

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

December 14, 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 Mark Gleason

Dear Judge Jones:

Enclosed please find an Affidavit and Agreement signed by Mark Gleason which, if accepted, would resolve the charges the Independent Investigations Officer ("IIO") recommended against him. The IIO alleged in paragraphs 53-58 of its Memorandum Recommending Charges, dated July 18, 2023, that Mr. Gleason engaged in conduct and communications that enabled and permitted Rome Aloise to violate his suspension. In sum, the Agreement provides that:

1. Mr. Gleason will immediately, upon approval of the Agreement, serve a suspension of 2 months from all positions with IBT-related entities (he currently holds none) and, during that time, will not accept any salary, allowances, benefits contributions, other payments, or compensation of any kind from any IBT entity; and
2. During his suspension, Mr. Gleason 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."

Please do not hesitate to contact me if you have any questions.

Very truly yours,

A handwritten signature in blue ink that reads "Edward M. Gleason, Jr." with a stylized flourish at the end.

Edward M. Gleason, Jr.
General Counsel

Enclosure

EMG/pjp



Hon. Barbara Jones
December 14, 2023
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cc: Patrick Szymanski (szymanski@me.com)
Thomas Kokalas (Thomas.kokalas@bracewell.com)
Robert Luskin (robertluskin@paulhastings.com)
David Kluck (David.kluck@idoiio.org)
Brian Kelly (bkelly@nixonpeabody.com)
Joshua Sharp (jsharp@nixonpeabody.com)

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

)	
In the matter of:)	
Mark Gleason)	Affidavit and Agreement
)	
)	
)	

MARK GLEASON, 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 (SDNY)(the "Final Order"), recommended that the following charges be filed against me: bringing reproach upon the IBT by enabling and permitting Rome Aloise to violate his suspension.
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 charges described in paragraph 1. This Agreement does not constitute an admission or denial of the wrongdoing alleged in these charges.
4. I represent and agree to the following:
 - (a) I am not a member of any Teamster local union or affiliate of the IBT.
 - (b) I hold no elected or appointed positions or offices of any kind with the IBT, any local or any of their affiliated entities, including any other locals, superior bodies, inferior bodies, conferences, councils, committees, division, pension, health, welfare, severance plans or other such entities ("IBT entities"). On occasion I have been asked to represent various Teamster Local Unions on multi-union political committees. I am not currently engaged in any such activity.
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 two months. I further agree that during the period

of this suspension I will not represent any Teamster entity on any multiunion political committee or in any other capacity except as permitted in paragraph 8.

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 to 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 plans.

7. I hereby further agree that from the effective date of my suspension and during the entire period of my two month 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 that the IBT recognizes that I work for a lobbying firm. Some percentage of my work is for multiple unions, and other is for individual unions. One of the individual unions I work for is the Teamsters. During the term of my suspension, I will maintain my employment at the lobbying firm but will not work on any business that relates exclusively to the Teamsters. If there is work that relates to a coalition of unions (which includes Teamsters), such work is permitted. Multi-union meetings and communications are permitted, but I will not engage in meetings and communications exclusively with the Teamsters during the term of my suspension.

9. I understand and agree that this Agreement will be submitted to the Independent Review Officer ("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 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.



Mark Gleason

Dated: 12-11-2023

State of California

County of _____

[SEE ATTACHED JURAT]

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ 2023, by _____, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(seal)

Signature _____

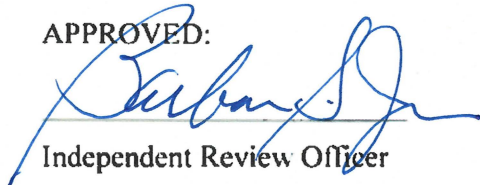
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

AGREED:

Dated: _____

for the International Brotherhood of Teamsters

APPROVED:



Independent Review Officer

Dated: 3-1-24

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.

State of California)
County of San Francisco)

Subscribed and sworn to (or affirmed) before me on this 11th day of December, 2023,
by MARK GLEASON, proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

Signature *Elizabeth Terreros* (Seal)
Notary Public

