

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 Jason Rabinowitz

Dear Judge Jones:

Enclosed please find an Affidavit and Agreement signed by Mr. Jason Rabinowitz which, if accepted, would resolve the charges the IIO recommended against him.

The IIO alleged in paragraphs 61-67 of its Memorandum Recommending Charges, dated July 18, 2023, that Mr. Rabinowitz engaged in conduct including but not limited to: touring a potential Teamsters office building with Rome Aloise while Mr. Aloise was suspended, and engaging in other communications prohibited by the terms of Mr. Aloise's suspension.

In sum, the Agreement provides that, upon approval of the Agreement:

1. Mr. Rabinowitz, no later than April 1, 2024, will begin serving a suspension of 60 days from his positions as Teamsters Local 2010 Principal Officer (Secretary-Treasurer) and President of Joint Council 7, and from his additional service as Regional Representative for the IBT Public Services Division and Trustee to the Western Conference of Teamsters Pension Trust Fund. 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. Rabinowitz 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."

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

Very truly yours,



Edward M. Gleason, Jr.
General Counsel

Enclosure

EMG/pjp

cc: Jason Rabinowitz, (jbmaffeo@cozen.com)
Bruce Maffeo, Esq., (jbmaffeo@cozen.com)
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INTERNATIONAL BROTHERHOOD OF TEAMSTERS

In the matter of:

Jason Rabinowitz

Affidavit and Agreement

Jason Rabinowitz, 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 2010.
 - (b) I am Principal Officer and Secretary-Treasurer of Local 2010 and President of Joint Council 7. I also serve in the following additional capacities: Regional Representative, IBT Public Services Division, and Trustee, Western Conference of Teamsters Pension Trust Fund. Other than the foregoing, I hold no other elected or appointed positions or offices of any kind with the IBT, Local 2010 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")¹;

5. I hereby agree that no later than April 1, 2024, I will begin serving a suspension for 60 days, during which time I will be suspended, without pay and benefits, from any and all positions with any IBT entities. The suspension will not affect my membership and continuous good standing in Local 2010, 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 60-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.


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

¹ I also am a Vice President for the California Federation of Labor, which I consider not to be an IBT entity and therefore not impacted by this suspension. However, to avoid any dispute whether my services in that capacity may involve IBT affairs, I voluntarily agree to refrain from any and all involvement in the California Federation of Labor during the service of my suspension.

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.



Jason Rabinowitz
Dated: 11/4/23

State of California

County of _____

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.

PLEASE SEE CA
NOTARY CERTIFICATE
ATTACHED

(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:



for the International Brotherhood of Teamsters
Dated: 11/13/23

APPROVED:



Independent Review Officer
Dated: 3/22/24

CALIFORNIA JURAT

GOVERNMENT CODE § 3202

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

Subscribed and sworn to (or affirmed) before me on

this 04 day of November, 2023, by
Date Month Year

(1) Jason Rabinowitz

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.

Signature [Signature]
Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____