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

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 Carlos Borba

Dear Judge Jones:

Enclosed please find an Affidavit and Agreement signed by Carlos Borba 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. Borba engaged in conduct and communications that enabled and permitted Rome Aloise to violate his suspension. In sum, the Agreement provides that:

- 1. Mr. Borba will immediately, upon approval of the Agreement, serve a suspension of 2 months from all positions with IBT-related entities, including his positions as Teamsters Local 315 Vice President and Trustee on the Teamsters Benefit Trust and the Supplemental Income 401K Plan 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. Borba 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,

Edward M. Gleason, Jr.

General Counsel

Enclosure

EMG/pjp

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ce: Patrick Szymanski (szymanskip@me.com)

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Joshua Sharp (<u>jsharp@nixonpeabody.com</u>)

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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In the matter of:)	
)	
Carlos Borba) Affidavit and Agreeme	nt
)	

CARLOS BORBA, 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 a member of the International Brotherhood of Teamsters and a member of IBT Local 315. I am employed as Local 315's Vice President. I serve as a trustee on the Teamsters Benefit Trust and on the Supplemental Income 401k Plan.
 - (b) Other than the foregoing, I currently hold no other elected or appointed positions or offices of any kind with the IBT, Local 315 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");
- 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 2 months. The suspension will not affect my

membership and continuous good standing in Local 315, 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 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 2 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 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.

Carlos Borba

		Dated:	
State of Ca	ılifornia		
County of			
Subscribed 2023, by _satisfactor	and sworn to or affirm	med) before me on this	day of
	See Attached for		
(seal)	Notarization	Signature	4.4
A notary puthe document	t to which this certificate is	eting this certificate verifies of attached, and not the truthfu	only the identity of the individual who signed liness, accuracy, or validity of that document.
		Date	d:
for the Inte	ernational Brotherhood	of Teamsters	
APPROVI Sarl Independe	ED:	, Date	d: 3-/-24

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

	Du Petit des
Signature of Document Signer No. 1	Signature of Document Signer No. 2 (if any)
A notary public or other officer completing this cerdocument to which this certificate is attached, and n	tificate verifies only the identity of the individual who signed the ot the truthfulness, accuracy, or validity of that document.
State of California	Subscribed and sworn to (or affirmed) before me
County of Contra Costa	on this 11 day of December, 2023
	by Date Month Year
	(1) Carlos Borba
	(and (2))
	Name(s) of Signer(s)
ROBERT D. STOLINSKI Notary Public - California Contra Costa County	proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me
Commission # 2359525 My Comm. Expires Jun 26, 2025	Signature X West
	Signature of Notary Public
Seal Place Notary Seal Above	
•	OPTIONAL
Though this section is optional, completing fraudulent reattachment of	this information can deter alteration of the document or this form to an unintended document.
Description of Attached Document	
Title or Type of Document:	Document Date: