

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

SEAN M. O'BRIEN
General President

25 Louisiana Avenue, NW
Washington, DC 20001



FRED E. ZUCKERMAN
General Secretary-Treasurer

202-624-6800
www.teamster.org

November 13, 2023

VIA EMAIL

Hon. Barbara Jones
Bracewell LLP
31 W. 52nd Street
Suite 1900
New York, NY 10019-6118

Re: Proposed Settlement Agreement to Resolve Charges against Lou Valetta

Dear Judge Jones:

Enclosed please find an Affidavit and Agreement signed by Mr. Lou Valetta which, if accepted, would resolve the charges the IIO recommended against him. The IIO alleged in paragraphs 68-73 of its Memorandum Recommending Charges, dated July 18, 2023, that Mr. Valetta violated proper procedure for the authorization of expenditures made by Local Union 853. In sum, the Agreement provides that:

1. Mr. Valetta will immediately, upon approval of the Agreement, serve a suspension of 30 days from any officer or employment positions with any IBT entity (he currently holds none). During that time, he will not accept any salary, allowances, benefits contributions, or other payments or compensation of any kind from any IBT entity; and
2. Mr. Valetta has agreed that, during his suspension, he will refrain from "any and all involvement in any IBT entity" and he will not be "appointed or hired as an employee or consultant by any of them, whether in a paid or unpaid capacity."

If you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink that reads "Edward M. Gleason, Jr.".

Edward M. Gleason, Jr.
General Counsel

Enclosure

EMG/pjp

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November 13, 2023
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cc: Lou Valetta, (nbiale@shertremonte.com)
Noam Biale, Esq., (nbiale@shertremonte.com)
Justine Harris, Esq., (JHarris@shertremonte.com)
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Joshua Sharp, (jsharp@nixonpeabody.com)

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

In the matter of:)	
)	
Lou Valetta)	Affidavit and Agreement
)	
)	

LOU VALLETTA, being duly sworn, deposes and says, and agrees as follows:

1. On or about July 18, 2023, the Independent Investigations Officer (“IIO”), appointed pursuant to the Final Order, dated February 17, 2015, in *United States v. International Brotherhood of Teamsters*, 88 Civ. 4486 (S.D.N.Y.)(the “Final Order”), recommended that the following charges be filed against me: bringing reproach upon the IBT by permitting and making expenditures of union monies without prior authorization or without a legitimate union purpose.
2. General President O’Brien subsequently adopted the IIO’s charge report without having made any judgment as to the underlying merits and referred the charges to a panel for a hearing.
3. I make this Affidavit and Agreement (the “Agreement”) to resolve the IIO-recommended charge described in paragraph 1. This Agreement does not constitute an admission or denial of the wrongdoing alleged in this charge.
4. I represent and agree to the following:
 - (a) I am a former member of the International Brotherhood of Teamsters and a former member of IBT Local 853.
 - (b) I was previously employed in the following positions by Local 853 and/or IBT: President and Business Agent of Local 853; International Representative for the Bakery and Laundry Division. Other than the foregoing, I have held no other elected or appointed positions or office of any kind with the IBT, Local 853 or any of their affiliated entities,

including any other locals, superior bodies, inferior bodies, conferences, councils committees, division, pension, health, welfare, severance plans and other such entities (“IBT entities”);

5. I hereby agree that effective upon when this Agreement is approved by the Independent Review Officer (“IRO”), I will be suspended, without pay and benefits, from any and all positions with any IBT entities for a period of 30 days. The suspension will not affect my membership and continuous good standing in Local 853, provided I pay dues covering that period and otherwise maintain my membership in good standing.

6. I hereby further agree that during the period of my suspension from office, no IBT entities shall pay me, nor shall I accept, any salary, gratuities, gifts, payments, allowances, fees, benefit payments or contributions or any other compensation of any kind, except that I may receive any compensation or benefits which have accrued to me prior the effective date of my suspension, including any fully vested or accrued (as of the effective date of my suspension) pension, vacation or other benefits under any existing benefit plans or programs maintained or sponsored by any IBT entities. In addition, I may receive payment for any salary or expenses I incurred with my work on behalf of any IBT entity prior to the effective date of my suspension and in accordance with existing policies and procedures of the relevant IBT entity. For the period of my suspension, I will not receive any expense allowances and will be responsible for personally paying any contributions required to maintain my eligibility for health or other benefits under the applicable plan.

7. I hereby further agree that from the effective date of my suspension and during the entire period of my 30-day suspension, I will refrain from any and all involvement in any IBT entity and cannot be appointed or hired as an employee or consultant by any of them, whether in a paid or unpaid capacity.

8. I understand and agree that this Agreement will be submitted to the IRO for her review. Approval by the IRO makes this agreement final and binding. I understand that no representations have been made as to whether this Agreement will be approved by the IRO. If

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this Agreement is not approved by the IRO, this Agreement is null and void.

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

11. I will transmit this Agreement, signed by me, to the IBT.

Lou Valetta

Lou Valetta

Dated: 11/6/23

State of California

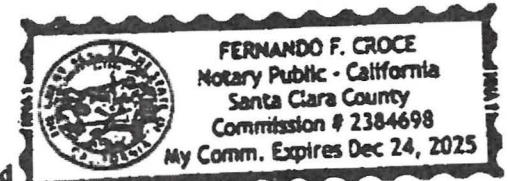
County of SANTA CLARA

Subscribed and sworn to (or affirmed) before me on this 6th day of NOVEMBER
2023, by LOUIS J. VALETTA, proved to me on the basis of
satisfactory evidence to be the person who appeared before me.

(seal)

Signature [Signature]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.



AGREED:

Eduard M. Hernandez

for the International Brotherhood of Teamsters

Dated: 11/13/23

APPROVED:

Barbara D.
Independent Review Officer

Dated: 11/30/23