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December 20, 2013

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James P. Hoffa, General President  
International Brotherhood of Teamsters  
25 Louisiana Avenue, N.W.  
Washington, DC 20001

Re: Trusteeship Recommendation Concerning Local 36

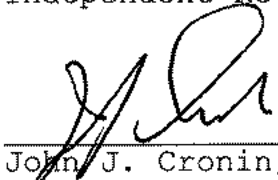
Dear Mr. Hoffa:

Enclosed is the Independent Review Board's (IRB's) Trusteeship Recommendation and Exhibits with respect to Local 36. We believe the evidence detailed in this report warrants the imposition of a Trusteeship. This Trusteeship Recommendation and its related Exhibits are being forwarded to you under Section G, paragraphs (d) and (e) of the March 14, 1989 Consent Order entered in United States v. IBT. Please report within two weeks from receipt hereof and inform the IRB of the actions planned or taken. In this respect, our Chief Investigator, Mr. Carberry, may contact you.

Very truly yours,

Members of the  
Independent Review Board

By:

  
John J. Cronin, Jr.  
Administrator

Enclosures

cc: Members of the IBT General Executive Board, CD w/Exhibits  
Bradley T. Raymond, Esq., CD w/Exhibits  
Tara M. La Morte, AUSA, CD w/Exhibits

Pursuant to the Consent Order of the United States District Court, S.D.N.Y.  
United States -v- International Brotherhood of Teamsters 88 CIV. 4486 (LAP)

## PRIVILEGED AND CONFIDENTIAL

TO: James P. Hoffa, IBT General President

FROM: Members of the Independent Review Board

RE: Trusteeship Recommendation regarding Local 36 in San Diego, CA

DATE: December 20, 2013

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### I. RECOMMENDATION

The Independent Review Board refers the below report to the IBT General President with the recommendation that Local 36 in San Diego, California be placed in Trusteeship pursuant to Article VI, Section 5(a) of the IBT Constitution because the Local is not being operated in accordance with the Constitution, the sole full-time officer and only other full-time employee have been dishonest and the Local is not being operated for the benefit of the members.<sup>1</sup> As shown below, the Local's only two current full-time employees breached their fiduciary duties and violated the Local's Bylaws.

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<sup>1</sup> Pursuant to Article VI, Section 5(a) of the IBT Constitution,

If the General President has or receives information which leads him to believe that any of the officers of a Local Union or other subordinate body are dishonest or incompetent, or that such organization is not being conducted in accordance with the Constitution and laws of the International Union or for the benefit of the membership, or is being conducted in such a manner as to jeopardize the interests of the International Union or its subordinate bodies, or if the General President believes that such action is necessary for the purpose of correcting corruption or financial malpractice, assuring the performance of collective bargaining agreements or other duties of a bargaining representative, restoring democratic procedures or preventing any action which is disruptive of, or interferes with the performance of obligations of other members or Local Unions under collective bargaining agreements, or otherwise carrying out legitimate objects of the subordinate body, he may appoint a temporary Trustee to take charge and control of the affairs of such Local Union or other subordinate body . . .

(Ex. 1)

duties and violated the Local's Bylaws. The Local's current principal officer, Michael Witek ("Witek"), failed to safeguard the Local's property and violated the Local's Bylaws when he improperly used Local funds to purchase a car for the then principal officer, Arthur Cantu ("Cantu"), immediately after Cantu, as known to Witek, destroyed his union car while driving drunk. As part of an embezzlement scheme Cantu engaged in with the Local's current office manager and business agent, Marilyn Rawlins ("Rawlins"), they falsified Local records to conceal that they had meals together in San Diego at Local expense for which there was no union purpose. They also failed to submit itemized receipts for their restaurant charges as the Bylaws required. In violation of the document retention requirements in the LMRDA and the Local's Bylaws, Local records were shredded after Cantu submitted his resignation and shortly before the IRB's examination of the Local's records.

Furthermore, the Trustees do not perform their Constitutional duties and the Local lacked financial controls to protect the members' assets. The Local's Trustees continued not to perform their duties despite specific instructions from an IBT auditor in 2012. In addition, despite instructions from the IBT auditor in 2008, and again in 2012, regarding supporting documentation for credit card expenditures, the Local did not comply. In response to requests from the IRB, the Local was unable to produce supporting documents for some Local expenditures charged to Local credit cards. In addition, there was approximately \$3,320 in gift cards the Local purchased, which are essentially a cash equivalent, that were unaccounted for in the Local's records. The documents destroyed after receipt of the IRB request related to travel expenses, among other things, suggesting that a review would also have shown misconduct.

## II. SUMMARY

Local 36, located in San Diego, California, had approximately 850 members as of December 2012 employed in "construction, rock and sand, solid waste, lumber, building materials, professional and technical jobs". (Ex. 2; Ex. 3) The Local currently has two full time employees: Secretary Treasurer Mike Witek, and Marilyn Rawlins, the Local's office manager. Witek and Rawlins are also Business Agents. As described below, Witek and Rawlins breached their fiduciary duties and failed to comply with the Local's Bylaws.

Immediately after Cantu totaled his union owned car and was arrested for the second time for driving while intoxicated, Witek, using Local money, immediately purchased another vehicle for Cantu to drive. The cost to the Local was \$12,685.74. Cantu should have been held personally responsible to make the Local whole for the car he destroyed. Moreover, as discussed below, it does not appear that there was the required Executive Board approval under the Bylaws to purchase the car for Cantu. Moreover, Witek gave other officers misleading information about the circumstances under which Cantu destroyed the union car. No other officer knew, as Witek did, that Cantu was drunk when he crashed. In addition, as described below, Witek exposed the Local to substantial uninsured risks when he knew or should have known that Cantu drove a Local-owned car during the period that his driver license was suspended for driving while intoxicated.

As discussed below, Rawlins participated in an embezzlement scheme with Cantu, while he was the Local's principal officer, in which she and Cantu caused the Local to pay for their meals which had no union purpose. As part of the embezzlement,

Rawlins and Cantu falsified Local records to conceal that they were having meals at Local expense with no union purpose. They also failed to submit itemized receipts for these meals as the Bylaws required.

As described below, the document retention requirements in Section 206 of the LMRDA and Section 9(F) of the Local's Bylaws required that Local records be maintained for five and six years respectively. Shortly after Cantu submitted his resignation and shortly before the IRB's scheduled examination of the Local's records, Local records were shredded, including travel records maintained in Cantu's office.

The Local lacked adequate financial controls to protect the member's assets. The Trustees failed to perform their duties. Furthermore, despite explicit instructions from an IBT auditor, the Local also failed to maintain proper supporting documentation for expenditures. The Local failed to maintain itemized receipts for meal expenses as Section 15(B) of the Bylaws required.<sup>2</sup> Moreover, the Local failed to maintain control over gift cards the Local purchased. As detailed below, between 2009 and 2012, there were at least 166 unaccounted for gift cards totaling \$3,320. (Exs. 6-10, 146, 150, 152, 157)

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<sup>2</sup> Section 15 (B) of the Local 36 Bylaws entitled Expenses provided:

When a representative of the organization is engaged in activities in the interest of or for the benefit of the organization and its members within the scope of his authority, the labor organization shall pay the expenses incurred therein, or reimburse the representative upon receipt of **itemized** voucher from him or the supplier of such service.

(Ex. 4 at 9 (emphasis added)) Moreover, the Department of Labor required that itemized receipts must be submitted for expenditures of Local funds. (Ex. 5 )

In addition, Section 9 (A) of the Bylaws provides that the Secretary-Treasurer shall, "... keep itemized records, showing the source of all monies received and spent, and shall keep records, vouchers, work sheets, books, and accounts and all resolutions to verify such report." (Ex. 4 at 3)

### **III. INVESTIGATIVE FINDINGS**

#### **A. Officers**

In March 2013, a member at a general membership meeting raised complaints regarding Local 36's then principal officer Cantu's convictions for driving under the influence of alcohol and falsification of receipts. (Ex. 11 at 9-12; Ex. 12 at 26, 29; Ex. 13)<sup>3</sup> Shortly afterwards, on March 21, 2013, Cantu signed a letter resigning his position as Secretary-Treasurer and principal officer effective March 31, 2013. (Ex. 14) Cantu had been the Local's principal officer since 2000. (Ex. 15)<sup>4</sup> On April 1, 2013, Cantu was issued a withdrawal card on retired status. (Ex. 17)

Prior to his retirement, Cantu had been the Recording Secretary of Joint Council 42 since 2010. (Exs. 20-22)<sup>5</sup> Cantu was also an International Representative from 2005 through March 31, 2013 when he resigned. (Ex. 24)

Cantu's salary in 2012 from Local 36 was \$95,953 and he had \$13,273 in disbursements. (Ex. 2) In 2012, Cantu's salary from the IBT was \$25,000 and he also received \$9,100 in salary from the Joint Council. (Exs. 22 and 23) His total income from the Local, the Joint Council and the IBT was \$130,053 in 2012.

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<sup>3</sup> At the March 13, 2013 general membership meeting, a Local member complained regarding Cantu's drunk driving arrests and falsification of receipts. (Ex. 11 at 9-12; Ex. 13) According to the minutes, there was a 90 minute discussion at that meeting regarding issues raised by the member. (Ex. 13) One officer described the meeting as a "highly-charged general membership meeting." (Ex. 11 at 11) The member also complained at the Local's office on March 13, 2013, the date of the March Executive Board meeting. (Ex. 12 at 26, 29; Ex. 19)

<sup>4</sup> Cantu's former father in law, Clarence E. "Arkie" Spoon, had been the principal officer of Local 36. Spoon retired in 1995. (Ex. 18; Ex. 11 at 45-46) Cantu transferred into Local 36 in 1977. (Ex. 17)

<sup>5</sup> Cantu was a Joint Council 42 Trustee from 2006 to 2009. (Ex. 20)

After Cantu's retirement, the Executive Board appointed Michael Witek Secretary-Treasurer and principal officer of Local 36. (Exs. 14, 26 and 27) He has been a member of the IBT since 1984. (Ex. 12 at 11) Witek became a Local 36 Trustee in 2007 and the Recording Secretary and a business agent in 2008. (Exs. 28 and 29; Ex. 12 at 11-13) When he became a business agent, he became a full time Local employee. Before becoming a full-time business agent, Witek had worked at Hazard Construction in Mission Valley. (Ex. 12 at 11) In 2012, Witek received a salary of \$70,900 and \$9,682 in disbursements from Local 36. (Ex. 2) Currently, Witek is the Local's only full time officer.

Domenico D'Agostino ("D'Agostino") became the President of Local 36 on June 30, 2012. (Ex. 56) He had been appointed the Local's Vice President on July 8, 2008 by the Local's Executive Board. (Ex. 41) D'Agostino became a Local 36 Trustee in 2002. (Ex. 32) He has been an IBT member since December 1988. (Ex. 33) In 2012, D'Agostino received \$2,760 from the Local. (Ex. 2) D'Agostino is a concrete driver for Hanson Aggregates. (Ex. 34 at 6)

Todd Strom ("Strom") became Vice President on June 30, 2012. (Ex. 57) Strom had been a Local Trustee from 2006 to June 30, 2012. (Exs. 28-29, 36-39, 2, 57) In 2012, Strom received \$2,760 from the Local. (Ex. 2) Strom has been an IBT member since September 1978. (Ex. 40) Strom is employed as a driver for Vulcan Materials. (Ex. 11 at 5)

Victor Alamillo ("Alamillo") was appointed a Local Trustee on July 8, 2008. (Ex. 41) In 2012, Alamillo received \$2,760 from the Local. (Ex. 2) He has been a member

of Local 36 since 2000. (Ex. 177) Alamillo is employed as a driver for Republic Services. (Ex. 42 at 5)

Gardo Osorio ("Osorio") was appointed a Local Trustee on July 29, 2009 by the Executive Board. (Ex. 43) He has been a member of Local 36 since October 1987. (Ex. 44) In 2012, Osorio received \$2,530 from the local. (Ex. 2) Osorio is a sanitation engineer for Republic Waste. (Ex. 45 at 5)

On August 8, 2012, the Executive Board appointed James Garcia ("Garcia") a Local Trustee. (Ex. 46) He is employed at Pasha Automotive Service. (Ex. 47 at 5) In 2012, Garcia received \$920 from the Local. (Ex. 2) Garcia has been a member of the IBT since 1990. (Ex. 48)

Marilyn Rawlins is the Local's office manager and also a business agent. (Ex. 49 at 11, 15, 17) Rawlins has been a member of the IBT since August of 2000. (Ex. 50; Ex. 49 at 11) Cantu hired her as the Local's office manager. (Ex. 49 at 11) Cantu appointed her Business Agent in 2002 to represent the members at one employer, Kindred, where approximately 60-65 nurses worked. (Ex. 49 at 15-16) In 2007, Rawlins was given a Local auto to use. (Ex. 49 at 18) After Cantu retired, Rawlins was appointed Recording Secretary by the Executive Board. (Exs. 51 and 52; Ex. 49 at 20) She resigned from that position in August 2013. (Ex. 49 at 22) Rawlins is the only full-time Local employee other than Witek. (Ex. 49 at 8, 22-24) In 2012, Rawlins received \$72,259 in salary and \$7,676 in disbursements from the Local. (Ex. 2)

Gary Knight ("Knight"), retired as President of Local 36 on June 30, 2012. (Ex. 35) Knight became a member of the IBT in 1974. (Ex. 55) Knight became a Trustee in



2005, business agent in 2003 and President in 2008. (Exs. 29, 55 and 189) In 2012, Knight received \$14,775 in salary and \$5,677 in disbursements from the Local. (Ex. 2)

Pursuant to Section 13(A)(6) of the Local's Bylaws, the Executive Board has the authority to fill all vacancies in office. (Ex. 4 at 5-6) Knight retired effective June 30, 2012. (Ex. 35) On June 29, 2012, Vice President D'Agostino and Trustee Strom signed letters resigning their then officer positions and accepted the positions of President and Vice President respectively. (Exs. 56 and 57) Subsequently, at the July 11, 2012 Executive Board meeting, Cantu "suggested" that Vice President D'Agostino become the Local's President and Trustee Strom become the Local's Vice President. (Ex. 35) No vote on the motion was noted. (Ex. 35) The Bylaws required a vote of the Executive Board to fill vacancies. (Ex. 4 at 5-6)

#### **B. Procedures at Local 36 for Expenses**

Receipts for expenditures, including credit card charges, were submitted to Rawlins. (Ex. 12 at 93) Rawlins, the Local's office manager, prepared Local checks for signature. (Ex. 49 at 12-14; Ex. 12 at 93) Rawlins then gave the check and back up documentation, such as the credit card statement and receipts, to both Cantu and Witek when Cantu was the principal officer. (Ex. 12 at 93; Ex. 49 at 12-14)

Prior to Cantu's retirement, Cantu, Witek and Knight, until his retirement on June 30, 2012, had the authority to sign Local 36 checks. (Ex. 49 at 12-13; Ex. 35) Upon Cantu's retirement, effective April 1, 2013, Witek, D'Agostino and Strom have had the authority to sign Local checks. (Exs. 30, 58; Ex. 49 at 12-13; Ex. 12 at 93)

Cantu, Witek, Rawlins and Knight had Local 36 credit cards issued to them. (Exs. 59, 60; Ex. 49 at 124; Ex. 12 at 91) Currently, Witek and Rawlins have Local 36 credit cards. (Ex. 49 at 123)

**C. Cantu's Destruction of a Local Owned Car and Witek's and Cantu's Exposing the Local to Uninsured Risk of An Unlicensed Twice Convicted Drunk Driver**

As described below, after Cantu totaled his union owned car and was arrested for the second time for driving while intoxicated, Witek, using Local money, immediately purchased another car for Cantu to drive. The cost to the Local was \$12,685.74. (Exs. 61-64) There was no union purpose. Cantu was personally responsible to make the Local whole for the car he destroyed. Moreover, as discussed below, it does not appear that there was the required Executive Board approval to purchase the car for Cantu. Not all Executive Board members were polled for the telephone poll allegedly conducted as the Bylaws required. Moreover, Witek gave other officers misleading information about the circumstances under which Cantu destroyed the union car. No other officer knew, as Witek did, that Cantu was drunk when he crashed. In addition, as described below, Witek exposed the Local to substantial uninsured risks when he knew or should have known that Cantu drove a Local-owned car during the period that his driver license was suspended for driving while intoxicated. Furthermore, Cantu, with Rawlins' present, provided false information to the Local's insurance carrier regarding an accident he had while his driver license was suspended further jeopardizing the Local.

## **1. Cantu's 2009 Conviction for Driving While Intoxicated**

On December 4, 2008, Cantu was arrested for driving while intoxicated. (Ex. 65) Rawlins and Witek testified that in December 2008, they went with Cantu and Witek's wife to a San Diego Chargers football game. (Ex. 49 at 68; Ex. 12 at 31-32, 37) According to Witek, Cantu was intoxicated. (Ex. 12 at 33)<sup>6</sup> After the game, Cantu drove the union owned car he was assigned to the exit. (Ex. 49 at 69) Witek was not in the car. (Ex. 12 at 34-35) At the exit, the police asked Cantu to take a sobriety test. After he took the test, Cantu was arrested. (Ex. 49 at 69-70) Cantu's blood alcohol reading at the time of his arrest was 0.16 %. (Ex. 65) After Cantu was arrested, Rawlins drove the union owned car to pick up Witek. (Ex. 12 at 32) At that time, Witek learned Cantu had been arrested for drunk driving. (Ex. 12 at 32-35)<sup>7</sup>

On January 16, 2009, a misdemeanor criminal complaint was filed in Superior Court, San Diego County, California against Cantu for "...drive(ing) a vehicle while under the influence of an alcoholic beverage . . ." and "drive(ing) a vehicle while having 0.08 percent or more, by weight, of alcohol in his . . . blood . . ." (Ex. 65) On May 28, 2009, Cantu pled guilty to count two of the criminal complaint. (Ex. 65)<sup>8</sup>

At a later undetermined point, Rawlins testified that when she asked Cantu if his license had been suspended, "[h]e told me that he got his license back after 30 days".

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<sup>6</sup> Before the game, Cantu drank vodka in the parking lot. (Ex. 49 at 70; Ex. 12 at 31) While at the game, Cantu drank beer. (Ex. 49 at 70-71; Ex. 12 at 33)

<sup>7</sup> Cantu spent the night in jail. (Ex. 49 at 72-73) Rawlins testified she contacted a bail bondsman who posted bail and Cantu was released the next morning. (Ex. 49 at 72-74)

<sup>8</sup> He was sentenced to public service and had to enroll in and complete the MADD program. Cantu was also fined \$1,942.00. (Ex. 65) Cantu's driver license was suspended from May 28, 2009 through June 18, 2009. (Ex. 66)

(Ex. 49 at 77) According to Witek, a month or two after Cantu's 2008 Driving Under the Influence (" ") arrest, he asked Cantu whether he had a driver license and Cantu replied that he did. (Ex. 12 at 37-38) At that time Witek was concerned about whether Cantu had a license "[b]ecause we have local company vehicles." (Ex. 12 at 38)

**2. Cantu's December 21, 2010 Arrest for Driving Under the Influence After He Destroyed the Local Owned Car**

On Tuesday, December 21, 2010, there were two charges on Cantu's Local credit card at the Longhorn Café in San Diego: one for \$80.00 and the second for \$286.96. (Ex. 87) The Local claimed it was only able to provide a copy of an unitemized \$80.00 receipt. (Ex. 67)<sup>9</sup> As noted below, in response to requests from the IRB, the Local reported that it could not locate any receipt, even an unitemized one, for the \$286.96 charge. (Exs. 68-69)

According to Rawlins, on December 21, 2010, at about 11:00 a.m., Cantu called her from the Longhorn instructing her to meet him there. (Ex. 49 at 84-86)<sup>10</sup> She arrived at the restaurant at approximately 2:00 pm. (Ex. 49 at 90) She observed that Cantu was drinking and appeared to be drunk. (Ex. 49 at 88, 90-91) She also saw D'Agostino, Witek and Witek's wife. (Ex. 49 at 85) She left the restaurant before Cantu left, and returned to the Local. (Ex. 49 at 92) She arrived at the Local at approximately 3:00 pm. (Ex. 49 at 90)

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<sup>9</sup> The bill was for \$60.00 and Cantu added a \$20.00 tip. (Ex. 67) His 33% tip was, of course, at the members' expense. The receipt for \$80.00 had a notation on the back of it, "Lunch for Volunteers at Food Distribution, Art Cantu, Mike Witek, Marilyn Rawlins and Dom D'Agostino" (Ex. 67; Ex. 12 at 45-46)

<sup>10</sup> She had been attending a Christmas luncheon with women from the four IBT Locals in San Diego. (Ex. 49 at 85) Rawlins testified that in December the Teamsters have a toy and food drive for needy Teamster families. (Ex. 49 at 85; Ex. 12 at 42) She testified that after those who were working on the toy and food drive finished they went to the Longhorn Restaurant. (Ex. 49 at 86)

Witek testified that on December 21, 2010, he drove a truck with the toys and food to the distribution point where they were to be distributed to needy families. (Ex. 12 at 43-44) After he was finished, his wife picked him up and they went to the Longhorn Restaurant. (Ex. 12 at 44) He arrived at the restaurant at approximately 12:30 pm or 1:00 pm. (Ex. 12 at 43) There were a number of people already there, including Cantu. (Ex. 12 at 44)<sup>11</sup> Witek observed Cantu drinking. Cantu appeared to be intoxicated. (Ex. 12 at 46-47) Witek knew Cantu was driving a union car. (Ex. 12 at 48) Witek was aware of Cantu's previous driving while intoxicated arrest in a union car at the Chargers game in December 2008. (Ex. 12 at 31-32, 34-35, 37) Witek knew that after leaving the Longhorn Cantu was going to drive the union car to the NLRB to file a petition for a representation election. (Ex. 12 at 48) Witek testified that he did not say anything to Cantu about driving the union car while drunk because of the "fear of getting fired". (Ex. 12 at 48-49, 51) Witek saw Cantu leave the Longhorn intoxicated. (Ex. 12 at 46-48) When asked why he did nothing to stop Cantu from driving the union owned car while intoxicated, Witek responded, "I don't even think it crossed my mind at that point". (Ex. 12 at 48)

After leaving the Longhorn Café to drive to the NLRB, at approximately 3:13 p.m. on December 21, 2010, Cantu hit six parked cars and two light poles. (Exs. 70 and 71; Ex. 12 at 48, 51, 57) According to the police report, Cantu was "traveling at an unsafe speed", lost control of the car and struck a parked car. Cantu continued driving and hit two light poles, destroying one of them. He then hit five additional parked cars. Cantu then stopped the union car, put it into reverse and began driving backwards. He hit

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<sup>11</sup> Local 36 current President D'Agostino was also at the Longhorn on December 21, 2010 with Cantu for a short period of time. (Ex. 34 at 6, 48-51)

several of the parked cars again. Cantu came to rest in the middle of the intersection. (Ex. 70) The police interviewed Cantu at the scene, evaluated him and arrested him for Driving Under the Influence ("DUI"). (Ex. 70) Cantu's blood alcohol content was 0.19%. (Ex. 72)<sup>12</sup>

Cantu called Rawlins from his car after he had the accident and told her to stay on the telephone, because he wanted to tell the police that he had been talking to his secretary when he had the accident. (Ex. 49 at 82-83) The call ended while she was still on the line. (Ex. 49 at 82-83) Then, at about 6:00 or 7:00 pm, Cantu called her again and told her that he was in jail. (Ex. 49 at 83-84) Cantu asked her to get a bail bondsman to bail him out. (Ex. 49 at 84) She picked Cantu up from jail at approximately 3:30 or 4:00 am on the morning of Wednesday, December 22, 2010. (Ex. 49 at 98; Ex. 72) She drove Cantu to where the union's car was impounded. (Ex. 49 at 98-100) Cantu retrieved his personal items from the union car which appeared to have sustained severe damage. (Ex. 49 at 100) Rawlins drove Cantu to the Local's office and then she drove home returning to the Local later that morning. (Ex. 49 at 100-101)

Around 5:00 or 6:00 pm on December 21, 2010, Witek received a collect telephone call from Cantu. (Ex. 12 at 51-52) Cantu's call was from "someplace with the court system". (Ex. 12 at 51-53) Witek testified that he "knew something was up because I had seen how he had left [the restaurant]". (Ex. 12 at 52)<sup>13</sup>

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<sup>12</sup> The accident, which happened on Ash Street in San Diego, was 8.2 miles from the Longhorn Restaurant. (Ex. 73) The accident happened less than one mile from the NLRB office. (Ex. 74)

<sup>13</sup> Witek testified that he could not return Cantu's call because he needed to have an account with the court. (Ex. 12 at 51-52)

### **3. The Next Day Witek Caused Local 36 to Immediately Purchase Another Car for Cantu to Drive**

On Wednesday, December 22, 2010, the day after Cantu was arrested for the second time for driving a union owned car while intoxicated, Witek, on behalf of the Local, purchased another car for Cantu to drive to replace at members' expense the car he had destroyed. (Ex. 61) On December 22, 2010, a Local check in the amount of \$18,792.19 signed by Cantu and Witek was issued to purchase a 2007 Ford Truck Explorer. (Ex. 62)<sup>14</sup> Rawlins testified Cantu asked her to prepare a check for the purchase of the car, which she did. (Ex. 49 at 108) After Cantu and Witek signed the check, they "took it to the bank to have a cashier's check made out for the car". (Ex. 49 at 108; Ex. 62)<sup>15</sup> According to minutes from the January 12, 2011 Executive Board meeting, the insurance company reimbursed the Local \$6,108.45 for the car Cantu had destroyed. (Ex. 61-64) As a result, the members paid \$12,685.74 (\$18,792.19 minus \$6,106.45) with Witek's consent to purchase a car for Cantu who had destroyed the union car. Cantu should have replaced the property he destroyed. The Local took out a car loan for \$12,685.74 to pay for the new car assigned to Cantu. (Ex. 64; Ex. 45 at 18-17)

Witek testified that "it seemed like this took all day to do", referring to the deal to buy a union car for Cantu. (Ex. 12 at 58) Witek signed for the car, on behalf of the Local, because Cantu told him that he did not have his wallet with him. (Ex. 12 at 59)

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<sup>14</sup> After Cantu retired, the Local sold the 2007 Ford Explorer to CarMax for \$6,500. (Ex. 192) The Local used \$5,286.78 to pay off the remainder of the car loan. (Ex. 192) The balance of \$1,213.22 was deposited into the Local's general fund. (Ex. 192)

<sup>15</sup> Witek had arranged to finance the purchase of a car for Cantu through the San Diego County Credit Union which would have taken four or five days. (Ex. 12 at 59-60) According to Witek, Cantu, "wanted to have the car right then" so a cashier's check was used. (Ex. 12 at 59-60)

During his IRB sworn examination, Witek testified, "...I think after the fact putting things together, I probably realized he probably doesn't have a license, so he didn't have ID". (Ex. 12 at 59)

According to Witek, after the accident Cantu, "came back to work, he told me and whoever was there at the time or maybe I - - before any of the E Board people were around, that he was taking Ash [street] and somebody had run him off the road and he hit a car". (Ex. 12 at 53) Witek further testified that when Cantu came back to work, Cantu told him and Rawlins that he had been arrested for drunk driving. (Ex. 12 at 56-57)

**a. Alleged Telephone Poll to Purchase a Car for Cantu**

Section 13(F) of the Local's Bylaws state

As to all matters requiring action by the Local Union Executive Board, and when the Executive Board is not in formal session, the Executive Board may act by telegram, letter or telephone. When action by the Local Union Executive Board is required, the Principal Executive Officer may obtain same by telegraphing, writing, or telephoning to the members of the Executive Board and such members may take action on the matter brought to their attention in the same manner; provided, however, that whenever action is sought by any of the foregoing methods, all members of the Executive Board shall be polled. Such action so taken by the majority of the members of the Local Union Executive Board shall constitute action of the board as though the Board were in formal session; provided, however, that any such action shall be confirmed at the next formal session of the Executive Board.

(Ex. 4 at 15-16) As discussed below, not all Executive Board members were polled as the Bylaws required. In addition, some officers testified that they were given misleading



information regarding why a new car was needed for Cantu. None were told that Cantu had been drunk, failed the sobriety test and was arrested for drunk driving.

Local documents reflected an alleged telephone poll of the Board taken to approve the purchase of a car for Cantu the day after his accident. The January 12, 2011 Executive Board minutes reported “[a] phone poll was conducted on December 22, 2010 for the purpose of a 2007 Ford Explorer to replace Art Cantu’s totaled 2004 Ford Explorer. The motion was approved unanimously”. (Ex. 64)<sup>16</sup>

Attached to the January 12, 2011 Executive Board minutes was a record of a telephone poll. According to this document, all seven officers were polled for the purpose of “purchasing a 2007 Ford Explorer to replaced (sic) Art Cantu’s totaled 2004 Ford Explorer”. (Ex. 64) The telephone poll document indicated that D’Agostino made a motion to purchase the car and the motion was seconded by Alamillo. (Ex. 64) The telephone poll document also indicated that there were five “yes” votes to purchase the vehicle. The yes votes were Cantu, Knight, Witek, Strom and Osorio. (Ex. 64) There was no indication on the telephone poll document regarding who prepared the document. (Ex. 64)

Knight stated under oath that he never participated in a telephone poll to approve the purchase of a new car for Cantu. (Ex. 55 at 3) Knight was on medical leave at the time of the alleged telephone poll. (Ex. 55; Ex. 64; Ex. 49 at 110) Trustee Alamillo, who according to the alleged record of the telephone poll seconded the motion to approve the purchase of the car for Cantu, testified that he did not remember participating in the

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<sup>16</sup> The minutes did not indicate the Executive Board at the meeting reaffirmed the telephone poll as Section 13(F) of the Bylaws required. (Ex. 4 at 15-16; Ex. 64)

telephone poll to purchase a new car. (Ex. 42 at 32, 34) Osorio also testified that he did not recall participating in a telephone poll to approve a new car for Cantu. (Ex. 45 at 18; Ex. 64) Both Osorio and Alamillo testified that they would have remembered a telephone poll in which they were asked to purchase a car for \$18,000 for Cantu. (Ex. 45 at 18; Ex. 42 at 34) Office manager Rawlins was in the office all day on December 22, 2010 and she was not aware of any telephone poll being taken. (Ex. 49 at 107, 110)<sup>17</sup>

D'Agostino, who was called by Cantu, and Strom, who was called by Witek, testified they were polled about buying a new car for Cantu. (Ex. 34 at 19-21; Ex. 11 at 17-18) They testified, however, that they were told that Cantu's old car had mechanical problems. (Ex. 34 at 19-24; Ex. 11 at 17-18, 29-30)<sup>18</sup> They were not told he had destroyed it after he had been drinking and arrested for drunk driving. That was known to Witek and Cantu but not disclosed to any other Board members. Cantu should have been required to reimburse the Local for the property he destroyed.

At the January 2011 Executive Board meeting, D'Agostino first learned that Cantu had had an accident in December 2010 and that was why Cantu had to replace his car. (Ex. 34 at 25) D'Agostino testified that at the January 2011 Executive Board meeting Cantu told the Board members that "it was raining and he came downtown and hit a few cars downtown". (Ex. 34 at 26-27) D'Agostino recalled that Cantu informed the Board members that he had been drinking. (Ex. 34 at 27) D'Agostino would not have

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<sup>17</sup> Rawlins assumed that a telephone poll was conducted in order to obtain Executive Board approval. (Ex. 49 at 107-108) However, she was not aware of any telephone poll. (Ex. 49 at 107-108)

<sup>18</sup> D'Agostino testified that he knew that the vehicle had over 200,000 miles on it. (Ex. 34 at 19, 24)

voted to purchase a new union car for Cantu if he had known that Cantu had been arrested for DUI. (Ex. 34 at 30-31)

Witek initially testified he did not remember whether a telephone poll of the Executive Board was conducted to purchase a new car for Cantu. (Ex. 12 at 60-63) Given the highly unusual event, Witek was not credible. Subsequently, when shown the minutes of the Executive Board meeting of January 12, 2011 and the attached telephone poll, he stated "If this [telephone poll] is here and I signed it [minutes]" then then there was a telephone poll. (Ex. 12 at 72; Ex. 64)

Strom testified that he received a telephone call from Witek polling him about buying a new car for Cantu. (Ex. 11 at 17-18) He testified "we were told that the Explorer that he [Cantu] had had suffered a mechanical failure, and I was told by the recording secretary [Witek] . . . that we were being polled by telephone about expenditures relating to the need to acquire a new vehicle and that the new vehicle was needed because the engine had dropped - - quote, unquote, dropped a valve and, therefore, the vehicle had to be replaced". (Ex. 11 at 17-18, 29-30) Strom testified the telephone poll was conducted a "few days after that event." (Ex. 11 at 19)

Strom "wasn't aware for the longest time" that Cantu had been involved in an accident and had totaled the union owned car. (Ex. 11 at 15, 17) Strom did not learn about Cantu's accident until the spring of 2013, when at a general membership meeting one of the members questioned the Executive Board about Cantu's drunk driving record and the accident in December 2010. (Ex. 11 at 11-13, 15, 17) The member had Cantu's DMV driving record. (Ex. 11 at 11-13, 15, 28)

When Strom found out that Cantu had been in an accident and destroyed the union owned vehicle, he talked to Witek about it. Witek told him "that he [Witek] lost a lot of sleep over this". (Ex. 11 at 21) He further testified, "I don't know whether he [Witek] was pressured into saying that, you know, and misstating the issue or whether he -- you know, whether that was something that they wanted to use as a story to keep us from doing our job". (Ex. 11 at 21-22)

Strom eventually talked to Knight about what Witek had told him. (Ex. 11 at 22-23) Knight told him that Witek had told him "the same thing, dropped a valve". (Ex. 11 at 23)

Knight, in a sworn statement, stated that he had never been polled about purchasing a new car for Cantu. (Ex. 55 at 3) He stated that in either January or February 2011, Witek called and told Knight that Cantu had totaled his car because the motor had blown up. (Ex. 55 at 3) Knight stated that in either February or March 2011, Rawlins told him that Cantu had been in an accident in December 2010 and that Cantu had been arrested for DUI. (Ex. 55 at 3)

Osorio did not remember ever receiving a telephone call requesting him to approve the purchase of a used car for Cantu. (Ex. 45 at 18) He testified that if he had received a telephone call asking him to approve the purchase of a vehicle for \$18,000 he would have remembered it. (Ex. 45 at 18) At an Executive Board meeting, Cantu told the Board, "he [Cantu] got a car loan and he needed to replace a car". (Ex. 45 at 16-17) Cantu did not tell the Executive Board why he had to replace the car. (Ex. 45 at 17) Cantu never told the Executive Board that Cantu "had been in a drunk driving

accident". (Ex. 45 at 17) Osorio eventually heard that Cantu had received a DUI, but Cantu never told him anything about it. (Ex. 45 at 14-15)

Alamillo never received a telephone call asking him to approve the purchase of a vehicle for Cantu. (Ex. 42 at 32) He testified that if he had received a telephone call asking him to approve the purchase of a car for \$18,000 he would have remembered it. (Ex. 42 at 34) The first time he knew that Cantu had a new car from the Local was when Cantu was at Alamillo's place of employment and he saw Cantu driving a new car. Cantu then told him that, "[h]e had an accident, that he hit a couple of cars or something and he was drinking." (Ex. 42 at 29-32) Cantu also told him that he had been arrested and got out on bail. (Ex. 42 at 30) Alamillo asked Cantu if Cantu had a license. Cantu stated, "Yeah, I have a license, yeah". (Ex. 42 at 30) He testified that this was the only accident that Cantu ever told him about. (Ex. 42 at 30)

#### **4. The Local Received a Copy of Cantu's Traffic Collision Report**

On January 7, 2011, the Progressive Insurance Company (Progressive") faxed a copy of Cantu's Traffic Collision Report to Rawlins at the Local. (Ex. 70) The report indicated that Cantu hit six parked cars and damaged two light poles. (Ex. 70) Attached to the Traffic Collision Report was a State of California Narrative/Supplement report. This report described the accident. (Ex. 70) It further stated that Cantu was arrested for DUI. (Ex. 70)

After Rawlins received the report from the insurance company she gave it to Cantu. (Ex. 49 at 112-113) When she gave the report to Cantu she told him, "it was different than what I had been told". (Ex. 49 at 112-113) Cantu "just took the report".

(Ex. 49 at 113) Before she gave the report to Cantu, she showed Witek the report. (Ex. 49 at 113) At that time, she also told Witek that what was on the report was not what Cantu had told her. (Ex. 49 at 113-114) She did not remember what Witek replied. (Ex. 49 at 113-114)

Witek admitted he read the narrative portion of the accident report which described Cantu hitting six parked cars and two light poles. (Ex. 12 at 63-64; Ex. 70) He claimed that, "I'm sure I told" D'Agostino and Strom either at an Executive Board meeting or prior to an Executive Board meeting that Cantu had demolished his union owned car in a drunk driving accident. (Ex. 12 at 64-65) Witek testified that it could have been in late 2010 or early 2011 that he told them, which would have been after any vote on purchasing another car for Cantu. (Ex. 12 at 65)<sup>19</sup>

#### **5. Cantu's Driver License Suspension and Second DUI Conviction**

On January 28, 2011, a misdemeanor criminal complaint was filed in Superior Court, San Diego County, California against Cantu for "drive(ing) a vehicle while under the influence of an alcoholic beverage . . . in violation of Vehicle Code section 23152(a)" and "drive(ing) a vehicle while having 0.08 percent or more, by weight, of alcohol in his or her blood, in violation of Vehicle Code section 23152(b)." (Ex. 75) Cantu's blood alcohol content was 0.19%, over two times the legal limit. (Ex. 72)

On May 18, 2011, Cantu plead guilty to a count of "driving while having a measurable blood alcohol, prior DUI within 10 years of VC23152 conviction" in the criminal complaint. (Exs. 72 and 75) Cantu's driver license was suspended from, at

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<sup>19</sup> The first Executive Board meeting after the Local purchased the car for Cantu was on January 12, 2011. (Ex. 64)

least, March 4, 2011 through March 8, 2012. (Ex. 66) He was sentenced to seven days in jail and a fine of \$2,539. He was also ordered to enroll in and complete the MADD program, the multiple conviction program and was put on probation. (Ex. 72) When Cantu plead guilty, he admitted that he "drove a motor vehicle with a BAC (Blood Alcohol Content) in excess of 0.08 (%) after suffering a conviction for the same offense within 10 years"" (Ex. 72)

**6. Witek Knew or Avoided Knowing Cantu was Driving a Local Owned Car While His License Was Suspended**

Witek knew Cantu had been arrested on December 21, 2010 for driving under the influence of alcohol while driving a Local owned car. (Ex. 12 at 54-56) Witek knew Cantu did not have a driver license with him when, on behalf of the Local, Witek purchased a car for Cantu the day after Cantu's arrest. (Ex. 12 at 59) Witek also knew Cantu had a previous DUI arrest in 2008 while driving a Local owned car. (Ex. 12 at 35, 37) As to that 2008 arrest, Witek had asked Cantu if his license was suspended. (Ex. 12 at 37-38) Witek knew the details of Cantu's December 21, 2010 arrest for DUI from the accident report. (Ex. 12 at 54-56; Ex. 70) Witek testified that he told other Local officers in late 2010 or early 2011 that Cantu had destroyed the Local's car in a drunk driving accident. (Ex. 12 at 64-65) At no point, did Witek make a reasonable inquiry into whether after the second arrest Cantu had lost his driver license. (Ex. 12 at 88-89)

Cantu's license was suspended from at least March 4, 2011 to March 8, 2012. (Ex. 86) Witek knew or should have known that Cantu's driver license was suspended.<sup>20</sup> At a minimum, Witek had a duty to inquire as to the penalties imposed on

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<sup>20</sup> According to the California Department of Motor Vehicles ("DMV") website, since 1990 there has been an administrative license suspension program. Under this program, the driver license of an

Cantu. A suspended license for a second drunk driving arrest was strongly possible under the California Department of Motor Vehicles "administrative license suspension program". (Ex. 76) Witek admitted that he assumed that Cantu's license was suspended because it was Cantu's second DUI. (Ex. 12 at 88) According to Witek, when he asked Cantu about his license, "... he told me had a license or a limited license or whatever but I never seen it so I don't know." (Ex. 12 at 88) He did not conduct any reasonable inquiry, not even asking Cantu to show him his license.

On December 22, 2010, Witek, on behalf of the Local, purchased a new car for Cantu. (Ex. 12 at 58-59; Exs. 61-62, 64) Witek signed for the purchase because Cantu said he did not have his wallet. (Ex. 12 at 59) During his IRB sworn examination, Witek testified, "I think after the fact putting things together, I probably realized he probably doesn't have a license, so he didn't have ID". (Ex. 12 at 59)

Cantu's driver license was suspended between March 4, 2011 and March 8, 2012. (Ex. 66) Cantu drove the Local owned car during this time. (Ex. 49 at 129, 132-133) Despite knowing Cantu had two DUI arrests, Witek made no effort to determine Cantu's penalty and closed his eyes to the risks to the Local in allowing an unlicensed Cantu to drive one of its vehicles.

In at least twenty instances, according to Rawlins, Cantu used her Local credit card to purchase gas. (Exs. 77, 93-101)<sup>21</sup> This was when his driver license was

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individual arrested for driving under the influence is taken and sent to the DMV where it is destroyed. The officer will give the arrested individual an "Order of Suspension/Revocation" and a temporary driver license which is valid for thirty days. The Order of Suspension/Revocation goes into effect after the thirty days unless the DMV sets aside the order. (Ex. 76) For a second driving while under the influence arrest within ten years, the license suspension is one year. (Ex. 76)

<sup>21</sup> Rawlins testified that she generally did not purchase gas with the union credit card during the day because she was in the office. (Ex. 49 at 135-136) She testified that she allowed Cantu to use her credit



suspended. (Exs. 66, 77, 93-101)<sup>22</sup> A review of the gas charges on Rawlins' Local credit card indicated that she purchased gas on thirty-two occasions in 2010. (Exs. 77, 59, 78-101) In 2011, gas was purchased using Rawlins' credit card on forty-six occasions, an increase of more than forty percent above her prior year purchases. (Exs. 77, 59, 78-101) Cantu's license was suspended from March 4, 2011 through December 2011. (Ex. 66) Cantu and either Knight or Witek signed the union checks to pay for the Local's gas credit card charges. (Ex. 49 at 125)

In one instance, there were two charges on Rawlins' credit card for more than \$70 in gas on the same day at the same gas station. (Ex. 95) On July 5, 2011, there was a \$72.93 gas charge at 7:31 a.m. on Rawlins' credit card at a Chevron at 8110 Balboa Avenue in San Diego. (Ex.95) Later that day, at 5:29 p.m., there was a \$76.32 gas charge on Rawlins' credit card at the same location. (Ex. 94) The receipt for the later charge had the handwritten notation, "Art Cantu needed to use my card MR". (Ex. 94) This notation was added after the IRB's request for records. (Ex. 49 at 138)

Rawlins testified that Witek, who was one of the officers who signed the checks and reviewed the receipts attached to the checks, questioned her about her gas

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card because she was afraid of getting fired if she did not give Cantu her credit card. (Ex. 49 at 126-127) She testified that Cantu told her, "Don't forget I sign your check and you're not to say - -" he told me not to say anything and he told me not to put his name on the receipt". (Ex. 49 at 127) Rawlins testified that "when I would go in to the bookkeeping to disburse, I would put the gas that when he used my card under his name". (Ex.49 at 126)

When reviewing the credit card charges to provide the records to the IRB, she wrote on the receipts that Art had used her card or Art asked her to use her card. (Ex. 49 at 138) Rawlins testified that she put these notations on the credit card receipts either before the IRB came in for the books and records examination or when she was photocopying the receipts to send to the IRB. (Ex. 49 at 138) The notations on the card receipts were not there when the receipts were processed for reimbursement. (Ex. 49 at 138) She made those notations for twenty gas purchases on her credit card. (Exs. 77, 93-101)

<sup>22</sup> These dates were April 22, 2011, May 5, 2011, May 17, 2011, June 20, 2011, June 22, 2011, July 5, 2011, July 12, 2011, July 19, 2011, July 26, 2011, August 13, 2011, August 25, 2011, September 7, 2011, September 15, 2011, September 27, 2011, October 11, 2011, October 18, 2011, October 28, 2011, November 7, 2011, November 21, 2011 and November 29, 2011. (Exs. 77, 93-101)

charges. (Ex. 49 at 125-126) According to Rawlins, Witek asked her if Cantu was using her credit card to purchase gas. (Ex. 49 at 126) She told Witek that Cantu was. (Ex. 49 at 126)

**7. False Information was Provided to the Local's Insurance Company After Cantu's April 19, 2011 Accident While Cantu's License Was Suspended**

The pattern of dishonesty surrounding Cantu's use of the union car continued into 2011. On April 19, 2011, Rawlins and Cantu went to the Chopstix Noodles restaurant in San Diego. (Ex. 49 at 129; Ex. 93) There was a charge on Rawlins' credit card at Chopstix on April 19, 2011. (Ex. 93) The handwritten notation on the back of the receipt stated, "Lunch mtg Marilyn, Luz Camerino (Kindred) Block scheduling." (Ex. 93) There was an additional handwritten notation on this receipt which stated, "Art Cantu & Marilyn Art had me put down I met [with] Nurses & I didn't M. Rawlins 4/11" (Ex. 93) Rawlins testified that she put the notation "Art had me put down I met [with] Nurses & I didn't M. Rawlins 4/11" on the receipt shortly before she sent the document to the IRB in response to a request for records. (Ex. 49 at 128-130) There was no such meeting. It was a personal expense of Rawlins and Cantu claimed as a union expense.

Rawlins drove her union car and Cantu his union car to the restaurant. (Ex. 49 at 128-129, 132-133) Cantu's license was suspended. (Exs. 72 and 66) After the meal, when Rawlins was in her car leaving the restaurant parking lot, Cantu approached her car and told her that he had had an accident in the parking lot. (Ex. 49 at 128-130, 133, 140) Cantu told her she had to state she was driving his car. (Ex. 49 at 133) He said "he would be in trouble" if he gave the owner of the other car his information. (Ex. 49 at 139-141) Cantu gave her the keys to his union car and told her to give her insurance information to the other driver. (Ex. 49 at 130-131, 133, 140) She did that. (Ex. 49 at

131) She then drove Cantu's union car out of the lot and Cantu drove her car. (Ex. 49 at 131) Cantu, with Rawlins in his office, told the insurance company Rawlins had been driving the car at the time of the accident. (Ex. 49 at 132)<sup>23</sup>

#### **D. Cantu and Rawlins Embezzled Local Funds**

Both Cantu and Rawlins used their Local 36 credit cards for personal charges at restaurants in the San Diego area from 2008 through 2013. (Ex. 49 at 128-129, 145) There was no union purpose for these charges. Rawlins acknowledged that meals in San Diego at which only she and Cantu were present did not have a union purpose. (Ex. 49 at 147)<sup>24</sup> To conceal their embezzlement, union records regarding those restaurant charges were falsified. In addition, Cantu and Rawlins did not submit itemized receipts for these meals as the Bylaws required. (Ex. 4 at 6) In some instances, either Cantu or Rawlins wrote the names of individuals who were not present on the restaurant receipts. Rawlins admitted doing this. (Ex. 49 at 128-129, 145, 151, 164-165; Exs. 84, 93, 95, 98)

In addition, Cantu also added names to restaurant receipts to make the charge appear to be a meeting with a union purpose. (Ex. 49 at 163-164) Rawlins estimated that Cantu did that over 50 times during the time that Rawlins worked at the Local. (Ex. 49 at 164-165) Corroborating this falsification occurred, former Local 36 President Knight stated in an affidavit that he was not present at six restaurant meals with Cantu

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<sup>23</sup> The insurance records indicated that Rawlins was driving the car on April 19, 2011 when the car was involved in an accident. (Ex. 102)

<sup>24</sup> During Rawlins' sworn examination, she was asked, "What in your mind is a business purpose?" Rawlins responded, "Business lunch would be when you're discussing business with another party." Rawlins was asked "So if it's just you and Mr. Cantu, and you're talking about Kindred, does that make it a business lunch?" Rawlins answered, "More than likely not." (Ex. 49 at 147)

and one with Rawlins when their notations on the receipts for those restaurant charges listed him as present. (Ex. 55)

Given the extensive falsification of Local records, the destruction of records and the failure to keep itemized receipts as required, it was not possible to calculate the amount embezzled when Cantu and Rawlins caused the Local to pay for these personal charges.

### **1. Rawlins' Embezzlement**

During her IRB sworn examination and in handwritten notations she made on records produced to the IRB, Rawlins admitted to falsifying records regarding three restaurant charges on her Local's credit card. (Exs. 84, 93, 95; Ex. 49 at 128-129, 144-145, 151)<sup>25</sup> For two additional restaurant charges on the Local's credit card, Rawlins acknowledged that there was no union purpose for the meal she and Cantu had. (Exs. 98, 104; Ex. 49 at 167)<sup>26</sup> In addition to these five charges, Knight stated under oath that he was not present during one additional restaurant charge where Rawlins listed him as being present. (Ex. 55 at 2; Ex. 89)<sup>27</sup> None of the receipts Rawlins submitted for these charges were itemized as the Bylaws required. Rawlins caused all the false charges she and Cantu submitted to be processed and paid by the Local.

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<sup>25</sup> As discussed below, these charges were on June 8, 2010, April 19, 2011 and July 6, 2011. (Exs. 84, 93, 95)

<sup>26</sup> As discussed below, these charges were on September 13, 2011 and January 29, 2013. (Exs. 98, 104)

<sup>27</sup> This charge was on December 8, 2010. (Ex. 89)

For example, on June 8, 2010, Rawlins charged \$59.70 at Islands Restaurant in Chula Vista on her Local 36 credit card. (Ex. 84)<sup>28</sup> On the back of the non-itemized receipt was the handwritten notation: "Prop G, Marilyn Rawlins, Nera Galen, Evelyn Panilio/ Marilyn Rawlins, Art Cantu, Art told me to put on card + put down Nurses, MR." (Ex. 84)<sup>29</sup> Rawlins admitted that it was only her and Cantu at this lunch. (Ex. 49 at 151) Rawlins stated that Cantu instructed her to put the names of nurses she represents on the receipt. (Ex. 49 at 151)

On December 8, 2010, Rawlins charged \$85.80 at The Players Sports Bar on her Local 36 credit card. (Ex. 89) On the back of the receipt was the handwritten notation: "Gen. mbrsp. meeting after, Art Cantu, Dom D'Agostino, Todd Strom, Gary Knight, Marilyn Rawlins." (Ex. 89) Knight was not present at this restaurant charge as Rawlins claimed on the receipt submitted to the Local. (Ex. 55 at 2)

In another example, on April 19, 2011, Rawlins charged \$18.71 at Chopstix Noodles restaurant on her Local 36 credit card. (Ex. 93) On the back of the receipt was the handwritten notation: "Lunch mtg., Marilyn, Luz Camerio (Kindred) Block Scheduling / Art Cantu + Marilyn, Art had me put down I met W Nurses + I didn't MR 4/11". (Ex. 93)<sup>30</sup> During Rawlins' sworn examination, she testified that Cantu asked her to lunch at Chopstix. (Ex. 49 at 129) Cantu told Rawlins to note on the receipt there was a Kindred meeting when there was none. (Ex. 49 at 129) As discussed above, after this meal at Chopstix, Cantu, while driving a Local owed car when his driver license was

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<sup>28</sup> Islands Restaurant in Chula Vista is 23.1 miles from Local 36. (Ex. 110)

<sup>29</sup> The notation that Cantu told her to put the charge on the Local's credit card was made when Rawlins was gathering records to be sent to the IRB. (Ex. 49 at 138)

<sup>30</sup> When Rawlins was copying records to be sent to the IRB in response to document requests, she added the handwritten notation: "Art had me put down I met nurses + I didn't" (Ex. 93; Ex. 49 at 129)

suspended, hit another car in the restaurant parking lot and then had Rawlins pretend to have been driving his car. (Ex. 49 at 130-131)

On July 6, 2011, at 3:50 p.m., Rawlins charged \$99.00 at Casa Machado restaurant on her Local 36 credit card. (Ex. 95) On the back of the receipt submitted to the Local was the handwritten notation: "Meeting Art Cantu, Tom Lemmon, Danielle Paulker, Bldg Trades, Marilyn Rawlins, Re: Johns, Per Art Cantu put on Credit Card MR." (Ex. 95) During Rawlins' sworn examination, she testified that it was only she and Cantu at this lunch. (Ex. 49 at 145) Rawlins said Cantu instructed her to write down other names. (Ex. 49 at 145)<sup>31</sup>

On Tuesday, September 13, 2011, Rawlins charged \$84.58 at Miguel's 4S Ranch on her Local credit card. (Ex. 98) The time of this charge was 8:01 p.m. (Ex. 98) On the receipt was written: "Dinner meeting, Art Cantu, Marilyn Rawlins." (Ex. 98) Rawlins also included a handwritten notation, "Art said to put on local credit card + say I was meeting with Kindred MR." (Ex. 98) She was not meeting with Kindred. (Ex. 98) There was no union purpose for this charge.

On January 29, 2013, Rawlins incurred a \$61.46 charge on her Local credit card at Baci Ristorante. (Ex. 104) On the back of the receipt was written: "Lunch meeting W Art Cantu, Marilyn Rawlins, per Art put on locals Card, 1/29/13 MR". (Ex. 104) Rawlins testified that Cantu told her to charge this meal on the Local's credit card. (Ex. 49 at 167) During Rawlins' sworn examination, she testified that it was only her and Cantu at this lunch. (Ex. 49 at 167) There was no union purpose for this charge.

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<sup>31</sup> On July 6, 2011 at 2:00 p.m., one hour and fifty minutes before the above charge on Rawlins' credit card at the same restaurant, Cantu charged \$197.19 at Casa Machado on his Local 36 credit card. (Ex. 188) On the back of the receipt was the handwritten notation: "Nogos with Pasha Freight, Art Cantu, Steve Bissett, Josh Homels, Ken Nishid." (Ex. 188)

In another example of Rawlins' embezzlement, on July 30, 2012, Rawlins charged \$415 on her Local 36 credit card to pay for a speeding ticket. (Ex. 105)<sup>32</sup> According to Rawlins, when the CPA came to conduct an audit at the Local, he told her that it was "... not a legitimate charge that the local should pay for and not to let it happen again. . . ." (Ex. 49 at 159)<sup>33</sup> After the IRB's books and records examination, by check dated June 27, 2013, Rawlins reimbursed the Local for \$415. (Ex. 105)

## **2. Cantu's Embezzlement**

As discussed above, Rawlins testified that Cantu falsified receipts for at least 50 restaurant charges to conceal that only she and Cantu were present at the restaurant. (Ex. 49 at 164-165) Both Cantu's and Rawlins' embezzlements are corroborated by the failure to submit and keep itemized receipts as required by the Bylaws. None of the receipts discussed below that Cantu submitted to the Local were itemized as the Bylaws required. In addition, Knight stated under oath that he was not present during six restaurant charges where Cantu listed him as being present. (Ex. 55 at 1-3) Cantu removed boxes from his office and destroyed records so the full extent of his embezzlement cannot be shown.

For example, on April 10, 2009, Cantu charged \$145.39 at Old Town Mexican Cafe on his Local 36 credit card. (Ex. 106) On the front of the receipt submitted to the Local was the handwritten notation: "Lunch meeting W/ Joe Rodriguez #683, Dave Nagy- Pasha, Art Cantu, Gary Knight Re: Health and Welfare." (Ex. 106) Knight

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<sup>32</sup> The transaction description for the \$415 charge was "SD COURT OPS NORTH". (Ex. 105) According to Rawlins, Cantu told her that since she had gotten the speeding ticket after "... doing precinct walking for the local", she could charge the fine on the Local's credit card. (Ex. 49 at 159)

<sup>33</sup> Rawlins also stated that the IBT auditor told her to reimburse the Local. (Ex. 49 at 159)

reviewed the credit card bill and receipt and stated under oath that he was not at this meal. (Ex. 55 at 1)

On December 2, 2009, Cantu charged \$111.76 at Black Angus Steakhouse on his Local 36 credit card. (Ex. 107) On the back of the receipt submitted to the Local was the handwritten notation: "Labor Council Delegates meeting, Art Cantu, Mike Witek, Gary Knight." (Ex. 107) Knight was not at the meeting as Cantu claimed. (Ex. 55 at 1)

On Saturday, July 10, 2010, Cantu charged \$103.95 at Estradas Restaurant on his Local 36 credit card. (Ex. 108) Estradas Restaurant is in Escondido, California which is approximately 23.5 miles from the Local. (Ex. 109) On the back of the receipt was the handwritten notation: "Meeting with Gary Knight, re update on nego. With G.T.Frost. Dixieline/Probuild and PCI contract, Art Cantu, Marilyn Rawlins, Mike Witek." (Ex. 108) Knight was not present for this alleged Saturday meeting as Cantu claimed. (Ex. 55 at 2)

On August 25, 2011, Cantu charged \$52.00 at Estradas Restaurant in Escondido at 8:06 p.m. on his Local 36 credit card. (Ex. 97) On the back of the receipt submitted to the Local was the handwritten notation: "Negos. With Pasha Freight, Art Cantu, Gary Knight." (Ex. 97) Knight was not present at the restaurant in Escondido that evening as Cantu claimed. (Ex. 55 at 2)

On April 25, 2012 at 6:06 p.m., Cantu charged \$77.34 at Capri Blu on his Local 36 credit card. (Ex. 111) On the top of the receipt submitted to the Local was the handwritten notation: "Dinner- Professional Admin. Day." (Ex. 111) On the bottom of the receipt was the notation "Art Cantu, Marilyn Rawlins, Gary Knight." (Ex. 111) Knight was not present at the meal as falsely noted. (Ex. 55 at 2)



On May 14, 2012, Cantu charged \$249.07 at Baci Ristorante on his Local 36 credit card. (Ex. 112) On the back of the receipt submitted to the Local was the handwritten notation: "Meeting with Pasha services Re: Addition non graveyard shift and added manpower, Art Cantu, John Pama, Grant Corrido, Gary Knight, John Frieze, Dave Nagy, Ronnie Maspoe". (Ex. 112) Knight reviewed the credit card bill and receipt and stated under oath that he was not present. (Ex. 55 at 2-3)

On Sunday, June 3, 2012, Cantu charged \$83.13 at Oggi's Pizza and Brewery on his Local 36 credit card. (Ex. 112) On the front of the receipt submitted to the Local was the handwritten notation: "Lunch- Meeting Re: Precinct walks and Door hanging. Art Cantu, Gary Knight, Marilyn Rawlins." (Ex. 112) During Rawlins' sworn examination, she admitted only she and Cantu were at the meal. (Ex. 49 at 163)

**E. Destruction and Removal of Local 36 Documents**

Section 206 of the LMRDA requires unions to maintain financial records for five years. (Ex. 113)<sup>34</sup> The Local's Bylaws require records to be preserved at the Local for

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<sup>34</sup> Section 206 of the LMRDA provides,

Every person required to file any report under this title shall maintain records on the matters required to be reported which will provide in sufficient detail the necessary basic information and date from which the documents filed with the Secretary may be verified, explained or clarified, and checked for accuracy and completeness, and shall include vouchers, worksheets, receipts, and applicable resolutions, and shall keep such records available for examination for a period of not less than five years after the filing of the documents based on the information which they contain.

(Ex. 113)

six years. (Ex. 4 at 8)<sup>35</sup> The Local appears to have failed to comply with these requirements.

On March 21, 2013, Cantu asked Rawlins to type his letters of resignation from his IBT positions effective on March 31, 2013. (Exs. 14, 24; Ex. 49 at 34) The next day, Cantu instructed Rawlins to arrange for a shredding company to come the Local. (Ex. 49 at 40-41; Ex. 114) On March 22, 2013, on behalf of the Local, Rawlins signed a contract with a shredding company. (Ex. 114)<sup>36</sup> On March 27, 2013, the Local received the IRB's books and records notice scheduling the examination for April 10. (Ex. 115)<sup>37</sup> Local records were shredded on March 28, 2013, prior to the IRB's examination of the Local's records. (Ex. 114)

The IRB's books and records notice addressed to Cantu stated the following:

Books and Records to be Made Available for Examination

Any and all records of any type and description of Local 36 for the period from May 1, 2008 to the present inclusive, except as noted below. Such records should include but are not limited to:

\* \* \*

(11) Cancelled checks and deposit slips, bills, vouchers and receipts;

(12) Officers', Business Agents' and Local employees' . . . reimbursed expense reports and other expense reports and receipts;

\* \* \*

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<sup>35</sup> Section 9(F) of the Local's Bylaws required that, "... records, vouchers, worksheets, receipts, books, reports, and documents shall be preserved and retained at the Local Union's principal office for a period of six years." (Ex. 4 at 8)

<sup>36</sup> Under Section 9(H) of the Local's Bylaws, the Secretary-Treasurer and President had the authority to sign contracts. (Ex 4 at 9)

<sup>37</sup> The books and records notice was sent via facsimile and express mail on March 26, 2013. (Ex. 115) The express mail was delivered on March 27, 2013 at 9:21 a.m. and Rawlins signed for it. (Ex. 115)

(23) Calendars and diaries of officers and employees;

(Ex. 115)

During her IRB sworn examination, Local 36 office manager Rawlins acknowledged that she was aware that documents that were requested to be available for inspection by the Chief Investigator's Office, including calendars, diaries and travel records, had been shredded at Cantu's direction after Cantu had submitted his resignation letter which was effective March 31, 2013. (Ex. 49 at 40-42; Exs. 14, 24, 115)<sup>38</sup> Cantu, who was the addressee on the letter from the IRB, was aware of the IRB's request. (Ex. 115; Ex. 49 at 45-46)

On March 28, 2013, the shredding company came to the Local. (Ex. 49 at 40-41; Ex. 114) Rawlins saw Cantu remove everything from the travel folder file drawer. (Ex. 49 at 44) She observed Cantu take the travel folder to be shredded. (Ex. 49 at 44-45) She also observed Cantu remove three boxes from his office and put them in his union car the same day that the shredding occurred. (Ex. 49 at 48-48)

Witek, the current Secretary-Treasurer, submitted a sworn statement to the Chief Investigator's Office dated September 18, 2013 in which he stated, among other things, that,

I understand from the office manager that in the last few days before his departure Mr. Cantu boxed up material out of his office and put it in his Union

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<sup>38</sup> In response to a request from the IRB dated October 22, 2013 which requested the Local to provide copies of all calendars and business agent logs for the period from November 2008 to the present (Ex. 140), the Local provided copies of some calendars and business agent logs. (Ex. 116) No calendars were produced for Cantu and former President Knight. (Ex. 116) According to the Local's attorney, the business agent logs were kept in binders in Cantu's office. (Ex. 116) She stated that the binders for 2009 and 2010 "could not be located." (Ex. 116)

provided vehicle. I do not know where that material went. I also understand from the same office manager that Mr. Cantu arranged for a shredding company to come and shred much of what was in his office.

What I do know is that after Mr. Cantu's departure, the vast majority of the material that had been in his office was no longer there. Included among the material that was no longer there was the file or files you have requested with respect to his travel. We have searched the entire portion of the building which Local 36 occupies and that file or those files are not present in the building.

(Ex. 69)<sup>39</sup>

## **F. Lack of Financial Controls**

The Local lacked adequate financial controls to protect the member's assets. These violations are detailed below. Among these are the Trustees failed to perform their duties. Furthermore, despite explicit instructions from an IBT auditor, the Local also failed to maintain proper supporting documentation for expenditures.<sup>40</sup> The Local failed to maintain itemized receipts for expenses as the Bylaws required. Moreover, the Local failed to maintain control over gift cards the Local purchased. As detailed below, between 2009 and 2012, there were at least 166 unaccounted for gift cards totaling \$3,320. (Exs. 6-10)

### **1. The Local's Trustees Failed to Perform Their Duties**

Pursuant to Article X, Section 8(b) of the IBT Constitution, Local Union Trustees are required to, "...sign the books of the Local Union if the Trustees have found them

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<sup>39</sup> As described below, the Local was unable to produce receipts or boarding passes for the following travel related charges on Cantu's Local credit card: \$1,401.95 at a Hyatt Hotel on September 11, 2009, \$119.20 to Southwest Airlines on September 17, 2009, \$310.40 to American Airlines on September 22, 2009, \$428.40 to American Airlines on June 10, 2010, \$319.40 to Southwest Airlines on January 12, 2011 and \$436.80 to American Airlines on February 3, 2011. (Exs. 139, 141, 142, 68, 69, 128, 129, 130)

<sup>40</sup> During his IRB sworn examination, principal officer Witek testified that he had never seen the IBT Secretary-Treasurer's Manual. (Ex. 12 at 96)

correct and the bank balances verified.” (Ex. 1) On March 14, 2007 the IBT issued a memorandum to all IBT affiliates which described the duties of Local Union Trustees. (Ex. 117) According to that memorandum: “It is a requirement of Article X, Section 8 of the International Constitution that the Local Union verify the accuracy of bank balances. In that regard, the Local Union Trustees must require that the bank statements for each recorded bank balance be made available and that the Local Union has performed a reconciliation of that bank balance to verify its accuracy.” (Ex. 117) This memorandum also required the Trustees to review all Local checks. (Ex. 117)

Despite the requirement in the IBT Constitution for Trustees to verify Local’s bank balances, Trustee Garcia admitted that he did not review the bank statements. (Ex. 47 at 12, 16-17)<sup>41</sup> Trustee Alamillo testified that he reviewed some items in the Local’s bank account records, but not all as required. (Ex. 42 at 13-16; Ex. 117)

In addition to failing to verify the Local’s bank balances, the Trustees did not review the Local’s checks or the receipts attached to the Local’s credit card statements as required. (Ex. 118; Ex. 47 at 13; Ex. 45 at 12-13) Alamillo looked at random checks the Local issued and reconciled them with the Titan printout. (Ex. 42 at 18-19)<sup>42</sup> The other Trustees looked at none. (Ex. 47 at 13; Ex. 45 at 12-13)

None of the Trustees reviewed the back-up for disbursements or credit card statements. (Ex. 42 at 15-16; Ex. 45 at 12-13; Ex. 47 at 12) Alamillo explained that, “. . . We got lazy. That’s what it is because I got tired, I don’t want to check all that stuff.” (Ex.

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<sup>41</sup> When asked, “Do you also look at the bank statements?” Garcia testified “No, I don’t. I don’t look at the bank, just the books.” (Ex. 47 at 12)

<sup>42</sup> The March 14, 2007 memo from the IBT General Secretary-Treasurer stated that the Trustees must “[r]eview the returned checks (actual or digitized images) and make sure that the endorsement is that of the payee as entered on the front of the check.” (Ex. 117)

42 at 19) Trustee Osorio testified, "...we get a few minutes before we go into the ... meeting" and that his latest monthly review of the Local's records took five to ten minutes. (Ex. 45 at 12, 14)

Trustees Alamillo and Garcia testified that only recently Witek told them that they should check credit card receipts and reconcile the bank statements as part of their duties. (Ex. 42 at 29; Ex. 47 at 15-16) Despite that, during their October 2013 sworn examinations, the Trustees testified that they had not yet begun to perform this review. (Ex. 42 at 29; Ex. 47 at 16-17)

**2. The Local Failed to Comply with Instructions from the IBT based upon the IBT's 2008 and 2012 Audits**

The IBT audited Local 36 in 2008. (Ex. 118) Following the audit, the IBT informed Cantu that the Trustees had failed to comply with the requirements of the above described March 14, 2007 Memorandum regarding the duties of Local Trustees. (Ex. 118) Future compliance with the March 14, 2007 Memorandum was explained as mandatory. (Ex. 118) In a May 26, 2009 letter, Cantu replied to the IBT stating that, "The Trustees are now reviewing all reports that were listed on the Local Union Trustees Duties and Responsibilities memorandum dated May [sic] 14, 2007." (Exs. 119, 117) The reports referred to in the March 14, 2007 letter from the General Secretary-Treasurer included the Local's bank statements, statements of assets and liabilities, daily receipts control card, deposit slips, check register, voided checks, returned checks and wage and expense records. (Ex. 117)

The IBT conducted another audit at Local 36 in 2012. (Ex. 120) On January 10, 2012, the IBT auditor held a separate meeting with the Local's Trustees. (Ex. 121)

Current Local Trustees Alamillo and Osorio were present at that meeting with the IBT auditor. (Ex. 121) At that meeting, the Auditor specifically informed them of their duties. (Ex. 121) This meeting with the Trustees was in addition to an April 11, 2012 meeting the auditor held with the entire Executive Board. (Ex. 121) <sup>43</sup> During the April 11, 2012 meeting, the auditor discussed the results of his audit and "... where the Local Union had not been in compliance, instructions were given as to what actions would be necessary to bring the Local into compliance." (Ex. 121)

On April 20, 2012 the auditor wrote a report for the IBT concerning his audit of Local 36. (Ex. 120) In his report he stated,

Noticed instances of credit card receipts not attached to the corresponding credit card statements in a timely manner. Advised the Local Union to attach all receipt [sic] the corresponding credit card statements and in a timely manner (Within 30 days).

Retroactive to January 2011, recommended that all Officers/Business Agents/Organizers and staff review their Local Union issued credit card statements and perform the necessary follow-up and verify that all receipts properly documented and missing receipts are located and attached to the corresponding credit card statement. <sup>44</sup>

For the benefit of the Trustees in performing their monthly examination of the books and records, the Local was advised on Section 4.2 of the Manual for Secretary-Treasurer's, specifically, each voucher check must have an invoice attached to substantiate the payment.

(Ex. 120) Section 4.2 of the Secretary-Treasurer's Manual stated in part that,

"Voucher checks will permit the recording of a complete description of the nature of

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<sup>43</sup> Trustee Osorio was not at the April 11, 2012 meeting the auditor had with the whole Executive Board. (Ex. 121)

<sup>44</sup> As discussed below, it does not appear that this was done. For example, the Local had no back-up documentation, including the credit card statement, for checks issued to credit card companies in March and December 2011. (Exs. 123, 124, 132) These checks were issued during the period in which the auditor recommended that missing receipts be located and attached. (Ex. 120)

payment which will form a permanent record. As evidence of payment, the invoice or statement being paid to be attached to the carbon copy." (Ex. 190)

In a follow-up to the audit completed in 2012, the IBT General Secretary-Treasurer wrote an October 2, 2012 letter to Cantu which stated, "The Local was advised that for the Trustees in performing their monthly examination of the books and records, each voucher check must have supporting documentation attached to substantiate the payment." (Ex. 125)

The Local 36 Trustees appear to have failed to perform their duties under the IBT Constitution despite the auditor's specific instructions in January 2012, the IBT's letter in October 2012 and Cantu's representation to the IBT in May 2009 after a finding that they had not been that they were then doing so. (Exs. 119, 120-121, 125)

### **3. Lack of Itemized Meal Receipts as the Local's Bylaws and the U.S. Department of Labor Required**

Both the Local's Bylaws and the U.S. Department of Labor required the submission of itemized receipts to document expenses the Local paid. Section 15 (B) of the Local 36 Bylaws entitled Expenses provided:

When a representative of the organization is engaged in activities in the interest of or for the benefit of the organization and its members within the scope of his authority, the labor organization shall pay the expenses incurred therein, or reimburse the representative upon receipt of **itemized** voucher from him or the supplier of such service.

(Ex. 4 at 19 (emphasis added) In addition, Section 9 (A) of the Bylaws provides that the Secretary-Treasurer shall, "...keep itemized records, showing the source of all monies received and spent, and shall keep records, vouchers, work sheets, books and accounts and all resolutions to verify such report." (Ex. 4 at 6) Moreover, the



Department of Labor required the submission of, "All original itemized receipts for each credit card charge, including itemized hotel invoices, transportation costs, and itemized meal receipts from restaurants." (Ex. 5) In violation of the Local's Bylaws, the Local frequently did not have itemized receipts for meals charged on the Local credit cards. For example, between January 2012 and June 2013, Cantu, Witek and Rawlins charged approximately 76 meals on the Local's credit card. (Exs. 163-175, 179-185, 187, 101, 111, 112, 137, 10, 138, 104)<sup>45</sup> For these 76 meals, only 16 of the receipts submitted, or 21%, were itemized. (Exs. 183-175, 179-185, 187, 101, 111, 112, 137, 10, 138, 104)<sup>46</sup>

#### **4. The Lack of Supporting Documentation for Local Expenditures**

As noted above, after the IBT's audit in 2008, the IBT's General Secretary-Treasurer sent a letter to Cantu dated August 22, 2008 in which the IBT made a number of recommendations to the Local. (Ex. 118) The letter from the IBT contained the following instruction, "The Local was instructed that employees must submit credit card receipts immediately to the bookkeeper and that written explanations are required for all missing receipts. Credit card receipts should be attached to the credit card statements." (Ex. 118) On May 26, 2009, Cantu responded to the August 22, 2008 letter from the IBT stating, among other things, that, "The Business Agents are giving the bookkeeper all receipts for the credit card." (Ex. 119)

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<sup>45</sup> As discussed above, Cantu resigned effective March 31, 2013. (Ex. 14)

<sup>46</sup> For two charges, no receipt was submitted. (Exs. 163-165) These were considered to be unitemized.

In 2012, the IBT conducted another audit of Local 38 covering the period from March 1, 2008 through February 29, 2012. (Ex. 120) In an October 2, 2012 letter to the Local following up on the audit findings, the IBT stated:

1. The Local was instructed that a complete description of the nature of a payment, and the person involved, must be included with the invoice or statement. All receipts must be submitted and attached to the corresponding invoice or statement in a timely manner (within thirty days). The Auditor recommended that all officers, Business Agents and organizers review their Local Union credit card statements and perform the necessary follow-up to verify that all receipts are properly documented.
2. The Local was advised that for the Trustees in performing their monthly examination of the books and records, each voucher check must have supporting documentation attached to substantiate the payment.

(Ex. 125)<sup>47</sup>

An analysis of the documents that the Local produced in response to IRB document requests revealed that the Local was unable to produce any back-up documents for five checks issued to pay Local monthly credit card bills. (Exs. 127, 135, 133, 123, 136, 124, 128-131, 68, 69)<sup>48</sup> These five checks were issued to credit card company First Bank Card Center and totaled \$4,039.55. (Exs. 132, 123, 124, 133, 135, 136, 127) These checks were issued on: June 13, 2012, December 2, 2011, March 4, 2011, November 11, 2010 and September 2, 2010. (Exs. 127, 135, 133, 123, 136, 124, 128-131, 68, 69)<sup>49</sup> No back-up documentation, including the credit card statement, was

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<sup>47</sup> On March 19, 2013, Cantu responded to this letter stating, among other things, that, "All other issues regarding bookkeeping procedures have been addressed and completed." (Ex. 126)

<sup>48</sup> During their October 2013 sworn examinations, Witek and Rawlins, the only two full-time Local employees, testified that in response to the IRB's document requests, the Local had produced all available responsive records. (Ex. 49 at 36-37; Ex. 12 at 16-18)

<sup>49</sup> Two of these checks, dated March 4, 2011 and December 2, 2011, were covered by the auditor's recommendation in April 2012 to review records and locate missing receipts retroactive to January 2011. (Ex. 120)

provided for any of the charges incurred on the credit card for the checks issued in those months. (Exs. 127, 135, 133, 123, 136, 124, 128-131, 68, 69)<sup>50</sup> For example, the Local was unable to produce any back-up documentation for a Local check issued on June 13, 2012 in the amount of \$1,509.90 to First Bank Card Center. (Exs. 132, 136, 128, 130) The Local was also unable to produce any supporting documentation for a Local check issued on November 11, 2010 to First Bank Card Center. (Exs. 132, 133, 128, 130) The check voucher for this \$675.01 check had Rawlins' name on it and stated "Airfare Foundation." (Ex. 133)

In addition to the lack of any documentation for the five checks to the credit card company reflecting essentially all the charges for five months, the Local was unable to produce supporting documents for an additional eighteen individual charges totaling \$4,561. (Exs. 67-69, 89, 95-96, 123, 124, 128-133, 135-139, 141-143) For example, on December 21, 2010, Cantu charged \$286.96 at the Longhorn Café on the Local's Citi Card. (Ex. 67) No itemized receipt or other back-up documentation for this charge was provided in response to the IRB's request. (Exs. 68 and 69) As discussed above, after leaving the Longhorn Café on that date, Cantu drove the union vehicle into six parked cars and two light poles and was arrested for driving while intoxicated. (Ex. 70)<sup>51</sup>

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<sup>50</sup> The credit card charges for Cantu, Witek and Rawlins all appeared on the same credit card statement.

<sup>51</sup> In addition to the back-up for the June 13, 2012 check described above, the Local also failed to produce supporting documentation for two additional charges incurred after the IBT auditor's April 11, 2012 meeting with the Executive Board: on July 20, 2012 Cantu charged \$77.77 to Shell Oil Company on the Local's Citi AA Card and on November 23, 2012 Cantu charged \$37.57 to Prestige Auto on the Local's Citi AA Card. (Exs. 132, 137, 138, 68, 69) No receipts were produced for these charges.

An analysis showed that, during September 2009, Cantu had four charges on the Local's Citi Card that were unsupported by any back-up documentation. These charges were: \$1,401.95 at a Hyatt Hotel on September 11, 2009;<sup>52</sup> \$162.79 at a Vons Store on September 12, 2009; \$119.20 to Southwest Airlines on September 17, 2009;<sup>53</sup> and \$310.40 to American Airlines on September 22, 2009.<sup>54</sup> (Exs. 132, 139, 68, 69) The records in the travel folder were among those Cantu destroyed with Rawlins' contemporaneous knowledge. (Ex. 49 at 37-40) In addition, Rawlins had a charge at the Godfather Restaurant, located in San Diego, for \$295.06 on July 28, 2011, for which the Local was unable to produce a receipt. (Exs. 132, 96, 68, 69)

As discussed above, after Cantu submitted his resignation to the Local, he shredded Local records including the travel folder maintained in his office. (Ex. 49 at 37-40; Ex. 69) In addition to the above mentioned travel related charges on Cantu's credit card for which the Local could not provide receipts, the Local could not provide receipts for the following additional travel related charges on Cantu's credit card: \$428.40 to American Airlines on June 10, 2010; \$319.40 to Southwest Airlines on January 12, 2011 and \$436.80 to American Airlines on February 3, 2011. (Exs. 132, 141, 68, 69, 142, 128, 130) In addition, the Local failed to produce a receipt for a \$221.40 charge for Southwest Airlines which was charged on Rawlins' Local credit card on June 18, 2011. (Exs. 132, 95, 68, 69)

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<sup>52</sup> From the credit card statement, the Hyatt Hotel appeared to be in San Diego where the Local is located. (Ex. 139)

<sup>53</sup> From the credit card statement, it appears this was for a roundtrip flight from San Diego to Oakland. (Ex. 139)

<sup>54</sup> From the credit statement, it appears that this was for a roundtrip flight from San Diego to Orlando. (Ex. 139)

## **5. Lack of Control Over Gift Cards the Local Purchased**

Between January 2009 and March 2013, Local 36 purchased \$14,000 in gift cards from Albertsons. (Exs. 8-10)<sup>55</sup> The cards are essentially a cash equivalent, which can be used by whoever possesses them.<sup>56</sup> The Local had no method to track what was done with the gift cards. According to Rawlins and D'Agostino, Cantu "had control of the gift cards" and kept "the gift cards in his office". (Ex. 49 at 168-189, 173; Ex. 34 at 53) As detailed below, there were at least 166 unaccounted for gift cards, valued at \$3,320. (Exs. 6-10)

### **a. Gift Cards Purchased from Albertsons for November General Membership Meetings**

For the years 2009, 2010, 2011 and 2012, Local 36 purchased a total of 700 \$20.00 gift cards, valued at \$14,000, from Albertsons to distribute to the members who attended the November membership meeting. (Exs. 6-10; Ex. 49 at 168; Ex. 12 at 108) The 2009 and 2010 check vouchers for the checks to Albertsons stated that the gift cards were purchased for the November general membership meeting. (Exs. 7 and 8) The 2011 and 2012 Albertsons gift cards were purchased using the Local's credit card. (Exs. 9 and 10) The credit card statement produced by the Local for the 2012 gift card purchase included a handwritten page which stated "Need 150 ea cards from A for Nov 4, 2012 GMM." (Ex. 10)

Rawlins testified that every November the Local purchased \$20.00 gift cards from Albertsons. (Ex. 49 at 168) These were given to each member who attended the

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<sup>55</sup> The Local paid \$13,300 for these gift cards. (Exs. 6-10)

<sup>56</sup> Pursuant to the Secretary-Treasurer's Manual, "Whenever a payment is made from the Petty Cash Box, a voucher must be completed for the amount of the payment and put into the box with supporting documentation attached." (Ex. 122)

November general membership meeting. (Ex. 49 at 168; Ex. 12 at 108, 110; Ex. 34 at 51) Each member who attended the November general membership meeting was allegedly given a ticket when he first signed in. (Ex. 12 at 108, 110; Ex. 34 at 52-53) When a member left the meeting he was to turn in the ticket to receive a gift card. (Ex. 12 at 108-110; Ex. 34 at 52-53) The Local maintained sign-in sheets for the meetings. (Exs. 146, 150, 152, 157)<sup>57</sup> According to Witek and Rawlins, every member who was listed on the November sign-in sheet would have received a \$20.00 gift card from Albertsons. (Ex. 49 at 168, 170; Ex. 12 at 108, 110) In addition, some members employed at the solid waste facility were not able to attend the Sunday November membership meetings because of work. (Ex. 49 at 168-169) Rawlins testified that for these members who worked that Sunday, each was "allotted a gift card". (Ex. 49 at 168-169)

Cantu had control of the gift cards and he kept them in his office. (Ex. 49 at 168-169; Ex. 34 at 53) Rawlins testified that she did not know whether there were ever gift cards left over after the distribution at the November meetings. (Ex. 49 at 168)

Below is a chart of \$20 Albertsons gift cards the Local purchased for the November membership meetings between 2009 and 2012:

<u>Date of Meeting</u>	<u>Cards Purchased</u>	<u>Members at Meeting</u>	<u>Sunday Workers</u>	<u>Number of Gift Cards Unaccounted For</u>
11/08/09	150	73	37	40
11/7/10	200	131	3	66

<sup>57</sup> The sign-in sheets included the Local officers who attended the general membership meeting.

11/06/11	200	140	4	56
11/04/12	<u>150</u>	<u>146</u>	<u>0</u>	<u>4</u>
Total	710	490	44	166

(Exs. 6-10, 146, 147, 150, 152, 157) The total value of the 166 unaccounted for \$20.00 gift cards is \$3,320.<sup>58</sup>

**i) 2009**

On October 14, 2009, the Executive Board approved the purchase of 150, \$20.00 gift cards for the November 2009 general membership meeting. (Ex. 145) On October 27, 2009, the Local purchased 150 \$20 Albertsons gift cards. (Ex. 7)<sup>59</sup>

The minutes of the November 8, 2009 general membership meeting did not mention the gift cards. (Ex. 146) The sign-in sheets for the November 8, 2009 general membership meeting listed the signatures of 73 members. (Ex. 146) In addition, these same sign-in sheets listed the names of seven additional members without corresponding signatures. Next to each of these names was the word "worked". (Ex. 146) Attached to the minutes was a November 18, 2009 memorandum from Jennifer Suazo, from The Pasha Group, to Rawlins. (Ex. 146) The memo stated, "As promised, here's the list of employees who worked on November 8<sup>th</sup>." (Ex. 146) There were 30

<sup>58</sup> As discussed below, the December 14, 2011 Executive Board minutes stated that gift cards left over from the November meeting were to be used to purchase food for the December 2011 general membership meeting later that day. (Exs. 153 and 154) There were no records attached to the minutes showing that the 56 \$20 gift cards not accounted for from the November 2011 membership meeting were used to purchase food for the December membership meeting. (Ex. 153)

<sup>59</sup> On the top of the check voucher it stated, "E-Board Approval 10/14/2009 Purchase 150 \$20.00 Gift Cards for November General Membership Meeting". (Ex. 7)

names listed on the attachment. (Ex. 146)<sup>60</sup> These names were in addition to the seven names on the sign in sheet. (Ex. 146)

If all the 73 members who signed in at the November 8, 2009 membership meeting, the seven who were listed by name as being at work that day on the sign in sheet and the 30 members named in the memorandum from the employer, were given a gift card, there remained 40 unaccounted for gift cards.

**ii) 2010**

On October 13, 2010, the Executive Board approved the purchase of 200, \$20.00 gift cards for the November 2010 general membership meeting. (Ex. 149) On November 4, 2010, the Local purchased 200 \$20 Albertsons gift cards. (Ex. 8)<sup>61</sup>

The sign-in sheets attached to the November 7, 2010 general membership meeting minutes had 131 member signatures. (Ex. 150) In addition, listed on the sign-in sheets were the names of three additional members, without signatures. Next to their names was the word "working". (Ex. 150) For purposes of this analysis, each of the 131 members who signed-in and the three additional members whose names were listed, but did not sign in were considered to have received a gift card.<sup>62</sup> Thus, 134 members were considered to have received gift cards. (Ex. 150) Accordingly, 66 gift cards that had been purchased remained unaccounted for. (Ex. 150)

**iii) 2011**

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<sup>60</sup> On one of the memos attached to the November 8, 2009 general membership meeting minutes which listed that names of members who worked, was a handwritten notation: "18 EA to RN's." (Ex. 146) No names were given. (Ex. 146)

<sup>61</sup> The check voucher reflected, "E-Board Approval 10/13/20/10 [sic] Purchase 200 \$20.00 Gift Cards for November General Membership Meeting". (Ex. 8)

<sup>62</sup> Also listed on the top of the first sign-in sheet was the number 200 and below it was 134, below 134 was 66. (Ex. 150)



On October 31, 2011, the Local purchased 200, \$20 Albertsons gift cards. (Ex. 9)<sup>63</sup> The November 6, 2011 general membership meeting minutes stated “[e]veryone in attendance received a \$20 gift card for Albertsons to go towards their Thanksgiving dinner”. (Ex. 152) Attached to the general membership meeting minutes for November 6, 2011, were sign-in sheets which 140 members signed. (Ex. 152) Also listed were the names of four additional members with the word “working” next to these names. (Ex. 152) There was another sign-in sheet attached to the general membership meeting minutes which totaled up the number of members who attended this meeting. (Ex. 152)<sup>64</sup> The Local was also given credit for giving gift cards to the four members who were listed as “working”. For purposes of this analysis, the Local was given credit for distributing 144 gift cards to the members listed on the sign-in sheet for the November 6, 2011 meeting. Accordingly, there were 56 gift cards unaccounted for.

The December 14, 2011 Executive Board minutes stated, “A motion was made by Trustee Gardo Osorio and was seconded by Trustee Victor Alamillo to purchase food and drink with the left over Albertson’s gift cards from the November 2011 General Membership Meeting for the December 2011 General Membership Meeting. The motion was approved unanimously”. (Ex. 153) The December 2011 general membership meeting was held two hours later. (Ex. 154) The sign-in sheets for this general membership meeting listed twenty-one signatures. (Ex. 154) There were fifty-six, \$20.00 gift cards left over, valued at \$1,120. There were no records attached to

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<sup>63</sup> A review of the Executive Board minutes for August through December 2011 did not disclose any approval for the purchase of these gift cards as there had been in 2009 and 2010. (Ex.151)

<sup>64</sup> On the sign in sheet attached to the minutes, under the 142 was 42 and then 182. (Ex. 152)

either the Executive Board or membership minutes showing that the 56 unaccounted for gift cards were used to purchase food. (Exs. 153-154)

**iv) 2012**

On October 10, 2012, the Executive Board approved the purchase of 150, \$20.00 Albertson's gift cards for the November 2012 general membership meeting. (Ex. 155) On October 24, 2012, the Local purchased 150, \$20 Albertsons gift cards. (Ex. 10)<sup>65</sup>

The October 10, 2012, general membership meeting minutes reported, "Art reported that Teamsters Local 36 will be giving gift cards out at our November, General membership meeting". (Ex. 156) The sign-in sheets attached to the November 4, 2012 general membership meeting minutes listed the signatures of 146 members. (Ex. 157) The Local was given credit for distributing 146 gift cards to the members. No documents attached to the minutes reflect the distribution of the remaining four cards. (Ex. 157)

Witek testified that if there were any gift cards left over, the Local would donate "usually 10 of them" to the retirees. (Ex. 12 at 109)<sup>66</sup> The San Diego Teamsters Retirees Club, which included retirees from all four Teamster Locals in San Diego, meets once a month on the third Thursday of each month at Local 542's meeting hall. (Ex. 158) According to a notice regarding these meetings, a raffle is held at each meeting. (Ex. 158) According to Witek and D'Agostino, the Local would give left over

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<sup>65</sup> The check voucher indicated that the check was for two months. The check voucher stated "Prior Month (\$3000.00 Albertsons Gift Cards)". (Ex. 10)

<sup>66</sup> According to Local records, the Local purchased eight \$50 gift cards and four \$25 gift cards from Costco to give to the retirees. (Exs. 159-161)

gift cards out to the retirees at the Thanksgiving or Christmas meeting. (Ex. 12 at 109; Ex. 34 at 52) Local 36 did not document who received the gift cards given to the Retirees Club, or that they were in fact given. (Ex. 12 at 113-114)<sup>67</sup>

#### **IV. RECDMMENDATION**

Based upon the foregoing, it is recommended that the IBT General President place Local 36 in Trusteeship.

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<sup>67</sup> When asked about documentation regarding where the gift cards went, Witek testified, "There is no -- I know where they go because I usually take them or, you know, here Art should have been taking them, but if we don't get them, we get a letter back from the retirees, "Hey you missed our gift cards", you know. But, no, we don't document that like that. If that needs to be done, that's something I can do, you know." (Ex. 12 at 113-114)

## Exhibits regarding Local 36 Trusteeship and Charge Reports

<b>Exhibit</b>	<b>Item</b>
<b>1</b>	IBT Constitution Excerpts
<b>2</b>	Local 36 2012 LM-2 form
<b>3</b>	Local 36 website printout
<b>4</b>	Local 36 Bylaws
<b>5</b>	OLMS Compliance Tips
<b>6</b>	Schedule regarding Local 36 gift cards
<b>7</b>	Documents regarding check # 13373, November 2, 2009, Albertsons
<b>8</b>	Documents regarding check # 14314, October 31, 2010 , Albertsons
<b>9</b>	Documents regarding check # 11366, December 2, 2011, First Bankcard
<b>10</b>	Documents regarding check # 12246, December 3, 2012, Citi AA Card
<b>11</b>	Todd Strom sworn examination October 15, 2013
<b>12</b>	Mike Witek sworn examination October 16, 2013
<b>13</b>	General Membership Meeting Minutes March 13, 2013
<b>14</b>	Art Cantu Local Retirement letter, March 21, 2013
<b>15</b>	Local 36 2000 LM-2 form
<b>16</b>	IBT 2000 Roster excerpt
<b>17</b>	Dues Printout, Art Cantu
<b>18</b>	IBT Roster excerpts, 1994 + 1996
<b>19</b>	Executive Board minutes for March 13, 2013
<b>20</b>	Joint Council 42 2006-2010 LM-2 forms excerpts
<b>21</b>	Joint Council 42 2011 LM-2 form
<b>22</b>	Joint Council 42 2012 LM-2 form
<b>23</b>	IBT 2006-2012 LM-2 form excerpts
<b>24</b>	Art Cantu IBT Retirement Letter dated March 21, 2013
<b>25</b>	Blank
<b>26</b>	Special Executive Board minutes March 30, 2013
<b>27</b>	Mike Witek Letters dated March 30, 2013
<b>28</b>	Local 36 2007 LM-2 form
<b>29</b>	Local 36 2008 LM-2 form
<b>30</b>	Domenico D'Agostino March 31, 2013 new position letter
<b>31</b>	June 9, 2008 Executive Board minutes
<b>32</b>	Local 36 2002 LM-2 form
<b>33</b>	Domenico O'Agostino Dues printout
<b>34</b>	Domenico O'Agostino sworn examination on October 15, 2013
<b>35</b>	July 11, 2012 Executive Board minutes
<b>36</b>	Local 36 2006 LM-2 form
<b>37</b>	Local 36 2009 LM-2 form

## Exhibits regarding Local 36 Trusteeship and Charge Reports

<b>Exhibit</b>	<b>Item</b>
<b>38</b>	Local 36 2010 LM-2 form
<b>39</b>	Local 36 2011 LM-2 form
<b>40</b>	Todd Strom Oues printout
<b>41</b>	July B, 2008 Executive Board minutes
<b>42</b>	Victor Alamillo sworn examination, October 16, 2013
<b>43</b>	July 29, 2009 Executive Board minutes
<b>44</b>	Gardo Osorio Oues Printout
<b>45</b>	Gardo Osorio sworn examination, October 16, 2013
<b>46</b>	August B, 2012 Executive Board minutes
<b>47</b>	James Garcia sworn examination, October 16, 2013
<b>48</b>	James Garcia's Oues printout
<b>49</b>	Marilyn Rawlins sworn examination on October 14, 2013
<b>50</b>	Marilyn Rawlins Oues printout
<b>51</b>	Marilyn Rawlins new position letter dated March 30, 2013
<b>52</b>	March 30, 2013 Special Executive Board minutes
<b>53</b>	Gary Knight's Dues printout
<b>54</b>	Local 36 2004 LM-2 form
<b>55</b>	Gary Knight Affidavit, November 27, 2013
<b>56</b>	Oomenico O'Agostino resignation + acceptance letters dated June 29, 2012
<b>57</b>	Todd Strom resignation + acceptance letters dated June 29, 2012
<b>58</b>	Todd Strom March 31, 2013 new position letter
<b>59</b>	Documents regarding check # 13557, January 22, 2010, Citi AA Card
<b>60</b>	Documents regarding check # 14679, March 18, 2011, Citi AA Card
<b>61</b>	Car sale contract December 22, 2010 (Documents regarding check # 14439)
<b>62</b>	Union Bank Check for \$18,792.19 dated December 22, 2010
<b>63</b>	Progressive payout report for Local 36
<b>64</b>	January 12, 2011 Executive Board minutes
<b>65</b>	December 4, 2008 OUI plea documents
<b>66</b>	Art Cantu OMV printout
<b>67</b>	Documents regarding check # 14536, January 31, 2011, Citi AA Card
<b>68</b>	September 10, 2013 IRB document request
<b>69</b>	September 18, 2013, Local 36 response to IRB (Mike Witek Declaration)
<b>70</b>	Accident report for December 21, 2010 with Progressive fax cover sheet
<b>71</b>	Letter from The City of San Diego dated December 29, 2010
<b>72</b>	December 21, 2010 Art Cantu OUI Plea document
<b>73</b>	Map, Longhorn Restaurant to accident site
<b>74</b>	Map, NLRB to accident site

## Exhibits regarding Local 36 Trusteeship and Charge Reports

<b>Exhibit</b>	<b>Item</b>
<b>75</b>	Criminal Complaint dated January 28, 2011
<b>76</b>	Driver License suspension rules
<b>77</b>	Marilyn Rawlins' Gas Receipt schedule
<b>78</b>	Documents regarding check # 13647, February 26, 2010, Citi AA Card
<b>79</b>	Documents regarding check # 13725, March 26, 2010, Citi AA Card
<b>80</b>	Documents regarding check # 13815, April 30, 2010, Citi AA Card
<b>81</b>	Documents regarding check # 13891, May 25, 2010, Citi AA Card
<b>82</b>	Documents regarding check # 14027, July 9, 2010, First Bankcard
<b>83</b>	Documents regarding check # 13992, June 30, 2010, Citi AA Card
<b>84</b>	Documents regarding check # 14075, August 3, 2010, Citi AA Card
<b>85</b>	Documents regarding check # 14140, August 31, 2010, Citi AA Card
<b>86</b>	Documents regarding check # 14213, September 29, 2010, Citi AA card
<b>87</b>	Documents regarding check # 14301, October 29, 2010, Citi AA Card
<b>88</b>	Documents regarding check # 14450, December 29, 2010, Citi AA Card
<b>89</b>	Documents regarding check # 14537, January 31, 2011, Citi AA Card
<b>90</b>	Documents regarding check # 14562, February 4, 2011, First Bankcard
<b>91</b>	Documents regarding check # 14628, March 1, 2011, Citi AA Card
<b>92</b>	Documents regarding check # 14680, March 18, 2011, Citi AA Card
<b>93</b>	Documents regarding check # 14846, May 17, 2011, Citi AA Card
<b>94</b>	Documents regarding check # 10937, June 24, 2011, Citi AA Card
<b>95</b>	Documents regarding check # 11025, August 2, 2011, Citi AA Card
<b>96</b>	Documents regarding check # 11109, September 6, 2011, Citi AA Card
<b>97</b>	Documents regarding check # 11187, October 3, 2011, Citi AA Card
<b>98</b>	Documents regarding check # 11260, November 3, 2011, Citi AA Card
<b>99</b>	Documents regarding check # 11368, December 2, 2011, Citi AA Card
<b>100</b>	Documents regarding check # 11389, December 20, 2011, Citi AA Card
<b>101</b>	Documents regarding check # 11471, January 18, 2012, Citi AA Card
<b>102</b>	Progressive Claim printout
<b>103</b>	October 2013 sworn examination exhibits
<b>104</b>	Documents regarding check # 12440, March 1, 2013, Citi AA Card
<b>105</b>	Documents regarding check # 12062, September 13, 2012, First Bankcard
<b>106</b>	Documents regarding check # 12987, May 22, 2009, CitiAA Card
<b>107</b>	Documents regarding check # 13485, December 31, 2009, Citi AA Card
<b>108</b>	Documents regarding check # 14141, August 31, 2010, Citi AA Card
<b>109</b>	Map, Estradas to Local 36
<b>110</b>	Map, Local 36 to Islands Restaurant
<b>111</b>	Documents regarding check # 11820, June 1, 2012, Citi AA Card

## Exhibits regarding Local 36 Trusteeship and Charge Reports

<b>Exhibit</b>	<b>Item</b>
<b>112</b>	Documents regarding check # 11B83, June 27, 2012, Citi AA Card
<b>113</b>	LMROA Sec. 206
<b>114</b>	Iron Mountain Shredding documents
<b>115</b>	March 26, 2013, letter from IRB to Local 36
<b>116</b>	October 25, 2013, letter from Attorney Steiner
<b>117</b>	IBT Memorandum dated March 14, 2007 regarding Local Union Trustees
<b>118</b>	IBT Audit Letter dated August 22, 2008
<b>119</b>	Art Cantu letter to IBT dated May 26, 2009
<b>120</b>	April 20, 2012 Audit report, (Excerpts)
<b>121</b>	2012 Audit signature page
<b>122</b>	Secretary Treasurer's manual, 2012 Edition (Sec. 4.2 + 7.27)
<b>123</b>	Documents regarding check # 14634, March 4, 2011, (Check register + Bank statement excerpts)
<b>124</b>	Documents regarding check # 11365, December 2, 2011 (Check register + Bank statement excerpts)
<b>125</b>	IBT letter to Art Cantu dated October 2, 2012,
<b>126</b>	Art Cantu letter to IBT dated March 19, 2013
<b>127</b>	Check Register (excerpts) 11B29, 14171, 14354, 14634, 11365
<b>128</b>	June 28, 2013 IRB documents request
<b>129</b>	July 18, 2013 IRB documents request
<b>130</b>	Local 36 Response dated July 8, 2013
<b>131</b>	Local 36 Response dated July 26, 2013
<b>132</b>	Missing Checks & Receipts schedule
<b>133</b>	Documents regarding check # 14354, November 11, 2010, First Bankcard
<b>134</b>	Documents regarding check # 12779, February 27, 2009 (No voucher)
<b>135</b>	Documents regarding check # 14171, September 2, 2010, First Bankcard
<b>136</b>	Documents regarding check # 11B29 (Check summary report excerpt)
<b>137</b>	Documents regarding check # 12052, September 11, 2012, Citi AA Card
<b>138</b>	Documents regarding check # 12301, January 3, 2013, Citi AA Card
<b>139</b>	Documents regarding check # 13346, October 30, 2009, Citi AA Card
<b>140</b>	October 22, 2013 IRB documents request
<b>141</b>	Documents regarding check # 14074, August 3, 2010, Citi AA Card
<b>142</b>	Documents regarding check # 14627, March 1, 2011, Citi AA Card
<b>143</b>	Documents regarding check # 13403, November 25, 2009, Citi AA Card
<b>144</b>	Blank
<b>145</b>	Executive Board minutes October 14, 2009
<b>146</b>	General Membership Meeting minutes November 8, 2009
<b>147</b>	General Membership Meeting minutes December 9, 2009

## Exhibits regarding Local 36 Trusteeship and Charge Reports

<b>Exhibit</b>	<b>Item</b>
<b>148</b>	General Membership Meeting minutes January 13, 2010
<b>149</b>	Executive Board minutes October 13, 2010
<b>150</b>	General Membership Meeting minutes November 7, 2010
<b>151</b>	Executive Board minutes August 2011 - December 2011
<b>152</b>	General Membership Meeting minutes November 6, 2011
<b>153</b>	Executive Board minutes December 14, 2011
<b>154</b>	General Membership Meeting minutes December 14, 2011
<b>155</b>	Executive Board minutes October 10, 2012
<b>156</b>	General Membership Meeting minutes October 10, 2012
<b>157</b>	General Membership Meeting minutes November 4, 2012
<b>158</b>	IBT retiree meeting printout
<b>159</b>	Documents regarding check # 12839, March 20, 2009, American Express
<b>160</b>	Documents regarding check # 11621, March 20, 2012, American Express
<b>161</b>	Documents regarding check # 12467, March 5, 2013, Marilyn Rawlins CC
<b>162</b>	Blank
<b>163</b>	Restaurants by date chart, January 2012 - June 2013
<b>164</b>	Documents regarding check # 11583, March 2, 2012, Citi AA Card
<b>165</b>	Documents regarding check # 11660, April 3, 2012, Citi AA Card
<b>166</b>	Documents regarding check # 11707, April 23, 2012, Citi AA Card
<b>167</b>	Documents regarding check # 11763, May 4, 2012, First Bankcard
<b>168</b>	Documents regarding check # 11905, July 2, 2012, First Bankcard
<b>169</b>	Documents regarding check # 11978, August 2, 2012, Citi AA Card
<b>170</b>	Documents regarding check # 12101, October 3, 2012, Citi AA Card
<b>171</b>	Documents regarding check # 12181, November 1, 2012, Citi AA card
<b>172</b>	Documents regarding check # 12223, November 15, 2012, First Bankcard
<b>173</b>	Documents regarding check # 12339, January 10, 2013, First Bankcard
<b>174</b>	Documents regarding check # 12378, February 1, 2013, Citi AA card
<b>175</b>	Documents regarding check # 12409, February 8, 2013, First Bankcard
<b>176</b>	Documents regarding check # 12287, December 26, 2012, Baci's Restaurant
<b>177</b>	Victor Alamillo Dues printout
<b>178</b>	Documents regarding check # 12361, January 18, 2013, Baci's Restaurant
<b>179</b>	Documents regarding check # 12525, April 10, 2013, First Bankcard
<b>180</b>	Documents regarding check # 12570, May 3, 2013, Citi AA Card
<b>181</b>	Documents regarding check # 12580, May 3, 2013, First Bankcard
<b>182</b>	Documents regarding check # 12579, May 3, 2013, First Bankcard
<b>183</b>	Documents regarding check # 12617, May 17, 2013, American Express
<b>184</b>	Documents regarding check # 12671, June 10, 2013, American Express



## Exhibits regarding Local 36 Trusteeship and Charge Reports

Exhibit	Item
<b>185</b>	Documents regarding check # 12741, July 9, 2013, American Express
<b>186</b>	Documents regarding check # 11697, April 20, 2012, Baci's Restaurant
<b>187</b>	Documents regarding check # 12505, April 2, 2013, Citi AA Card
<b>188</b>	Documents regarding check # 11024, August 2, 2011, Citi AA Card
<b>189</b>	Local 36 2003 LM-2 form
<b>190</b>	Secretary-Treasurer's Manual Excerpt
<b>191</b>	IRB Rules and Procedures
<b>192</b>	Executive Board June 12, 2013 minutes