

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

Richard Blevins, Gerald Janes, Jr., Frank	)	
Brawner Woolridge, Raul Barragan, and Eddie	)	
Rizzo,	)	
	)	
Plaintiffs,	)	
	)	Case No. 19-cv-08075
v.	)	
	)	
International Brotherhood of Teamsters,	)	Jury Demanded
International Union; Joint Council 25,	)	
International Brotherhood of Teamsters, and	)	
Terry Hancock, in his capacity as President of	)	
Joint Council 25,	)	
	)	
Defendants.	)	

**COMPLAINT**

1. In violation of the trusteeship provisions of Section 302 of the Labor Management Reporting and Disclosure Act (LMRDA), 29 U.S.C. § 462, and the free speech provisions of Section 102(a)(1) and (a)(2), 29 U.S.C. § 411, the defendant International Brotherhood of Teamsters, International Union (IBT), and IBT Joint Council 25 and its president Terry Hancock, have unlawfully placed the plaintiffs' local, IBT Local 786, in trusteeship. There is clear and convincing evidence that the defendant IBT has imposed the trusteeship on Local 786 because it refused to agree to a merger—a trusteeship that was for an anti-democratic purpose, in violation of 29 U.S.C. § 462. On two occasions, the emissaries of IBT President James Hoffa said to Local 786 officers or members that the reason for the trusteeship was the refusal of Local 786 to merge into Terry Hancock's Local 731—and submit to Hancock's control. The admission of this true purpose by Ed Keyser and later by Tom Conelias shows that the official reason for the trusteeship as set out in President Hoffa's notices of March 13, 2019 and July 22, 2019 is

pretextual. Local 786 rejected merger into Hancock's Local 731 because the Local 786 pension plan is funded in full while Hancock's Local 731 pension plan is not. Local 786 also opposes the corrupt practices of the Joint Council 25 both under John Coli who was convicted of graft and embezzlement and was forced to resign and under Hancock who succeeded him. The true and unlawful purpose of the trusteeship is to force Local 786 to merge into Hancock's local, shore up the weak financial position of Hancock's Local 731 pension plan, and silence Local 786 as a voice of opposition within Joint Council 25 to Hancock. Such a trusteeship is unlawful and deprives the plaintiff members of their rights to have officers of their own choosing in violation of federal law.

2. Plaintiff Local 786 members suffer irreparable injury from the loss of Local 786's autonomy—and to have a Local and officers willing to oppose corrupt practices in the Joint Council and in Hancock's own local. Under 29 U.S.C. 412 and 464, this Court is expressly authorized to issue injunctions to stop violations of Title I and III of the LMRDA as described here.

3. Because IBT President Hoffa's representatives have said Local 786 is in trusteeship because it rejected a merger into Local 731—an unlawful purpose—plaintiffs are likely to succeed on the merits of their legal claims.

4. Accordingly, plaintiffs seek preliminary and permanent injunctive relief under 29 U.S.C. §412 and §464 to lift the illegal trusteeship, reinstate the fired officers.

#### **Parties**

5. Plaintiff Richard Blevins is a member in good standing of IBT Local 786 and a former officer of Local 786.

6. Plaintiff Gerald Janes, Jr. is a member in good standing of IBT Local 786 and a former officer of Local 786.

7. Plaintiff Frank Brawner Woolridge is a member in good standing of IBT Local 786 and a former officer of Local 786.

8. Plaintiff Raul Barragan is a member in good standing of IBT Local 786 and a former officer of Local 786.

9. Plaintiff Eddie Rizzo is a member in good standing of Local 786 and a former officer of Local 786.

10. Defendant International Brotherhood of Teamsters, International Union, is a labor organization within the meaning of 29 U.S.C. §402(i) and (j) and a parent labor organization of Local 786 and Local 731 of the International Brotherhood of Teamsters.

11. Defendant Joint Council 25 is also a labor organization within the meaning of 29 U.S.C. § 402(i) and (j).

12. Defendant Terry Hancock is president of Joint Council 25 and an officer of a labor organization within the meaning of 29 U.S.C. §402(n).

#### **Jurisdiction**

13. This court has jurisdiction of the claims here under 28 U.S.C. 1331 and 29 U.S.C. 464, which authorizes this court to enjoin trusteeships imposed in violation of Title III of the LMRDA, including 29 U.S.C. §462.

14. This court also has jurisdiction of the free speech claims of plaintiffs under 28 U.S.C. 1331 and 29 U.S.C. 412, which authorizes this court to issue injunctions to enforce the rights set out in Title I of the LMRDA, including 29 U.S.C. §411(a)(1) and (2).

15. Venue is proper in this judicial district because the trusteeship was imposed here.

**Facts**

16. Local 786 IBT is a local with approximately 1400 members who do Teamster-related work in the construction industry.

17. The president of Local 786 was Michael Yauger up to June 1, 2019 and then the late Anthony Pinelli was its president until July 22, 2019.

18. Local 731 IBT is a local with approximately 5,800 members who also do Teamster related work in the construction industry, as well as in garbage services.

**Defendants' Animus to Local 786**

19. There has been competition between Local 786 and Local 731 for members doing Teamster related construction work, and both locals conduct organizing in construction work.

20. Local 786 has been more successful than Local 731 in such new organizing.

21. The collective bargaining agreements of Local 786 are often superior to those of Local 731.

22. Members of Local 731 who work side-by-side with members of Local 786 on construction projects are aware of these differences.

23. Local 786 also has the advantage of a fully funded pension benefit plan, and in fact is 104 percent funded, with benefits superior to those of Local 731.

24. By contrast, the Local 731 pension plan is not fully funded based on realistic actuarial projections, and the plan was only recently removed from the so-called "yellow zone" designation.

25. Because of its partial funding, the Local 731 pension plan has had to cap and reduce benefits.

26. The partial funding of the Local 731 multi-employer pension plan hurts Local 731's ability to sign new employers to collective bargaining agreements, because new employers run the risk of assuming liability for underfunding by employers in the past.

27. By contrast, Local 786 has found it easier to organize new employers because such new employers would not incur the same risk of liability for a fully funded plan.

28. The president of Local 731 IBT is Terry Hancock.

29. Terry Hancock is also president of Joint Council 25, which is an intermediate labor organization consisting of various Chicago-area Teamster local unions.

30. Local 786 and Local 731 are members of Joint Council 25.

31. The Joint Council executive board consists of seven trustees or voting members.

32. Hancock was elected to succeed John Coli as Joint Council president, after Coli was indicted for embezzlement.

33. Hancock was Vice President of Joint Council 25 during the period that Coli was embezzling funds and paying a state legislator for a ghost payroll job and other financial misconduct.

34. Yauger, as a trustee of Joint Council 25, voted against Hancock when Hancock ran to succeed Coli as president of Joint Council 25.

**Defendants' Scheme to Force Local 786 to Merge into Hancock's Local 731**

35. Acting in concert with defendant IBT and President Hoffa, defendant Hancock has sought to use the threat of trusteeship to intimidate Local 786 to merge into Local 731 and come under his personal political control.

36. Hancock repeatedly told Local 786 officers that Local 786 was not sustainable as a local union and demanded that Local 786 come under his control.

37. Hancock has sought merger to end Local 786's ability to compete with Local 731 for purposes of organizing employers in construction.

38. Hancock has also sought merger to gain control of the Local 786 pension plan, and to use the merger to shore up the Local 731 pension plan.

39. Hancock also sought to merge Local 786 into Local 731 because Local 786, which had a seat on the Joint Council, opposed his election as president of Joint Council 25.

40. Hancock served as Vice President of the Joint Council 25 during the period that Coli was engaged in criminal activity and has done nothing to monitor or stop corrupt activity in the Joint Council.

41. Hancock also sought to silence Local 786 as an independent voice opposing corrupt activities in Joint Council and Local 731 and holding Hancock accountable for it.

42. For these and other reasons, Hancock continued to eliminate Local 786 as an independent local union and to make repeated demands up to the present to have Local 786 merge into Local 731 and come under his control.

43. Hancock has used his political relationship with the defendant IBT and President Hoffa to force the merger of Local 786 into Local 731.

44. Hancock has been an active supporter of President Hoffa in past IBT elections and has a personal relationship of a political nature with President Hoffa, and the two attend political events together.

45. The IBT has been willing to support Hancock in his aim of merging Local 786 into Local 731.

46. In the last week of February 2019, President Hoffa's special representative Ed Keyser—then the International Union representative serving as the independent disciplinary

officer (IDO) of the IBT—told Local 786 officers that the Local would be trusted by “May 1” if it rejected merger into Hancock’s local.

47. Hancock was on this phone call and in other phone calls between the IBT and the officers of Local 786 relating to the trusteeship.

**Local 786’s Rejection of Merger into Hancock’s Local 731**

48. After the IBT’s threat to trustee the Local if it rejected merger, the Local 786 executive board then met on February 28, 2019 to consider Keyser’s demand.

49. The Local 786 executive board rejected the demand to merge Local 786 into Local 731.

50. Among other reasons for rejecting merger, such a merger would risk the financial soundness of the Local 786 pension plan.

51. Local 786 is financially stable and has net positive revenue.

52. Local 786 has had net positive revenue in four of the last six years for which annual LM-2 reports for Local 786 are filed.

53. On October 5, 2018, President Hoffa sent Patrick Gleason as the IBT’s personal representative to monitor Local 786 and its finances and administration of its collective bargaining agreements.

54. Such action was a limitation of the autonomy of Local 786.

55. Subsequently, by letter of March 7, 2019, President Hoffa increased the authority of Gleason to review and approve every application for membership and review every collective bargaining agreement.

56. Such action was a further limitation of the autonomy of Local 786.

57. The appointment was intended to warn Local 786 to submit to the merger as IDO Keyser had demanded.

58. The IBT personal representative was unable to find any evidence that the Local was not sustainable and none was ever cited in the reasons given for the trusteeship.

**Pretextual Reasons for Trusteeship of Local 786**

59. By notice of March 12, 2019, IBT president Hoffa set out various pretextual reasons or charges to justify a trusteeship and set a date in April 2019 for a trusteeship hearing on such charges.

60. The notice of March 12, 2019 revived a stale charge that had previously been made that a so-called recycled agreement developed by Local 786 for owner operators was sub standard.

61. That recycled agreement had been replaced by Local 786 two years earlier in 2017.

62. By letter dated August 8, 2017, President Hoffa wrote that Local 786 had complied with his order to replace the agreement, and the matter was closed.

63. The IBT's notice of March 13, 2019, also claimed that Local 786 later failed to collect contributions under the new participation agreement with owner operators.

64. The IBT never showed that there had been any specific failure in any specific case.

65. Owner-operators are self-employed members who drive their own trucks and agree to pay Teamster pension and health plans to receive various fringe benefits.

66. Because owner-operators make so little on an hourly basis, only a few can afford to pay in at the hourly rate required by these participation agreements.



67. As described above in 2016, there had been a finding that a specific participation agreement used by Local 786 for owner-operators, known as the Local 786's Recycled and Recyclable Building Material Haul Agreement (RRG), was substandard—that is, it did not meet so called “area standards” in the Joint Council.

68. Local 786 had duly submitted the RRG Agreement for prior approval of Joint Council and acted in good faith—but for a year and a half heard nothing from Joint Council as to whether it was approved or not.

69. Upon the action of the Joint Council rejecting the RRG Agreement, Local 786 immediately complied and disclaimed all interest in these contracts.

70. Local 786 then replaced it with a different agreement, the Non Association Construction Agreement (NACA).

71. Local 786 did not fail to collect contributions under the new participation agreement for owner operators.

72. Most of the owner-operators for whom NACA was intended never signed the agreement.

73. The small number of those who did sign NACA were never able to do Teamster related work, because other Teamster locals chose to shut out these individual operators from working in their jurisdictions.

74. Because these self-employed persons did no Teamster-related work, there were no contributions that Local 786 could lawfully collect.

75. Local 786 dropped or disclaimed the agreements of all the owner-operators who were not compliant.

76. All of this was documented, and there was no specific instance where these agreements were not being enforced.

77. By contrast, the defendant IBT has tolerated actual delinquencies in connection with other IBT Locals in Joint Council 25, without taking any supervision of such IBT locals.

78. In particular, defendant Hancock allowed employers of Local 731 members to accumulate huge delinquencies in contributions to Local 731 benefit plans, and took no legal action to collect such delinquencies until Local 786 complained to IBT President Hoffa about Hancock's inaction.

#### **Unfairness of the Trusteeship Hearing**

79. On April 13, 2019, the IBT convened the hearing on the charges set out in the March 13, 2019 notice.

80. Instead of the location given in the notice, the IBT changed the hearing location two days prior to the hearing to a different address.

81. Many members of Local 786 had no knowledge of where the hearing was.

82. No accurate transcript was kept of the hearing.

83. The recommendation of the hearing panel to President Hoffa has still not been made public, despite numerous requests from members of the ousted Local 786 executive board.

84. On July 22, 2019, IBT President Hoffa issued a finding saying that a "report" of the panel recommended trusteeship.

85. No such report has ever been released or a summary of its contents.

86. The order of trusteeship of July 22, 2019 repeats the same stale charge resolved in 2016 and the failure to collect contributions from owner operators without giving any specific evidence for the so called "findings."

87. Immediately upon issuance of the July 22 notice, the IBT fired the elected officers and installed a trustee, Dennis Morgan, to administer Local 786.

88. In October 2019, the trustee Dennis Morgan called a meeting of the membership of Local 786.

89. President Hoffa sent the IBT's independent disciplinary officer (IDO) to Chicago to attend the hearing.

90. The new IDO was Thomas Conelias who had replaced Keyser as IDO.

91. Keyser had previously said the purpose of the trusteeship was the rejection of the merger into Local 731.

92. At an October meeting, Conelias also stated that the trusteeship existed because Local 786 had rejected the merger into Local 731.

93. He made the statement in public before numerous members of Local 786.

94. In open meeting, before numerous witnesses, Conelias tacitly admitted that the reasons given for the trusteeship were pretextual and the real reason was the Local's failure to agree to the merger into Hancock's local.

#### **Exhaustion of Internal Remedies**

95. Local 786 members have sought to exhaust their internal remedies to lift the trusteeship.

96. On August 5, 2019, certain plaintiffs who are former Local 786 officers filed the protest of the trusteeship, a copy of which is attached as Exhibit A.

97. In addition, 984 members of Local 786 signed a petition objecting to the trusteeship.

98. On October 10, 2019, the IBT General Executive Board dismissed the trusteeship protest filed on August 5, 2019 and attached as Exhibit A.

99. On the same date, August 5, 2019, plaintiffs also filed internal charges with the IBT against Hancock for corrupt activities in Local 731 and the Joint Council 25—a copy of which is attached as Exhibit A—including past misuse of union funds by Hancock and his culpability as Vice President of the Joint Council 25 during the period that President Coli was embezzling funds and paying off a state legislator with a ghost payroll job. A copy of the internal charges is attached as Exhibit B.

100. The IBT General Executive Board has also dismissed the internal charges relating to corruption and attached as Exhibit B.

101. Recently, Local 786 members raised questions at a membership meeting about the increase in office expenses since the Trustee Dennis Morgan assumed control of Local 786.

102. The Trustee has subsequently cancelled membership meetings.

103. By letter of November 19, 2019 to all Local 786 members, the Trustee Dennis Morgan wrote:

“Please be advised that the upcoming month’s General Membership Meeting on December 9, 2019 has been cancelled. At this point there are not meetings scheduled for 2020. Notification of future meetings will be provided.”

104. In November 2019, defendant Hancock was re-elected as President of Joint Council 25 without any voice of opposition to such election.

**Count I**  
**(Violation of Trusteeship Provisions of LMRDA)**

105. Title III of the LMRDA, specifically 29 U.S.C. § 462, provides that trusteeships

“shall be established and administered... only in accordance with the constitution and by laws of the organization which has assumed the

trusteeship... and for the purpose or correcting corruption or financial malpractice, assuring the performance of collective bargaining agreements or other duties of the bargaining representative or otherwise carrying out the legitimate objects of such labor organization.”

106. Furthermore, under the same 29 U.S.C. §462, such a trusteeship must be established and administered by defendant IBT in good faith.

107. Under 29 U.S.C. §462, it is unlawful for defendant IBT to establish this trusteeship of Local 786 in order to force a merger of Local 786 into Hancock’s local.

108. Under 29 U.S.C. § 462, it is unlawful for defendant IBT to establish this trusteeship of Local 786 in order to give Hancock control of Local 786’s fully funded pension plan and to risk the financial integrity of such plan to shore up his own local’s partially funded plan.

109. Under 29 U.S.C. § 462, it is unlawful for defendant IBT to establish trusteeship of Local 786 to order to eliminate Local 786 from competing successfully with Local 731 and offering better wages and benefits than Local 731 can offer

110. Under 29 U.S.C. §462, it is unlawful for defendant IBT to establish this trusteeship in order to silence Local 786 as a voice of opposition to Hancock’s corrupt practices in Joint Council 25 and Local 731.

111. Under 29 U.S.C. § 462, it is unlawful for defendant IBT to use pretextual and false reasons for establishing the trusteeship and concealing the true purpose of satisfying Hancock’s interest in forcing a merger into his local.

112. Under 29 U.S.C. §462, it is unlawful for defendant IBT to establish a trusteeship under the IBT Constitution when there is no just cause under any provision of the IBT Constitution to require or effect a merger of Local 786 with Local 731.

113. The aforesaid illegal acts under 29 U.S.C. §462 also violate the plaintiffs' equal right to vote and right to speak and assemble under 29 U.S.C. §411.

114. Defendants Joint Council and Hancock have acted unlawfully and in concert with defendant IBT to carry out this unlawful trusteeship and have instigated or caused defendant IBT to violate the provisions of 29 U.S.C. §462 and are named in this count as necessary and indispensable parties and to ensure compliance with the request relief.

115. Plaintiff union members have been adversely affected by such unlawful acts described herein both because they have lost their position as elected officers of Local 786 and because they have lost their rights as members to have officers of their own choosing.

116. As defined in the LMRDA, 29 U.S.C. § 402(h), the term "trusteeship" means  
"any... receivership... or other method of supervision or control whereby  
a labor organization suspend the autonomy otherwise available to a  
subordinate body under its constitution or by laws."

117. Defendants have now engaged in a "trusteeship" of Local 786 within the meaning of the term as defined in 29 U.S.C. 402(h) since the IBT president appointed a monitor to supervise and use methods of control or supervision over Local 786 on October 5, 2018,

118. Accordingly, by the acts and statements set forth above, and for the illegal purposes set forth above, the defendant IBT has violated the rights of plaintiffs defendant IBT has established and continues to administer the trusteeship of Local 786 in violation of 29 U.S.C. §462 and other provisions of Title III of the LMRDA.

WHEREFORE plaintiff Local 786 members pray this Court to:

A. Declare that defendant IBT has established and maintained the trusteeship of Local 786 since July 22, 2019 in violation of 29 U.S.C. §462 and other provisions of Title III of the LMRDA relating to trusteeships.

- B. Order that defendant IBT act immediately to take all necessary measures to lift the trusteeship now in place of Local 786 which followed the prior limitation of the autonomy of Local 786 when a monitor was appointed on October 5, 2018
- C. Restore Local 786 to its full autonomy and independence as existed prior to the limitation on its autonomy on October 5, 2018 and establishment of a formal and full trusteeship on July 22, 2019.
- D. Order that defendant IBT cease and refrain from further acts of any kind to limit the autonomy of Local 786, including the forced merger of Local 786 into Hancock's Local 731.
- E. Order that defendants IBT and Joint Council 25 refrain from any acts of any kind to limit the autonomy of Local 786, including ordering or forcing Local 786 to merge into Hancock's Local 731.
- F. Order defendant Hancock, in his capacity as president of Joint Council 25, to cease and refrain from any acts of any kind to limit the autonomy of Local 786 by forcing or threatening to force Local 786 to merge with Local 731.
- G. Enjoin defendant Joint Council directly and through defendant Hancock from acting in concert with defendant IBT to evade or fail to comply with this order threatening to taking any action inconsistent with this Court's order or otherwise to force Local 786 to merge into Local 731 or give up or limit its autonomy as a labor organization.
- H. Grant plaintiffs their legal fees and costs and such other relief as may be appropriate.

**Count II**  
**(Violation of Equal Right to Voting and Free Speech Provisions of LMRDA)**

119. By the acts set forth above, and in violation of 29 U.S.C. §411(a)(1), the defendant IBT and defendant Joint Council 25 and defendant Hancock as president of the Joint

Council have acted in concert to prevent plaintiffs from having the equal right to vote, and including the right to vote willing to oppose the corrupt practices in Joint Council 25 and Local 731.

120. By the acts set forth above, and in violation of 29 U.S.C. § 411(a)(2), the defendant IBT and Joint Council 25 and defendant Hancock have sought to silence plaintiff members from using Local 786 as a voice of opposition to corrupt practices in Joint Council 25 and Local 731 and for associating together as union members to oppose and expose such corrupt practices.

121. The continuation of the trusteeship, including the cancellation of further membership meetings, will result in the chilling of further speech and expression of views, in violation of the rights protected by 29 U.S.C. 411(a)(2), which are in the nature of the same free speech rights protected by the First Amendment.

122. Plaintiff have adequately exhausted their internal remedies to lift the trusteeship for over four months.

WHEREFORE, plaintiff members pray this Court to:

- A. Enjoin defendants pursuant to 29 U.S.C. § 412 from further acts of intimidation against Local 786 and its members to force Local 786 to merge into Local 731 and bar defendants from carrying out a merger to eliminate Local 786 as an independent entity.
- B. Grant plaintiffs' punitive damages against defendant Hancock for his unlawful participation of such a campaign of intimidation against Local 786 to force a merger into his Local 731, including but not limited to his own attempt to put in place the unlawful trusteeship.



- C. Restore the rights of plaintiffs to have officers of their own choosing and equal right to vote for officers willing to oppose Hancock and corrupt activities within Hancock's local and Joint Council 25.
- D. Award plaintiffs their legal fees and such other relief as may be appropriate.

Dated: December 11, 2019

Respectfully submitted,

/s/ Thomas H. Geoghegan  
One of Plaintiffs' Attorneys

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**APPEAL BY LOCAL 786**  
**FROM GENERAL PRESIDENT ORDER OF TRUSTEESHIP**  
**JULY 22, 2019**

Now come ANTHONY PINELLI, FRANK BRAWNER WOOLRIDGE, RICHARD BLEVINS, JERRY JANES, JAMES GODDARD, and RAUL BARRAGAN, on behalf of Local 786 I.B. of T. and appeal from the order by the General President issued July 22, 2019 appointing Dennis Morgan as temporary trustee and Michael Clark as assistant trustee.

The notice is in violation of provisions of the International Constitution, specifically Article XIX, Sec. 7(a) which provides that:

Section 7(a). No member or officer shall be required to stand trial on charges involving the same set of facts as to which he is facing criminal or civil trial until his final court appeal has been concluded. Nor shall a member or officer be required to stand trial on charges that are substantially the same or arise under the same circumstances as prior internal union charges against such member or officer, provided that a decision was rendered on those prior charges. Any charge based upon alleged misconduct which occurred more than five (5) years before the discovery of the conduct giving rise to the charge shall be rejected by the Secretary-Treasurer, except charges based upon the non-payment of dues, assessments, and other financial obligations.

The notice begins by citing a decision of April 29, 2016 by Joint Council 25 ("JC25") finding that Local 786's Recycled and Recyclable Building Material Haul Agreement ("RRG") was substandard! Despite the fact that Local 786 submitted that Agreement to Joint Council 25 for review, the Council made no response to repeated inquiries about the Agreement. The RRG agreement referenced by the General President contains provisions for contributions to the Local 786 sponsored Welfare and Retirement Funds, as well as wages equaling and surpassing the JC25 Resolutions regarding contributions and material haul. (Exhibit 1).

Despite these facts, JC25 found the contract to be substandard. The GEB affirmed that ruling. Following the ruling, Local 786 disclaimed the contracts, submitted a new agreement for non-Association Construction contract ("NAC"), which JC25 approved. The approved contracts

were provided to a group of owner-operators in May of 2016. It was explained to those attending the meeting that they would also have to sign participation agreements for the Local 786 Funds in order to pay contributions *which were required under the agreement* and that JC25 was drafting a material haul agreement, which *if* adopted, might require additional changes. The meeting was held in May and JC25 had not yet provided its model Material Haul Agreement. Approximately 65 owner-drivers signed the agreements and were given participation agreements to review and sign. The NAC agreement approved by JC25 provided that the benefit contributions were first due after thirty (30) days of covered employment. Fund Administrator, Jeffrey Hoff, testified that the first billing is usually sent out 60 days after the contract effective date. Thus, under the contracts, the owner-drivers had to return the participation agreements by the end of June and commence payments in July after receiving bills for all covered work performed.

Local 786 began sending a series of letters to the owner-operators stating that they must provide the participation agreements or the labor contracts would be disclaimed. After three (3) such letters, the contracts were disclaimed. Local 786, which in previous years had as many as 450 owner-drivers, had 15 in the fall of 2018 and all were paying pension and welfare contributions. This was verified and the files were provided to Hoffa representative, Gleason, and Dave Laborde of the International Union in a two day inspection at the Local 786 offices.

The above facts are important for two reasons. The first is that the Hoffa trusteeship notice states that there is a pattern of permitting owner-operators to work entire construction seasons without payment of contributions. There is no evidence or testimony in this record to support this conclusion. Fifteen owner-operators are still signatory and pay full benefits as of this date. As Hoff testified, a key factor discussed at the May 2018 meeting was that if an

approved agreement was signed, they would be able to work in any area in Joint Council 25. For years, Local 786 owner-operators were subject to shutoff notices from Suburban Locals, particularly Locals 179 and 673, which notified contractors not to contract with Local 786 owner-operators or face picketing notices of substandard wages.

JC25 had promised that there would be no interference with work if the wage/benefit resolutions were included in approved agreements. This proved to be false, but it lured some Local 786 owner-operators, about 65, into signing agreements. Of course they were immediately shut off as soon as they signed the agreements and tried to work in May and June of 2018, but as a result of these shutoffs, they performed no work and had no basis to pay contributions based on days worked. (Exhibit 11).

An example is Vanderhei Trucking. This company was signatory to a Local 786 owner-operator agreement, and it paid benefits on the owner who actually drives its truck for years. Yet in the spring of 2018, it was shut off by Locals 673 and 179 even though proof of payment was provided by Local 786. (Exhibit 11). Thus, as Hoff testified, the Local 786 brokers were shut off as soon as they actually were able to perform bargaining unit work (work on two days in a week) to earn the contribution.

However, the events in May of 2018 had *nothing* to do with the RRG contract upon which the trusteeship notice here is founded. As quoted above, the Constitution contains a double jeopardy provision. JC25 issued a decision on April 29, 2016 which the GEB affirmed on January 23, 2017. However, the General President granted a request for a 90 day stay which indicates that he was familiar with the facts and then wrote:

“Based on this representation, I find that Local 786 has complied with the GEB decision of January 23, 2017.” (Exhibit 8)

Thus, the trial and penalty were complete on the exact same charges previously decided regarding the RRG. The trustee letter is based on the RRG decision in great part, and the trusteeship is a second penalty for the same conduct in violation of the Constitution provision. Article XIX Sec. 7(a) pg. 142. This second punishment of a trusteeship after the disclaimer of hundreds of owner-operator agreements imposes a second penalty for the exact same conduct. It is a flaw that requires the General President's decision to be vacated in its entirety.

Further, the RRG penalty reconsideration is also constitutionally infirm as Article XIX Sec 4-5(d) provides as follows:

“Charges against elective officers of the International Union or any subordinate body shall be limited only to those activities or actions occurring during their current term of office, and only those activities and actions occurring prior to their current term which were not then known generally by the membership of the International Union or the subordinate body in the case of an officer of a subordinate body.”

As noted in the trustee letter of July 22, 2019, the General President's conclusion is based in great part on facts related to the RRG contract charges which were closed by his letter of August 7, 2017. The officers of Local 786 were elected to a term commencing January 1, 2018. Thus the only relevant conduct here is the attempt to find fault with the JC25 approved non-Association Construction Agreement (“NACA”) by the Local in 2018. None of the evidence at the hearing supports the administrative imposition of a trusteeship based on the uncontroverted evidence in the record.

The evidence shows that Local 786 prepared a contract which was submitted to JC25 and approved. It then met with owner-operators and distributed the agreement. The owner-operators were told that JC25 was requiring participation in the benefit funds. The trustees required participation agreements along with the signed contracts. These documents provided that owner-drivers must make weekly contributions for work performed on two (2) days in the week.

Many of these owner-operators attempted to work under the new agreements but were denied assignments outside of Cook County. Without resources to pay expenses, they had no way to pay themselves wages or benefit contributions to the Union Funds. Local 786 did nothing but attempt to comply with ever changing rules imposed by JC25.

The finding that this constitutes a pattern of misconduct is completely unsupported by any testimony or document. The International Union instructed Local 786 to amend the RRG contracts or disclaim them. Local 786 did exactly as ordered and disclaimed the contracts, then obtained approval and offered a different contract which some owner-operators signed. When they couldn't get work, they didn't owe any contributions. The trusteeship is premised on the fiction that the 65 owner-drivers who signed contracts in 2018 went to work and earned money and rather than pay the benefit contributions just kept the money. There is no evidence in this record that a single 786 owner-driver earned anything or drove a truck down one block between April and October of 2018. Nothing supports the conclusion in paragraph 5 of the July 22, 2019 notice that:

5. With respect to both agreements, the current officers were aware that significant number of employers were violating the agreement by failing to contribute to Local 786 Funds, yet failed to utilize any of the tools available under both contracts to force employers to make the required contributions. Instead, the current officers simply disclaimed representation at the end of the construction season because of the failure to make contributions. This pattern repeated itself the following construction season when the current officers signed a new agreement with many of the employers they had previously disclaimed interest in representing. The current officers again failed to enforce the new agreement, allowing these employers to work without making benefit contributions, and again disclaimed representation at the end of the construction season.

Not one witness, document, or photograph was presented that any owner-driver performed work between May through October of 2018. How does the General President know that they worked and earned enough money to pay Fund contributions?

Jeffrey Hoff testified that the majority never signed the participation agreements necessary to allow them to be accepted into the benefit Funds. Nothing contradicts his testimony on that issue. There was no delinquency, no billing, no benefit payments and no loss to the Local 786 Funds. No one earned any benefits, sought any benefits or claimed any benefits based on the 2018 work performed.

Further, three of the current officers of Local 786 were not in office in May of 2018 when most of these events took place. Trustee James Goddard was just sworn in on the Executive Board on May 20, 2019. Anthony Pinelli was sworn in as Vice President in December of 2018 and as President in May of 2019. Raul Barragan became a trustee in May of 2018.

Neither the charges nor the evidence identify any act by any individual officer as a basis for the trusteeship. Certainly none of the above-named officers is identified as having failed to take any action which benefitted an owner-operator. The majority of the work available in the spring of 2018 was in suburban locations, and once the Local 786 drivers were driven out by the Suburban Locals and disclaimed by Local 786, many of them were allowed to work in areas from which they were previously barred and transferred into these Locals.

Thus, there is no evidence in the record to support the conclusion reached that a trustee was necessary to enforce agreements. Further, not only did the International Union fail to provide any evidence that Local 786 failed to collect contributions as a pattern of activity, it failed too in any way rebut the evidence produced that Local 786 has the highest wage rates in the contracts in JC25 for material haul, Ready mix, aggregate, as well as dry wall and block. It also has the best maintained and funded benefits. The Pension funding for the Building Material Fund is over 100 percent funded. The Health and Welfare Fund has significant reserves and has just increased coverage for participants. The attached notices of benefit improvements and

actuarial status prove without a doubt that these are professionally and well managed Funds. (Exhibit 13). Those uncontradicted facts further prove the fallacy that Local 786 officers failed to monitor contracts and collect contributions from 50 owner-operators as a pattern of conduct.

It is apparent that the General President did very little fact finding as he has issued a trusteeship with not a single fact find in the body of the notice. His failure to support the conclusion with findings of fact, quote a single witness or document, or explain any factual basis for his conclusions provides in and of itself a reason to vacate the finding.

What happened here is obvious. President Hoffa appointed a personal representative in January of 2019 and wrote a letter stating what that representative's role would be under that title. In early February, 2019, Local 786 President Yauger was told that he should merge with Hancock's Local 731. The issue was presented to his Executive Board. It was voted down. (Exhibit 14). Yauger was told by IDO Keyser that he would merge with Local 731 or be trustee. In early March, Hoffa authored a letter stating that he Gleason's powers were enhanced to require that he approve all applications for membership and contract offers before they were presented to the Union members. He was to review all business of the Executive Board and be notified of all meetings. What happened to trigger that development? The Local 786 Executive Board voted no to the merger. Having no evidence to justify the trusteeship, the International Union expanded Gleason's powers making him a *de facto* trustee having approval authority over every decision -- turning away contract offers, requiring new employees to wait for eligibility and disrupting the operations of the Union -- retaliation for the no vote and Mike Yauger's years of opposition to Hancock's efforts. This merger decision was preordained before the hearing. It was retaliation for standing up to the bullies Coli and Hancock who when they couldn't get what they wanted went to Hoffa for help -- the ultimate threat, a trustee. This trustee now sits in the



president's office doing nothing to increase membership but telling members that he is investigating the Union's finances.

The hearing was a farce; the transcript is horrible; many statements are missing. Local 786 and its Executive Board have done nothing to justify a trusteeship. The GEB should vacate the order of July 22, 2019 and restore the Union's officers to their positions before permanent damage is done to the benefit Funds and members.

The procedure was unfair; the outcome decided before a witness was sworn in. This order of trusteeship stands in comparison to the activities of other Local Unions of Joint Council 25 as a mockery of the concept of standard contracts. Local 786 is trustee over allegedly failing to collect contributions on behalf of drivers who did not work. Local 731 has complaints on file in court against two employers seeking in excess of a million dollars from each one. Its own documents demonstrate that it collected dues from signatory employers who paid 123 million dollars to drivers in wages and 2.7 million dollars in benefits. (Exhibit 9). One of its employers, Mattias Trucking, paid 17.4 million dollars in wages and 0 dollars in benefits. Local 731 did nothing to collect any of those funds. Why no trustee? In a sworn affidavit, Terry Hancock advises a Chicago federal judge that an employer paid dues for fourteen (14) years without reporting any covered work to the Local 731 Funds. Now that's a pattern.

We urge you to carefully review these exhibits and reverse this order of trusteeship so that we can get back to working for our members.

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**SIGNATURE PAGE**

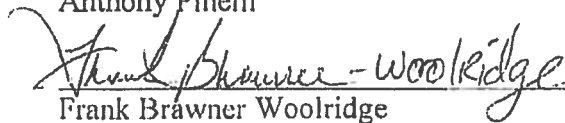
**APPEAL BY LOCAL 786 I.B.T. MEMBERS**

Respectfully submitted,



Date 8-5-19

Anthony Pinelli



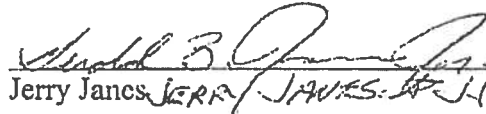
Date 8/5/2019

Frank Brawner Woolridge



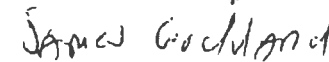
Date 8/5/2019

Richard Blevins

  
JERRY JANES

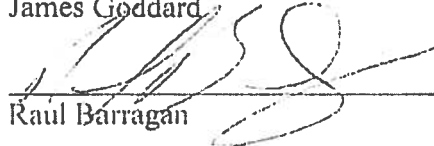
Date 8/5/19

Jerry Janes



Date 8-5-19

James Goddard



Date 8-5-19

Raul Barragan

The above members of Local 786 state that the facts alleged in the above appeal are true to the best of our knowledge and belief as demonstrated by the attached exhibits.

**PLEASE DIRECT ALL CORRESPONDENCE RELATED TO THE ABOVE CARE OF:**

**ANTHONY PINELLI  
53 WEST JACKSON BLVD., SUITE 1215  
CHICAGO, ILLINOIS 60604  
312/583-9270  
312/583-9272 (FAX)**

**THE CURRENT 786 TRUSTEE IS NOT FORWARDING MAIL FROM THAT OFFICE  
TO ANY OF THESE MEMBERS.  
PLEASE DO NOT SEND ANY CORRESPONDENCE IN RESPONSE TO THIS  
CHARGE TO THE LOCAL 786 OFFICE.**

**EXHIBIT 1**

**CULLERTON INDICTMENT**

**ANTHONY PINELLI  
FRANK BRAWNER WOOLRIDGE  
RICHARD BLEVINS  
JERRY JANES  
JAMES GODDARD  
RAUL BARRAGAN**

James P. Hoffa  
General President  
International Brotherhood of Teamsters  
25 Louisiana Ave. NW  
Washington D.C. 20001

Ken Hall  
General Secretary Treasurer  
International Brotherhood of Teamsters  
25 Louisiana Ave. NW  
Washington D.C. 20001

**TO THE GENERAL EXECUTIVE BOARD:**

**CHARGES BY LOCAL 786 I.B.T. MEMBERS vs. JOINT COUNCIL 25**

NOW COME Members of Local 786 International Brotherhood of Teamsters and hereby charge, pursuant to Article XIX, Sec. 7, that Joint Council 25 has been operated by its current officers in violation of their oaths of office and fiduciary duty to act in the best interest of the members of the Council and allowing the property of the Council to be embezzled under a scheme to obtain and provide money paid as a salary and benefit contributions to an individual who performed no work or services but merely took the money and benefits for his personal use.

Specifically:

1. Joint Council 25 ("JC25") consists of all locals in the State of Illinois.
2. JC25 is funded by payment of monthly per capita taxes by the Local Unions which are collected by Local Unions as dues under the International Constitution and then forwarded to the Council as per capita tax.

3. JC25 employs “organizers” whose duties consisted of assisting Local Unions in recruiting new members and administrating labor agreements.

4. Thomas E. Cullerton, a former Teamsters member of Local 734, was employed as an organizer by JC25 from approximately 2013-2016 by JC25.

5. During his employment, Cullerton knowingly conspired with John Coli, President of Joint Council 25, to embezzle, steal and convert assets of JC25 and benefits from the Teamsters Local 734 Health and Welfare Fund and Teamsters Local 734 Pension Fund. (See attached Exhibit 1, *USA v. Cullerton*, 19 CR 623). Coli pled guilty to extorting and collecting \$325,000 in cash payments from an employer under contract with Local 727 during the same years on July 30, 2019. (*USA v. Coli*, 17 CR 470, Exhibit 2).

6. Even though JC25 President Coli knew that Cullerton performed little or no work, he was paid a full time salary, received Health and Pension coverage, as well as a telephone and car allowance. The funds were used by Cullerton to pay personal expenses.

***The Indictment Charges:***

7. Cullerton routinely ignored directives to perform work required of an organizer and, in fact, performed no work or services. He received the full time pay for his position.

8. Payments to and on behalf of Cullerton were routinely approved and paid by the Secretary Treasurer of JC25 who took no steps to verify that work was performed to justify the salary and benefits.

9. An employee who supervised Cullerton complained to Coli that Cullerton did not appear for work, yet Coli took no action to discipline or correct him.

10. Cullerton was paid approximately \$188,320 in salary and benefits in the amount of \$64,068 were paid on his behalf to the Teamsters Local 734 Funds with the false statement that payments were earned by work Cullerton performed. Local 734’s principal officer is Brian Meindel, Recording Secretary of JC25.

11. In order to complete these criminal acts, Cullerton and Coli caused numerous transfers of funds to occur between JC25 and banks and made numerous false statements through the U.S. mail. These false statements constitute a two year pattern of RICO predicates under 18 U.S.C. § 1961.

***These charges allege:***

12. Coli controlled JC25 and operated it as a RICO enterprise during those years.

**John Coli Plea Agreement**

On July 30, 2019, John Coli appeared in court in *U.S. vs. Coli*, 17 CR 470, Judge Pallmeyer. He entered a plea of guilty; a copy of the Plea Agreement is attached as Exhibit B. Coli admitted to taking cash payments totaling \$325,000 from an employer that was under contract with his Local Union, Local 727 and making threats of extortion to collect the payments.

The following language was also included in his Plea Agreement:

c. COLI acknowledges that, in addition to the conduct described above, between in and around 2012 and in and around 2017, he unlawfully received income and other benefits from various representatives of businesses (the "Union/Fund Vendors") that dealt with and provided goods and services to Local 727, its affiliated Teamsters labor organization, the Teamsters Joint Council 25, and/or those labor organizations' employee welfare or pension benefit plans of which the defendant was a Trustee. For example, COLI received from the Union/Fund Vendors, and caused the Union/Fund Vendors to provide, a variety of free benefits to COLI on COLI's behalf, including but not limited to: (i) payment for meals at various restaurants and fine dining establishments located in Las Vegas, Nevada, and in other cities where various organized labor conventions and meetings were periodically held; (ii) payment for entertainment and other benefits; (iii) provision of free tickets to major league sporting events, including tickets and access to "box" seats for COLI and others at National Football League and Major League Baseball games; (iv) the use of a yacht (together with the two-member crew of such yacht) by COLI and his guests both within the territory of the United States and internationally, including an excursion in and around Italy; (v) the free use of commercial space paid for at a Union/Fund Vendor's expense; and (vi) period cash payments to COLI from Individual 2, which were made to COLI in violation of 18 U.S.C. § 1954 on account of work that was awarded to Individual 2 by employee welfare or pension benefit plan associated with Local 727 during the time defendant was a Trustee of these plans. The defendant concealed his receipt of such income and other benefits from the United States Department of Labor by, among other things, causing false annual LM-30 reports to be filed with OLMS that omitted this additional income and benefits. The total amount of income and benefits as described above that COLI failed to report to OLMS was in excess of \$100,000. Moreover, COLI's income from these sources was not reported in COLI's personal federal income tax returns in the years in which these benefits were received. The parties agree that, when combined with the payments defendant received from Company 1 and Individual 1 described

above, the total value of the payments or other things of value to COLI made in violation of law was more than \$500,000 but less than \$550,000.

(Exhibit 1, pgs. 7-8)

This is a description of criminal activity over the period of 2012-2017. It apparently ended with his arrest by the FBI. The above crimes and the numerous mailings and fraudulent wire communications used to commit them, however, constitute RICO predicates and RICO conspiracy as defined by 18 U.S.C. § 1961.

The above conduct constitutes numerous felony violations. While serving as President of JC25, Coli took hundreds of thousands of dollars in payments from employers or vendors with contracts with the Union. It is not even possible to estimate the damage done as a result of these payments in his apparently never ending search for entertainment as a quid pro quo from employers for something not yet revealed. Each one of these payments or gifts constituted a violation of his oath as an officer of Local 727 and JC25 and thus evidence that he was engaged in a constant scheme detrimental to members of JC25 while he was President.

Coli's actions occurred during the office terms of the JC25 Secretary-Treasurer Thomas Stiede, Vice President Terrence Hancock, and Recording Secretary Brian Meindel (who is the principal officer of Local 734, "victim in the Cullerton Indictment"). As they sat by while these crimes occurred and took no action, they cannot be expected to reform the past practices of JC25 and prevent future harm. They have had two years post-Indictment and have done nothing to correct these matters. Also, they all participated in the sham election of Terrence Hancock, as described below.

In light of the sheer volume and number of acts attributable to the JC25 Executive Board during Coli's term, the GEB should appoint a trustee to operate JC25 and report on the implementation of reforms to insure that these circumstances never occur again. Further, the

trustee should be empowered to investigate how these facts took place and vacate any decisions made by JC25 during Coli's term which could in any way be related to the corruption acts of Coli which flourished from 2012-2017.

**The Current President, Terrence Hancock, Should Be Removed.**  
**He Was Not Lawfully Elected.**

On July 10, 2017, John Coli called the meeting of Joint Council 25 to order in Park Ridge, Illinois. He advised that he was resigning effective August 1, 2017 and suggested that the Board vote on a successor. (Exhibit 3, JC25 Minutes July 10, 2017, July 17, 2019). A vote was held to determine Coli's successor, Becky Strzechowski, 4 votes. She was then introduced to the JC25 staff as the President effective August 1, 2017. Subsequent to the July 10, 2017 meeting, a meeting was held between four of the officers at Hancock's home. No minutes were kept of that meeting. However, Terrence Hancock, Tom Stiede, Brian Meindel and James Glimco decided to rescind the election of Strzechowski.

Terrence Hancock issued a notice for a special meeting to be held on July 17, 2017. Michael Yauger objected to the meeting. It went forward and a motion was made to rescind the appointment of July 10, 2017 of Becky Strzechowski. A vote then proceeded with the following results, Terrence Hancock – 4, Becky Strzechowski – 1. Hancock was elected President. This procedure was discussed at a meeting between Strzechowski, Hancock and President Hoffa. President Hoffa brokered a deal that Hancock would serve as President and Strzechowski as Vice President. While President Hoffa may have thought he was settling a private dispute between Hancock and Strzechowski, he obviously never considered the rights of JC25 members to have a President elected pursuant to the JC25 bylaws, and that did not happen. Thus Hoffa assisted Hancock in illegally seizing control of JC25. This allowed him to complete the creation of area standard contracts without a vote of the majority of employees covered by those agreements as



guaranteed by the Constitution in an effort to take control of construction supply delivery in Chicago and Vicinity.

Coli returned to Chicago from the last convention in 2016 boasting that between his expensive dinners and front row show seats, he had obtained a promise that President Hoffa would resign with one year left on his term and Coli would be selected as his successor, and if he had an election, he could run as the incumbent for President. With this plan side lined by the Grand Jury, Hancock stepped into the successor shoes and that process began the plan for his assent to the Presidency of JC25, and perhaps the International Union.

#### **Hancock's Dual Unionism**

The oath of President of JC25 and as president of Local 731 required Hancock to serve the interest of the Teamster members he represented. As noted in Local 786's charges versus Hancock which pended in JC25 for a year and now are before this Board for almost another year, Hancock serves as the Executive Officer of a credit union sponsored by the Operating Engineers Local 150. The Operating Engineers Local 150 has aggressively expanded its jurisdiction to claim driver and helper employees on construction sites which have historically belonged to the Teamsters. In 2018, a Local 786 employer, Truck King, entered into a contract to provide for 35-40 drivers for dump trucks on the O'Hare Airport Modernization work with Judlau. In 2018, Judlau signed a contract for two ground maintenance laborers with Local 150. Local 150 grieved and claimed the Truck King work as its own. The case went to dispute resolution and the arbitrator awarded the work to Local 150 on the basis of a letter written by Hancock that Truck King's contract was not a construction contract appropriate for the job. (Exhibit 4)

The Truck King contract was equal in terms and conditions to all of the Heavy Construction terms in the Teamster contract, and in fact, the dump drivers were paid an

additional \$.50 per hour above the heavy construction contract rate with full Pension and Welfare benefit contributions for the Truck King work at O'Hare. Thus, Hancock intervened on behalf of Local 150, lied, and cost Local 786 38 jobs. Further, Local 150 bragged in an article that it filled the driving jobs with apprentices, thus significantly reducing wages at O'Hare Airport construction. This is typical of Hancock's behavior when he was Construction Coordinator and later president of JC25. It is not possible to live up to the oath and serve two masters. (Exhibit 4)

Thus, the absence of Coli has done nothing to improve the Board at JC25. Hancock continues to tout the area-standard contracts that cover four Illinois Locals, 786, 673, 330 and 731. They do not include Local 325 which has numerous employers in Rockford, Illinois whose employees work on the O'Hare Project with no benefits while Local 786 employers such Truck King are barred. Local 325 and Hancock's Local 731 now share an employer Sonican which has worked for two seasons at O'Hare and pays no Pension or Welfare benefits. In fact, Hancock has allowed it to work on the job and then has sued the employer in federal court for one million dollars in contributions to his Local 731 Excavators Funds. Local 325 has no Pension Fund but rather a management sponsored 401k for its drivers, and it is suing Sonican for one million dollars owed to that plan. Thus, Local 786 is in trusteeship for allegedly failing to collect benefit contributions from 50 owner-operators and thus deprived the area standard (see Hoffa letter of July 22, 2019, Exhibit 5) and this employer hauled concrete on the job and paid nothing to fringe benefit Funds. This is how JC25 operates and the General President apparently approves of this conduct as no action has been taken to prevent or remedy the harm done by the Local 731 conduct.

Even after the General President brokered the deal between Becky Strzechowski and Terrence Hancock, the misconduct continued. Becky Strzechowski began her term as Vice-President but resigned within months. JC25 settled a claim for harassment with her; the details are secret, and the Executive Board had to agree to take training in “how to speak and communicate with co-officers.”

The only term is “out of control” to describe the governing body of this multi-million dollar a year organization. It seems to exist only for the benefit of its officers. It is in need of professional, unbiased officers mature enough to recognize their duty to Teamster members and to live up to their oath. The government was limited to time within the statute of limitations so the Coli Plea Agreement only goes back to 2012, but Coli-Hancock go back further. In 2010, a dinner was held at Mastro’s Steak House in Las Vegas. A Health and Welfare consultant who did business with Funds for Locals 703, 731 and 727 hosted the dinner. It was quite a feast, \$9,000, certainly more than any member spends on a night out. The consultant couldn’t cover the bill, which it is rumored included an \$800 bottle of wine. No problem as Hancock charged \$4,712 to his Union credit card. (Exhibit 6). It wasn’t caught until years later, but it shows the connection between Coli-Hancock began before the headline matters. This evidence and the facts in Local 786’s charges versus Hancock (pending on appeal for a year before the GEB) show the need for action here. This information has been under President Hoffa’s nose for a long time and apparently he hasn’t noticed it as he was just in Chicago and attended Hancock’s golf outing.

These Coli headlines will be duplicated by every management law firm and distributed to any employee thinking of voting for Teamster representation over the next decade. The damage done already is incalculable. The only officer to stand up to Coli-Hancock was Michael Yauger,

and they drove him into retirement in May of 2019 without even a thanks for his Veterans Hiring Program. (See Exhibit 7).

There is a poison throughout the blood of Joint Council 25. Something must be done, and we ask that a competent, unbiased Trustee be appointed while there is still something left to build on in Chicago.

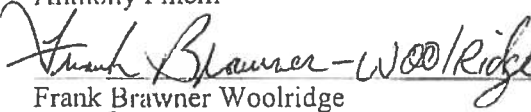
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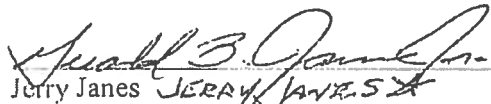
**CHARGES BY LOCAL 786 I.B.T. MEMBERS vs. JOINT COUNCIL 25**

Respectfully submitted,

 Date 8-5-19  
Anthony Pinelli

 Date 8/5/2019  
Frank Brawner Woolridge

 Date 8/5/2019  
Richard Blevins

 Date 8/5/19  
Jerry Janes JERRY JANES

 Date 8/5/19  
James Goddard

 Date 8-5-19  
Raul Barragan

The above members of Local 786 state that the facts alleged in the above charges are true to the best of our knowledge and belief as demonstrated by the attached exhibits, as well as the charges by Local 786 versus Local 731, Terrence Hancock now pending on appeal before the GEB.

**PLEASE DIRECT ALL CORRESPONDENCE RELATED TO THE ABOVE CARE OF:**

**ANTHONY PINELLI  
53 WEST JACKSON BLVD., SUITE 1215  
CHICAGO, ILLINOIS 60604  
312/583-9270  
312/583-9272 (FAX)**

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TO ANY OF THESE MEMBERS.  
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CHARGE TO THE LOCAL 786 OFFICE.**