

# 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 Scott Gonsalves

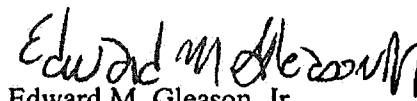
Dear Judge Jones:

Enclosed please find an Affidavit and Agreement signed by Mr. Scott Gonsalves 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. Gonsalves violated proper procedure for the authorization of expenditures made by Local Union 853. In sum, the Agreement provides that:

1. Mr. Gonsalves will immediately, upon approval of the Agreement, serve a suspension of 30 days from his position as Business Agent at Teamsters Local 853 and, during that time, he will not hold any positions within the IBT, nor will he accept any salary, allowances, benefits contributions, or other payments or compensation of any kind from any IBT entity; and
2. Mr. Gonsalves 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,

  
Edward M. Gleason, Jr.  
General Counsel

Enclosure

EMG/pjp

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cc: Scott Gonsalves, ([gpiller@beesontayer.com](mailto:gpiller@beesontayer.com))  
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**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

In the matter of:	)	
	)	
Scott Gonsalves	)	Affidavit and Agreement
	)	
	)	

SCOTT GONSALVES, 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 permitting and making expenditures of union monies without proper authorization.
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 a member of the International Brotherhood of Teamsters and a member of IBT Local 853.
  - b. I formerly served as a Trustee of Teamsters Local 853 and I am currently employed as a Business Agent for Local 853: Other than the foregoing, I have held no other elected or appointed positions or offices 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 and welfare, severance plans or 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.

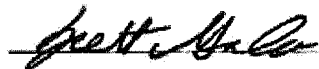
6. I hereby further agree that during the period of my suspension from office, no IBT entities shall pay me, nor shall I accept, any salary, gratuities, gifts, payments, allowances, fees, benefit payments or contributions or any other compensation of any kind, except that I may receive any compensation or benefits which have accrued to me prior 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 from any IBT entity and understand that no IBT entity is permitted to make payment for or 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 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 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.

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

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

  
\_\_\_\_\_  
Scott Gonsalves

Dated: 11-1-2023

ACKNOWLEDGMENT

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 ALAMEDA

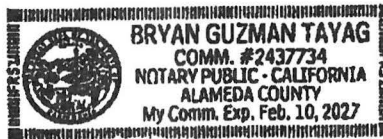
On NOV, 01, 2023 before me, BRYAN GUZMAN TAYAG, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared SCOTT DONALD GONSALVES,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



AGREED:

Edward an Gomez  
for the International Brotherhood of Teamsters

Dated: 11/13/23

APPROVED:

Barbara J. [Signature]  
Independent Review Officer

Dated: 11/30/23