

year and was on the seniority list for GES, a trade show employer. (Ex. 60 at 38; Exs. 22, 100 and 100A) Nor was Burhoe's father, Maguire, an out of work mover. (Ex. 83 at 23-29) Maguire had been released from incarceration approximately two months prior to the commencement of the Atlantic job. (Ex. 83 at 19-20; Ex. 170) He deposited his withdrawal card and reactivated his membership on September 4, 2009, three weeks before he received his first paycheck from Atlantic. (Ex. 83 at 19-20; Exs. 84, 294 and 304) In September 2009, after being referred by Burhoe, Maguire also worked 153 hours for trade show employers Arata and Shepard.¹²⁰ (Exs. 89-90) In September 2009, Maguire was paid approximately \$7,092 for his work for the companies to which Burhoe had referred him. (Ex. 88-90, 184, 307, 349)

J. Lack of Financial Controls at the Local

1. The Local Trustees Did Not Perform Their Constitutional Duties

It appears that the Local Trustees failed to perform their duties under the IBT Constitution. Because of that failure, Perry was the sole check on himself as the Local's only full-time officer. The Local's bookkeeper was Perry's daughter. (Ex. 6 at 43-44) As detailed below, the Trustees

¹²⁰ Maguire was paid \$1,700 for his work with Atlantic in September. (Exs. 294 & 304) In September 2009, when Burhoe worked 153 hours for trade show employers Shepard and Arata, Shepard and Arata paid Maguire a minimum of \$5,392.00. (Exs. 88-90, 184, 307, 349)

did not verify the Local's bank balances or review the Local's books as the IBT Constitution required.

Pursuant to Article X, Section 8(b) of the IBT Constitution, Local Union Trustees "must sign the books of the Local Union if the Trustees have found them correct and the bank balances verified." (Ex. 1) Trustees Logan, Murphy, and Dizoglio all testified that, in general, they only signed the Trustees reports to be filed with the International that were already completed when they received them from Secretary-Treasurer Perry. (Ex. 28 at 36; Ex. 29 at 14-15; Ex. 30 at 37-39) Perry's cousin Trustee Dizoglio admitted, "I've never checked the balance. I go by what's in the report." (Ex. 28 at 36) Trustee Murphy admitted that he had never reviewed any Local 82 bank statement and testified that he did not know where Local 82's bank accounts were located. (Ex. 30 at 37-41) He also testified that the Trustees did not review any backup documentation to verify the figures listed on the completed Trustees reports. (Ex. 30 at 37-38) He did not know who prepared the reports the Trustees reviewed. (Ex. 30 at 37) Trustee Logan testified that he reviewed only whatever the Local gave him. (Ex. 29 at 14-15) The Trustees merely rubber stamped what Perry and his subordinates presented to them and did not perform their required duties.

2. The Local Allowed Deamicis, a Suspended Member, to Participate in Local Affairs, Even Reimbursing Deamicis' Dues While He Was Not a Member in Good Standing and Owed a Fine to the Local

In April 2005, Local 82 member Deamicis was suspended from membership for a period of one year and fined \$3,000 based upon a disciplinary charge Perry filed against him. (Ex. 60 at 60-64; Exs. 95-98) As discussed below, the Local failed to ensure that Deamicis paid the fine. (Ex. 60 at 62) Under Section 21(B)(3) of the Bylaws and Article XIX, Section 10(d) of the IBT Constitution, he remained suspended until his fine was paid. (Ex. 245 at 26; Ex. 1) Yet, while a portion of the fine remained unpaid, and as a consequence Deamicis was not a member in good standing under the Bylaws and the IBT Constitution, the Local had Deamicis represent it as Chief Steward and reimbursed him for his dues for acting as Chief Steward. (Ex. 60 at 64; Exs. 202 and 347)

On April 8, 2005 Secretary-Treasurer Perry charged Deamicis with bringing reproach upon the Local and injuring the members by personally benefiting from steering work to himself and away from Local 82 members by pretending he was a business agent. (Ex. 96-98; Ex. 60 at 60-62) After a hearing before the Local 82 Executive Board, on April 28, 2005, Deamicis was fined \$3,000 and suspended from

membership for a period of one year. (Ex. 60 at 61-62; Exs. 61 and 98)

Just over a year after Deamicis' suspension from membership should have been completed if his fine had been fully paid, but while his fine remained unpaid, Secretary-Treasurer Perry began appointing Deamicis as Chief Steward. (Exs. 98-99; Ex. 6 at 74, 137-139; Ex. 95) At the time, under the Bylaws and the IBT Constitution, Deamicis' suspension continued and he was not a member in good standing. (Ex. 245 at 22; Ex. 1) Despite Deamicis not being a member in good standing, Perry regularly permitted Deamicis to attend the Local's General Membership meetings. (Exs. 344, 348) In addition, on at least two occasions in 2007, Deamicis, who has never been an Executive Board member, attended Executive Board meetings. (Exs. 365-366) Also, in October 2007, Deamicis served as an alternate for then Vice President Frederick Perry during the Executive Board hearing on the charge Callahan brought against Joe Wright. (Ex. 111) In addition, in 2009, while Deamicis was still suspended under the Local's Bylaws, he represented the Local as a member of the GES contract negotiation committee. (Ex. 60 at 66) Perry also allowed Deamicis to attend all ratification votes on contracts in the trade show industry. (Ex. 60 at 52-54)

In 2007 and 2008, Chief Stewards were reimbursed for their dues payments on a quarterly basis. (Exs. 201-202, 347) In 2009 and 2010, Chief Stewards were reimbursed for their dues payments on a yearly basis. (Ex. 14 at 33-34; Ex. 202) Between December 27, 2007 and December 18, 2009, Deamicis received approximately \$2,123.00 from Local 82 in dues reimbursements. (Exs. 202 and 347) Throughout this time, part of his fine remained unpaid. (Ex. 60 at 62-64; Ex. 95)

During his June 7, 2010 IRB sworn examination, Deamicis admitted that at that date he still owed the Local a balance of \$800 on the fine, which had been imposed over five years prior to the date of Deamicis' sworn examination. (Ex. 60 at 62-64) As of August 6, 2010, Deamicis' last payment on the fine was \$100 on September 26, 2006. (Ex. 95) Deamicis claimed that he discussed his failure to pay the fine with Perry in December 2009 after the IRB's investigation began. (Ex. 60 at 63-64) Thus, both were reminded of the longstanding delinquency. Despite the express Bylaws and Constitutional prohibition, Deamicis continued to act as a member in good standing. (Ex. 387)

Perry, the Local's only full-time officer whose daughter was the Local's bookkeeper, claimed that he was

not aware that Deamicis had not paid the fine in full until the IRB requested Deamicis' dues record from the Local. (Ex. 6 at 44, 137-138) The IRB requested Deamicis' dues record in July 2009. (Ex. 358) According to Perry, upon becoming aware that Deamicis had not paid the fine, Perry told Deamicis that "it came up that he didn't pay it." (Ex. 6 at 138) Consistent with his ignoring other Bylaw and IBT Constitutional obligations, Perry testified that he did not require Deamicis to commit to any payment schedule then because, according to Perry, "it wasn't a big issue." (Ex. 6 at 139) According to Deamicis, when Perry questioned him about the fine, Deamicis responded, "I'm going to get to it." (Ex. 60 at 64) Deamicis testified that Perry responded, "Okay, Jim." (Ex. 60 at 64) As of August 6, 2010, a year after Perry had learned it was delinquent, Deamicis had not paid the fine. (Ex. 95; Ex. 60 at 63-64; Ex. 358) Perry had taken no steps to collect it and continued to act in defiance of his obligations.

K. Without a Written Cost-Sharing Agreement and Any Factual Basis to Support the Allocations, The Union Trustees on the Local Funds, Despite Repeated Notice of their Obligations, Allowed the Benefit Funds to Subsidize the Local

1. Overview

Local 82 and Local 122 share office space in a rented trailer at 348 D Street in Boston. (Ex. 6 at 30) The rent

is \$6,666.67 per month. (Ex. 381) Each Local is liable for half. (Ex. 6 at 30) Local 82 has two affiliated benefit funds, the Local 82 Health and Welfare Fund and the Local 82 Savings and Investment Fund (together, "Funds"). (Exs. 8-11) The Funds each pay \$1,000 per month to Local 82 as their alleged allocation. (Ex. 309; Ex. 6 at 30) In response to a document request from the Chief Investigator, the Local explained the arrangement as follows:

costs are shared in the following manner: the rent is about \$3,300 per month; the H&W Fund pays \$1,000; the S&I Fund pays \$1,000; the Union pays the rest. All tenants have access to two conference rooms fully equipped with table and chairs and telephone conference facilities; a full reception area, shoveling services, a full kitchen with sink, full refrigerator, freezer, coffee and tea machine, bathrooms, cleaning services, copy machines, fax machines, receptionist, internet, wireless, extensive parking, and the Local pays the utilities.

(Exs. 309-310)

In addition to paying a portion of the Local's rent, the Funds also paid the salary of a Local employee. As detailed below, for the period from November 2007 to August 2009, current Local 82 office manager Susan McGuinness ("McGuinness"), whose salary the Funds paid, regularly performed work for the Local.¹²¹ (Ex. 159 at 25, 16-18; Exs. 202, 368)

¹²¹ Between November 2007 and September 2009, McGuinness received two payroll checks from the Local: one on December 17, 2007 for \$400 and one on October 16, 2008 for \$160. (Exs. 202 and 368)

Local 82's principal officer Perry and Geary, its President, both serve as Trustees of each Fund. (Ex. 15 at 9-10, 12; Ex. 6 at 18-19) Article II, Section 2(b)(5) of the IBT Constitution requires members who serve as fiduciaries to a benefit plan to ensure that the "Local Union or other subordinate body pays its fair share for any services or facilities it shares with the plan. . ." (Ex. 1) As discussed below, in violation of their fiduciary duties to both plans, Fund Trustees Perry and Geary failed to ensure that the cost-sharing among the Local and its funds was fair. They allowed the Funds to both pay more than appears was reasonable for rent and to pay a Fund employee who performed work for the Local. They violated their fiduciary obligation to the Funds. Moreover, despite repeated notices, the Local 82 Executive Board ignored the explicit IBT requirement that a cost sharing arrangement between the Local and the Funds be in writing and supported by scientific studies from an independent adviser.

2. Local 82 Affiliated Benefit Funds

Local 82 has two affiliated Benefit Funds: the Local 82 Savings and Investment Fund and the Local 82 Health and

Beginning in September 2009, after the IRB's investigation began, the Local began to pay McGuinness \$25 per hour for her Local work. (Ex. 159 at 17; Exs. 202 and 368)

Welfare Fund.¹²² (Exs. 8-11) The Union Trustees for each Fund are Perry and Geary. (Exs. 10 & 11)

Michael Ross ("Ross"), a CPA, was the accountant for the Local and for both Funds. (Exs. 10-11) Kathryn and Terence Noonan of Noonan and Noonan, were the attorneys for the Local and for both of its affiliated Funds. (Ex. 6 at 39; Ex. 15 at 19-20)

a. Health and Welfare Fund

The Local 82 Health and Welfare Fund became effective February 1, 2004, and was restated February 1, 2008. (Ex. 11) The Local 82 Health and Welfare fund provides Local 82 members with health, dental, vision and life insurance benefits. (Ex. 11 at 4) The Health and Welfare Fund covered Local 82 members, Local 82 employees, and Fund Office employees who met certain minimum hour requirements.¹²³ (Ex. 11 at 8)

According to the Health and Welfare Fund's 2007 Form 5500, signed July 14, 2009, the Fund had net assets of

¹²² Pursuant to the Local's collective bargaining agreements, Local employers also contribute to the New England Teamsters and Trucking Industry Pension Fund. (Exs. 31-33, 40-42)

¹²³ In order to be eligible for coverage for the period February 1-July 31, a member must have a minimum of 600 hours contributed on his or her behalf in the previous June 1-November 30 period. In order to have coverage during the period August 1-January 31, a member must have a minimum of 600 hours contributed on his or her behalf during the previous December 1-May 31 period. (Ex. 11 at 8) The Local and Fund employees were required to work at least 20 hours weekly in order to receive benefits. (Ex. 11 at 8)

\$9,072,254 and 272 participants. (Ex. 9) This was down from 358 participants in the previous reporting period. (Ex. 311) The Fund's administrative expenses totalled \$193,257. (Ex. 9)

The Employer Trustees are George Slattery III of Freeman Decorating Company and Rita MacMunn of Boston Show Services, Inc. (Ex. 11 at 3) The Health and Welfare Fund had three employees, including Perry's daughter-in-law Eleanor "Nori" Perry ("E. Perry"), who worked primarily from her home. (Ex. 6 at 20-21, 31-32) The other Funds employees were Denise Knight ("Knight"), and Susan McGuinness, who was also the Local's Office Manager. (Ex. 6 at 20-21; Ex. 15 at 23-24; Ex. 159 at 7, 18)

b. Savings and Investment Fund

The Local 82 Savings and Investment Fund became effective on April 1, 1994. (Ex. 10 at 3) The Savings and Investment Fund is a discretionary contribution retirement pension plan. (Ex. 10 at 2) According to the Savings and Investment Fund's Form 5500 for 2007, which was filed on July 14, 2009, the Savings and Investment Fund had 985 participants, including 924 active participants and sixty-one retired or separated participants entitled to future benefits and had net assets of \$25,432,910. (Ex. 8) The Fund's administrative expenses totalled \$140,198. (Ex. 8)

The Savings and Investment Fund's Union Trustees are Perry and Geary. (Ex. 6 at 19; Ex. 15 at 12, 14; Ex. 10) The Savings and Investment Fund's Employer Trustees are Anthony Floreano of Freeman Decorating Company and James Callahan of J-Cal Pro. (Ex. 159 at 25; Ex. 6 at 19) The Savings and Investment Fund has two employees, Perry's daughter-in-law E. Perry and McGuinness. (Ex. 8; Ex. 159 at 8, 16)

3. The IBT's 2000 and 2006 Advisories and Policy Manual Regarding Sharing of Administrative Expenses

On June 12, 2000, the IBT issued an advisory to all Locals regarding the sharing of administrative expenses with Benefit Funds. The IBT advisory stated:

It has come to the attention of the International Union that some Local Unions and other Affiliates may not be in compliance with provisions of federal law that strictly limit the circumstances in which ERISA plans (such as Health & Welfare and Pension Plans) can make payments to a Local Union or other Affiliate for services such as rent, claims administration, bookkeeping and the like.

The Employee Retirement Income Security Act (ERISA) is the federal law which regulates Health & Welfare and Pension plans. ERISA prohibits these plans from paying for services provided by a Local Union or other Affiliate except in very limited circumstances. Many Local Union officers also serve as Plan Trustees. Violations of these ERISA provisions can lead to serious civil and criminal penalties. The Independent Review Board has also cited improper payments from Plans to Local Unions and to individual Local Union officers as grounds for recommending both trusteeship and charges against the officers involved.

While cost-sharing agreements are not prohibited, they must be fully documented and objectively justified. This generally means a careful study of the arrangement that conclusively demonstrates that any payments the ERISA Plan makes to the Local Union are for necessary services at a reasonable cost.

(Ex. 314)

Subsequently, in approximately October 2000, the IBT issued a Manual to all Locals entitled, "Local Union Financial and Administrative Policies and Procedures," ("Manual"). (Exs. 314-315) This included a copy of the June 12, 2000 advisory. (Exs. 314-315) Section 31 of this Manual set forth requirements concerning the sharing of administrative expenses with the Benefit Funds. (Exs. 314-315) This section referred to the June 2000 advisory. (Ex. 315) Section 31 stated "[w]e urge you to read the advisory very carefully. . . ." (Ex. 315) The Manual further stated:

If your Local Union is sharing administrative expenses with one or more of your Local Union's Benefit Funds, it is imperative that you have a scientific study of the cost-sharing arrangement made each calendar year. The cost sharing agreement must be approved by both the Local Union Executive Board and the Board of Trustees for the Benefit Fund.

If your Local Union is sharing administrative expenses with a Local Union Benefit Fund(s), please insert a copy of the latest agreement and the approval behind this tab. Also insert a copy of each of the scientific studies used to support the allocation percentages used.

(Ex. 315)

Perry admitted receiving an advisory from the IBT concerning cost sharing. (Ex. 6 at 28-29) As shown below, he, Geary and their advisers ignored it.

On June 17, 2003, the IBT's General Secretary-Treasurer issued a notice to all Local Unions and Joint Councils regarding cost-sharing arrangements. (Ex. 316) This notice referenced the 2000 advisory discussed above and noted that, "all Allocated Services must be supported by an appropriate Cost Sharing Arrangement and by an Allocation Study that properly identifies all costs that can be legally allocated." (Ex. 316) The 2003 notice reiterated that ". . . the study to determine costs to be allocated must be properly documented and should be conducted by an independent third party." (Ex. 316)

Furthermore, on April 10, 2006, the IBT's General Counsel issued an "Updated Advisory Regarding Cost Sharing Arrangements between Affiliates and Related Trust Funds." (Ex. 317) This updated advisory, which was sent to all Local Unions and Joint Councils, referenced both the 2000 and 2003 notices and provided copies of the earlier advisories. (Ex. 317) The 2006 updated advisory stated the following:

. . . Trust fund assets may not be lawfully used to subsidize a Local Union's payroll or other expenses.

It is permissible for a Local Union and related Trust Funds to share the reasonable costs of office space, equipment, and supplies, as well as personnel performing work for both entities, provided the arrangement is fully documented and objectively justified in a way which ensures that Trust Fund assets are being used only to provide benefits and to pay for legitimate Trust Fund expenses. There should, however, be an independent analysis of the arrangement which conclusively confirms that payments from the Trust Funds to the Local Union are only to reimburse the Local Union for legitimate and reasonable Trust Fund expenses.

(Ex. 317) This updated advisory recommended that union officers and Fund Trustees take several steps to ensure that cost sharing arrangements are appropriate. (Ex. 317)

These actions included the following:

1. Consult with counsel and other experts to establish a written cost sharing agreement and/or to ensure that the existing cost sharing agreement providing for payments from a Trust Fund(s) to the affiliate is in compliance with applicable law.
2. Counsel and accountants should be retained by the Trust Funds to verify that written cost sharing agreements between Trust Funds and affiliates are in compliance with applicable law. These professionals should be independent and unaffiliated with counsel and accountants who regularly perform legal and accounting services for the affiliate.

* * *

4. A written cost sharing agreement between the Funds and the affiliate should be executed which, among other things, confirms that the allocation of costs to the Funds by the affiliate must be reasonable and necessary to establishing and operating the Funds, and which provides for

verification by an independent accountant at reasonable intervals. A sample cost sharing agreement between an affiliate and a Fund is attached as Exhibit A.

(Ex. 317)

During his IRB sworn testimony, Perry recalled that he had received at least one advisory concerning cost-sharing, but claimed, "I didn't think it was an issue." (Ex. 6 at 28-29) President and Fund Trustee Geary, who was a Local 82 Trustee when the Local Union Financial Policies and Procedures Manual was issued, testified that he was not familiar with the Manual and stated that he had never read any advisories or letters from the IBT concerning cost sharing agreements. (Ex. 15 at 27)

In addition, Perry and Geary were specifically put on notice when in 2003 and again in 2007, IBT auditors directed Local 82 to comply with the Financial Policies and Procedures Manual.¹²⁴ (Exs. 318-319) Despite the auditors' explicit directions and the requirements set forth in the Manual, Perry still continued to fail to do what was required. Moreover, Geary, who assumed the office of President and Fund Trustee in 2005, also failed to act after the Local received notice in 2007. (Ex. 319)

¹²⁴ During the 2003 audit, Geary was a Local 82 Trustee, but was not a Trustee of either of the Benefit Funds. (Ex. 15 at 10-12)

The Local's Executive Board never approved a written cost sharing agreement between the Local and the Funds. Nor did the Executive Board require that the cost sharing arrangement be supported by scientific studies. In addition, the Funds Trustees never approved any cost sharing agreements. Despite explicit instructions and being reminded of those obligations, Perry and Geary willfully breached their duties to the Funds and their obligations under the IBT Constitution by allowing the Funds to subsidize the Local.

They ignored all alerts to comply. On April 14, 2008, IBT General Secretary Treasurer C. Thomas Keegel ("Keegel") sent a letter to Secretary-Treasurer Perry to address issues related to the International's audit of Local 82 covering the period April 1, 2003 through October 31, 2007. (Ex. 320) In the letter, Keegel requested that the Local advise his office as to what actions the Local had taken to comply the auditor's instructions. (Ex. 320) According to Keegel's letter,

The Auditor instructed the Local that the completion and maintenance of the Manual is required and that all items must be approved in accordance with its Bylaws before incorporating them into the Manual where applicable. The Local was further instructed to reaffirm the policies at least once at the beginning of each new term in office.

(Ex. 320) Keegel's letter requested that the Local advise what, if any, corrective action the Local had taken. (Ex. 320) The Local ignored the International Secretary-Treasurer's requests and did not respond. (Exs. 321-322)

After the Local failed to respond to his April letter, Keegel sent a second letter dated June 27, 2008, requesting that the Local give the matter its "immediate attention."

(Ex. 322) In reply to the second letter, in a letter dated July 18, 2008, Perry stated that the Local was taking corrective action in response to Keegel's letter. (Ex. 323) Perry stated, "We are working on the Financial and Administrative Policies and Procedures Manual."¹²⁵ (Ex. 323) That was an empty representation.

Despite the IBT's auditor's explicit instructions, Keegel's letter, and Perry's representation to the IBT that the Local was working on the Manual, neither Perry, as the only full time officer, nor anyone else at the Local ever

¹²⁵ A memorandum dated June 9, 2010 from the Executive Assistant to the General Secretary-Treasurer to an International Auditor summarized the International's communications with the Local following the audit. According to the memorandum,

An audit letter was sent to Local Union No. 82 on April 14, 2008, the Local did not respond; therefore, a second letter was sent on June 27, 2008. The Local responded in a letter dated July 18, 2008; however all issues were not addressed and the International sent a letter on November 17, 2009, regarding the Local's Statement of Assets. The Local did not respond and a second letter was sent January 25, 2010.

(Exs. 321-322)

completed the Administrative Policies and Procedures Manual, which required that all cost sharing agreements be confirmed in writing and approved by the Executive Board. (Exs. 318-320; Ex. 323)

4. Union Fiduciary's Code of Ethics

Article II, Section 2(b) of the IBT Constitution, which is entitled "Union Fiduciary's Code of Ethics", sets forth the duties of members who serve as fiduciaries of union-affiliated employee benefit plans.¹²⁶ (Ex. 1) Section

¹²⁶ Article II, Section 2(b) of the IBT Constitution entitled "Union Fiduciary's Code of Ethics" provides:

[a]ny member who serves as a fiduciary of an employee benefit plan covering members or employees of the International or any of its subordinate bodies shall pledge to follow the following Code of Ethics with respect to his or her service as a fiduciary to the plan.

* * *

(1) The fiduciary shall faithfully serve the best interests of the participants and beneficiaries of the plan in accordance with the requirements of applicable law

(2) The fiduciary shall exercise his or her duties with respect to the plan with the care, skill, prudence, and diligence under the circumstances that a prudent person familiar with such matters would use acting under similar circumstances.

* * *

(5) The fiduciary shall ensure that the Local Union or other subordinate body pays its fair share for any services or facilities it shares with the plan, including, but without limitation, office space, clerical and administrative staff, telephone, and other office equipment and supplies.

* * *

(7) The fiduciary shall not cause the plan to incur unreasonable administrative or other expenses not necessary for the establishment or operation of the plan, in accordance with established law.

(Ex. 1)

2(b)(5) of the Union Fiduciary's Code of Ethics requires that members who serve as fiduciaries of union-affiliated employee benefit plans "ensure that the Local Union or other subordinate body pays its fair share for any services or facilities it shares with the plan, including, but without limitation, office space, clerical and administrative staff, telephone, and other office equipment and supplies." (Ex. 1) In addition, Section 2(b)(7) of the Union Fiduciary's Code of Ethics states that fiduciaries "shall not cause the plan to incur unreasonable administrative or other expenses not necessary for the establishment or operation of the plan, in accordance with established law." (Ex. 1) Perry and Geary were the Union Trustees for both Funds. (Ex. 6 at 18-19; Ex. 15 at 9-10, 12) Despite their obligations, the Local 82 Benefit Fund Trustees failed to perform their duties.

Indeed, Geary admitted he did not know basic information about the payments from the Funds to the Local for rent. (Ex. 15 at 25-27) For example, Geary testified that he did not know the total amount that the Local received from the Funds each month. (Ex. 15 at 25-27) During his sworn examination, Geary, who owed a fiduciary duty separately to each of the Funds as a Trustee as well as to the members, testified that he was unsure of the

current percentage breakdown among the Local and the Funds with regard to the payment of rent. (Ex. 15 at 25-26)

Despite his obligation to ensure that the Funds did not incur unreasonable expenses, Geary testified that he could not even approximate the share of rent paid by the Local and each of the Funds.¹²⁷ (Ex. 15 at 25-26) Geary acknowledged that he had never seen anything in writing that described the division of rent among Local 82, Local 122, and the Local 82 Health and Welfare and Savings and Investment Funds. (Ex. 15 at 26)

¹²⁷ During his June 8, 2010 IRB sworn examination, Geary testified as follows:

- Q. Who pays the rent for the building or the trailer at 348 D Street?
- A. Local 82, Local 122, Health & Welfare Fund, and the Annuity Fund.
- Q. What is the division of the rents?
- A. Hmm, I don't have exact figures there.
- Q. Do you know approximately?
- A. I don't.
- Q. Have you ever seen anything in writing that lays out the division of rent between Local 82, Local 122, and the Local 82 funds?
- A. I have not.
- Q. Were you a benefit fund trustee when Local 82 moved into its offices at 348 D Street?
- A. I was.
- Q. Do you know if any analysis was done concerning the allocation of rent between Local 82, Local 122, and the funds?
- A. I don't.
- Q. Do you know if the funds - if either the Local 82 Health & Welfare Fund or the Local 82 Savings & Investment Fund employed any professionals to conduct studies to determine whether or not the splitting of the rent was beneficial to the funds?
- A. I don't.
- Q. Do you know if Local 82 hired any professionals to do an analysis?
- A. I don't.

(Ex. 15 at 25-26)

In response to a subpoena District Court Judge Loretta A. Preska issued at the IRB's request, the Funds asserted that records of the analysis allegedly conducted to justify the allocations had not been kept.¹²⁸ (Exs. 165, 324-325) Perry acknowledged that prior to the IRB's investigation,

¹²⁸ When asked to clarify whether or not any studies had actually been conducted, the Funds each produced a one page unsigned document which stated,

When Local 82 decided to rent the space it presently occupies, good faith efforts were employed to ascertain a fair and reasonable market value for assessing and allocating costs of the property. Local 82 was renting the space from the BCEC and then would sublet the space to three additional tenants: Teamsters Local 122; the Health and Welfare Fund, and; the Savings & Investment Fund.

Before allocating costs, teamsters Local Union 82 contacted Cushman & Wakefield for advice on whether to rent the property. Cushman and Wakefield is a worldwide real estate and property management firm. They are experts. Cushman & Wakefield advised Local 82 that, among other considerations, with the business they are engaged in, the proximity to the available work at the BCEC, the ease of access, the ample parking, the facilities, the floor plan, the square footage, and the security, it was a very good deal for the Union. If anything, rent was perhaps a little below market rate but that meant they could save money and pass the savings along to the tenants.

Local 82 sought advice on cost sharing. Cushman & Wakefield advised Local 82 that since Local 122 would occupy one half of the property a fifty-fifty split was advisable. Local 82 was advised that owing to the ample parking, the front reception area always being occupied, the utilities, the cleaning, the janitorial services, a full kitchen and cabinet and eat-in space, two refrigerators, two conference rooms, two bathrooms, access to copiers, binders, faxes, internet, and security systems, as well as office space, all contained in one price, assessing the costs by thirds was a good deal for the Funds, and the Local.

As advised, the agreement is as follows: Local 82 rents the space from the BCEC. Local 122 pays 50% of the rent. Local 82 is responsible for the other 50%. Local 82's rent is divided into three equal shares with the two funds.

(Ex. 326) The Funds' responses did not indicate that either Fund conducted any separate analysis of the proposed cost-sharing arrangement. Nor did they produce anything in writing concerning the alleged advice the Local received from Cushman and Wakefield. (Ex. 326)

neither the Executive Board nor the Fund Trustees had ever consulted or hired a professional to determine the appropriate allocation of costs. (Ex. 6 at 33-34) During his sworn IRB examination, Perry claimed that at some point prior to the Trustees' and Executive Board's approval of the cost-sharing arrangement, the Local's attorney Terence Noonan, who was also the attorney for both Funds, contacted a realtor and determined that the allocations were fair. (Ex. 6 at 34) This appeared to be a reference to what was discussed in the unsigned documents the Funds produced. (Ex. 326) During his sworn IRB examination, Perry admitted that he had never spoken to the realtor, the realtor had never visited the Local's office, and Perry had never seen anything in writing from Terence Noonan following his conversation with the realtor. (Ex. 6 at 34-35)

5. Lack of a Written Agreement or Scientific Studies Supporting the Cost-Sharing Arrangement

No written agreement between the Funds and the Local existed. (Ex. 326) Pursuant to the IBT's policy manual, the Local's Executive Board was required to approve any cost sharing agreement. (Ex 315) The Local's Executive Board meeting minutes reflected that the Executive Board approved the cost sharing arrangement during a May 17, 2006 Executive Board meeting and noted that the Funds would each

pay \$1,000 per month to the Local.¹²⁹ (Ex. 327) The December 5, 2006 Health and Welfare Fund Trustees Meeting minutes confirmed a conference call in which the Trustees approved the cost-sharing arrangement.¹³⁰ (Ex. 328) The Savings and Investment Fund Trustees Meeting minutes did not indicate that these Trustees ever approved the cost-sharing arrangement. (Ex. 329) In any event, there was no written, signed agreement between the Local and either of the two Funds, which the IBT required.¹³¹

¹²⁹ The May 17, 2006 Executive Board Meeting minutes read:

Local 82 signed a lease for the new building. Three year lease for \$6,000 a month. Local 122 will split the building and cost. The H&W and Annuity will pay \$1,000 a month.

(Ex. 327)

¹³⁰ The December 5, 2006 Health and Welfare Fund Trustees meeting minutes read:

Confirm Telephone conference call authorizing lease from Union of office space at 348 D St. \$1,000 per month all utilities included, use of conference rooms, use of fax, copier, telephone, internet, custodial and maintenance services, parking.

(Ex. 328)

¹³¹ During his sworn IRB examination, Perry stated that a rental agreement, not a cost-sharing agreement, between the Local and the Funds had been signed, but claimed he could not recall when. (Ex. 6 at 33) In response to a subpoena issued on March 31, 2010 at the IRB's request, the Funds each produced identical one page letters addressed to Perry signed by a single employer Trustee which summarized the cost-sharing arrangement. (Ex. 326) For example, the May 11, 2010 letter from the Health and Welfare Fund, dated after the issuance of the subpoena, stated,

This letter will confirm that Teamsters Local 82, Savings and Investment Fund have reached an agreement with Local 82 to rent space at 348 D Street at the cost of \$1,000.00 per month. Said rental fee shall include all utilities, telephone service, internet access, and use of fax, copier, conference rooms,

Moreover, despite the IBT's June 12, 2000, June 17, 2003 and April 10, 2006 advisories, the allocations were not objectively supported by scientific studies. (Exs. 314, 316-317; Ex. 15 at 26-27; Ex. 6 at 36) In response to subpoenas District Court Judge Loretta A. Preska issued at the IRB's request, the Funds claimed that the studies conducted to justify the cost allocations were not kept. (Ex. 165; Exs. 324-325) During his sworn IRB examination, Perry testified that he did not think any studies or analysis had been presented to the Fund Trustees before they approved the cost-sharing agreement. (Ex. 6 at 36) Perry also admitted that the Local 82 Executive Board had not reviewed any studies or analysis of the cost-sharing arrangement before it approved the cost-sharing arrangement concerning rent. (Ex. 6 at 36)

Fund Trustees Geary and Perry both admitted that, at times, while she was employed by the Funds, McGuinness performed duties on behalf of the Local. (Ex. 6 at 23-25; Ex. 15 at 16) No records were available to establish the amount of time McGuinness spent on work for the Local. (Ex.

designated private office space, parking custodial and maintenance services.

(Ex. 326) These identical documents appear to have been created in response to the IRB's subpoena, which was issued almost four years after the cost-sharing arrangement commenced. The identical confirmation of the cost sharing arrangement the Savings and Investment Fund produced, which Employer Trustee Anthony Floreano signed, was not dated. (Ex. 326)

159 at 17, 28-29) The Funds were never compensated for the salary they paid McGuinness who performed Local work. (Ex. 202)¹³²

6. The Allocations Were Unreasonable

As noted above, the Fund Trustees failed to ensure that the unsupported allocations were reasonable. As discussed below, the allocation of rent, which required that the Funds pay approximately two-thirds of the total cost, was not consistent with the allocation of space at the Local's office. In addition, the Fund Trustees did not require the Local to pay for clerical and administrative work an employee who the Funds paid performed regularly on the Local's behalf. As discussed below, McGuinness, one of the two Benefits Administrators, performed work for the Local while being compensated by the Funds.

a. Unreasonable Rent Allocation

Neither the Local, nor the Funds ever analyzed the office's floorplan or the use of the office's square footage. (Ex. 6 at 34-36; Ex. 15 at 25-26) Perry testified that the rent was split evenly among the two Funds and the

¹³² The 2007 IBT audit noted, "[t]here is not a scientific study in effect, but upon review of the cost-sharing arrangement between Local Union 82, Local Union 122, and Local 82 Funds, it appears that it is fair and justifiable." (Ex. 319) The IBT auditor did not conduct any scientific study or analysis before concluding that the cost-sharing arrangement appeared "fair and justifiable" (Ex. 319) Nor did she identify the evidence on which she based that conclusion. (Ex. 319)

Local.¹³³ (Ex. 6 at 30) The allocation was not consistent with the division of office space among the two Funds and the Local. For example, as detailed below, five Local 82 employees, including two full-time employees, worked at the Local's office. (Ex. 15 at 22-25; Ex. 6 at 43; Ex. 159 at 31-35) From April 2007 through April 2010, the two Funds combined had one employee, McGuinness, who worked out of the Local's trailer and also performed work for the Local, and one employee, Perry's daughter-in-law, who split her time between the Local's office and her home. (Ex. 159 at 33-34)¹³⁴ Despite the Local having more than double the number of employees working in the Local office than the two funds combined, together, the Funds paid two-thirds of the rent. (Ex. 330) Each Fund paid half of this despite McGuinness spending most of her time on only one of the Funds. (Exs. 330, 332-336; Ex. 159 at 17-18, 21-23)

Currently, the Local has five employees. Perry worked full time as the Local's principal officer and business

¹³³ Under the original lease, the monthly rent was \$6,000. (Ex. 381) Local 82's \$3,000 share of the monthly rent was split evenly among the Funds and the Local. (Ex. 327) In August 2009 the monthly rent due was increased to \$6,666.67. (Ex. 381) Local 82's share of the monthly rent was increased to \$3,300. (Ex. 309) Neither the Fund Trustees nor the Executive Board approved any changes to the cost-sharing arrangement. (Ex. 327) No studies were conducted following the increase in the rent. (Ex. 6 at 34-35; Ex. 15 at 25-26)

¹³⁴ As discussed below, Fund employee McGuinness also performed work for the Local during this period. (Ex. 159 at 17-18, 32-33, 42-43)

agent. (Ex. 6 at 10-12) Geary testified that he worked part-time as a business agent at the Local. (Ex. 15 at 29-30) In addition, the Local employed Perry's daughter, Christine Crosby, part-time as a bookkeeper, and Megan Sela, full-time as secretary. (Ex. 6 at 44) Susan McGuinness worked part-time as the Local's Office Manager. (Ex. 159 at 7, 17) As discussed below, between November 2007 and August 2009, the Funds paid McGuinness. (Exs. 202, 368, Ex. 159 at 8, 21-34)¹³⁵ The Funds were never paid for her time spent on Local work. (Ex. 202)

McGuinness works exclusively at her office at the Local. (Ex. 159 at 7-8) For three years, between April 2007 and April 2010, when Knight was hired, McGuinness was the only Funds employee who worked full time from the Local's offices. (Ex. 159 at 8, 33-34) E. Perry works part-time from her office at the Local, which she shares with Knight, and part time from her home. (Ex. 159 at 33-34) Perry acknowledged that his daughter-in-law performed "the majority of her work" from home. (Ex. 6 at 42) Local 82 Office Manager and Benefits Administrator McGuinness testified that she could not approximate how much of E.

¹³⁵ As noted above, during this time, the Local issued two payroll checks to McGuinness, one on December 27, 2007 and the other on October 16, 2008. (Exs. 202 and 368)

Perry's work was done at the Local because no records were kept.¹³⁶ (Ex. 159 at 33-34)

Of the four offices at Local 82, two offices belong solely to Local employees, one office is shared by two Fund employees, and the remaining office is assigned to McGuinness, who both Funds and the Local employed. Secretary-Treasurer Perry and President Geary each have their own office at 348 D Street. (Ex. 159 at 33-36) Local 82 employees Christine Crosby and Megan Sela, who do not perform any work for the Funds, each have desks in the Local's reception area. (Ex. 159 at 35; Ex. 6 at 43-44) Nevertheless, the Funds paid two-thirds of Local 82's rent without any objective basis for such allocation.

b. Susan McGuinness

In addition to working for both Funds, McGuinness is Local 82's office manager. (Ex. 159 at 7) According to the sworn IRB testimony of McGuinness and Secretary-Treasurer Perry, McGuinness works full time for the Savings and

¹³⁶ In addition, E. Perry, who Perry acknowledged worked the majority of her hours from home, is the only Fund employee who received a fixed salary. (Ex. 6 at 42; Ex. 331) The other Fund employees were paid per hour worked. (Ex. 331) Since October 5, 2009, the Health and Welfare Fund has paid E. Perry a guaranteed \$1,240 per week plus 40 benefit hours. (Ex. 331) This was an increase from \$1,240 for a 40 hour week and \$720 for a 20 hour week with benefits paid per hours worked, which the Health and Welfare Fund paid E. Perry from June 5, 2009 through October 3, 2009. (Ex. 331) Since January 1, 2008, the Savings and Investment Fund has paid E. Perry \$30 per hour with benefits paid per hours worked. (Ex. 331) In 2009, the Health and Welfare Fund paid E. Perry \$47,800 and the Savings and Investment Fund paid her \$21,850. (Ex. 352)

Investment Fund and part time for the Health and Welfare Fund and the Local. (Ex. 159 at 21-23; Ex. 6 at 22-23) They testified that E. Perry works full time for the Health and Welfare Fund and part time for the Savings and Investment Fund. (Ex. 159 at 24; Ex. 6 at 21-22) In addition, in April 2010, the Health and Welfare Fund hired another full-time employee, Denise Knight. (Ex. 6 at 43; Ex. 15 at 23-24)

According to the Form 5500s the Funds filed, McGuinness and E. Perry are the Benefits Administrators. (Exs. 8-9) In 2009, the Health and Welfare Fund paid McGuinness \$39,200 and the Savings and Investment Fund paid her \$23,520. (Exs. 332-334) In 2008, the Health and Welfare Fund paid McGuinness \$43,720 the Savings and Investment Fund paid her \$14,760. (Exs. 334-336)

The Fund Trustees failed to ensure that the Local paid its fair share for "clerical and administrative staff" as the IBT Constitution required. (Ex. 1) As discussed below, the Fund Trustees failed to require that the Local reimburse the Funds for clerical and administrative work that McGuinness performed for the Local while she was paid by the Funds between November 2007 and August 2009.

Indeed, during their sworn examination, Fund Trustees Geary and Perry and Office Manager McGuinness provided

inconsistent and confusing testimony concerning McGuinness' responsibilities with Local 82. (Ex. 15 at 16-17; Ex. 6 at 27; Ex. 159 at 7, 16-17, 25) During her sworn IRB examination, McGuinness initially denied having an official title with Local 82. (Ex. 159 at 25) After consulting with her counsel, who also represented the Funds, the Local, and its officers, McGuinness admitted that her title at Local 82 was Office Manager. (Ex. 159 at 7) Perry's testimony concerning McGuinness' position at Local 82 was similarly evasive. (Ex. 6 at 27) During his sworn IRB testimony, when asked about McGuinness' position with the Local, Perry testified, "I don't know if it's a real position. She kind of oversees the office, what's going on." (Ex. 6 at 27) The July 2009 IBT roster listed McGuinness as the Local 82 Administrative Assistant. (Ex. 337)

Between November 2007 and August 2009, the Funds paid McGuinness' salary. (Ex. 159 at 18)¹³⁷ McGuinness testified that during that time period, she was not employed by the Local. (Ex. 159 at 22) Despite this claim, the 2009 IBT roster, dated July 2009, listed McGuinness as the Local's Administrative Assistant. (Ex. 337) Moreover, other evidence created before Perry, Geary, and McGuinness had a

¹³⁷ As noted above, McGuinness received two payroll checks from the Local between November 2007 and August 2009. (Exs. 202 and 368)

motive to fabricate shows McGuinness continued to work for the Local throughout 2008, despite the Funds paying her.¹³⁸

For example, McGuinness was largely responsible for planning Local 82's 75th Anniversary Party in 2008. (Ex. 159 at 42-48; Ex. 6 at 24-26) In 2008, McGuinness signed at least two contracts on behalf of the Local including a \$46,520 catering contract in September 2008. (Ex. 338) McGuinness signed each contract as the Local's "Benefits Administrator." (Ex. 338) With respect to the Local's 75th Anniversary Party in 2008, McGuinness testified as follows,

- Q. What was your involvement in planning the Local 82 75th anniversary party?
- A. It was big, huge.
- Q. What was your specific involvement in planning the event?
- A. From getting the hall to getting the photographer, from nuts to bolts.

(Ex. 159 at 43) When asked about the amount of time she spent planning the anniversary party, McGuinness testified that she volunteered to help plan the 75th Anniversary Party and claimed that most of her work in planning the 75th Anniversary party was done "off hours." (Ex. 159 at 44-45) McGuinness claimed that she did not keep track of the hours

¹³⁸ In 2008, McGuinness received one payroll check for \$160 from the Local on October 16, 2008. (Ex. 202, 368) In 2008, she also received four additional checks from the Local as follows: \$139.80 on January 24, 2008 for "kitchen supplies"; \$22.36 on March 27, 2008 and \$24.98 on April 18, 2008 both for "meals" and \$73.50 on May 7, 2008 for "supplies and printing." (Exs. 202 and 368)

she spent organizing the Local's 75th anniversary party.

(Ex. 159 at 45)

In addition, the March 30, 2008 General Membership Meeting minutes read, "Newsletter has been sent out, if not receiving it please call Susan [McGuinness]. . . If interested in the summer events- golf tournament, softball and the 75th Anniversary party see Susan for information."

(Ex. 339) McGuinness testified that she assisted in the preparation of the Local's newsletter.¹³⁹ (Ex. 159 at 48-49)

In addition, the April 16, 2008 General Membership Meeting minutes, read "Summer event's planning is going very well. There's still time to sign up, if interested please see Susan." (Ex. 340)

In addition, Burhoe testified that McGuinness probably gave him the December 28, 2008 email requesting labor from Union Payroll's Director of Sales which was discussed above. (Ex. 79 at 72-73; Ex. 218)

The Funds paid McGuinness' entire salary throughout 2008. (Exs. 334-336)¹⁴⁰ The Local did not reimburse either Fund for any time McGuinness spent working on Local

¹³⁹ McGuinness testified that when she was first involved in planning the newsletter, she was employed by the Local and the Funds. She claimed that she could not recall her most recent involvement in planning the newsletter. (Ex. 159 at 48-49)

¹⁴⁰ As noted above, in 2008, McGuinness received one payroll check from the Local dated October 16, 2008 for \$160. (Exs. 202 and 368)

business. (Ex. 202) Despite their obligation to ensure that the Local pay its fair share of all administrative expenses and their direct knowledge as Local 82's Secretary Treasurer and President that McGuinness was performing work for the Local, Fund Trustees Perry and Geary did not require that McGuinness keep records of the hours she worked for the Local. (Ex. 159 at 30) Nor did they require between November 2007 and August 2009 that the Local, rather than the Funds, pay her for those hours worked. (Exs. 202 and 368)

Between November 2007 and August 2009, when the Funds paid McGuinness, the Funds, for whom Perry was a fiduciary, were subsidizing the Local. McGuinness admitted that none of the Fund Trustees ever questioned her about the amount of time that she spent working for Local 82 or either of the Funds. (Ex. 159 at 33)

During his sworn IRB examination, Perry testified that in approximately June 2010, after International Vice President John Murphy contacted Perry concerning the Local's cost-sharing arrangement, the Local "did kind of a generalized what we thought she [McGuinness] was working" and estimated that McGuinness worked only five hours per week at the Local. (Ex. 6 at 28-29) This was the first time that Perry discussed with McGuinness the amount of

time she spent working for the Funds and the Local. (Ex. 159 at 33) During his sworn IRB examination, President and Fund Trustee Geary testified that McGuinness spent 10% of her time working for the Savings and Investment Fund, 90-95% of her time working for the Health and Welfare Fund and two or five percent of her time working for the Local. (Ex. 15 at 16-17) McGuinness contradicted the estimates that Trustee Geary, who was obligated to protect the interests of each Fund, gave concerning the amount of time that McGuinness spent working for each Fund. (Ex. 159 at 17-18, 23) According to McGuinness, as of October 2009, she spent approximately 30 hours per week, the majority of her time, working for the Savings and Investment Fund. (Ex. 159 at 17-18, 23)

7. The Analysis of the Cost Sharing Arrangement Conducted After the IRB's Investigation Began Was Flawed Despite Perry Being on Notice of the Need for it to be Completed by an Independent Adviser

During his sworn IRB testimony on June 11, 2010, Perry testified that, after the IRB began its investigation of Local 82, International Vice President John Murphy reminded Perry of his long-ignored obligation that the Local had to document its cost sharing arrangement in a written cost-sharing agreement. (Ex. 6 at 28-29) Evidencing his bad faith and his consistent defiance of IBT requirements,

Perry secured a conflicted adviser to provide the required study. Subsequent to the IRB's investigation and his conversation with International Vice President Murphy, Perry requested the Local's accountant Michael Ross, who was also the accountant for both Funds, to conduct an analysis of the existing cost-sharing arrangement. (Ex. 6 at 36-38; Exs. 8-9)¹⁴¹ According to Perry, he asked Ross to analyze the division of rent, as well as the amount of time employees spent working for Local 82, the Health and Welfare Fund, and the Savings and Investment Fund. (Ex. 6 at 19-20, 37-38)

Using a professional beholden to the Local is not in the Funds' interest. The Funds' and the Local's interests are not the same. The IBT's April 10, 2006 advisory specifically stated that professionals used to determine whether a cost sharing arrangement complies with applicable law ". . . should be independent and unaffiliated with counsel and accountants who regularly perform legal and accounting services for the affiliate." (Ex. 317) United States v. Simpson 120 F.3d 341, 345-346 (2d Cir. 1997) (union officer "should have obtained advice from independent counsel" and could not rely on conflicted

¹⁴¹ As of August 25, 2010, the study had not been completed. (Ex. 383)

attorney for advice). Ross, the accountant for the Local, is also the accountant for each of the Funds and had allowed the transfer of assets to the Local to continue undocumented and without basis for years. (Ex. 6 at 37-39; Exs. 8-9) Moreover, given Perry's history of ignoring his obligations even when reminded by IBT auditors and the IBT Secretary-Treasurer, this half hearted step taken during an IRB investigation when goaded to do something by an International Vice President did not address the problems and was mere window dressing.

IV. RECOMMENDATION

Based upon the foregoing, it is recommended that Local 82 be placed in Trusteeship.

Exhibits to the Trusteeship Report Concerning Local 82

- Ex. 1 Excerpts from IBT Constitution
- Ex. 2 Charter for Local 82
- Ex. 3 Excerpt from June 1, 2010 IBT Roster
- Ex. 4 Form LM-2 for Local 82 for 2009
- Ex. 5 Form LM-2 for Local 82 for 2008
- Ex. 6 Sworn Examination of John Perry dated June 11, 2010
- Ex. 7 Dues Record for John Perry
- Ex. 8 Form 5500 for Teamsters Local Union No. 82 Savings and Investment Plan for the Period from October 1, 2007 to September 30, 2008
- Ex. 9 Form 5500 for Teamsters Local Union No. 82 Health & Welfare Plan for the Period from October 1, 2007 to September 30, 2008
- Ex. 10 Teamsters Local Union No. 82 Savings and Investment Plan Summary Plan Description
- Ex. 11 Teamsters Local Union No. 82 Health and Welfare Trust Fund Summary Plan Description
- Ex. 12 Excerpt from Form LM-2 for IBT for 2009
- Ex. 13 Form LM-2 for Joint Council 10 for 2009
- Ex. 14 Sworn Examination of Robert Perry dated June 8, 2010
- Ex. 15 Sworn Examination of Patrick Geary dated June 8, 2010
- Ex. 16 Dues Record for Patrick Geary
- Ex. 17 Affidavit and Agreement of William Dodd dated April 12, 2005

- Ex. 18 Letter from Local 82 to IRB dated February 18, 2010
- Ex. 19 Collective Bargaining Agreement for Freeman Decorating Company covering the period from April 1, 2003 to March 31, 2006
- Ex. 20 Freeman Decorating Company Seniority List
- Ex. 21 General Membership Meeting Minutes for November 11, 2007
- Ex. 22 Greyhound Exposition Services Seniority List
- Ex. 23 Sworn Examination of Leif A. Thornton dated June 17, 2010
- Ex. 24 Dues Record for Leif Thornton
- Ex. 25 Sworn Examination of Cheryl Milisi dated June 8, 2010
- Ex. 26 Dues record for Cheryl Milisi
- Ex. 27 Dues record for Francis Dizoglio
- Ex. 28 Sworn Examination of Francis Dizoglio dated June 9, 2010
- Ex. 29 Sworn Examination of John Logan dated June 9, 2010
- Ex. 30 Sworn Examination of Nicholas Murphy dated June 9, 2010
- Ex. 31 Collective Bargaining Agreement with Freeman Decorating Services, Inc. for the period from April 1, 2009 to March 31, 2012
- Ex. 32 Collective Bargaining Agreement with Greyhound Exposition Services for the period from April 1, 2009 to March 31, 2012
- Ex. 33 Collective Bargaining Agreement with Champion Exposition Services for the period from April 1, 2009 to March 31, 2012

- Ex. 34 Collective Bargaining Agreement with Nth Degree, Inc. for the period from April 1, 2006 to March 31, 2009
- Ex. 35 Collective Bargaining Agreement with Union Payroll for the period from April 1, 2006 to March 31, 2009
- Ex. 36 Collective Bargaining Agreement with Boston Show Services for the period from April 1, 2009 to March 31, 2012
- Ex. 37 Collective Bargaining Agreement with Heritage Exposition Services for the period from April 1, 2006 to March 31, 2009
- Ex. 38 Collective Bargaining Agreement with Shepard Exposition Services for the period from April 1, 2009 to March 31, 2012
- Ex. 39 Collective Bargaining Agreement with WillWork for the period from April 1, 2006 to March 31, 2009
- Ex. 40 Collective Bargaining Agreement with Casey & Hayes, Inc. for the period from April 1, 2006 to March 31, 2010
- Ex. 41 Collective Bargaining Agreement with E. A. Spry and Co., Inc. for the period from April 1, 2006 to March 31, 2010
- Ex. 42 Collective Bargaining Agreement with William Walsh Movers for the period from April 1, 2006 to March 31, 2010
- Ex. 43 Sworn examination of Robert Wellman dated May 28, 2009
- Ex. 44 Champion Exposition Services Seniority List
- Ex. 45 Renaissance Management Inc. Seniority List
- Ex. 46 Nth Degree, Inc. Seniority List
- Ex. 47 Corporate Communications, Inc. Seniority List
- Ex. 48 Boston Show Services, Inc. Seniority List

- Ex. 49 Willwork, Inc. Seniority List
- Ex. 50 Casey & Hayes Seniority List
- Ex. 51 ABC Moving Services Seniority List
- Ex. 52 E. A. Spry & Co., Inc Seniority List
- Ex. 53 Metropolitan Moving & Storage Seniority List
- Ex. 54 Schedule Listing Local 82 Members on Seniority Lists for Trade Show Employers
- Ex. 55 Schedule Listing Local 82 Members on Seniority List for Moving Companies
- Ex. 56 Memorandum of Agreement between Teamsters Local 82 and Metropolitan Moving Company for the period from April 1, 2006 to March 31, 2012
- Ex. 57 Sworn Examination of David H. Greene dated May 7, 2010
- Ex. 58 Sworn Examination of James Young dated June 10, 2010
- Ex. 59 Sworn Examination of Thomas Flaherty dated June 10, 2010
- Ex. 60 Sworn Examination of James Deamicis dated June 7, 2010
- Ex. 61 Letter from Local 82 to the Independent Review Board dated April 5, 2010
- Ex. 62 Charge Report Regarding Local 299 Officers and Employees, IBT Decision Regarding the Charges Filed Against Officers and Employees of Local 299 and the IRB's Letter dated November 29, 1993
- Ex. 63 Trusteeship Report Regarding Local 390 dated February 2, 1996
- Ex. 64 Charge Report Regarding Local 390 Officers Clarence Lark, Jr. and John Taylor, and Local 390

Members Joyce Lark and Larry Crenshaw, IBT
Decision and IRB Letter

- Ex. 65 Trusteeship Report Regarding Local 745 dated
 August 5, 1996
- Ex. 66 Trusteeship Report Regarding Local 714 dated
 August 5, 1996
- Ex. 67 Excerpts from Trusteeship Report Regarding Local
 714 dated August 30, 2007
- Ex. 68 Trusteeship Report Regarding Local 107 dated
 February 25, 2010
- Ex. 69 Excerpts from October 1993 and January/February
 1994 Teamster Magazine
- Ex. 70 Excerpts from June 1996, July/August 1996,
 September 1996 and January/February 1997 Teamster
 Magazine
- Ex. 71 Excerpts from October 1996, November/December
 1996 and January/February 1997 Teamster Magazine
- Ex. 72 Excerpts from October 1996, January/February 1997
 and March/April 1997 Teamster Magazine
- Ex. 73 Excerpts from November/December 2007 Teamster
 Magazine
- Ex. 74 Excerpts from May/June 2010 Teamster Magazine
- Ex. 75 IBT Trusteeship Notice Regarding Local 714 dated
 June 9, 2008
- Ex. 76 IBT Notice of Partial Trusteeship over Local 107
- Ex. 77 *Boston Herald* Articles dated June 13, 2006, June
 15, 2006, June 17, 2006, January 7, 2007,
 February 22, 2007 and April 7, 2007
- Ex. 78 Excerpt of List of Members from Local 82 Roster
- Ex. 79 Sworn Examination of Joseph S. Burhoe dated June
 17, 2010

- Ex. 80 Dues record for Joseph Burhoe
- Ex. 81 Criminal History Record for Joseph Burhoe
- Ex. 82 *Boston Herald* Article dated February 17, 2006
- Ex. 83 Sworn Examination of Lawrence F. Maguire dated May 7, 2010
- Ex. 84 Dues record for Lawrence Maguire
- Ex. 85 Schedule of Union Payroll's Trade Show Work for 2006 to 2009
- Ex. 86 Union Payroll Subpoenaed Records for 2006 and 2007
- Ex. 87 Excerpts from New England Teamsters and Trucking Industry Pension Fund Records for Union Payroll for 2005 through 2010
- Ex. 88 New England Teamsters and Trucking Industry Pension Fund Records Produced in Response to Subpoena
- Ex. 88A New England Teamsters and Trucking Industry Pension Fund records produced in response to subpoena sorted by company
- Ex. 89 Schedule of Total Hours Lawrence Maguire worked between 2007 and 2010
- Ex. 90 Excerpts from the New England Teamsters and Trucking Industry Pension Fund Records for Lawrence McGuire
- Ex. 91 Schedule of Hours Thomas Flaherty worked in 2007-2010 based on Pension Fund Records
- Ex. 92 Excerpts from the New England Teamsters and Trucking Industry Pension Fund Records for Thomas Flaherty
- Ex. 93 Schedule of Hours James Deamicis Worked in 2007-2010 based on Pension Fund Records

- Ex. 94 Excerpts from the New England Teamsters and Trucking Industry Pension Fund Records for James Deamicis
- Ex. 95 Dues Record for James Deamicis
- Ex. 96 Letter from Local 82 to James Deamicis Regarding Union Charges dated April 8, 2005
- Ex. 97 Dues Record for Robert Perry
- Ex. 98 Draft Letter from Local 82 to James Deamicis dated May 3, 2005 Regarding Local 82's Decision on Charges
- Ex. 99 General Membership Meeting Minutes of May 20, 2007
- Ex. 100 Excerpt of Records from the New England Teamsters and Trucking Industry Pension Fund Listing Hours Local 82 Members Worked in 2009
- Ex. 100A Schedule of Hours Worked by Local 82 Members in 2009 Based Upon Records from the New England Teamsters Pension Fund
- Ex. 101 Dues record for Thomas Flaherty
- Ex. 102 Dues record for James Young
- Ex. 103 Criminal History Record for James Young
- Ex. 104 Schedule of Hours Worked by James Young in 2009
- Ex. 105 Excerpt of records from the New England Teamsters and Trucking Industry Pension Fund regarding James Young
- Ex. 106 General Membership Meeting Minutes for January 21, 2007, April 22, 2007 and November 11, 2007
- Ex. 107 Sworn examination of Daniel Callahan dated December 18, 2009
- Ex. 108 Letter from Local 82 to Joseph Wright dated March 16, 2007

Ex. 109 Letter from Joseph Wright to Local 82 dated April 4, 2007

Ex. 110 Letter from Local 82 to Joseph Wright dated September 18, 2007

Ex. 111 Notes from Local 82 Disciplinary Hearing Regarding Joseph Wright dated October 10, 2007

Ex. 112 Sworn examination of David Lefebvre dated October 2, 2009

Ex. 113 Not Used

Ex. 114 Form LM-2 for Local 82 for 2007

Ex. 115 Not Used

Ex. 116 Memorandum of Special Investigator Carolina Rivera dated August 19, 2010

Ex. 117 Dues record for Joanne Jones

Ex. 118 Dues record for Mary Kate Flaherty

Ex. 119 Dues record for Arthur Mackeil

Ex. 120 Dues record for Ronald Doe

Ex. 121 Sworn examination of Ronald Daniel Doe dated January 29, 2010

Ex. 122 Sworn examination of Arthur Mackeil dated December 18, 2009

Ex. 123 Dues record for Louis Tsolias

Ex. 124 Sworn examination of Louis Tsolias dated December 21, 2009

Ex. 125 Police report dated September 19, 2007

Ex. 126 Boston Police Department Report dated September 21, 2007

Ex. 127 Disc with Joseph Burhoe's cellular telephone records obtained by subpoena

- Ex. 128 Disc with John Perry's cellular telephone records
 obtained by subpoena
- Ex. 129 John Perry's Cellular Telephone Records for the
 period from September 22, 2009 to December 21,
 2009 obtained by subpoena
- Ex. 130 Schedule of Telephone Calls between John Perry
 and Joseph Burhoe on September 19 and 20, 2007
- Ex. 131 IRB Books and Records Notice to Local 82 dated
 July 16, 2009
- Ex. 132 Sworn Examination of John N. Hurld dated October
 23, 2009
- Ex. 133 Sworn Examination of Paul M. McGrath dated
 October 23, 2009
- Ex. 134 Sworn Examination of Joseph A. Dizoglio dated May
 7, 2010
- Ex. 135 Excerpt from Sworn Examination of Jared Hood
 dated January 29, 2010
- Ex. 136 Sworn Examination of Richard Hogan dated January
 29, 2010
- Ex. 137 Excerpt from Sworn Examination of Marc Doe dated
 January 29, 2010
- Ex. 138 Excerpt from Sworn Examination of Thomas Hogan
 dated January 29, 2010
- Ex. 139 Sworn Examination of David M. Corbitt dated May
 28, 2009
- Ex. 140 Sworn Examination of Edward B. Flaherty dated May
 28, 2009
- Ex. 141 Sworn Examination of Kevin Perry dated May 7,
 2010
- Ex. 142 Excerpt from Sworn Examination of Mark Boyden
 dated January 29, 2010

- Ex. 143 Excerpt from Sworn Examination of Richard Geary dated April 12, 2010
- Ex. 144 Sworn Examination of Paul J. Shoulla dated May 28, 2009
- Ex. 145 Sworn Examination of John C. Scadutto, Sr. dated May 28, 2009
- Ex. 146 Sworn examination of Paul McManus dated May 7, 2010
- Ex. 147 Sworn examination of Joseph Previti dated October 1, 2009
- Ex. 148 Excerpt from Sworn Examination of Robert T. Allen dated January 29, 2010
- Ex. 149 Excerpt from Sworn Examination of Howard Castiglione dated December 18, 2009
- Ex. 150 Sworn Examination of Richard Demas dated December 22, 2009
- Ex. 151 Sworn Examination of John McClellan dated October 1, 2009
- Ex. 152 Sworn Examination of James Lee dated May 29, 2009
- Ex. 153 Sworn Examination of Kevin Barry dated October 1, 2009
- Ex. 154 Sworn Examination of William Benner dated May 28, 2009
- Ex. 155 Letter from IRB to Local 82 dated October 14, 2009
- Ex. 156 Sworn Examination of Vincent Federico dated January 29, 2010
- Ex. 157 Champion Exposition Services Telephone Directory
- Ex. 158 Letter from Local 82 to IRB dated October 20, 2009

- Ex. 159 Sworn Examination of Susan McGuiness dated June 8, 2010
- Ex. 160 Excerpt from Sworn Examination of Stephen Holt dated October 23, 2009
- Ex. 161 Sworn Examination of Joseph Walton dated October 23, 2009
- Ex. 162 Sworn Examination of George Joseph, III dated October 2, 2009
- Ex. 163 Sworn Examination of Henry A. Trask dated December 21, 2009
- Ex. 164 Sworn Examination of Daniel Gorman dated October 2, 2009
- Ex. 165 Subpoenas to the Teamsters Local 82 Health and Welfare Fund, Teamsters Local 82 Savings and Investment Fund and New England Teamsters and Trucking Industry Pension Fund
- Ex. 166 Subpoena to Union Payroll Agency, Inc.
- Ex. 167 Subpoena to Shepard Convention Services, Inc.
- Ex. 168 Subpoena to Champion Exposition Services, Inc.
- Ex. 169 Subpoena to Alan Ginesky d/b/a 525 Beach Nominee Trust
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Ex. 371 Charge Filed by John Perry against James Lee dated December 29, 2008

Ex. 372 Massachusetts Convention Center Authority report regarding the October 28, 2008 James Lee - John Perry Incident

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