obligation to enforce Aloise’s suspension denied that Piller addressed a staff meeting and gave such advice. Thus, business agent Rodney Smith testified, “That meeting never occurred. I call BS.”⁸⁵ In addition, local union vice president Lou VALLETTA testified that Piller told local union officers they could have “[c]asual conversation [with Aloise], nothing about work or anything.” VALLETTA further stated that Piller instructed “[t]hat we couldn’t go to Rome to ask him anything that had anything to do with running the local or any kind of decision process. He couldn’t get involved with anything that was happening with the local. What I remember is he said that he could have conversations about the historical knowledge of different industries, but nothing that had to do with direct dealings. He couldn’t have anything to do with that. But if somebody needed to know some history of bargaining, they could talk to him about that, so long as it didn’t influence decision-making processes.”⁸⁶ Further, HELFER testified that, in early January 2018, “I found out that we were definitely not to ask Rome for advice or questions or anything similar to that.”⁸⁷ Second, Piller’s detailed billing records show no meeting at Local Union 853 in the relevant time frame and no reference to addressing a staff or other meeting on the subject matter of Aloise’s suspension.⁸⁸ The final reason showing Beck’s statement was false was that, given the dictates of *Friedman* and *Yontek*,⁸⁹ legal advice stating that

⁸⁵ Exh. 45, Rodney Smith sworn examination, pp. 68-71.

⁸⁶ Exh. 46, Lou VALLETTA sworn examination, pp. 37-38.

⁸⁷ Exh. 47 – HELFER sworn examination, p. 73.

⁸⁸ The IDO investigation obtained billing records for legal services provided to Local Union 853 by the firm of which Piller is a member. The records obtained reported activity for the period December 2017 through November 2018. The records show that the only legal services provided to Local Union 853 with respect to the IIO matter involving Aloise pre-dated IRO Jones’s decision suspending him on 12/22/2017. The records show no further activity concerning consultation with the local union or its officers or attendance at a purported staff meeting in December, January, or any other time with respect to Aloise or his suspension.

⁸⁹ Exh. 27, *Yontek*, pp. 22-23:

[O]nce an individual is suspended from all IBT-affiliated Union positions, he must not seek to exert any measure of authority over the Union. He must not put any pressure, no matter how subtle, upon those who have learned to follow his lead. He must not seek to give

officers and business agents could seek or receive advice from Aloise or consult with him on union business during his suspension is inherently implausible because such advice if rendered would constitute professional malpractice.

38. By among other things consulting with Aloise extensively and repeatedly with respect to SGWS and cannabis employers and permitting him to attend and participate in face-to-face bargaining with two employers for which BECK was responsible, BECK enabled and permitted Aloise to violate the IRO's suspension order and brought reproach upon the union. BECK compounded these offenses with his repeated false statements to IDO staff concerning his activities with Aloise.

3. Findings of fact relative to First Charge that are particular to respondent HELFER.

39. Aloise appointed HELFER to the executive board position of Local Union 853 recording secretary in 2016.⁹⁰ HELFER knew that Aloise, the principal officer of his local union, was suspended for 2 years beginning in December 2017.⁹¹ He stated his understanding that the suspension allowed officers to “talk with [Aloise] about stuff that had gone on in the past,”⁹² “about his recollection of things, for example, what had taken place at a company.”⁹³ However, “we were

direction of any type to any IBT body, no matter what the means. In short, he must not in any way attempt to give the impression, either to the Union leadership or membership, that he still retains any power of any sort.

It is the duty of all IBT officials to take every reasonable step to prevent a suspended or barred individual from violating this standard. This duty is an affirmative one; acquiescence in the face of a violation of a suspension order or a statutory debarment is a violation of that duty. In sum, all IBT officials in a position to do so must take positive steps toward ensuring that a suspension order or statutory debarment is effectively implemented.

⁹⁰ Exh. 47, HELFER sworn examination, pp. 10-11.

⁹¹ *Id.*, p. 32.

⁹² *Id.*, p. 49.

⁹³ *Id.*, p. 33.

definitely not to ask Rome for advice or questions or anything similar to that.”⁹⁴ HELFER further said he understood that Aloise “could not tell anybody what to do.”⁹⁵

40. Local Union 853 was signatory to a project labor agreement (PLA) for construction of a high-speed rail line from Los Angeles to Las Vegas.⁹⁶ The PLA was negotiated under the aegis of the California Building Trades, and more than 60 labor unions⁹⁷ – including Teamsters Local Union 853 and other Teamster local unions in California – signed on.

41. HELFER served as Western representative to the Building Material and Construction Trade Division of the IBT. In that capacity he helped to administer the high-speed rail PLA. On November 25, 2019, HELFER traveled with Aloise to a meeting with officers and representatives of Teamsters Local Union 166 to discuss plans for proceeding on the rail project. Local Union 166 business agent Robert Stanley was present in the meeting, which consisted of HELFER, Aloise, Local Union 166 principal officer Bergen, Local Union 166 contracting compliance officer John Davidson, and two employer representatives. Business agent Stanley was concerned about Aloise’s presence. According to his sworn examination, Stanley testified, “I actually asked my president. I said, ‘Is he supposed to be here?’ And I was told that he’s working for the state building trades.”⁹⁸ For the reasons stated in paragraphs 14 through 16, *supra*, Aloise was violating his suspension by meeting with Teamster leaders on Teamster business, even under the guise of

⁹⁴ *Id.*, p. 73.

⁹⁵ *Id.*, p. 49.

⁹⁶ Exh. 48, High-Speed Rail Project Labor Agreement.

⁹⁷ *Id.*, pp. 54-65. Unions as diverse as the Carpenters, Roofers, Electricians, Plasterers, Sheet Metal Workers, Laborers, Elevator Constructors, Sprinkler Fitters, Bricklayers, Cement Masons, Pipefitters, Ironworkers, Tile Layers, Boilermakers, Insulators – in addition to the Teamsters – were signers to the agreement. The agreement was executed in 2013 but long lay dormant awaiting approval of the project by regulators and financial backers. Bergen signed the agreement on behalf of Local Union 166 and Joint Council 42. *Id.*, p. 58.

⁹⁸ Exh. 49, Stanley sworn examination, p. 20. Following the meeting, Bergen instructed Stanley to return Aloise and Helfer to the airport for the trip home; Stanley complied. *Id.*, p. 24.

acting on behalf of a different labor organization that was nonetheless affiliated with the Teamsters. HELFER knew he could not deal with Aloise on Teamster business. Even were HELFER's claim true that he could communicate with Aloise "about stuff that had gone on in the past,"⁹⁹ the high-speed rail meeting at Local Union 166 was about the present and the future. HELFER knew he could not engage with Aloise in that setting and on that subject. He did so regardless.

42. HELFER's attendance with Aloise at Local Union 166 was not the only instance where he enabled Aloise to violate his suspension. Other examples include the following:

- a. HELFER emailed Aloise a California Supreme Court ruling on independent contractors in May 2018;¹⁰⁰
- b. HELFER updated Aloise on a regulatory inquiry concerning ready-mix wages being paid to members of Local Union 853;¹⁰¹
- c. HELFER brought Aloise up to speed on the Phillips 66 Coker Segregation Project where members of Local Union 853 were employed;¹⁰²
- d. HELFER told Aloise about progress with respect to water trucks on a Chevron project;¹⁰³
- e. HELFER sought advice from Aloise on pension issues involving Fluor, an employer under Local Union 853's jurisdiction.¹⁰⁴

All of these examples involved current issues being addressed; none involved HELFER asking

⁹⁹ Exh. 47, HELFER sworn examination, p. 49.

¹⁰⁰ Exh. 50, HELFER email to Aloise, 5/30/2018.

¹⁰¹ Exh. 51, HELFER email, 6/7/2018.

¹⁰² Exh. 52, HELFER email to Aloise, 6/28/2018.

¹⁰³ Exh. 53, HELFER email to Aloise, 8/4/2018.

¹⁰⁴ Exh. 54, HELFER email to Aloise, 1/11/2019

Aloise “about stuff that had gone on in the past.”¹⁰⁵

43. Aloise, although suspended, also gave HELFER instructions. Examples included:
- a. Advising HELFER to urge ready-mix and construction members of Local Union 853 to vote no on California proposition 6;¹⁰⁶
 - b. Telling HELFER he should read an email from a trucking employer “and develop some counter arguments;”¹⁰⁷
 - c. Urging HELFER to “get some of our guys to go to [a legislative hearing] please, Teamster gear appropriate.”¹⁰⁸

Although HELFER understood that Aloise “could not tell anybody what to do”¹⁰⁹ these instructions did precisely that.

44. Also during Aloise’s suspension, HELFER served with Aloise and RABINOWITZ on the team investigating the joint purchase by Local Unions 853 and 2010 of a building that would serve as the new offices of Local Union 2010.¹¹⁰

45. Although Aloise was suspended, HELFER treated him as though he were still the principal officer of the local union. By actively engaging with Aloise, HELFER enabled and permitted Aloise to violate the IRO’s suspension order and thereby brought reproach upon the union.

4. Findings of fact relative to First Charge and Second Charge that are particular to respondent MURPHY.

46. During the relevant period, MURPHY¹¹¹ was business agent and vice president of Local

¹⁰⁵ Exh. 47, HELFER sworn examination, p. 49.

¹⁰⁶ Exh. 55, Aloise email to HELFER, 11/2/2018.

¹⁰⁷ Exh. 56, Aloise email to HELFER, 2/1/2019.

¹⁰⁸ Exh. 57, Aloise email to HELFER, 4/16/2019.

¹⁰⁹ Exh. 47, HELFER sworn examination, p. 49.

¹¹⁰ Exh. 58 – Aloise email to HELFER & RABINOWITZ, 3/12/2019. *See also*, Exh. 59 – follow-up email on same subject, 3/13/2019.

¹¹¹ Also referred to at times as Alvelais. Exh. 6 – Local Union 853 executive board minutes, 12/29/2017.

Union 853.¹¹² MURPHY knew that, once Aloise was suspended, she could not rely on him for assistance in performing her job as she previously had but instead could consult him only about things that had happened in the past.¹¹³

47. MURPHY ignored this limitation repeatedly. Instead, she actively facilitated efforts by Aloise to remain heavily involved in Local Union 853's efforts to organize non-union bargaining units and to bargain new and successor contracts, including in the following ways:

- a. MURPHY relied on Aloise to edit or draft flyers to be used to solicit support among workers;¹¹⁴
- b. MURPHY relied on Aloise to draft a letter to be distributed to employers who paid their drivers substandard wages;¹¹⁵
- c. MURPHY and Aloise consulted about which transportation employer to target in an organizing campaign;¹¹⁶
- d. MURPHY solicited bargaining advice from Aloise;¹¹⁷
- e. MURPHY forwarded a Costco bargaining conference call to Aloise, telling him, "Hi Rome, FYI just keeping you in the loop as we may need your suggestions."¹¹⁸

¹¹² Exh. 60, MURPHY sworn examination, p. 13.

¹¹³ *Id.*, p. 67: "I just – what I got out of it was that [Aloise] was still a member, that he can still attend meetings, that we can still access him for – I don't know if historical started getting used around or we could use him for a certain context."

¹¹⁴ Exh. 61, MURPHY email to Aloise, 3/21/2018 ("Help!! This [an organizing flyer] does not sound good ... Your suggestions would be welcome."); Exh. 62, Aloise email to MURPHY *et al.* sent 6/15/2018, enclosing flyer to be used to appeal to Hallcon, Compass, and WeDriveU drivers concerning pensions; Exh. 63, Aloise email to MURPHY *et al.* sent 3/14/2019, attaching flyer to be used to appeal to WeDriveU-Google drivers.

¹¹⁵ Exh. 64, Aloise email to MURPHY *et al.*, sent 10/19/2018, attaching letter Aloise drafted.

¹¹⁶ Exh. 65, Aloise email to MURPHY *et al.*, sent 9/29/2018, suggesting organizing campaign against MV Transportation.

¹¹⁷ Exh. 66, MURPHY-Aloise email exchange, 6/7/2018 (Aloise's advice: "The underlined recognition language is a give away over what we have at Compass/Transdev ... So if you go to Compass with this agreement you will have to give them this language rather than the better language we already have."); *see also*, Exh. 67, Aloise email to MURPHY, 6/7/2018 with further advice re: employer's best and final offer.

¹¹⁸ Exh. 68, MURPHY email to Aloise, 7/15/2018.

48. MURPHY also followed Aloise's lead and took his direction on negotiations. One example was a "face to face meeting" to be held "off the record" that Aloise arranged with Transdev's counsel, to take place at Local Union 853's offices on Monday, July 23, 2018, 7 months into Aloise's 2-year suspension, and included MURPHY. Aloise requested the meeting, its off the record status, and its location, all to allow the employer's counsel to hear directly from MURPHY about bargaining issues.¹¹⁹ Aloise notified MURPHY of the meeting arrangements, telling her to "let the others know."¹²⁰ Three weeks after the meeting, Aloise gave MURPHY strong advice about the negotiations: "I think these actions are important, get it done. ... They have to be shown no mercy when that bargaining begins, in fact they have to be required to do more."¹²¹

49. The extent to which MURPHY continued to consult with and rely on Aloise during his suspension is illustrated by the Hallcon and WeDriveU organizing effort in August 2018. Aloise drafted an organizing flyer for MURPHY to use, MURPHY updated Aloise on the efforts to obtain recognition or a neutrality agreement from the employer, and Aloise responded with the following instruction:

At the end of the day, that [recognition or neutrality] language has to be there. ... I think a letter has to go out to the clients this week explaining that there will be actions, and that the issue is the contactors, who already participate in our pension are refusing to give the drivers retirement security, past service credits, etc. I think you should write it, with a little help from a friend...

MURPHY responded to this as follows:

Thank God for my Friends. Your suggestions would be most helpful.¹²²

50. As these interactions show, MURPHY relied on Aloise as the principal driver of organizing and bargaining activities within Local Union 853, activity that was occurring presently and was

¹¹⁹ Exh. 69, Aloise email exchange with Transdev employer counsel, 6/28/2018, 7/17/2018.

¹²⁰ *Id.*

¹²¹ Exh. 70, Aloise email to MURPHY, 8/18/2018.

¹²² Exh. 71, Aloise email exchange with MURPHY, 8/18/2018.

not related to Aloise’s experience in the past. In this role, Aloise continued “to exert ... authority over the Union,” over “those who have learned to follow his lead,”¹²³ and MURPHY welcomed it.¹²⁴ MURPHY did not “do everything within [her] power to see that the suspension [was] truly effectuated.”¹²⁵ Aloise’s involvement in organizing the shuttle bus industry, which principal officer Hart described as “Rome’s baby,”¹²⁶ was sought because Hart and the other business agents, including MURPHY, “all were a little ‘green’ as to the industry and felt Rome’s absence.” As Hart put it, “in 2018 [the business agents] and I did reach out to Rome. ... The contacts with Rome about the shuttle bus drivers were because we needed ... ‘historical context’ or his opinion on how to put pressure on the employers, etc.”¹²⁷

51. MURPHY compounded her actions in enabling and permitting Aloise to violate his suspension by making false statements that justified her expansive interaction with him. While at her sworn examination with representatives of the IIO, she testified that her ability to access him was limited (“we can still access him for – I don’t know if historical started getting used around or we could use him for a certain context”¹²⁸), a sworn declaration she submitted in May 2020 in Aloise’s *de novo* hearing was much more broad. The declaration stated that she received advice at a meeting with counsel shortly after Aloise’s suspension started, to wit:

Soon after Rome’s suspension started, I, along with others at Local 853, met with counsel. Without waiving any attorney-client privilege, we were advised that, during his two year suspension, Rome Aloise remained a member of the Teamsters and of Local 853; that he could not give us any orders or directives; that he would not, and could not, be our supervisor; and that he retained all his rights as a member including the right to attend meetings and the right to provide us with “historical

¹²³ Exh. 27, *Yontek*, p. 22.

¹²⁴ Exh. 71, Aloise email exchange with MURPHY, 8/18/2018.

¹²⁵ Exh. 24, *Friedman*, 838 F.Supp. at 809.

¹²⁶ Exh. 72, Hart declaration, p. RA-0429.

¹²⁷ *Id.* Hart elaborated that Aloise did not draft proposals or attend bargaining sessions in the shuttle bus negotiations. However, he “provided background and some suggestions, each of which I evaluated, rejected, changed or a few times even followed.” *Id.*, p. RA-0430.

¹²⁸ Exh. 60, MURPHY sworn examination, p. 67.

context” (as it was described), interpretations or help as any member could do. I was told that this included Rome’s right to provide his opinion and perspective, based on his almost 50 years of experience in the Teamsters; his having negotiated and administered hundreds of collective bargaining agreements; his decades as an official of the local the Joint Council, the International and/or various divisions; his knowledge from having interacted with so many players in the business – other unions and other union officials, politicians, management representatives, arbitrators; and the list goes on. I was so relieved when I heard this as I feared losing the ability to talk with my mentor and, as I had done numerous times, run a strategy by him or ask his opinion of what he would do in a similar situation.¹²⁹

MURPHY’s statement was false. For the same reasons stated in paragraph 38, *supra*, dispelling BECK’s similar false claim, no lawyer told MURPHY that she could interact or consult with Aloise about Teamster business while he was suspended, that she could obtain his “opinion and perspective” on any Teamster matter, that he could advise her on strategy, or that he could continue to mentor her in her role as a business agent. Nor could any lawyer permissibly give such advice, nor any member permissibly rely on such advice if given. As *Yontek* dictated, the suspended individual “must not seek to give direction of any type to any IBT body, no matter what the means. ... [A]ll IBT officials in a position to do so must take positive steps toward ensuring that a suspension order ... is effectively implemented.”¹³⁰

52. By among other things consulting with Aloise extensively and repeatedly with respect to shuttle industry employers and permitting him to attend and participate in face-to-face bargaining with an employer for which MURPHY was responsible, MURPHY enabled and permitted Aloise to violate the IRO’s suspension order and brought reproach upon the union. MURPHY compounded these offenses with her false statement that sought impermissibly to justify her misconduct.

¹²⁹ Exh. 73, MURPHY declaration, p. 2.

¹³⁰ Exh. 27, *Yontek*, pp. 22-23.

5. Findings of fact relative to First Charge that are applicable to respondents HAWLEY, BORBA, GLEASON, NUNEZ, and BLOCH

53. Although IBT General Counsel Raymond warned that “[c]onversations with Brother Aloise about Union affairs, Union politics and Union business should be avoided during the two year period of his suspension,”¹³¹ Aloise remained heavily involved in the internal union politics of Joint Council 7, where HAWLEY, BORBA, GLEASON, and NUNEZ were executive board members and BLOCH was political director.

54. There, Aloise gave advice on how to deal with Marty Frates, his political opponent within the joint council.¹³² Frates was immediately antagonistic to HAWLEY, who was elevated to the position of the joint council president as the result of Aloise’s suspension; Frates referred to HAWLEY as “interim president” and to Aloise as HAWLEY’s “puppeteer.”¹³³ This purported disrespect plus longstanding political animosity prompted HAWLEY, tutored by Aloise, to seek the IBT’s intervention to retaliate against Frates by removing him as UPS NorCal committee chair.¹³⁴ Aloise continued to consult with HAWLEY, GLEASON, and BORBA about how to respond to Frates,¹³⁵ with HAWLEY suggesting Aloise confront Frates “face to face [to] let [Frates] embarrass himself in front of his Board, Delegates, and guest[s].”¹³⁶ Aloise urged distribution of an anti-Frates and anti-TDU flyer at a joint council “Day at the Ballpark” social event.¹³⁷ When Frates sought increased involvement in the joint council by seeking the agendas

¹³¹ Exh. 26, email of Raymond to Ford, 1/3/2018.

¹³² Exh. 74, Aloise email to HAWLEY, BORBA, GLEASON, *et al.*, 3/25/2018, re: Frates; Exh. 75, Aloise email to HAWLEY, *et al.*, 7/23/2018, giving instructions on Frates’s request for joint council meeting agenda.

¹³³ Exh. 76, Frates letter to HAWLEY, 7/31/2018.

¹³⁴ Exh. 77, HAWLEY email to Aloise, 1/7/2018.

¹³⁵ Exh. 78, Aloise email to HAWLEY, BORBA, GLEASON, *et al.*, 3/25/2018.

¹³⁶ Exh. 79, HAWLEY email to Aloise, BORBA, GLEASON, *et al.*,

¹³⁷ Exh. 80, Aloise email to HAWLEY, BORBA, GLEASON, *et al.*, 7/19/2018, re: ballpark flyer. The flyer, which Aloise drafted, read in part: “We have NEVER politicized this event and never tried to bring in candidates FROM either state and local politics and especially not Teamster politics. ... Unfortunately,

of upcoming joint council meetings,¹³⁸ his request was immediately forwarded to Aloise for reaction. That reaction, sent to HAWLEY and Hart, was caustic and profane: “Fuck him. Tell him you will want the agendas to his meetings,” adding in a subsequent email on the same thread, “You should tell him he has to be on the EBoard to get that Agenda and he will be dead before that happens.”¹³⁹ Aloise collaborated with HAWLEY, BORBA, GLEASON, NUNEZ, and others to have Frates removed as chair of the NorCal UPS grievance panel.¹⁴⁰ NUNEZ emailed Frates that the removal was because of Frates’s “insults and characterizations;”¹⁴¹ NUNEZ then forwarded to Aloise his reply to Frates. Aloise, HAWLEY, BORBA, GLEASON, and BLOCH (via phone), with others, then met at Local Union 853 to plot their next move against Frates,¹⁴² which included Aloise’s draft of a mock political flyer supporting Frates.¹⁴³ Follow-ons to this meeting included reporting from NUNEZ about Frates’s actions at an August 9, 2018 joint council meeting,¹⁴⁴ coupled with Aloise’s assessment that Frates’s performance was “[v]ery weak ... in my mind”¹⁴⁵ and Aloise’s instruction on the need to “inoculate the members about [Frates’s] firing.”¹⁴⁶

now, one Principal Officer, Marty Frates, decided, without authorization to bring in an announced candidate for General President (three years before the election) to our Day at the Game. He did [not] check with anyone, get permission from anyone and completely has disrespected ALL OF THE OTHER LOCALS AND THEIR MEMBERS BY THIS BLATANT ATTEMPT TO INSERT POLITICS INTO AN EVENT THAT HAS PURPOSELY BEEN KEPT FREE OF ANY POLITICS.” (Emphasis in original.)

¹³⁸ Exh. 81, Frates email to HAWLEY, 7/23/2018.

¹³⁹ *Id.*

¹⁴⁰ Exh. 82, Frates email responding to removal from NorCal, 8/6/2018.

¹⁴¹ Exh. 83, Nunez email to Frates, then forward to Aloise, 8/6/2018.

¹⁴² Exh. 84, emails sent 8/6/2018 and thereafter to arrange meeting at Local Union 853 on 8/9/2018 to address Frates issue. Meeting arranged to accommodate Aloise’s schedule.

¹⁴³ Exh. 85, Aloise email to HAWLEY, BORBA, GLEASON, *et al.*, 8/15/2018, mocking Frates’ effort to be elected to Joint Council 7 board. The mock flyer Aloise drafted, purportedly from Frates, announced his candidacy for president of the joint council, stating in part: “Because I am old and haven’t accomplished anything in all the years I have worked as an official, I think I am eminently qualified.”

¹⁴⁴ Exh. 86 – NUNEZ email to Aloise, HAWLEY, BORBA, GLEASON, *et al.*, 8/10/2018.

¹⁴⁵ Exh. 87 – Aloise email to HAWLEY, BORBA, GLEASON, NUNEZ, *et al.*, 8/10/2018.

¹⁴⁶ Exh. 86 – Aloise email to HAWLEY, BORBA, GLEASON, NUNEZ, *et al.*, 8/10/2018.

55. Aloise's personal involvement in internal union politics was not limited to Frates. He also spent considerable effort orchestrating an attack on Rick Hicks, president of neighboring Joint Council 28, in retaliation for Hicks' effort to insure that Aloise complied with the terms of his suspension. Aloise was abetted in this effort by HAWLEY, BORBA, GLEASON, NUNEZ, and BLOCH. When Hicks learned that Aloise planned to attend a meeting of the Western Conference of Teamsters Pension Trust Meeting in late September 2018 in violation of his suspension, he first prevailed on the union chair of the trust, Chuck Mack, to insist that Aloise not be permitted to attend.¹⁴⁷ Mack refused, prompting Hicks to cancel the meeting.¹⁴⁸ Hicks' action was consistent both with *Yontek* and *Friedman*, as well as IBT General Counsel Raymond's instructions ("[C]are should at all times be taken to avoid interactions with Brother Aloise that could be alleged to violate the suspension Judge Jones imposed. Conversations with Brother Aloise about Union affairs, Union politics and Union business should be avoided during the two year period of his suspension."¹⁴⁹). Aloise's reaction to Hicks's cancellation was one of ridicule. He emailed HAWLEY, GLEASON, BORBA, NUNEZ and other members of the Joint Council 7 executive

¹⁴⁷ Aloise's participation in the meeting there would violate Judge Lacey's instructions in *Yontek* (The suspended individual "must not seek to give direction of any type to any IBT body, no matter what the means. ... [A]ll IBT officials in a position to do so must take positive steps toward ensuring that a suspension order ... is effectively implemented." Exh. 27, *Yontek*, pp. 22-23. Aloise's consultation with the trustees at the meeting would also violate IRO Jones's instructions that Aloise "shall not be permitted to be employed by or consult (in a paid or unpaid capacity) for any health, benefit, welfare or like fund affiliated, associated or connected to the IBT for two years from the date of the Order." Exh. 20, IRO letter, 1/19/2018.

¹⁴⁸ Exh. 88, Hicks memo to Joint Council 28 officers & staff, 9/18/2018:

I have been approached by several of you with your concerns regarding Rome Aloise attending the Western Conference of Teamsters Pension Trust meeting next week. I will not put you in this uneasy position. I have told Chuck Mack that as the Union Chairman, he could insist that Rome does not attend but he is unwilling to do so.

Please be advised that the Western Conference of Teamsters Pension Trust meeting scheduled for September 27, 2018 at the Tukwila Teamsters Building has been cancelled due to Rome Aloise's insistence on attending.

Therefore, in a show of solidarity, we are asking no Joint Council Officer or Agent participate. Thank you for your understanding.

¹⁴⁹ Exh. 26, email of Raymond to Ford, 1/3/2018.

board that Hicks's action was "[t]he height of idiocy,"¹⁵⁰ elaborating that "I don't know if I am more pissed, or hurt or disgusted by this. And unfortunately the total lack of balls of those locals up there."¹⁵¹ At Aloise's suggestion, Hart, an executive board member, promised to phone union chairman Mack in support of his decision to permit Aloise to attend the meeting. Joint council president HAWLEY and Hart attacked Hicks in messages to Aloise (HAWLEY: "What a self serving asshole." Hart: "We don't know how many really agree with that asshole. He's just a fucking bully."¹⁵²). Aloise's mix of emotions ("pissed," "hurt," "disgust") motivated his retaliatory action to deny Hicks an honor bestowed by La Raza. Aloise was abetted in this action by HAWLEY, BORBA, GLEASON, NUNEZ, and BLOCH.

56. The board of Instituto Laboral De La Raza, a non-profit serving the working poor, nominated Hicks on September 5, 2018 to receive its National Labor-Community Leadership Award for 2019. Sarah Shaker, La Raza's executive director, formally invited Hicks to receive the award by letter dated September 17, 2018.¹⁵³ When Hicks canceled the pension meeting on September 18 because of Aloise's plan to attend it, Aloise orchestrated a campaign to have La Raza withdraw its honor of Hicks. On October 2, Rudy Gonzalez, a Teamster official who also served as La Raza treasurer and board member, spoke with La Raza board member and retired Teamster Freddy Sanchez, who had nominated Hicks, urging him to withdraw the nomination. The same day, Gonzalez emailed the La Raza board insisting that the Hicks honor be withdrawn.¹⁵⁴

¹⁵⁰ Exh. 89, Aloise email to HAWLEY, GLEASON, BORBA, NUNEZ, *et al.*, 9/18/2018, 10:57 a.m.

¹⁵¹ Exh. 90, Aloise email to HAWLEY, GLEASON, BORBA, *et al.*, 9/18/2018, 11:49 a.m.

¹⁵² Exh. 91, email chain HAWLEY to Aloise and HAWLEY, GLEASON, BORBA, NUNEZ *et al.*, 9/18/2018, 8:34 p.m.; Hart email to Aloise, 9/18/2018, 11:58 p.m.

¹⁵³ Exh. 92, Shaker letter to Hicks, 9/17/2018.

¹⁵⁴ Exh. 93, Gonzalez email to La Raza board, 10/2/2018. Gonzalez wrote: "I regret to inform you all that Mr. Rick Hicks has made political decisions that will now put Instituto and our annual fundraiser in the middle of an internal fight of the International Teamsters and perhaps more importantly, the Joint Council that represents Northern California. We literally cannot afford to have the Instituto placed in the middle of a controversy. Freddy [Sanchez] and I spoke tonight and he is asking Hicks to withdraw tomorrow."

On October 3, Aloise spoke with Sanchez and immediately relayed his conversation with Sanchez to Gonzalez. Aloise texted: “Talked to Freddy, I told him I don’t want the Instituto to get hurt, but given the actions of Hicks last week, the dinner won’t get one penny from Teamsters in JC7 and I will make it my personal mission to kill other unions from participating and any other JC. I would suggest that Jaime [Gonzalez, La Raza president] pull the nomination and make whatever excuse he has to to Hicks. He can use last week[’]s actions to justify it.”¹⁵⁵ In the face of this threat to its annual fundraiser, the La Raza board voted October 4 to rescind Hicks’s award. Sarah Shaker, executive director of the Instituto, informed Hicks that the award was withdrawn because “we are concerned that we would be injecting our worker center into the midst of a controversy within an International Union.”¹⁵⁶ Aloise’s threat of financial harm to La Raza should it bestow its honor on Hicks had the desired effect. When Aloise informed Joint Council 7 executive board members HAWLEY, HART, and BORBA, and political director BLOCH that La Raza had withdrawn Hicks’s honor, the news was met positively. HAWLEY responded, “I love it;” Hart replied, “Campaign Material!”¹⁵⁷

57. On February 14, 2020, some 7 weeks after Aloise’s suspension ended, the IIO brought charges against him for violating his suspension. Specifically, the IIO charged Aloise with maintaining influence and control over Local Union 853, Joint Council 7, and the IBT by

¹⁵⁵ Exh. 94, Aloise text message to Rudy Gonzalez, 10/2/2018. Aloise repeated the gist of his comments to Gonzalez in an email a half hour later, adding Hicks “was hugely unpopular before this stupid stunt and now he is despised and laughed at. Tony Andrews from JC38 Oregon won’t support him and I will do a job on him in JC42, Steve Vairma hates him. Wrong candidate. I don’t want to hurt the Instituto, but if they follow through they will never get our support again. ... I would appreciate it if you didn’t share this email.” Exh. 95, Aloise email to Gonzalez, 10/2/2018.

¹⁵⁶ Exh. 96, Shaker letter to Hicks, 10/4/2018. In the email Shaker used to transmit the letter, she wrote Hicks: “Rick – I am so sorry. My Board, which includes teamsters, has advised that we cannot proceed with our invite to you because of the danger of potential backlash directed at our nonprofit by ranks of Teamsters.” Exh. 97, Shaker email to Hicks, sent 10/5/2018.

¹⁵⁷ Exh. 98, Aloise email chain with HAWLEY, BORBA, BLOCH, *et al.* 10/5/2018.

participating in and advising and instructing others with respect to organizing, bargaining, political, and administrative activities on behalf of Local Union 853, Joint Council 7, and the IBT. Further, the IIO charged Aloise with causing harm to another member, Hicks, in retaliation for Hicks's good faith efforts to comply with the suspension order. By these and other acts, the IIO alleged that Aloise brought reproach upon the IBT, violated his oath under the IBT constitution, and caused harm to another member. After *de novo* hearing, IRO Jones found that the following offenses had been proved:

(1) Mr. Aloise brought reproach upon the union and violated his membership oath by threatening a charitable organization with financial harm, retaliating against a member for exercising his rights under the IBT Constitution, and knowingly harming a fellow member, in violation of Article II, Section 2(a), Article XIX, Sections 7(b)(2) and (10);

(2) Mr. Aloise violated the Disciplinary Decision by directing, instructing, and attempting to influence Teamster officers and members on union matters, and presenting himself as a figure of authority, and thereby brought reproach upon the union, violated his membership oath, and interfered with the union's performance of its legal obligations, in violation of the IBT Constitution, Article II, Section 2(a), Article XIX, Sections 7(b)(2) and (5); and

(3) Mr. Aloise brought reproach upon the union, violated his membership oath, and threatened to retaliate against a fellow Teamster for exercising her rights under the IBT Constitution in violation of IBT Constitution Article II, Section 2(a), Article XIX, Sections 7(b)(2) and (10). Additionally, Mr. Aloise brought reproach upon the union by calling a former IBT member a "rat" in violation of IBT Constitution, Article II, Section 2(a), and Article XIX, Section 7(b)(2).¹⁵⁸

58. By permitting, empowering and enabling Aloise to exercise authority that the IRO's suspension order barred him from, the acts and omissions of HAWLEY, BORBA, GLEASON, NUNEZ, and BLOCH, during the period of Aloise's two-year suspension, as detailed in paragraphs 53 through 57, above, constituted a failure to cooperate with the independent disciplinary process required by the Final Order and the IBT constitution and thereby brought reproach upon the IBT and violated his oath as member and officer, as alleged in the First Charge.

¹⁵⁸ Exh. 99, IRO opinion, p. 36, 10/7/2021.

6. Findings of fact relative to First Charge that are particular to respondent BLOCH.

59. BLOCH served as political director for Joint Council 7. Among other issues, he worked on the Uber organizing campaign and provided advice with respect to candidates for public office. He dealt extensively with Aloise on these issues, and continued to do so during the period Aloise was suspended pursuant to the IRO order. Examples included the following:

- a. Aloise consulted BLOCH and others in August 2018 concerning creation of a drivers' guild for Uber and Lyft drivers in the San Francisco area.¹⁵⁹ BLOCH replied the same day with a substantive accounting of the state of the organizing effort being undertaken by a coalition of unions, cautioning that the Teamsters could suffer blowback if they create a guild without involvement of the other unions; BLOCH's message included a reminder to Aloise that the issues will be "on the table for discussion on the meeting on the 28th I invited you to, Rome."¹⁶⁰ Aloise responded to BLOCH's message, discounting the possibility of the blowback BLOCH identified.¹⁶¹ BLOCH responded, "Let me think about it and call you. I still owe you a call from yesterday. But I do think getting our folks thinking about this is good."¹⁶² Aloise followed up with BLOCH to insure he was understood: "Not trying to back door anyone or anything. Are you going to be at the meeting at 853 this afternoon?," to which BLOCH replied that he would have to join by phone because of illness.¹⁶³

- b. Additional evidence showed that Aloise and BLOCH attended other Uber

¹⁵⁹ Exh. 100, Aloise email to BLOCH *et al.*, 8/9/2018.

¹⁶⁰ Exh. 101, BLOCH reply to Aloise, *et al.*, 8/9/2018.

¹⁶¹ Exh. 102, Aloise email to BLOCH, 8/9/2018.

¹⁶² Exh. 103, BLOCH email to Aloise, 8/9/2018.

¹⁶³ Exh. 104, Aloise/BLOCH email exchange, 8/9/2018.

meetings, including one held in San Francisco on February 4 and 5, 2019, in the 14th month of Aloise's two-year suspension.¹⁶⁴

- c. Aloise and BLOCH consulted concerning endorsements of candidates for public office.¹⁶⁵

60. By these and other acts, BLOCH actively permitted, enabled, and allowed Aloise to evade and circumvent his suspension. BLOCH's misconduct constituted a failure to cooperate with the IBT's disciplinary process and brought reproach upon the union.

7. Findings of fact relative to First Charge that are particular to respondent RABINOWITZ.

61. RABINOWITZ was principal officer of Local Union 2010 at all times relevant here. Local Union 2010 is a constituent body of Joint Council 7.

62. Beginning in January 2018, the first month of Aloise's suspension, Rabinowitz behaved as though the suspension was not in effect. Thus, on January 17, 2018, he arranged a conference call involving Aloise, HAWLEY, BLOCH, and others to discuss obtaining a legislative response to a U.S. Supreme Court decision concerning union dues for public sector employees.¹⁶⁶

63. On January 29, 2018, he prepared and sent to Aloise and others some talking points he prepared for a meeting to occur the next day on the Fair Labor Standards Act.¹⁶⁷

64. In June 2018, RABINOWITZ forwarded to Aloise at his Local Union 853 email address a message RABINOWITZ had sent that day to skilled trades members the union sought to organize. Aloise replied, directing RABINOWITZ to use his personal email address. RABINOWITZ

¹⁶⁴ Exh. 105, Aloise email to BLOCH re: Uber meeting, 2/3/2019.

¹⁶⁵ Exh. 106, Aloise email to BLOCH re: Villaraigosa, 3/14/2018; Exh. 107, Aloise email to BLOCH re: Min, 1/9/2019.

¹⁶⁶ Exh. 108, RABINOWITZ email to Aloise *et al.*, 1/17/2018, with further update on the same thread on 7/21/2018.

¹⁶⁷ Exh. 109, RABINOWITZ email to Aloise *et al.*, 1/29/2018.

replied: “Oops sorry about that! Will do in the future.”¹⁶⁸

65. On September 12, 2018, RABINOWITZ emailed Aloise, again at Aloise’s local union email address, seeking his input on a letter RABINOWITZ intended to send to General President Hoffa requesting appointment as director of the IBT’s Public Services Division.¹⁶⁹

66. Local Unions 2010 and 853 sought to purchase a building that would house the offices of Local Union 2010. During Aloise’s suspension, RABINOWITZ served with Aloise on the team investigating the purchase of that building, including touring the premises.¹⁷⁰

67. By these and other acts, RABINOWITZ actively permitted, enabled, and allowed Aloise to evade and circumvent his suspension. RABINOWITZ’s misconduct constituted a failure to cooperate with the IBT’s disciplinary process and brought reproach upon the union.

B. Findings of fact relative to Third Charge that are applicable to respondents HELFER, MURPHY, VALLETTA, GONSALVES, BELLISON, and FRITZ.

68. The bylaws of Local Union 853 require that expenditures of local union funds in excess of \$10,000 be approved by the membership.¹⁷¹ Membership approval of such expenditures must be obtained before the expenditures are made.¹⁷²

69. On multiple occasions during the period HELFER, MURPHY, VALLETTA,

¹⁶⁸ Exh. 110, RABINOWITZ email to Aloise, 6/15/2018.

¹⁶⁹ Exh. 111, RABINOWITZ email to Aloise, 9/12/2018.

¹⁷⁰ Exh. 58, Aloise email to HELFER & RABINOWITZ, 3/12/2019. *See also*, Exh. 59, follow-up email on same subject, 3/13/2019.

¹⁷¹ Exh. 5, Local Union 853 bylaws, Art. VIII, Section 5(f) (“The Executive Board may make expenditures up to Ten Thousand Dollars (\$10,000.00) without membership approval and for amounts in excess of Ten Thousand Dollars (\$10,000.00) membership approval is required.”)

¹⁷² *Id.* The bylaws permit expenditure of union funds without prior approval of any body only for amounts less than or equal to \$5,000. Thus, “The Secretary-Treasurer may take such action as in his judgment will further the best interests of the Union and its members, which action shall include, but not be limited to, the expenditure of monies for such purposes, up to Five Thousand Dollars (\$5,000.00) without prior Executive Board approval, and which shall be approved by the Executive Board subsequent to the expenditure.” Art. VIII, Section 3(j), in relevant part. This is the only provision permitting expenditure of funds without prior approval.

GONSALVES, BELLISON, and FRITZ were members of the executive board of Local Union 853, they permitted expenditures of union funds to be made without obtaining approval required by the bylaws.¹⁷³ Examples include but are not limited to the following:

- a. Payment of severance in excess of \$10,000 to former business agent Rodney Smith without membership approval at any time;¹⁷⁴
- b. Payment of severance in excess of \$10,000 to former office clerical Jan Johnson without membership approval at any time;¹⁷⁵
- c. Payment of \$25,000 to Alameda County Central Labor Council in support of its “Unionist of the Year” event, without membership approval at any time;¹⁷⁶
- d. Payment of \$15,000 to Alameda County Central Labor Council, without

¹⁷³ Dennis Hart, secretary treasurer during most of the period of Aloise’s suspension, has been charged in another proceeding with the misconduct alleged here.

¹⁷⁴ Exh. 112, Local Union 853 executive board phone poll approval of Rodney Smith severance, 1/7/2021. The severance agreement terminated Smith’s employment “effective immediately, but allows for future wage and benefit payments through October 2021.” As such, the value of the severance far exceeded \$10,000 and therefore required membership approval. The severance agreement was noted in the executive board meeting minutes for the meeting held 1/14/2021, specifying the agreement’s cost at \$86,000.00 (*see* Local Union 853 exec board minutes, 1/14/2021, Exh. 113, p. 6, Item 9.iii.). The expenditure was not approved by the general membership, as the minutes for the general membership meeting held 1/14/2021 (Exh. 114, pp. 1-2) and the minutes for the general membership meeting held 2/11/2021 (Exh. 113, pp. 1-2) attest.

¹⁷⁵ Exh. 115, Local Union 853 executive board meeting minutes and phone poll approving Jan Johnson severance, 7/8/2021. The agreement terminated Johnson’s employment but continued “wages, health and welfare and pension” until “the end of 2021,” with “total cost to be in the \$50,000 range.” The executive board minutes for the meeting held 7/8/2021 referenced “a confidential severance package for an office clerical,” stated that the executive board’s approval was obtained by phone poll on 6/4/2021 rather than 7/8/2021, but did not identify the clerical or the amount involved (*see* Exh. 116, p. 6, Item 7.iv.). The expenditure was not put to or approved by the general membership at its meeting held 7/8/2021 (Exh. 116, pp. 5-6) or 8/12/2021 (Exh. 116, pp. 1-2), although other expenditures were approved at both meetings.

¹⁷⁶ Exh. 117, Local Union 853 executive board meeting minutes approving payment “up to \$35,000” for Alameda County Central Labor Council event, at “Distinguished level sponsorship,” 2/8/2018. Aloise, suspended by IRO Jones, was the announced recipient of the 2018 Unionist of the Year. Payment of \$25,000 was made on 2/20/2018. A general membership meeting was conducted on 2/8/2018, 3 hours after the executive board meeting. No mention of the expenditure – let alone approval – was made at the general membership meeting. Exh. 118, pp. 1-2.

membership approval in advance of the expenditure;¹⁷⁷ and

- e. Purchase of hooded sweatshirts and duck jackets “not to exceed \$35,000,” without membership approval.¹⁷⁸

70. Even more flagrant was the local union’s expenditure of funds without membership approval to improve a building purchase in partnership with Local Union 2010. Such expenditures included the following:

- a. Payment on October 21, 2019 without membership approval of \$50,000.00 to Teamster Power LLC for build-out costs on building;¹⁷⁹
- b. Payment on October 12, 2020 without membership approval of \$100,000.00 to Teamster Power LLC for additional build-out costs;¹⁸⁰
- c. Payment on December 28, 2020 without membership approval of \$100,000.00 to Teamster Power LLC for additional build-out costs;¹⁸¹
- d. Payment on March 12, 2021 without membership approval of \$200,000.00 to

¹⁷⁷ Exh. 119, Local Union 853 executive board meeting minutes, 8/12/2021 (p. 3, Item 16.i., referencing an executive board email poll conducted 7/20/2021); payment was made 8/2/2021 (*Id.*, p. 5). The general membership approved the expenditure at its meeting held 8/12/2021, doing so after the payment was made. Exh. 120, p. 2, Item 16.i.

¹⁷⁸ Exh. 121, Local Union 853 executive board email poll, 6/6/2018. The expenditure was not mentioned or approved at the general membership meeting held 6/14/2018. Exh. 122, pp. 1-2.

¹⁷⁹ Exh. 123, Local Union 853 check register excerpt, 2019. Expenditure was not presented to or approved by general membership until its meeting on 11/14/2019, more than 3 weeks after the payment was made (Exh. 124, p. 4).

¹⁸⁰ Exh. 125, Local Union 853 check register excerpt, 2020. The expenditure was approved by the executive board on 8/13/2020 but not presented or approved at the general membership meetings held 8/13/2020 (Exh. 126), 9/10/2020 (Exh. 127), or 10/8/2020 (Exh. 128), all of which predated the 10/12/2020 payment and any of which could have been used to obtain the required approval.

¹⁸¹ Exh. 125, Local Union 853 check register excerpts, 2020. Two payments were made to Teamster Power, LLC in December 2020, one for \$200,000 on 12/17/2020, the second for \$100,000 on 12/28/2020. *Id.* The first properly received general membership approval at the meeting held on 12/10/2020 (Exh. 129). The second did not. *Id.*

Teamster Power LLC for additional build-out costs.¹⁸²

None of these expenditures was approved by the general membership prior to payments being made.

71. The requirement of general membership approval of expenditures above \$10,000 serves an important democratic purpose. It cannot be sidestepped or ignored. Dennis Hart, a member of the local union executive board for the relevant period and principal officer for most of 2018 and all of 2019, testified at his sworn examination that expenditures in excess of \$10,000 were “typically passed at the executive board meeting, and the minutes of the executive board meeting are voted yes or no, passed or not passed, at the general membership meeting.”¹⁸³ Per a longstanding IBT advisory, the procedure Hart said Local Union 853 used was incorrect for it denied the membership the opportunity to learn of, debate, and consent to the particular expenditure. The correct procedure required that advance approval be obtained so as to give the membership the ability to consider and vote on the authorization itself, not merely on whether the minutes of the executive board meeting correctly recorded what occurred at that meeting. Thus:

Matters that require membership approval must be submitted by separate motion at a membership meeting. Local Unions cannot obtain specific membership approval simply by including an action in the Executive Board minutes and then having the minutes approved by the membership. Membership approval must be recorded in the minutes of the meeting and minutes should state the motion, the name of the member making the motion, the name of the member seconding the motion, and the outcome of the vote. Please note that membership approval is properly obtained only when a quorum is present.

Not just the Recording Secretary and the principal officer, but all officers are responsible to see that these procedures are followed.¹⁸⁴

¹⁸² Exh. 130, Local Union 853 check register excerpt, 2021. General membership meetings were held on 1/14/2021 (Exh. 131), 2/11/2021 (Exh. 132), and 3/11/2021 (Exh. 133), all of which predated the 3/12/2021 payment and none of which were used to obtain the required approval.

¹⁸³ Exh. 134 – Hart sworn examination, pp. 17-18.

¹⁸⁴ Exh. 135, TITAN message to all affiliates from General Counsel Patrick J. Szymanski, 12/4/2002.

Only once did the local union follow this procedure with respect to build-out improvements. Thus, a payment of \$200,000.00 for build-out was approved by the executive board at its December 10, 2020 meeting and then, the same date, the question was presented to the membership, where it was approved.¹⁸⁵ Aside from this single instance with respect to building purchase and build-out costs, HELFER, MURPHY, VALLETTA, GONSALVES, BELLISON, and FRITZ did not follow required procedure to obtain membership approval with respect to the cited expenditures. Instead, they freely spent the money on their own authority, without input from or approval by the membership. No after-the-fact approval, as eventually occurred here long after the money was spent,¹⁸⁶ could cure the bylaws violations, all of which occurred while HELFER, MURPHY, VALLETTA, GONSALVES, BELLISON, and FRITZ were members of the executive board.

72. The final breach of financial duty these respondents committed occurred after the Aloise *de novo* proceeding, in which IRO Jones concluded that Aloise had violated the terms of the suspension she previously imposed.¹⁸⁷ IRO Jones ordered the following: “While an officer of the IBT, Mr. Aloise has consistently demonstrated an inability to comply with the IBT’s rules and with orders from the Independent Disciplinary Officers. Accordingly, Mr. Aloise is permanently barred from the Teamsters and is permanently enjoined from participating in union affairs in accordance with the Final Order.”¹⁸⁸ After the associational ban barred Aloise from the Teamsters Union permanently, Local Union 853’s executive board voted to grant Aloise what it termed “the customary *retirement* payment, equal to \$100.00 per year for each year of service as a full-time

¹⁸⁵ Exh. 129, Local Union 853 general membership meeting minutes, 12/10/2020 (“Secretary-Treasurer Rome Aloise informed the membership of the Executive Board’s action to move \$200,000.00 from checking to Teamster Power, LLC to fund our share of the ongoing construction work at 7730 Pardee Lane. Motion made by Secretary-Treasurer Rome Aloise and seconded by Recording Secretary Stu Helfer to approve the action of the Executive Board. Motion carried.”)

¹⁸⁶ Exh. 124, Local Union 853 general membership minutes, 11/14/2019.

¹⁸⁷ Exh. 99, IRO opinion, 10/7/2021.

¹⁸⁸ Exh. 136, IRO Order, 12/10/2021.

Officer or Business Agent.”¹⁸⁹ The local union had never before granted such a payment to an individual who was permanently barred from the union through the constitutional disciplinary process, nor had one been granted to an individual whose employment was involuntarily terminated, as Aloise’s was. The payment by Local Union 853 had no union purpose and was a breach of the executive board’s fiduciary responsibility.

73. HELFER, MURPHY, VALLETTA, GONSALVES, BELLISON, and FRITZ, as members of the executive board of Local Union 853, directed and/or permitted expenditures of hundreds of thousands of dollars of Local Union 853 funds to occur without advance approval of such expenditures by the local union executive board and/or the local union membership or without legitimate union purpose, as demonstrated by the facts established in paragraphs 68 through 72, above. Such acts and omissions by HELFER, MURPHY, VALLETTA, GONSALVES, BELLISON, and FRITZ violated the IBT constitution and local union bylaws, thereby bringing reproach upon the IBT and violating each officer’s oath, as alleged in the Third Charge.

IV. CONCLUSION

Aloise was first charged by the IRB in 2016 with taking gifts from employers, requesting things of value during negotiations, trying to leverage jobs for his relatives, negotiating sham contracts, and using union resources to punish political opponents.

Aloise was suspended for that misconduct, not banned. In response, respondents BECK, HELFER, MURPHY, HAWLEY, BORBA, GLEASON, NUNEZ, BLOCH, and RABINOWITZ did not, as they were required, “do everything within their power to see that the suspension is truly effectuated.”¹⁹⁰ Instead, they actively engaged with Aloise during his suspension, repeatedly,

¹⁸⁹ Exh. 137, Local Union 853 executive board meeting minutes, 1/13/2022 (italics emphasis added).

¹⁹⁰ Exh. 24, *Friedman*, p. 838 F.Supp. at 809.

often enthusiastically, and with full knowledge that their actions enabled, encouraged, and permitted him to avoid his suspension.

To them and to others, Aloise made it clear: “I will be back.”¹⁹¹ “You should learn that it doesn’t bode well for you to burn bridges with people that have helped you and support you.”¹⁹² The respondents here learned that lesson too well. They knew to “follow his lead,”¹⁹³ and they continued to do so during his suspension. That they knew better – that they should have avoided him, refused to deal with him, reported him – is plain and beyond dispute. They should have failed to return his calls. That they did not brought reproach upon the union, for they failed the fundamental duty Aloise’s suspension imposed *on them* to put the union’s members first and to take steps *not* to undermine the integrity of the disciplinary process.

Respondents BECK and MURPHY compounded their misconduct by making false statements about it, hoping (in the case of BECK) to conceal it, or (in the case of MURPHY) to rationalize it with the easily disproved claim that she only did what she was told would be okay. Such false statements heighten the reproach and warrant more substantial penalties.

The respondents in *Yontek* were assessed lengthy suspensions for conduct considerably less severe than that established in this report.¹⁹⁴ The reproach on the union the respondents have caused here warrants significant sanction that will punish the wrongdoing and deter it in future cases.

The actions of the Local Union 853 executive board members in permitting expenditures of union funds without proper authorization is corrupt conduct. It is of a different nature than enabling a suspended officer to avoid his suspension, but it brings reproach upon the union by

¹⁹¹ Exh. 99, IRO opinion, 10/7/2021, p. 30.

¹⁹² *Id.*

¹⁹³ Exh. 27, *Yontek*, p. 22.

¹⁹⁴ *Id.* The officers in *Yontek* were assessed 18-month suspensions; the business agents, 6 months.

denying to the membership the democratic right to learn of, consider, and debate how their union's treasury will be spent. This conduct too must be punished in this case and deterred for future ones.

The foregoing charges and findings are submitted to the General President in accordance with the Final Order for action that is appropriate under the Final Order and the IBT constitution.

Respectfully submitted,

ROBERT D. LUSKIN
INDEPENDENT INVESTIGATIONS OFFICER

By: Jeffrey Ellison
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Dated: July 18, 2023