
UNITED STATES OF AMERICA
vs.
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

---oOo---

In Re Sworn Testimony of
CHARLES BERTUCIO
Tuesday, October 13, 2015

Reported by:

KIMBERLEE SCHROEDER, CSR, RPR, CCRR

License No. 11414

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

APPEARANCES

For the United States of America:

JONES DAY

By: CHARLES CARBERRY

Attorney at Law

222 E. 41st Street

New York, New York 10017

Ph: 212-326-3920

E-mail: carberry@jonesday.com

CHIEF INVESTIGATOR'S OFFICE

Independent Review Board

By: ROBERT CALLUS

17 Battery Place, Suite 331

New York, New York 10004

Ph: 212-635-0202

For the IBT:

FARELLA BRAUN & MARTEL LLP

By: WILLIAM P. KEANE

CHRISTOPHER LEE

Attorneys at Law

235 Montgomery Street

San Francisco, California 94104

Ph: 415-954-4400

E-mail: wkeane@fbm.com

cleee@fbm.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I N D E X

DEPOSITION OF CHARLES BERTUCIO

EXAMINATION

PAGE

By Mr. Carberry

5

---oOo---

EXHIBITS

PAGE

Exhibit 7 E-mail dated March 2, 2013, from 14

Charles Bertucio to Rome Aloise

Exhibit 8 Teamsters Benefit Trust, 18

Application and Subscription

Agreement

Exhibit 9 Application for Membership in 20

Local 853

Exhibit 10 Text from 5102073164 to 5109156430 23

Exhibit 11 E-mail dated August 5, 2013, from 31

Richard Leebove with attachment

---oOo---

1 BE IT REMEMBERED that on Tuesday,
2 October 13, 2015, commencing at the hour of 11:10 a.m.
3 at the Law Offices of Jones Day, 555 California Street,
4 26th Floor, San Francisco, California, before me,
5 KIMBERLEE SCHROEDER, a Certified Shorthand Reporter in
6 and for the State of California, duly authorized to
7 administer oaths pursuant to Section 30(c) of the
8 Federal Rules of Civil Procedure, personally appeared
9 CHARLES BERTUCIO,
10 called as a witness herein, who, having been duly sworn,
11 was thereupon examined as hereinafter set forth.

12
13
14
15
16
17
18
19
20
21
22
23
24
25

1 P R O C E E D I N G S

2 ---oOo---

3 CHARLES BERTUCIO,

4 after being first duly sworn, was examined and testified
5 as follows:

6 EXAMINATION

7 BY MR. CARBERRY:

8 Q. Would you spell your name and state it for the
9 record, please?

10 A. B, as in "boy," e-r-t-u-c-i-o, Bertucio.

11 Q. And your first name?

12 A. Charles.

13 Q. Mr. Bertucio, you're here today as a member of
14 Local 853 at the request of the Independent Review
15 Board. I'm the chief investigator for the Board. I'll
16 be asking you some questions. If you don't understand
17 my questions, ask me to repeat them. Ask me to rephrase
18 them. I'll be happy to do that.

19 You are a member of Local 853; is that correct?

20 A. Correct.

21 Q. How long have you known Rome Aloise?

22 A. Oh, boy. Let's see, I'm 54. Probably
23 35 years.

24 Q. And how did you meet him?

25 A. We both grew up in Northern California, and we

1 were both basically kind of labor brats. My dad worked
2 with steel workers and his with the Teamsters.

3 Q. Were you ever a union officer?

4 A. No, sir.

5 Q. Were you ever a union employee?

6 A. No, sir.

7 Q. Prior to Teamsters, were you ever a member of a
8 union?

9 A. No, sir. Well, I had a -- let me think.

10 In high school, I had a couple of summer
11 jobs --

12 Q. Apart from summer jobs in high school?

13 A. No, sir.

14 Q. Currently you are the president of GrandFund
15 Corp?

16 A. Yes.

17 Q. And on the website, it describes GrandFund
18 family of companies. What's the family of companies?

19 A. So a friend of mine did that. I don't know
20 that I've seen it. I think it's more of a term, but I
21 have a broker/dealer called GrandFund Investment Group.
22 And so that's what they're probably referring to.

23 Q. Do you have a separate insurance company or
24 broker?

25 A. No, sir.

1 Q. So it's no Grand Insurance or anything like
2 that?

3 A. That's my father's company.

4 Q. That's your father's company?

5 A. Yeah.

6 Q. And is the Mental Health Advisory Group part of
7 that?

8 A. No, sir.

9 Q. Is that your company?

10 A. No, sir.

11 Q. Do you know whose company that is?

12 A. I believe it's -- well, it's Vickie Lanini's
13 company.

14 Q. Now, are you friends with Mr. Aloise?

15 A. Yeah. I would say I'm friends with him. Sure.

16 Q. Do your families socialize occasionally?

17 A. Occasionally. Not often.

18 Q. Other than yourself, who's employed at
19 GrandFund?

20 A. My sister Lisa Ramsay and Vickie Lanini.

21 Q. And since 2004 when you became a -- had a
22 collective bargaining agreement, have there been other
23 employees?

24 A. Yes, sir.

25 Q. Who were they?

1 A. Ed Logue and Neil Wilkinson.

2 Q. Did you ever work at Ullico?

3 A. Yes.

4 Q. What did you do there?

5 A. I worked with Ullico Casualty. It was their
6 fiduciary division. And I helped -- they were having
7 problems with their company, and I helped put it back
8 together.

9 Q. And how long were you there?

10 A. Boy, I would be guessing. Maybe three or four
11 years.

12 Q. Was that before GrandFund?

13 A. It was during.

14 Q. During GrandFund?

15 A. Yeah.

16 Q. And so you were an employee of Ullico or just
17 an advisor?

18 A. I was an employee. I started out as an advisor
19 and then became an employee.

20 Q. And My Union Rx, was that your company?

21 A. It was never really a company. It was a
22 branded name that we used when we started the
23 prescription drug business some time ago.

24 Q. What was its function?

25 A. Just to identify with unions as we were going

1 to the market to -- a slogan more or less.

2 Q. Was it the company that would provide the
3 service, or was it helping marketing --

4 A. It was helping marketing.

5 Q. -- other companies?

6 A. Yeah, I don't know if we trademarked it or
7 whatever we did, registered it or whatever you do with
8 that. It was just a name that we had for branding.

9 Q. So it had no employees?

10 A. No, no.

11 Q. Other than yourself?

12 A. Yeah.

13 Q. And what was its relation with Prescription
14 Solution?

15 A. I was the relation with Prescription Solutions.
16 So I came up with the name My Union Rx maybe in the
17 future that we could switch to a union branded name. So
18 we had that name, but we never did it.

19 Q. So whose company was Prescription Solutions?

20 A. They were owned by Pacific Care.

21 Q. They were a client -- how do you refer to the
22 people you partner with, the other insurance companies?

23 A. I refer to them as partners or clients.

24 Q. We'll just use the word clients here.

25 A. Yeah, sure.

1 Q. So they were a client then, Prescription
2 Solution?

3 A. That's correct.

4 Q. Eventually, they became Optum?

5 A. Correct.

6 Q. Was Optum in existence before Prescription
7 Solution?

8 A. I think it's a new name by virtue of an
9 acquisition, so...

10 Q. UnitedHealthcare came up with it?

11 A. Yeah, to bring whatever those two companies are
12 together.

13 Q. Okay. Now, what Teamster funds has GrandFund
14 introduced insurance products to?

15 A. You know, I don't know off the top of my head.

16 Q. Can you remember any?

17 A. Yeah, I can remember some, sure.

18 Q. Why don't you say the ones you can remember.

19 A. East Bay Drayage, Local 727, Teamster Benefit
20 Trust, Local 284. You know, there's a handful of them.
21 I don't know.

22 Q. Now, the Western Healthcare Coalition is not a
23 fund; it's like an umbrella group for a fund?

24 A. Back in the day, coalitions were all the rage
25 to try and leverage purchasing. That was formed by

1 David MacKenzie to create better purchasing
2 opportunities in California.

3 Q. Now, have you introduced products to the
4 coalition?

5 A. Yes, I have.

6 Q. And what products?

7 A. RX Solutions.

8 Q. Now, in addition to GrandFund, there's
9 GrandFund Investment?

10 A. Yes.

11 Q. Which is a registered broker/dealer?

12 A. It is GrandFund Investment Group.

13 Q. It's a registered broker/dealer?

14 A. Yes, sir.

15 Q. Has it performed any services for any Teamster
16 pension funds?

17 A. Well, the client is the money manager, so the
18 money manager would have performed the service.

19 Q. Is it now what GrandFund does for the insurance
20 companies?

21 A. Yes.

22 Q. You introduce money managers to --

23 A. Yes, correct.

24 Q. After you introduce the insurance company, does
25 GrandFund have a continuing role?

1 A. More as a fire fighter if problems arise, more
2 of that nature. It's more advisory to the client.

3 Q. So if the client has a problem with the
4 company, they come to you to help address it?

5 A. No.

6 MR. KEANE: Excuse me. It's not clear who the
7 client is.

8 THE WITNESS: The client is RX Solutions or
9 Optum, right.

10 MR. CARBERRY: Very good point.

11 Q. If the trust has a problem with the partner --

12 A. M-hm.

13 Q. -- the insurance partner, they come to you?

14 A. If there's an issue that can't be resolved, you
15 know, they go through the process. Then yeah, they
16 could very well come to me.

17 Q. What e-mail addresses have you used for
18 business in the last five years?

19 A. There's a bunch of them.

20 Q. The ones you remember.

21 A. CBMyUnionRx. I think it's @comcast.com or
22 .net. I lost that one in a move.

23 Because I buy Apple, so they give you -- which
24 are all the same, GrandFundLLC@me.com or
25 GrandFundLLC@mac.com, they're both the same.

1 Then I had for a short period a Caisson e-mail
2 address.

3 Then I have a CABertucio@GrandFundLLC.com which
4 is a secure address for the broker/dealer.

5 Q. Caisson, was that a separate company?

6 A. It was -- it was set up to become a separate
7 company, but we -- it never came together.

8 Q. Was it your -- what was your relation to
9 Caisson?

10 A. Caisson, I was going to be one of the partners
11 in Caisson, but we could never come to an agreement on
12 it, so it just kind of went away.

13 Q. And was that a different function?

14 A. It was conceived to do a lot. Basically the
15 same, same idea, but with different players sharing
16 equity.

17 Q. That was going to be more in the investment
18 side of insurance?

19 A. It had an emphasis on the investment side, yes.

20 MR. CARBERRY: This is an e-mail chain, three
21 pages. It's an e-mail dated March 2nd, 2013 as the last
22 e-mail. And it goes through pages, but I'm only
23 addressing your attention to the e-mail that begins on
24 the top, on the first page.

25 THE WITNESS: M-hm. Yes, sir.

1 (Exhibit No. 7 was marked for
2 identification.)

3 MR. KEANE: Have you had a chance to read that?

4 THE WITNESS: Yeah, I'm familiar with it, yeah.

5 MR. CARBERRY: Q. What is OMERS?

6 A. OMERS is an acronym for Ontario Municipal
7 Employment Retirement System. It's a pension fund in
8 Ontario, Canada.

9 Q. Was this in connection with Caisson?

10 A. Well, not really. It was in connection with
11 GrandFund Investment Group and -- GrandFund Investment
12 Group.

13 Q. And this is later the investment with McMorgan?

14 A. That's correct. Yes.

15 Q. Why did you want Mr. Aloise to attend?

16 A. This was early on -- well, because I wanted him
17 to meet with the folks at OMERS, which they own a
18 company -- the pension fund owns a company called
19 Borealis. They're an infrastructure. It's a very
20 cutting-edge infrastructure team managed by a pension
21 fund.

22 I believe he's head of the investment committee
23 on Western Conference of Teamsters. Alan Biller had
24 expressed some interest, not a lot. I thought if Rome
25 met with OMERS and could understand what they were

1 doing, how investing alongside a pension fund was better
2 than investing alongside of Goldman Sachs, something
3 like that, then we might be able to spark interest and
4 get the consultant to go ahead and do the work and vet
5 it out.

6 He never made this trip, by the way.

7 Q. No, that's fine. I understand. He forgot his
8 passport or something.

9 A. Do you want this back?

10 MR. KEANE: Just leave it here.

11 MR. CARBERRY: Q. On the investment side, have
12 any of the GrandFund entities been involved with the
13 Western Conference Pension Fund?

14 A. Not directly.

15 Q. Have they been involved with companies that
16 have sold products to them or had the fund makes
17 investments in them?

18 A. My clients have been involved in investments.

19 Q. In that situation, what did you do for your
20 client?

21 A. I just represented them generally as it relates
22 to the Western Conference of Teamsters. I didn't get
23 involved.

24 Q. I'm not sure what that means. What does that
25 mean?

1 A. They had already had somebody before me that
2 talked to them.

3 Q. That talked to the conference?

4 A. Yeah.

5 Q. So you just continued that relationship or --

6 A. I just had it. So I was involved with OMERS,
7 and I made that introduction there, but it didn't go
8 anywhere.

9 Q. And did you do it for the -- which fund --
10 Y-c-e-p-i-a-s [sic]?

11 A. Yeah, Yucaipa.

12 Q. Is that the fund you made the introduction for?

13 A. No. Somebody else had made that introduction.

14 Q. That was another fund?

15 A. Yeah.

16 Q. Did you have any involvement with them at all?

17 A. Very peripherally. Just being alive and they
18 know me and I know them.

19 Q. You never represented them or dealt with them?

20 A. I never met with them, no.

21 Q. Who is Neil Wilkinson?

22 A. Neil Wilkinson is a gentleman from Chicago, and
23 he's been in the investment business all his life.

24 Q. Now, at some point, did he become associated
25 with GrandFund?

1 A. Yes, I hired him.

2 Q. What did you hire him as?

3 A. I hired him basically as a consultant advisor
4 in the money management business to help me with the
5 McMorgan infrastructure fund.

6 Q. Where was he going to work from?

7 A. From his house in Chicago.

8 Q. He was going to stay in Chicago?

9 A. Yeah.

10 Q. Is he still an employee?

11 A. No, sir.

12 Q. Other than your current employees, Ms. Ramsay
13 and Ms. Lanini and Mr. Wilkinson, what other employees
14 have you had since 2004?

15 A. I think Ed Logue was still an employee.

16 Q. And what was Mr. Logue's job?

17 A. Mr. Logue was salesman for me.

18 Q. And as salesman, he worked on commission?

19 A. That's a long time ago.

20 Q. I understand.

21 A. You know, discretionary pay, base pay and
22 discretionary bonus.

23 Q. Is that how Ms. Lanini works?

24 A. Yes.

25 Q. And Ms. Ramsay is an hourly employee?

1 A. M-hm.

2 Q. I'm going to show you -- at some point, you
3 reached a collective bargaining agreement in Local 853?

4 A. M-hm.

5 Q. As part of that, you signed the subscription
6 agreement with the fund?

7 A. Yes, sir.

8 (Exhibit No. 8 was marked for
9 identification.)

10 MR. CARBERRY: Q. Showing you what's been
11 marked as Exhibit 8, it's a 3-page document entitled
12 "Teamsters Benefit Trust, Application and Subscription
13 Agreement."

14 A. M-hm.

15 Q. And that's your signature at the bottom?

16 A. Yes, sir.

17 Q. So this in the top half, top quarter, you see,
18 "Number of covered employees"?

19 A. M-hm.

20 Q. "3, bargaining unit, 3"; is that right?

21 A. I mean, I have to take it on face value.

22 Q. You don't see the numbers?

23 A. No, no.

24 Q. I'm not asking you if it's correct or not.

25 A. I believe it's correct. Ed, Vickie and Lisa.

1 Q. You had Ms. Lanini?

2 A. Ed and Lisa.

3 Q. Below that, it says, Classification, basically
4 noncollective bargaining employees, yes, and then number
5 1.

6 A. Yes, sir.

7 Q. Was that to be you?

8 A. I believe so, yeah.

9 Q. Now, how did you come to reach a collective
10 bargaining agreement with Local 853?

11 A. Well, Ed Logue who worked for me expressed an
12 interest in joining the union, and so it kind of took on
13 a life from there. And then they presented me with
14 terms of an agreement.

15 Q. Who is "they"?

16 A. Rome, I think.

17 Q. Did you deal with anybody besides Mr. Aloise?

18 A. It's a long time ago, but I don't think so.

19 Q. Again, going to your website, it says GrandFund
20 has three principals. What is a principal of GrandFund?

21 A. I have to tell you, a friend of mine did that.
22 I'm not sure what they're referring to in there. I
23 don't know. I believe I'm the sole owner of GrandFund,
24 from my accountant's perspective. If somebody owns
25 1 percent for estate planning, I don't know.

1 Q. One of the other principals listed is, I
2 believe, your son.

3 A. Was it?

4 Q. One is your son.

5 A. Hmm.

6 Q. Now, in March of 2012, you joined Local 853; is
7 that correct?

8 A. I think so.

9 (Exhibit No. 9 was marked for
10 identification.)

11 MR. CARBERRY: Q. So this is marked Exhibit 9.
12 It's a five-page document.

13 A. Yes, sir.

14 Q. The only page I'll ask you questions about is
15 the first page.

16 A. Sure.

17 Q. So why did you join the local then?

18 A. As best I can remember is that I got a call --
19 after they had audited our health and welfare. I guess
20 they do an annual audit of who's in health and welfare.
21 I got a call. I think it was the auditor. It could be
22 from the attorney's office, I'm not sure which one, who
23 said, "Look, if you want to maintain your benefits, you
24 have to join the union."

25 I was told by the auditor or somebody

1 affiliated with the auditor because I was listed as an
2 employee -- what that coincided with was my company had
3 changed from an LLC to some kind of a corporation. When
4 you're an LLC, you're not listed with a salary. And
5 when you move to a corporation, then they list you as an
6 employee of the corporation.

7 So by virtue -- I think that's what happened.
8 So they saw I was listed as an employee. They said if
9 you were an employee, and I didn't question it.

10 Q. Did you read the collective bargaining
11 agreement at that time?

12 A. No. I didn't at that time, sir.

13 Q. On this application, it listed as president of
14 the company.

15 A. M-hm.

16 Q. It excludes executives from the company.

17 A. Yeah. It was a mistake.

18 Q. Did anyone at the union raise that with you
19 that you didn't belong?

20 A. No, sir.

21 Q. Were you aware in 2013 that the IBT put out a
22 request for proposal in connection with pharmacy benefit
23 management for two national funds?

24 A. Yes, sir.

25 Q. How did you become aware of that?

1 A. I believe that every three years they have to
2 put it out to bid.

3 Q. Thank you.

4 So you knew your three years was up?

5 A. Somebody at Optum, I'm sure, made me aware of
6 that.

7 Q. So GrandFund worked with Optum on that bid?

8 A. Not actively. I mean, they just make me aware
9 of it, and there's a whole process they go through with
10 the fund and the consulting.

11 Q. What did GrandFund do in connection with that
12 bidding?

13 A. Mostly towards the end was to encourage them to
14 improve their pricing.

15 Q. So Optum puts in a bid. You function as an
16 advisor to Optum.

17 A. Correct.

18 Q. You encourage them to make their pricing more
19 competitive or whatever description. Lower basically.

20 A. Yeah. It's a funny business.

21 Q. Did you meet anybody at Teamsters in connection
22 with that bid?

23 A. You know, in connection with that bid, I don't
24 believe I did. But I don't recall specifically.

25 Q. Okay. Do you remember meeting with John

1 Slatery in May of that year in Las Vegas?

2 A. That would have been -- I think May is when the
3 Hoffa Scholarship Fund is there, so everybody is there.

4 Q. It was a union conference --

5 A. They're right next to each other. They do them
6 at the same time.

7 Q. Right, right. And do you remember you met with
8 other of Slatery's people?

9 A. I vaguely remember. We may have had a group go
10 to dinner.

11 MR. KEANE: So we're clear.

12 Do you remember seeing Slatery on that trip in
13 May?

14 THE WITNESS: Vaguely. It wouldn't be unusual
15 that I saw him.

16 MR. KEANE: I want to make sure.

17 MR. CARBERRY: That's okay.

18 I'll see if I can refresh your recollection.

19 (Exhibit No. 10 was marked for
20 identification.)

21 THE WITNESS: Thanks. (Reviewing document.)

22 MR. CARBERRY: Q. This is a one-page e-mail,
23 which is from phone number to phone number. The top
24 phone number is 5102073164.

25 Do you recognize that number?

1 A. Yes. That's my number.

2 Q. To number 5109156430. Do you recognize that?

3 A. I believe that's Rome's.

4 Q. And the text says, "Hi Rome."

5 A. Yes.

6 Q. "Dinner tonight with Slatery and his gang."

7 Do you remember who was in his gang?

8 A. I don't. I don't.

9 Q. Did you discuss the bid during that dinner?

10 A. I don't remember if I did or not. I don't
11 believe I did.

12 Q. Did you know the bid was going to be the
13 following week?

14 A. I may have. I don't remember.

15 Q. Why were you inviting Mr. Aloise?

16 A. Just because he's a friend and we're in town
17 together.

18 Q. GrandFund is on the committee for the Hoffa
19 Memorial Scholarship?

20 A. That's correct.

21 Q. How long have you been on the committee?

22 A. Since the inception.

23 Q. Which was '90?

24 A. It was a long time ago.

25 Q. Since the inception?

1 A. Yeah.

2 Q. All right. What do you do as a committee
3 member?

4 A. My role was larger early on. I had a lot of
5 experience with golf tournaments and pro-ams with some
6 of the companies I work with. I was also a participant
7 in a couple.

8 So when they were conceiving the idea, I was a
9 part of the group that got together to talk about it and
10 kind of advise on whether their goals were attainable
11 and how would you recommend we attain those goals.

12 Q. You recently won a lottery there; is that
13 right?

14 A. My second one.

15 Q. It's your second one?

16 A. Yeah.

17 Q. What was the first one?

18 A. Well, the very first Hoffa, they were giving
19 away a motorcycle. That's another story. They were
20 supposed to sell the raffle tickets, and they didn't
21 sell them.

22 Q. This is a car you won in a raffle?

23 A. That was a car, yeah.

24 Q. Do you remember what the next time was you
25 talked to Mr. Slatery?

1 A. From this date, I don't.

2 Q. Had you ever talked to Slatery about particular
3 fund issues at any time before this?

4 A. Yeah. I would occasionally. John and I have
5 an interesting history, so it's, you know, we didn't
6 start out on the best foot together, so kind of still
7 feeling each other out in relationship.

8 Q. Was that in connection with Prescription
9 Solutions?

10 A. No. It was in connection with the PDP.

11 Q. What is that?

12 A. That's the TEAMStar Medicare Retiree plan.

13 Q. I'm sorry. I misphrased my question.

14 You and John did not start out on good terms
15 because of what issue?

16 A. Because I tried to replace the TEAMStar PDP six
17 or seven years with a fully insured option, and he
18 wanted to maintain it as a Teamster option.

19 Q. Do you recall who paid for the meal with
20 Slatery?

21 MR. KEANE: Which meal was that?

22 MR. CARBERRY: The one in Las Vegas.

23 THE WITNESS: I do not.

24 MR. CARBERRY: Q. And who at Optum was working
25 on this matter?

1 A. I'm sorry?

2 Q. Who at Optum was working on this bid with the
3 Teamsters?

4 A. I believe it was Chris Boatman and Vince
5 Condino were the lead on it.

6 Q. They would be the people you would have contact
7 with?

8 A. Yes. That's who I talked to most.

9 Q. Showing you what's been previously marked as
10 Exhibit 6, which is an e-mail from Mr. Aloise to
11 Ms. Lanini asking her to forward an e-mail from
12 Mr. Slatery to him to you.

13 A. M-hm.

14 Q. Do you recall if she forwarded it?

15 A. I mean, not specifically.

16 Q. You said you got involved later in the deal
17 with encouraging Optum to --

18 A. Yeah.

19 Q. -- think about pricing?

20 A. This would be something that would get me
21 involved.

22 Q. That was the type of thing that would get you
23 involved?

24 A. Yes, sir.

25 Q. What would you do?

1 A. I would call Optum and say, "Look, your pricing
2 apparently is not great. You need to improve it." That
3 would be the extent of it.

4 Q. And how does Optum compensate GrandFund?

5 A. They pay me a monthly fee and then an annual
6 bonus.

7 Q. So they don't pay you by deal?

8 A. No. They pay me in aggregate.

9 Q. So you're on like a retainer agreement --

10 A. Yes.

11 Q. -- with Optum?

12 A. Yes.

13 Q. And is that for Teamster or other unions also?

14 A. No, for every union in the country.

15 Q. Then there's a bonus depending on results at
16 the end of the year?

17 A. Yeah.

18 Q. Given your involvement with the Hoffa
19 Scholarship Fund, you know General President Hoffa?

20 A. Yes.

21 Q. And you have known him since the fund started,
22 or did you know him before then?

23 A. Trying to think. "Hello," "How are you," I got
24 to know him when we got together to work on the
25 Scholarship Fund. That's probably when I would say I

1 got to know him better.

2 Q. Now, have you gone on golf trips with him?

3 A. Yes.

4 Q. And how often?

5 A. We have an annual trip.

6 Q. When was the last one?

7 A. The last one was last year. I'm guessing June,
8 July. June, July, I'm not sure.

9 Q. Where did you go?

10 A. We went to Ireland.

11 Q. And who went on the trip besides you and
12 Mr. Hoffa?

13 A. Let's see, there was Rich Leebove, Greg
14 Tarpinian, Willy Smith, Steve Mack, Jim, Kevin Moore, Ed
15 Sullivan. Make sure I'm not missing anybody. And I
16 think Dave Laughton was on that trip.

17 Q. Dave?

18 A. Dave Laughton.

19 Q. Who do you know Mr. Tarpinian to work for?

20 A. Entrust.

21 Q. That is his current employer?

22 A. That is his employer, yes, sir.

23 Q. Do you know who he worked for before then?

24 A. I think he had his own company.

25 Q. Do you know what he did?

1 A. I think he's a political consultant.

2 Q. Mr. Leebove, who does he work for?

3 A. That's a great question. He's married to a
4 very wealthy lady. I don't think he works for anybody.
5 I'm sorry. He's a political advisor to the Teamsters,
6 but he doesn't work.

7 Q. And Willy Smith is an assistant to the
8 president?

9 A. Yes, sir.

10 Q. And Kevin Moore?

11 A. Kevin Moore works for the Teamsters.

12 Q. And Ed Sullivan?

13 A. Ed Sullivan has his own company.

14 Q. Do you know what company that is?

15 A. Labor Benefits, I think.

16 Q. Do you know what the company does?

17 A. He's a property and casualty broker. Insurance
18 guy.

19 Q. Have you ever worked with him?

20 A. Yes.

21 Q. Seen him on similar projects?

22 A. M-hm.

23 Q. And what projects did you work with him on?

24 A. We worked together on selling the TEAMStar PDP
25 plan.

1 Q. Which is?

2 A. Which is the Teamster retiree plan.

3 Q. Which is what you talked about before?

4 A. Well, I came in to compete with John on that
5 and lost. What came out of that was selling that
6 product for them.

7 Q. Is it Mr. Laughton?

8 A. Dave Laughton, L-a-u-g-h-t-o-n. He works for
9 the Teamsters.

10 Q. Do you know what he does?

11 A. I think he's the secretary treasurer.

12 Q. He's an assistant to the secretary treasurer?

13 A. No, locally.

14 Q. Some Local?

15 A. Yeah.

16 Q. Do you know what area of the country or
17 anything?

18 A. Boston, I think. Boston, New Hampshire.

19 Q. Where did you go the year before?

20 A. Scotland.

21 (Exhibit No. 11 was marked for
22 identification.)

23 MR. CARBERRY: Q. I'm going to show you a
24 two-page document, the first from Mr. Leebove to Mr. --
25 it doesn't say who it's to. It was Mr. Aloise. And

1 then on the back is a picture.

2 A. M-hm.

3 Q. Starting on the left from the back, could you
4 just identify the people for me.

5 A. That's me, Charlie Bertucio.

6 Q. And your hand is up over somebody's head.

7 A. Yeah. Rich Leebove.

8 Q. In front of Mr. Leebove?

9 A. Jim Hoffa.

10 Q. In front of Mr. Hoffa?

11 A. Willy Smith.

12 Q. Starting back against the wall on the right
13 side?

14 A. Ed Sullivan. Next guy is Doug Hostie
15 (phonetic), I think. Steve Mack and Greg Tarpinian.

16 Q. Mr. Hostie, who is he?

17 A. A personal friend of Jim's.

18 Q. He's not a Teamster official?

19 A. No.

20 Q. How long have you known Steve Mack?

21 A. Long time. 30-plus years.

22 Q. And the year before, where did you go?

23 A. That was the year before.

24 Q. My fault. The year before 2013, where did you
25 go?

1 A. I think that might have been the first one, but
2 I'm not positive.

3 Q. Now, during these trips, do you pay for
4 anything for any of the attendees?

5 A. No. We split it all pro rata share equally.
6 It comes in a package.

7 Q. It's a package through a travel agent?

8 A. Yeah. A package through a travel agent. And
9 it's all inclusive.

10 Q. When you played in Scotland, did you go to
11 St. Andrews?

12 A. Yes, sir. It was great.

13 Q. I'm sure it was.

14 Do you know what Form LM10 is?

15 A. Yes, sir.

16 Q. Have you ever filed one?

17 A. I believe I've filed two.

18 Q. And when was that approximately?

19 A. 2010, I think.

20 Q. Okay. Since the ones you filed, whatever they
21 may be, have you given anything of value to any Teamster
22 official?

23 MR. KEANE: Of any value?

24 MR. CARBERRY: Of any value.

25 THE WITNESS: You know, from 0 to --

1 MR. CARBERRY: Q. Let's say a hundred dollars
2 or more.

3 A. Potentially.

4 Q. Okay. Did you file any form in connection with
5 that?

6 A. No, sir.

7 Q. Did you provide anybody with transportation?

8 A. Boy, I mean --

9 Q. Well, did you have access to noncommercial
10 aircraft?

11 A. Yes, sir.

12 Q. How do you have that access?

13 A. You buy hours in it or a fraction.

14 Q. You buy through a charter?

15 A. Yes.

16 Q. Have you provided any Teamster official
17 with private --

18 A. I'm trying to think of what Steve Mack's status
19 is. But Steve will travel with me occasionally, and he
20 will in turn reimburse me for the flight of a plane
21 ticket.

22 Q. The LM10 you did file was for long ago. It was
23 for air travel with Steve Mack.

24 Since that time, has he traveled with you?

25 A. Maybe. Maybe a couple of times, sure.

1 Q. And then he reimburses you?

2 A. He reimburses, yes.

3 Q. And how do you determine the value of the value
4 of the trip?

5 A. I have him do it based on what he would pay to
6 otherwise go on his own.

7 Q. Other than Steve Mack, anybody else?

8 A. No, sir.

9 Q. Have you paid for golf rounds for any Teamsters
10 in the last five years?

11 A. Possibly.

12 Q. When you say "possibly," what are you thinking
13 of?

14 A. I go golfing with these guys once in awhile, so
15 have I paid? It's possible, sure.

16 Q. Let me ask you this: You know, a lot of
17 companies if you're going spend money related to
18 business, you track that money; right?

19 A. Yeah.

20 Q. Do you track what you spend in connection with
21 union officials?

22 A. What I do track is that if I feel I'm exceeding
23 the \$250 de minimus, then I'll pay attention to it.
24 I'll usually send a note or make a call and say, "I will
25 either file or you write a check for \$100."

1 Q. So that's how you do it?

2 A. Yes, sir.

3 Q. Other than Steve Mack, has anybody from the
4 Teamsters or anyone in the union you recall getting
5 reimbursed from in the last five years for something
6 over \$250?

7 A. Yeah, no, I understand.

8 You know, I don't know off the top of my head,
9 sir. Sorry.

10 Q. That's okay. Do you know Jeffrey Hoffa?

11 A. Yes, sir.

12 Q. Who is Mr. Hoffa?

13 A. He's Jim's son.

14 Q. Do you know what he does?

15 A. Not really.

16 Q. Okay. Have you ever, either as a consultant or
17 an advisor, hire him --

18 A. Yeah.

19 Q. -- or any company he's associated with?

20 A. Yes, sir.

21 Q. When was that?

22 A. I don't know the time. Three, four, five years
23 ago. It was some time ago.

24 Q. Which company hired him?

25 A. GrandFund.

1 Q. And what did you hire him to do?

2 A. To basically advise me on a couple of funds
3 that I was thinking about introducing myself to to help
4 me with introductions.

5 Q. Were they Teamster funds?

6 A. Yes, sir.

7 Q. Do you recall which Teamster funds?

8 A. Teamster Food was one of them from Southern
9 California.

10 Q. Any others you can recall?

11 A. No.

12 Q. How long did that relationship where you were
13 hiring him last?

14 A. Not long. I think maybe a year.

15 Q. Do you know David Hoffa?

16 A. Yes, sir.

17 Q. And who do you know David to be?

18 A. He's an attorney, I believe.

19 Q. Have you ever used his services?

20 A. No, sir.

21 Q. As an attorney or as a consultant?

22 A. No, sir.

23 Q. Have you ever -- you know the firm he's with?

24 A. If you told me the name, it might ring a bell.

25 But I don't know off the top of my head.

1 Q. Did you ever use his firm?

2 A. No, sir.

3 MR. CARBERRY: If you give me five minutes,
4 I'll wrap it up pretty quickly.

5 (Recess taken: 12:29 p.m. - 12:34 p.m.)

6 MR. CARBERRY: Q. Just a few more questions.

7 A. Sure.

8 Q. What's the name of the private jet company that
9 you charter or rent from?

10 A. Avantair.

11 Q. Does either GrandFund or you have any ownership
12 in that?

13 A. No, sir.

14 Q. Do you recall the name of the travel agency for
15 the Ireland and Scotland trips?

16 A. The Ireland, I think it was called Golf Swing
17 Ireland or something like that. I don't remember
18 specifically, no.

19 Q. And do you recall the Scotland one at all?

20 A. Scotland was, I believe, Traveling Fairways.
21 I'm 90 percent.

22 Q. These are golf-specific?

23 A. Yeah, golf-specific groups, sure.

24 Q. And did you go commercial or private to Europe
25 for those two trips?

1 A. Commercial.

2 MR. CARBERRY: Thank you for your time.

3 THE WITNESS: Thank you very much.

4 THE REPORTER: Did you need this transcript
5 also?

6 MR. KEANE: Yes. All three I'll take.

7 (Whereupon, the deposition proceedings were
8 adjourned at 12:35 p.m.)

9 ---oOo---

- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CERTIFICATE OF WITNESS

I, the undersigned, declare under penalty of perjury that I have read the foregoing transcript, and I have made any corrections, additions or deletions that I was desirous of making; that the foregoing is a true and correct transcript of my testimony contained therein.

EXECUTED this _____ day of _____,
20____ at, _____, _____.

CHARLES BERTUCIO

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

REPORTER'S CERTIFICATE

I, KIMBERLEE SCHROEDER, CSR 11414, duly authorized to administer oaths pursuant to Section 2093(b) of the California Code of Civil Procedure and 28 (a) of the Federal Rules of Civil Procedure, hereby certify that the witness in the foregoing deposition was by me duly sworn to testify the truth, the whole truth and nothing but the truth in the within-entitled cause; that said deposition was taken at the time and place therein stated; that the testimony of the said witness was reported by me and thereafter transcribed by me and that the witness was given an opportunity to read and correct said deposition and to subscribe the same.

I further certify that I am not of counsel or attorney for either or any of the parties to said cause of action, nor in any way interested in the outcome of the cause named in said cause of action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated this 26th day of October, 2015

KIMBERLEE SCHROEDER, CSR, RPR, CCRR

License No. 11414

1 DEPONENT'S CHANGES OR CORRECTIONS

2 Note: If you are adding to your testimony, print the
3 exact words you want to add. If you are deleting from
4 your testimony, print the exact words you want to
5 delete. Specify with "Add" or "Delete" and sign this
6 form.

7 DEPOSITION OF: CHARLES BERTUCIO

8 CASE: USA v. IBT

9 DATE OF DEPOSITION: Tuesday, October 13, 2015

10 I, _____, have the following
11 corrections to make to my deposition:

12

PAGE LINE CHANGE/ADD/DELETE

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

SIGNATURE _____

DATE _____

| | | | | |
|---|--|---|---|---|
| A | 7:14 14:15 19:17 24:15 27:10 31:25 | august (1) 3:13 | bidding (1) 22:12 | car (2) 25:22,23 |
| able (1) 15:3 | alongside (2) 15:1 15:2 | authorized (2) 4:6 41:4 | biller (1) 14:23 | carberry (20) 2:3,6 3:4 5:7 12:10 13:20 14:5 15:11 18:10 20:11 23:17 23:22 26:22,24 31:23 33:24 34:1 38:3,6 39:2 |
| access (2) 34:9,12 | america (2) 1:2 2:2 | avantair (1) 38:10 | board (3) 2:7 5:15 5:15 | care (1) 9:20 |
| accountants (1) 19:24 | andrews (1) 33:11 | aware (4) 21:21,25 22:5,8 | boatman (1) 27:4 | case (1) 42:5 |
| acquisition (1) 10:9 | annual (3) 20:20 28:5 29:5 | awhile (1) 35:14 | bonus (3) 17:22 28:6,15 | casualty (2) 8:5 30:17 |
| acronym (1) 14:6 | anybody (7) 19:17 22:21 29:15 30:4 34:7 35:7 36:3 | B | borealis (1) 14:19 | cause (4) 41:9,16 41:18,18 |
| action (2) 41:17,18 | apart (1) 6:12 | b (2) 5:10 41:5 | boston (2) 31:18,18 | cbmyunionrx (1) 12:21 |
| actively (1) 22:8 | apparently (1) 28:2 | back (6) 8:7 10:24 15:9 32:1,3,12 | bottom (1) 18:15 | cerr (2) 1:17 41:23 |
| add (3) 42:2,3,8 | appearances (1) 2:1 | bargaining (6) 7:22 18:3,20 19:4,10 21:10 | boy (4) 5:10,22 8:10 34:8 | certificate (2) 40:1 41:1 |
| adding (1) 42:2 | appeared (1) 4:8 | base (1) 17:21 | branded (2) 8:22 9:17 | certified (1) 4:5 |
| addition (1) 11:8 | apple (1) 12:23 | based (1) 35:5 | branding (1) 9:8 | certify (2) 41:7,15 |
| additions (1) 40:8 | application (4) 3:9 3:11 18:12 21:13 | basically (6) 6:1 13:14 17:3 19:3 22:19 37:2 | brats (1) 6:1 | chain (1) 13:20 |
| address (3) 12:4 13:2,4 | approximately (1) 33:18 | battery (1) 2:8 | braun (1) 2:11 | chance (1) 14:3 |
| addresses (1) 12:17 | area (1) 31:16 | bay (1) 10:19 | bring (1) 10:11 | change (1) 42:8 |
| addressing (1) 13:23 | asking (3) 5:16 18:24 27:11 | begins (1) 13:23 | broker (6) 6:21,24 11:11,13 13:4 30:17 | changed (1) 21:3 |
| adjourned (1) 39:8 | assistant (2) 30:7 31:12 | believe (14) 7:12 14:22 18:25 19:8 19:23 20:2 22:1 22:24 24:3,11 27:4 33:17 37:18 38:20 | brotherhood (1) 1:4 | changes (1) 42:1 |
| administer (2) 4:7 41:4 | associated (2) 16:24 36:19 | bell (1) 37:24 | bunch (1) 12:19 | charles (9) 1:12 2:3 3:2,8 4:9 5:3,12 40:16 42:5 |
| advise (2) 25:10 37:2 | attachment (1) 3:14 | belong (1) 21:19 | business (6) 8:23 12:18 16:23 17:4 22:20 35:18 | charlie (1) 32:5 |
| advisor (6) 8:17,18 17:3 22:16 30:5 36:17 | attain (1) 25:11 | benefit (4) 3:9 10:19 18:12 21:22 | buy (3) 12:23 34:13 34:14 | charter (2) 34:14 38:9 |
| advisory (2) 7:6 12:2 | attainable (1) 25:10 | benefits (2) 20:23 30:15 | c (2) 4:7 5:1 | check (1) 35:25 |
| affiliated (1) 21:1 | attend (1) 14:15 | bertucio (10) 1:12 3:2,8 4:9 5:3,10 5:13 32:5 40:16 42:5 | cabertucio (1) 13:3 | chicago (3) 16:22 17:7,8 |
| agency (1) 38:14 | attendees (1) 33:4 | best (2) 20:18 26:6 | caisson (6) 13:1,5,9 13:10,11 14:9 | chief (2) 2:7 5:15 |
| agent (2) 33:7,8 | attention (2) 13:23 35:23 | better (3) 11:1 15:1 29:1 | california (9) 2:14 4:3,4,6 5:25 11:2 37:9 41:5,20 | chris (1) 27:4 |
| aggregate (1) 28:8 | attorney (4) 2:4 37:18,21 41:16 | bid (8) 22:2,7,15,22 22:23 24:9,12 27:2 | call (4) 20:18,21 28:1 35:24 | christopher (1) 2:12 |
| ago (7) 8:23 17:19 19:18 24:24 34:22 36:23,23 | attorneys (2) 2:13 20:22 | | called (4) 4:10 6:21 14:18 38:16 | civil (3) 4:8 41:5,6 |
| agreement (10) 3:10 7:22 13:11 18:3,6,13 19:10 19:14 21:11 28:9 | audit (1) 20:20 | | callus (1) 2:8 | classification (1) 19:3 |
| ahead (1) 15:4 | audited (1) 20:19 | | canada (1) 14:8 | clear (2) 12:6 23:11 |
| air (1) 34:23 | auditor (3) 20:21 20:25 21:1 | | cant (1) 12:14 | clee (1) 2:15 |
| aircraft (1) 34:10 | | | | client (8) 9:21 10:1 |
| alan (1) 14:23 | | | | |
| alive (1) 16:17 | | | | |
| aloise (8) 3:8 5:21 | | | | |

| | | | | |
|---|--|--|--|---|
| 11:17 12:2,3,7,8 15:20 clients (3) 9:23,24 15:18 coalition (2) 10:22 11:4 coalitions (1) 10:24 code (1) 41:5 coincided (1) 21:2 collective (4) 7:22 18:3 19:9 21:10 com (7) 2:6,15,15 12:21,24,25 13:3 comcast (1) 12:21 come (5) 12:4,13,16 13:11 19:9 comes (1) 33:6 commencing (1) 4:2 commercial (2) 38:24 39:1 commission (1) 17:18 committee (4) 14:22 24:18,21 25:2 companies (9) 6:18 6:18 9:5,22 10:11 11:20 15:15 25:6 35:17 company (27) 6:23 7:3,4,9,11,13 8:7 8:20,21 9:2,19 11:24 12:4 13:5,7 14:18,18 21:2,14 21:16 29:24 30:13 30:14,16 36:19,24 38:8 compensate (1) 28:4 compete (1) 31:4 competitive (1) 22:19 conceived (1) 13:14 conceiving (1) 25:8 | condino (1) 27:5 conference (5) 14:23 15:13,22 16:3 23:4 connection (10) 14:9,10 21:22 22:11,21,23 26:8 26:10 34:4 35:20 consultant (5) 15:4 17:3 30:1 36:16 37:21 consulting (1) 22:10 contact (1) 27:6 contained (1) 40:10 continued (1) 16:5 continuing (1) 11:25 corp (1) 6:15 corporation (3) 21:3,5,6 correct (14) 5:19 5:20 10:3,5 11:23 14:14 18:24,25 20:7 22:17 24:20 40:10 41:14,21 corrections (3) 40:8 42:1,7 counsel (1) 41:15 country (2) 28:14 31:16 couple (4) 6:10 25:7 34:25 37:2 covered (1) 18:18 create (1) 11:1 csr (3) 1:17 41:3,23 current (2) 17:12 29:21 currently (1) 6:14 cuttingedge (1) 14:20 | date (3) 26:1 42:6 42:24 dated (4) 3:7,13 13:21 41:22 dave (4) 29:16,17 29:18 31:8 david (3) 11:1 37:15,17 day (5) 2:3 4:3 10:24 40:12 41:22 de (1) 35:23 deal (3) 19:17 27:16 28:7 dealer (4) 6:21 11:11,13 13:4 dealt (1) 16:19 declare (2) 40:6 41:19 delete (3) 42:3,3,8 deleting (1) 42:2 deletions (1) 40:8 depending (1) 28:15 deponents (1) 42:1 deposition (8) 3:2 39:7 41:7,10,14 42:5,6,7 describes (1) 6:17 description (1) 22:19 desirous (1) 40:9 determine (1) 35:3 didnt (7) 15:22 16:7 21:9,12,19 25:20 26:5 different (2) 13:13 13:15 dinner (3) 23:10 24:6,9 directly (1) 15:14 discretionary (2) 17:21,22 discuss (1) 24:9 division (1) 8:6 document (4) 18:11 | 20:12 23:21 31:24 doesnt (2) 30:6 31:25 doing (1) 15:1 dollars (1) 34:1 dont (24) 5:16 6:19 9:6 10:15,18,21 18:22 19:18,23,25 22:23,24 24:8,8 24:10,10,14 26:1 28:7 30:4 36:8,22 37:25 38:17 doug (1) 32:14 drayage (1) 10:19 drug (1) 8:23 duly (5) 4:6,10 5:4 41:3,8 | encourage (2) 22:13,18 encouraging (1) 27:17 entities (1) 15:12 entitled (1) 18:11 entrust (1) 29:20 equally (1) 33:5 equity (1) 13:16 ertucio (1) 5:10 estate (1) 19:25 europe (1) 38:24 eventually (1) 10:4 everybody (1) 23:3 exact (2) 42:2,3 examination (2) 3:3 5:6 examined (2) 4:11 5:4 exceeding (1) 35:22 excludes (1) 21:16 excuse (1) 12:6 executed (1) 40:12 executives (1) 21:16 exhibit (13) 3:7,9 3:11,12,13 14:1 18:8,11 20:9,11 23:19 27:10 31:21 exhibits (1) 3:5 existence (1) 10:6 experience (1) 25:5 expressed (2) 14:24 19:11 |
| | | | E | |
| | | | e (4) 2:4 3:1 5:1,1 early (2) 14:16 25:4 east (1) 10:19 ed (9) 8:1 17:15 18:25 19:2,11 29:14 30:12,13 32:14 either (4) 35:25 36:16 38:11 41:16 email (13) 2:6,15 3:7,13 12:17 13:1 13:20,21,22,23 23:22 27:10,11 emphasis (1) 13:19 employed (1) 7:18 employee (11) 6:5 8:16,18,19 17:10 17:15,25 21:2,6,8 21:9 employees (6) 7:23 9:9 17:12,13 18:18 19:4 employer (2) 29:21 29:22 employment (1) 14:7 | face (1) 18:21 fairways (1) 38:20 familiar (1) 14:4 families (1) 7:16 family (2) 6:18,18 farella (1) 2:11 fathers (2) 7:3,4 fault (1) 32:24 |
| | | | F | |
| | D | | | |
| | d (2) 3:1 5:1 dad (1) 6:1 | | | |

| | | | | |
|--|--|---|---|---|
| fbm (2) 2:15,15 | front (2) 32:8,10 | 38:22,23 | help (3) 12:4 17:4 37:3 | 7:15 13:22 14:4 15:24 18:2,24 |
| federal (2) 4:8 41:6 | fully (1) 26:17 | good (2) 12:10 26:14 | helped (2) 8:6,7 | 19:22,23 20:22 |
| fee (1) 28:5 | function (3) 8:24 13:13 22:15 | grand (1) 7:1 | helping (2) 9:3,4 | 22:5 26:13 27:1 |
| feel (1) 35:22 | fund (19) 10:23,23 14:7,18,21 15:1 | grandfund (25) 6:14,17,21 7:19 | hereinafter (1) 4:11 | 29:7,8,15 30:5 31:23 33:2,13 |
| feeling (1) 26:7 | 15:13,16 16:9,12 | 8:12,14 10:13 | hes (14) 14:22 | 34:18 35:22 38:21 |
| fiduciary (1) 8:6 | 16:14 17:5 18:6 | 11:8,9,12,19,25 | 16:23 24:16 30:1 | improve (2) 22:14 28:2 |
| fighter (1) 12:1 | 22:10 23:3 26:3 | 14:11,11 15:12 | 30:3,5,17 31:11 | inception (2) 24:22 24:25 |
| file (3) 34:4,22 35:25 | 28:19,21,25 | 16:25 19:19,20,23 | 31:12 32:18 36:13 | inclusive (1) 33:9 |
| filed (3) 33:16,17 33:20 | funds (6) 10:13 11:16 21:23 37:2 37:5,7 | 22:7,11 24:18 | 36:19 37:18,23 | independent (2) 2:7 5:14 |
| fine (1) 15:7 | funny (1) 22:20 | 28:4 36:25 38:11 | hi (1) 24:4 | infrastructure (3) 14:19,20 17:5 |
| fire (1) 12:1 | further (1) 41:15 | grandfundlc (3) 12:24,25 13:3 | high (2) 6:10,12 | insurance (9) 6:23 7:1 9:22 10:14 |
| firm (2) 37:23 38:1 | future (1) 9:17 | great (3) 28:2 30:3 33:12 | hire (3) 17:2 36:17 37:1 | 11:19,24 12:13 13:18 30:17 |
| first (8) 5:4,11 13:24 20:15 25:17 25:18 31:24 33:1 | G | greg (2) 29:13 32:15 | hired (3) 17:1,3 36:24 | insured (1) 26:17 |
| five (5) 12:18 35:10 36:5,22 38:3 | g (1) 5:1 | grew (1) 5:25 | hiring (1) 37:13 | interest (3) 14:24 15:3 19:12 |
| fivepage (1) 20:12 | gang (2) 24:6,7 | group (8) 6:21 7:6 10:23 11:12 14:11 | history (1) 26:5 | interested (1) 41:17 |
| flight (1) 34:20 | general (1) 28:19 | 14:12 23:9 25:9 | hmm (1) 20:5 | interesting (1) 26:5 |
| floor (1) 4:4 | generally (1) 15:21 | groups (1) 38:23 | hoffa (11) 23:3 24:18 25:18 28:18 | international (1) 1:4 |
| folks (1) 14:17 | gentleman (1) 16:22 | guess (1) 20:19 | 28:19 29:12 32:9 | introduce (2) 11:22 11:24 |
| following (2) 24:13 42:7 | getting (1) 36:4 | guessing (2) 8:10 29:7 | 32:10 36:10,12 37:15 | introduced (2) 10:14 11:3 |
| follows (1) 5:5 | give (2) 12:23 38:3 | guy (2) 30:18 32:14 | hostie (2) 32:14,16 | introducing (1) 37:3 |
| food (1) 37:8 | given (3) 28:18 33:21 41:13 | guys (1) 35:14 | hour (1) 4:2 | introduction (3) 16:7,12,13 |
| foot (1) 26:6 | giving (1) 25:18 | H | hourly (1) 17:25 | introductions (1) 37:4 |
| foregoing (4) 40:7 40:9 41:7,20 | go (13) 12:15 15:4 16:7 22:9 23:9 | half (1) 18:17 | hours (1) 34:13 | investigator (1) 5:15 |
| forgot (1) 15:7 | 29:9 31:19 32:22 | hampshire (1) 31:18 | house (1) 17:7 | investigators (1) 2:7 |
| form (3) 33:14 34:4 42:4 | 32:25 33:10 35:6 35:14 38:24 | hand (1) 32:6 | hundred (1) 34:1 | investing (2) 15:1,2 |
| formed (1) 10:25 | goals (2) 25:10,11 | handful (1) 10:20 | I | investment (11) 6:21 11:9,12 13:17,19 14:11,11 |
| forth (1) 4:11 | goes (1) 13:22 | happened (1) 21:7 | ibt (3) 2:10 21:21 42:5 | |
| forward (1) 27:11 | going (10) 8:25 13:10,17 17:6,8 | happy (1) 5:18 | idea (2) 13:15 25:8 | |
| forwarded (1) 27:14 | 18:2 19:19 24:12 | head (5) 10:15 14:22 32:6 36:8 37:25 | identification (5) 14:2 18:9 20:10 23:20 31:22 | |
| four (2) 8:10 36:22 | 31:23 35:17 | health (3) 7:6 20:19 20:20 | identify (2) 8:25 32:4 | |
| fraction (1) 34:13 | goldman (1) 15:2 | healthcare (1) 10:22 | ill (8) 5:15,18 20:14 23:18 35:23,24 38:4 39:6 | |
| francisco (2) 2:14 4:4 | golf (4) 25:5 29:2 35:9 38:16 | hello (1) 28:23 | im (24) 5:15,22 | |
| friend (4) 6:19 19:21 24:16 32:17 | golfing (1) 35:14 | | | |
| friends (2) 7:14,15 | golfspecific (2) | | | |

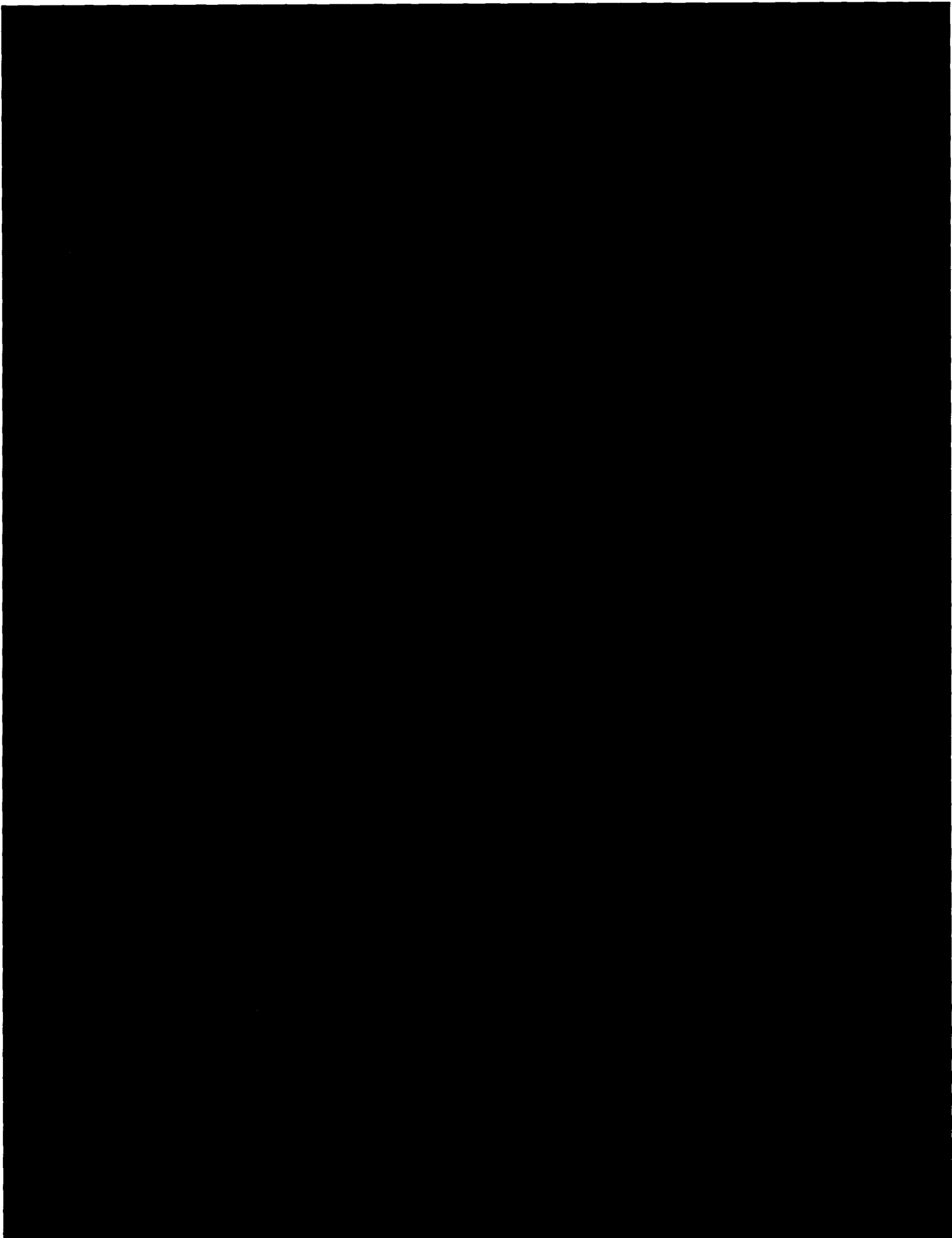
| | | | | |
|--|---|--|--|--|
| 14:13,22 15:11 16:23 investments (2) 15:17,18 inviting (1) 24:15 involved (8) 15:12 15:15,18,23 16:6 27:16,21,23 involvement (2) 16:16 28:18 ireland (4) 29:10 38:15,16,17 issue (2) 12:14 26:15 issues (1) 26:3 ive (2) 6:20 33:17 | 19:12 21:3 25:10 26:6 knew (1) 22:4 know (39) 6:19 7:11 9:6 10:15,15 10:20,21 12:15 16:18,18 17:21 19:23,25 22:23 24:12 26:5 28:19 28:22,24 29:1,19 29:23,25 30:14,16 31:10,16 33:14,25 35:16 36:8,8,10 36:14,22 37:15,17 37:23,25 known (3) 5:21 28:21 32:20 | list (1) 21:5 listed (5) 20:1 21:1 21:4,8,13 llc (2) 21:3,4 llp (1) 2:11 lm10 (2) 33:14 34:22 local (10) 3:11 5:14 5:19 10:19,20 18:3 19:10 20:6 20:17 31:14 locally (1) 31:13 logue (4) 8:1 17:15 17:17 19:11 logues (1) 17:16 long (11) 5:21 8:9 17:19 19:18 24:21 24:24 32:20,21 34:22 37:12,14 look (2) 20:23 28:1 lost (2) 12:22 31:5 lot (4) 13:14 14:24 25:4 35:16 lottery (1) 25:12 lower (1) 22:19 | 13:21 20:6 marked (8) 14:1 18:8,11 20:9,11 23:19 27:9 31:21 market (1) 9:1 marketing (2) 9:3,4 married (1) 30:3 martel (1) 2:11 matter (1) 26:25 mcmorgan (2) 14:13 17:5 meal (2) 26:19,21 mean (5) 15:25 18:21 22:8 27:15 34:8 means (1) 15:24 medicare (1) 26:12 meet (3) 5:24 14:17 22:21 meeting (1) 22:25 member (4) 5:13 5:19 6:7 25:3 membership (1) 3:11 memorial (1) 24:19 mental (1) 7:6 met (3) 14:25 16:20 23:7 mhm (10) 12:12 13:25 18:1,4,14 18:19 21:15 27:13 30:22 32:2 mine (2) 6:19 19:21 minus (1) 35:23 minutes (1) 38:3 misphrased (1) 26:13 missing (1) 29:15 mistake (1) 21:17 money (6) 11:17,18 11:22 17:4 35:17 35:18 montgomery (1) 2:13 monthly (1) 28:5 | moore (3) 29:14 30:10,11 motorcycle (1) 25:19 move (2) 12:22 21:5 municipal (1) 14:6 |
| J | L | M | N | |
| jeffrey (1) 36:10 jet (1) 38:8 jim (2) 29:14 32:9 jims (2) 32:17 36:13 job (1) 17:16 jobs (2) 6:11,12 john (4) 22:25 26:4 26:14 31:4 join (2) 20:17,24 joined (1) 20:6 joining (1) 19:12 jones (2) 2:3 4:3 jonesday (1) 2:6 july (2) 29:8,8 june (2) 29:7,8 | labor (2) 6:1 30:15 lady (1) 30:4 lanini (5) 7:20 17:13,23 19:1 27:11 laninis (1) 7:12 larger (1) 25:4 las (2) 23:1 26:22 laughton (5) 29:16 29:18 31:7,8,8 law (3) 2:4,13 4:3 laws (1) 41:20 lead (1) 27:5 leave (1) 15:10 lee (1) 2:12 leebove (6) 3:14 29:13 30:2 31:24 32:7,8 left (1) 32:3 leverage (1) 10:25 license (2) 1:18 41:24 life (2) 16:23 19:13 line (1) 42:8 lisa (3) 7:20 18:25 19:2 | m (4) 4:2 38:5,5 39:8 mac (1) 12:25 mack (6) 29:14 32:15,20 34:23 35:7 36:3 mackenzie (1) 11:1 macks (1) 34:18 maintain (2) 20:23 26:18 making (1) 40:9 managed (1) 14:20 management (2) 17:4 21:23 manager (2) 11:17 11:18 managers (1) 11:22 march (3) 3:7 | n (2) 3:1 5:1 name (11) 5:8,11 8:22 9:8,16,17,18 10:8 37:24 38:8 38:14 named (1) 41:18 national (1) 21:23 nature (1) 12:2 need (2) 28:2 39:4 neil (3) 8:1 16:21 16:22 net (1) 12:22 never (7) 8:21 9:18 13:7,11 15:6 16:19,20 new (6) 2:5,5,9,9 10:8 31:18 noncollective (1) 19:4 noncommercial (1) 34:9 northern (1) 5:25 note (2) 35:24 42:2 number (8) 18:18 19:4 23:23,23,24 23:25 24:1,2 numbers (1) 18:22 | |
| K | | | O | |
| keane (9) 2:12 12:6 14:3 15:10 23:11 23:16 26:21 33:23 39:6 kevin (3) 29:14 30:10,11 kimberlee (4) 1:17 4:5 41:3,23 kind (6) 6:1 13:12 | | | o (1) 5:1 oaths (2) 4:7 41:4 occasionally (4) 7:16,17 26:4 34:19 october (4) 1:13 4:2 41:22 42:6 | |

| | | | | |
|-----------------------------|----------------------------|-----------------------------|----------------------------|-----------------------------|
| office (2) 2:7 20:22 | pages (2) 13:21,22 | picture (1) 32:1 | 39:7 | 37:7,10 38:14,19 |
| officer (1) 6:3 | paid (3) 26:19 35:9 | place (2) 2:8 41:10 | process (2) 12:15 | recess (1) 38:5 |
| offices (1) 4:3 | 35:15 | plan (3) 26:12 | 22:9 | recognize (2) 23:25 |
| official (3) 32:18 | part (3) 7:6 18:5 | 30:25 31:2 | product (1) 31:6 | 24:2 |
| 33:22 34:16 | 25:9 | plane (1) 34:20 | products (4) 10:14 | recollection (1) |
| officials (1) 35:21 | participant (1) | planning (1) 19:25 | 11:3,6 15:16 | 23:18 |
| oh (1) 5:22 | 25:6 | played (1) 33:10 | projects (2) 30:21 | recommend (1) |
| okay (7) 10:13 | particular (1) 26:2 | players (1) 13:15 | 30:23 | 25:11 |
| 22:25 23:17 33:20 | parties (1) 41:16 | please (1) 5:9 | property (1) 30:17 | record (1) 5:9 |
| 34:4 36:10,16 | partner (3) 9:22 | point (3) 12:10 | proposal (1) 21:22 | refer (2) 9:21,23 |
| omers (5) 14:5,6,17 | 12:11,13 | 16:24 18:2 | provide (2) 9:2 | referring (2) 6:22 |
| 14:25 16:6 | partners (2) 9:23 | political (2) 30:1,5 | 34:7 | 19:22 |
| once (1) 35:14 | 13:10 | positive (1) 33:2 | provided (1) 34:16 | refresh (1) 23:18 |
| onepage (1) 23:22 | passport (1) 15:8 | possible (1) 35:15 | purchasing (2) | registered (3) 9:7 |
| ones (3) 10:18 | pay (8) 17:21,21 | possibly (2) 35:11 | 10:25 11:1 | 11:11,13 |
| 12:20 33:20 | 28:5,7,8 33:3 35:5 | 35:12 | pursuant (2) 4:7 | reimburse (1) |
| ontario (2) 14:6,8 | 35:23 | potentially (1) 34:3 | 41:4 | 34:20 |
| ooo (5) 1:6 3:4,15 | pdp (3) 26:10,16 | prescription (7) | put (3) 8:7 21:21 | reimbursed (1) |
| 5:2 39:9 | 30:24 | 8:23 9:13,15,19 | 22:2 | 36:5 |
| opportunities (1) | penalty (2) 40:6 | 10:1,6 26:8 | puts (1) 22:15 | reimburses (2) |
| 11:2 | 41:19 | presented (1) 19:13 | | 35:1,2 |
| opportunity (1) | pension (6) 11:16 | president (4) 6:14 | Q | related (1) 35:17 |
| 41:13 | 14:7,18,20 15:1 | 21:13 28:19 30:8 | quarter (1) 18:17 | relates (1) 15:21 |
| option (2) 26:17,18 | 15:13 | pretty (1) 38:4 | question (3) 21:9 | relation (3) 9:13,15 |
| optum (13) 10:4,6 | people (4) 9:22 | previously (1) 27:9 | 26:13 30:3 | 13:8 |
| 12:9 22:5,7,15,16 | 23:8 27:6 32:4 | pricing (4) 22:14 | questions (4) 5:16 | relationship (3) |
| 26:24 27:2,17 | percent (2) 19:25 | 22:18 27:19 28:1 | 5:17 20:14 38:6 | 16:5 26:7 37:12 |
| 28:1,4,11 | 38:21 | principal (1) 19:20 | quickly (1) 38:4 | remember (14) |
| outcome (1) 41:17 | performed (2) | principals (2) | R | 10:16,17,18 12:20 |
| owned (1) 9:20 | 11:15,18 | 19:20 20:1 | r (1) 5:1 | 20:18 22:25 23:7 |
| owner (1) 19:23 | period (1) 13:1 | print (2) 42:2,3 | raffle (2) 25:20,22 | 23:9,12 24:7,10 |
| ownership (1) | peripherally (1) | prior (1) 6:7 | rage (1) 10:24 | 24:14 25:24 38:17 |
| 38:11 | 16:17 | private (3) 34:17 | raise (1) 21:18 | remembered (1) |
| owns (2) 14:18 | perjury (2) 40:7 | 38:8,24 | ramsay (3) 7:20 | 4:1 |
| 19:24 | 41:19 | pro (1) 33:5 | 17:12,25 | rent (1) 38:9 |
| P | personal (1) 32:17 | proams (1) 25:5 | rata (1) 33:5 | repeat (1) 5:17 |
| p (5) 2:12 5:1 38:5 | personally (1) 4:8 | probably (3) 5:22 | reach (1) 19:9 | rephrase (1) 5:17 |
| 38:5 39:8 | perspective (1) | 6:22 28:25 | reached (1) 18:3 | replace (1) 26:16 |
| pacific (1) 9:20 | 19:24 | problem (2) 12:3 | read (4) 14:3 21:10 | reported (2) 1:17 |
| package (3) 33:6,7 | ph (3) 2:5,9,14 | 12:11 | 40:7 41:13 | 41:12 |
| 33:8 | pharmacy (1) | problems (2) 8:7 | really (3) 8:21 | reporter (2) 4:5 |
| page (6) 3:3,6 | 21:22 | 12:1 | 14:10 36:15 | 39:4 |
| 13:24 20:14,15 | phone (3) 23:23,23 | procedure (3) 4:8 | recall (8) 22:24 | reporters (1) 41:1 |
| 42:8 | 23:24 | 41:5,6 | 26:19 27:14 36:4 | represented (2) |
| | phonetic (1) 32:15 | proceedings (1) | | 15:21 16:19 |

| | | | | |
|--|--|--|---|--|
| request (2) 5:14 21:22 | second (2) 25:14,15 | 38:2,13 | steel (1) 6:2 | 3:9 6:2,7 14:23 |
| resolved (1) 12:14 | secretary (2) 31:11 31:12 | sister (1) 7:20 | steve (8) 29:14 32:15,20 34:18,19 34:23 35:7 36:3 | 15:22 18:12 22:21 27:3 30:5,11 31:9 35:9 36:4 |
| results (1) 28:15 | section (2) 4:7 41:4 | situation (1) 15:19 | story (1) 25:19 | tell (1) 19:21 |
| retainer (1) 28:9 | secure (1) 13:4 | six (1) 26:16 | street (3) 2:4,13 4:3 | term (1) 6:20 |
| retiree (2) 26:12 31:2 | see (5) 5:22 18:17 18:22 23:18 29:13 | slatery (7) 23:1,12 24:6 25:25 26:2 26:20 27:12 | subscribe (1) 41:14 | terms (2) 19:14 26:14 |
| retirement (1) 14:7 | seeing (1) 23:12 | slaterys (1) 23:8 | subscription (3) 3:9 18:5,12 | testified (1) 5:4 |
| review (2) 2:7 5:14 | seen (2) 6:20 30:21 | slogan (1) 9:1 | suite (1) 2:8 | testify (1) 41:8 |
| reviewing (1) 23:21 | sell (2) 25:20,21 | smith (3) 29:14 30:7 32:11 | sullivan (4) 29:15 30:12,13 32:14 | testimony (5) 1:11 40:10 41:11 42:2 42:3 |
| rich (2) 29:13 32:7 | selling (2) 30:24 31:5 | socialize (1) 7:16 | summer (2) 6:10,12 | text (2) 3:12 24:4 |
| richard (1) 3:14 | send (1) 35:24 | sold (1) 15:16 | supposed (1) 25:20 | thank (3) 22:3 39:2 39:3 |
| right (9) 12:9 18:20 23:5,7,7 25:2,13 32:12 35:18 | separate (3) 6:23 13:5,6 | sole (1) 19:23 | sure (16) 7:15 9:25 10:17 15:24 19:22 20:16,22 22:5 23:16 29:8,15 33:13 34:25 35:15 38:7,23 | thanks (1) 23:21 |
| ring (1) 37:24 | service (2) 9:3 11:18 | solution (3) 9:14 10:2,7 | sworn (4) 1:11 4:10 5:4 41:8 | that (21) 6:22 7:3 7:4 10:3 14:14 15:7 17:19 18:15 21:7 23:17 24:1,3 24:20 25:19 26:12 27:8 28:25 30:3 32:5 36:1,10 |
| robert (1) 2:8 | services (2) 11:15 37:19 | solutions (5) 9:15 9:19 11:7 12:8 26:9 | swing (1) 38:16 | theres (6) 10:20 11:8 12:14,19 22:9 28:15 |
| role (2) 11:25 25:4 | set (2) 4:11 13:6 | somebody (5) 16:1 16:13 19:24 20:25 22:5 | switch (1) 9:17 | theyre (5) 6:22 12:25 14:19 19:22 23:5 |
| rome (5) 3:8 5:21 14:24 19:16 24:4 | seven (1) 26:17 | somebodys (1) 32:6 | sworn (4) 1:11 4:10 5:4 41:8 | thing (1) 27:22 |
| romes (1) 24:3 | share (1) 33:5 | son (3) 20:2,4 36:13 | system (1) 14:7 | think (26) 6:9,20 10:8 12:21 17:15 19:16,18 20:8,21 21:7 23:2 27:19 28:23 29:16,24 30:1,4,15 31:11 31:18 32:15 33:1 33:19 34:18 37:14 38:16 |
| rounds (1) 35:9 | sharing (1) 13:15 | sorry (4) 26:13 27:1 30:5 36:9 | | thinking (2) 35:12 37:3 |
| rpr (2) 1:17 41:23 | short (1) 13:1 | southern (1) 37:8 | take (2) 18:21 39:6 | thought (1) 14:24 |
| rules (2) 4:8 41:6 | show (2) 18:2 31:23 | spark (1) 15:3 | taken (2) 38:5 41:10 | three (7) 8:10 13:20 19:20 22:1,4 |
| rx (4) 8:20 9:16 11:7 12:8 | showing (2) 18:10 27:9 | specifically (3) 22:24 27:15 38:18 | talk (1) 25:9 | |
| | sic (1) 16:10 | specify (1) 42:3 | talked (6) 16:2,3 25:25 26:2 27:8 31:3 | |
| S | side (4) 13:18,19 15:11 32:13 | spell (1) 5:8 | tarpinian (3) 29:14 29:19 32:15 | |
| s (1) 5:1 | sign (1) 42:3 | spend (2) 35:17,20 | team (1) 14:20 | |
| sachs (1) 15:2 | signature (2) 18:15 42:24 | split (1) 33:5 | teamstar (3) 26:12 26:16 30:24 | |
| salary (1) 21:4 | signed (1) 18:5 | st (1) 33:11 | teamster (12) 10:13 10:19 11:15 26:18 28:13 31:2 32:18 33:21 34:16 37:5 37:7,8 | |
| salesman (2) 17:17 17:18 | similar (1) 30:21 | start (2) 26:6,14 | teamsters (14) 1:4 | |
| san (2) 2:14 4:4 | sir (36) 6:4,6,9,13 6:25 7:8,10,24 11:14 13:25 17:11 18:7,16 19:6 20:13 21:12,20,24 27:24 29:22 30:9 33:12,15 34:6,11 35:8 36:2,9,11,20 37:6,16,20,22 | started (3) 8:18,22 28:21 | | |
| saw (2) 21:8 23:15 | | starting (2) 32:3,12 | | |
| says (3) 19:3,19 24:4 | | state (3) 4:6 5:8 41:20 | | |
| scholarship (4) 23:3 24:19 28:19 28:25 | | stated (1) 41:11 | | |
| school (2) 6:10,12 | | states (2) 1:2 2:2 | | |
| schroeder (4) 1:17 4:5 41:3,23 | | status (1) 34:18 | | |
| scotland (5) 31:20 33:10 38:15,19,20 | | stay (1) 17:8 | | |

| | | | | | |
|--|--|---|---|--|--|
| 36:22 39:6 ticket (1) 34:21 tickets (1) 25:20 time (15) 8:23 17:19 19:18 21:11 21:12 23:6 24:24 25:24 26:3 32:21 34:24 36:22,23 39:2 41:10 times (1) 34:25 today (1) 5:13 told (2) 20:25 37:24 tonight (1) 24:6 top (7) 10:15 13:24 18:17,17 23:23 36:8 37:25 tournaments (1) 25:5 town (1) 24:16 track (3) 35:18,20 35:22 trademarked (1) 9:6 transcribed (1) 41:12 transcript (3) 39:4 40:7,10 transportation (1) 34:7 travel (5) 33:7,8 34:19,23 38:14 traveled (1) 34:24 traveling (1) 38:20 treasurer (2) 31:11 31:12 tried (1) 26:16 trip (6) 15:6 23:12 29:5,11,16 35:4 trips (4) 29:2 33:3 38:15,25 true (2) 40:9 41:21 trust (4) 3:9 10:20 12:11 18:12 truth (3) 41:8,8,9 try (1) 10:25 | trying (2) 28:23 34:18 tuesday (3) 1:13 4:1 42:6 turn (1) 34:20 two (4) 10:11 21:23 33:17 38:25 twopage (1) 31:24 type (1) 27:22 | vince (1) 27:4 virtue (2) 10:8 21:7 vs (1) 1:3 | 17:18 19:11 22:7 29:23 30:19,24 workers (1) 6:2 working (2) 26:24 27:2 works (4) 17:23 30:4,11 31:8 wouldnt (1) 23:14 wrap (1) 38:4 write (1) 35:25 | 23:19 100 (1) 35:25 10004 (1) 2:9 10017 (1) 2:5 11 (3) 3:13 4:2 31:21 11414 (3) 1:18 41:3 41:24 12 (3) 38:5,5 39:8 13 (3) 1:13 4:2 42:6 14 (1) 3:7 17 (1) 2:8 18 (1) 3:9 | |
| U | ullico (3) 8:2,5,16 umbrella (1) 10:23 undersigned (1) 40:6 understand (5) 5:16 14:25 15:7 17:20 36:7 union (13) 6:3,5,8 8:20 9:16,17 19:12 20:24 21:18 23:4 28:14 35:21 36:4 unions (2) 8:25 28:13 unit (1) 18:20 united (2) 1:2 2:2 unitedhealthcare... 10:10 unusual (1) 23:14 usa (1) 42:5 use (2) 9:24 38:1 usually (1) 35:24 | W | x (1) 3:1 | 2 | |
| V | v (1) 42:5 vaguely (2) 23:9,14 value (6) 18:21 33:21,23,24 35:3 35:3 vegas (2) 23:1 26:22 vet (1) 15:4 vickie (3) 7:12,20 18:25 | wall (1) 32:12 want (6) 14:15 15:9 20:23 23:16 42:2 42:3 wanted (2) 14:16 26:18 way (2) 15:6 41:17 wealthy (1) 30:4 website (2) 6:17 19:19 week (1) 24:13 welfare (2) 20:19 20:20 went (3) 13:12 29:10,11 western (4) 10:22 14:23 15:13,22 whats (4) 6:18 18:10 27:9 38:8 whos (2) 7:18 20:20 wilkinson (4) 8:1 16:21,22 17:13 william (1) 2:12 willy (3) 29:14 30:7 32:11 withinentitled (1) 41:9 witness (13) 4:10 12:8 13:25 14:4 23:14,21 26:23 33:25 39:3 40:1 41:7,11,13 wkeane (1) 2:15 won (2) 25:12,22 word (1) 9:24 words (2) 42:2,3 work (9) 8:2 15:4 17:6 25:6 28:24 29:19 30:2,6,23 worked (8) 6:1 8:5 | Y | Y | 3 |
| | | | ycepias (1) 16:10 yeah (31) 7:5,15 8:15 9:6,12,25 10:11,17 12:15 14:4,4 16:4,11,15 17:9 19:8 21:17 22:20 25:1,16,23 26:4 27:18 28:17 31:15 32:7 33:8 35:19 36:7,18 38:23 year (8) 23:1 28:16 29:7 31:19 32:22 32:23,24 37:14 years (10) 5:23 8:11 12:18 22:1,4 26:17 32:21 35:10 36:5,22 york (4) 2:5,5,9,9 youre (5) 5:13 21:4 21:4 28:9 35:17 yucaipa (1) 16:11 | Z | 3 (2) 18:20,20 30 (1) 4:7 30plus (1) 32:21 31 (1) 3:13 331 (1) 2:8 34 (1) 38:5 35 (2) 5:23 39:8 |
| | | | 0 (1) 33:25 | 0 | |
| | | | 1 (2) 19:5,25 10 (3) 3:12 4:2 | 1 | |

| | | | | |
|--|--|--|--|--|
| 3page (1) 18:11 | | | | |
| <hr/> | | | | |
| 4 | | | | |
| <hr/> | | | | |
| 4159544400 (1) 2:14 41st (1) 2:4 | | | | |
| <hr/> | | | | |
| 5 | | | | |
| <hr/> | | | | |
| 5 (2) 3:4,13 5102073164 (2) 3:12 23:24 5109156430 (2) 3:12 24:2 54 (1) 5:22 555 (1) 4:3 | | | | |
| <hr/> | | | | |
| 6 | | | | |
| <hr/> | | | | |
| 6 (1) 27:10 | | | | |
| <hr/> | | | | |
| 7 | | | | |
| <hr/> | | | | |
| 7 (2) 3:7 14:1 727 (1) 10:19 | | | | |
| <hr/> | | | | |
| 8 | | | | |
| <hr/> | | | | |
| 8 (3) 3:9 18:8,11 853 (6) 3:11 5:14 5:19 18:3 19:10 20:6 | | | | |
| <hr/> | | | | |
| 9 | | | | |
| <hr/> | | | | |
| 9 (3) 3:11 20:9,11 90 (2) 24:23 38:21 94104 (1) 2:14 | | | | |



Chief Investigator's Office

From: Charles Bertucio <grandfundllc@me.com>
Sent: Saturday, March 02, 2013 9:59 AM
To: Rome Aloise
Subject: Fwd: united.com reservation for Toronto, ON Canada (YYZ)

See below, the departure is on Flight 364 at 1 PM and arriving at 8:51 (United). We are staying at the Intercontinental, across from OMERS, Royal York Fairmont is across the street from OMERS too. The presentations will be finished by 4 PM at the latest on Monday so you can catch the 6PM back to SFO. Don't pay much attention to my return as it looks like I'll be heading to DC on Monday eve or Tuesday AM, fyi. Thanks.

Begin forwarded message:

From: "United Airlines, Inc." <unitedairlines@united.com>
Subject: united.com reservation for Toronto, ON Canada (YYZ)
Date: February 11, 2013 8:35:29 PM PST
To: grandfundllc@me.com

Add unitedairlines@united.com to your address book. See instructions.

Mon., Feb. 11, 2013
 united.com | Deals & Offers | Reservations | Earn MileagePlus® Miles | My Account

Thank you for choosing United Airlines.

We are processing your reservation and will send you a confirmation email once this is completed. This process usually takes less than an hour; however, in rare cases it could take longer. Your reservation will remain confirmed during the processing period, and it's not necessary to contact us unless you are traveling within 24 hours.

As a reminder, you can manage your reservation at united.com, including:

- Purchasing additional products and services to improve your travel experience
- Viewing or changing seat assignments
- Changing your flight
- Checking-in (within 24 hours)
- Booking a car or hotel
- Printing additional receipts, and more

If you do not receive your receipt within three hours, please contact us.

Flight Summary Confirmation Number: FX1TXB

Sun., Mar. 10, 2013 | San Francisco, CA (SFO) to Toronto, ON Canada (YYZ)

EXHIBIT 7
C. BERTUCIO
Tues. 10/13/15
K Schroeder CSR RPR CCRR

[\[X\]](#) Tue, Mar. 12, 2013 Toronto, ON Canada (YYZ) to San Francisco, CA (SFO)

[Manage my reservation >](#)

[View full trip details, seat assignments and printable receipts.](#)

[\[X\]](#)

[\[X\]](#) Traveler Details

[\[X\]](#)

Mr. charles bertucio robert alvarado

Seats: SFO - YYZ: 21F Seats: SFO - YYZ: 21D
YYZ - SFO: — YYZ - SFO: —

[\[X\]](#)

[\[X\]](#)

[\[X\]](#)

[\[X\]](#)

Toronto Hotels
STARTING AT [Book now.](#)
\$58
PER DAY

[\[X\]](#) Ticket Price Details

[\[X\]](#)



Book with our preferred car partners

2 Adults (age 18 to 64) \$1,511.46

Additional Taxes/Fees \$146.60

Total Fare \$1,658.06

[Manage my reservation](#)

- Save up to 35% off
- Earn 75 reward miles/day
- Earn 150 bonus reward miles when booking onunited.com
- Choose [Hertz](#)® or [Avis](#)®

[\[X\]](#)

Total Fare: \$1,658.06/WA21FN/WA21FN

Additional Trip Planning Tools

- [Baggage Policies](#): View current baggage acceptance allowances.
- [Passport and Visa Information](#): International Travel Documentation requirements.
- [Foreign Currency](#): Purchase foreign currency from ezForex.com.
- [Toronto, ONnada Destination Guide](#): Download a complete travel guide.

Important Baggage Information

Carry-on baggage allowed

United accepts the following items, per customer to be carried on the aircraft at no charge:

- One carry-on bag no more than 45 linear inches or 114 linear centimeters (L + W + H) or 14 inches x 9 inches x 22 inches (23 x 35 x 56 cm)

- One personal item (such as a shoulder or laptop bag).

Learn more about carry-on baggage policy

Checking bags for this itinerary

Checked baggage service charges are collected at any point in the itinerary where bags are checked. The bag service charges below reflect a maximum outside linear dimension of 62 linear inches (157 cm)

First and second baggage service charges per traveler as listed below: 1st bag 2nd bag Weight per bag

| | | | |
|--|------------------|------------------|--------------------------|
| Sun., Mar. 10, 2013 | \$25 \$0* | \$35 \$0* | 70.0 lbs (32 kgs) |
| San Francisco, CA (SFO) to Toronto, ON Canada (YYZ) | | | |
| Tue., Mar. 12, 2013 | \$25 | \$35 | 50.0 lbs (23 kgs) |
| Toronto, ON Canada (YYZ) to San Francisco, CA (SFO) | | | |

MileagePlus® Premier® 1K® membership must be valid at time of check-in to qualify for waiver of service charges for first, second and third checked bags within specified size and weight limits.

First and second bag service charges do not apply to active-duty members of the U.S. military and their accompanying dependents. For additional information regarding baggage charges, allowances, weight/size restrictions, exceptions or embargoes, or charges for overweight, oversized, excess, odd-sized baggage, special items or sporting equipment, visit united.com/baggage

Find United on:    

View our [Privacy Policy](#). 

E-mail Information

Please do not reply to this message using the "reply" address.

The information contained in this e-mail is intended for the original recipient only.

If you are experiencing technical issues, please contact united.com Support via [e-mail](#) or [telephons](#).

Copyright © 2013 United Air Lines, Inc.

All rights reserved.

United Air Lines, Inc. - MileagePlus Service Center

P.O. Box 6120 Rapid City, SD

57709-6120 USA

8

sent to
TPT
3/9/04
[Signature]

TEAMSTERS BENEFIT TRUST

APPLICATION AND SUBSCRIBER'S AGREEMENT

Employer: The Grand Fund
Address: P.O. Box 6586114, LaSalle Avenue
Oakland, CA 94611-2082

| By Employer | By Union |
|---|---|
| Co.'s Corporation <input checked="" type="checkbox"/> | New Account <input checked="" type="checkbox"/> |
| Partnership <input type="checkbox"/> | Rate Change <input type="checkbox"/> |
| Proprietorship <input type="checkbox"/> | Contact Renewal <input type="checkbox"/> |
| Other <input type="checkbox"/> | Inter-Fund Transfer <input type="checkbox"/> |

Plan No: (510) 207-3164 Employee Benefits Contact Person: Mr. Charles Bertuccio

No. of Covered Participants: 3 Bargaining Unit: 3 Current Election: COBRA

Party to a Master Agreement: Yes No. If "yes," name of Employer Association: _____

IF ANY NON-COLLECTIVELY BARGAINED EMPLOYEES ARE COVERED, FUND RULES REQUIRE THAT ALL EMPLOYEES IN THAT GENERAL CATEGORY MUST BE COVERED. (General category means all supervisors, all clericals, etc.)

Are non-collectively bargained employees covered? Yes No. If "yes," the "all or none" rule requires a listing of the non-bargaining unit job classifications to be covered: Supervisor 2 Number 1 • Clericals _____ Number _____ • Other (specify) _____
Number _____ Total non-collectively bargained employees to be covered: _____

Benefit Schedule: Plan V (TFT Plan I, II, III, IV, V or C) NOTE: For Plan A, use Plan A form. Current contribution: \$705.00
Supplemental Benefit: _____ Supplemental Benefit: _____
Retirement Security Plan: Yes No 121 30 Total contribution on commencement date: \$26.30

EMPLOYEE ELIGIBILITY REQUIRES RECEIPT OF THE FULL CONTRIBUTION. IF THE FULL CONTRIBUTION FOR THE PLAN IS NOT RECEIVED, THE EMPLOYEE WILL NOT BE ELIGIBLE FOR BENEFITS.

The undersigned Employer has entered into a collective bargaining agreement or agreement with Teamsters Local Union No. 853 under which it is required to contribute to the Trust Fund ("Fund"), and desires to apply for acceptance as a participating Employer in the Fund. The Employer hereby adopts the Trust Agreement providing for the Teamsters Benefit Trust and agrees to be bound by its terms and by any amendments adopted in the manner provided therein. The Employer hereby grants power of attorney to the Employer Trustee now in office, and their successors, to administer the Fund as the representative of the Employer with full authority to act for the Employer in the administration of the Fund.

Commencing on the first day of MARCH, 2004 (based on qualifying hours worked in the preceding month), with contributions due on the 1st day of the commencement month and payable no later than the 20th day of that month and each month thereafter, the Employer shall contribute the amount specified by the Trustee in (1) provide benefits for each employee covered by the collective bargaining agreement and for each additional employee accepted by the Fund in the Plan pursuant to uniform rules and provided each other employees shall remain participants in the Plan for the term of the collective bargaining agreement; and (2) provide post-retirement benefits for each employee covered by the collective bargaining agreement in the Fund's Retirement Security Plan. The Retirement Security Plan's eligibility rules are printed on the reverse side of this form.

If the Employer fails to make proper contributions on time and in the manner specified in the Trust Agreement, the Employer understands and agrees that the Trustee may secure certain additional amounts as interest, liquidated damages, attorney's fees and other collection costs. Excess contributions paid to the Fund shall be refunded or credited only for the 12 calendar month preceding the date the Fund receives notice of the error or, if discovered through a payroll audit by the Fund's accountant, the 12 calendar month preceding the last month audited. Deductions shall be made from such refunds pursuant to the rules adopted by the Trustee.

The Employer hereby agrees to make available in the State of California to the Trustee or their agents, all books, records, and papers necessary to conduct an audit to verify that the required contributions have been paid. The Employer hereby agrees that in the event it withdraws from the Fund, the Fund is entitled to assess a withdrawal premium in an amount determined under the Trust Agreement.

It is the purpose and intent of the parties to maintain this Subscriber's Agreement in full force and effect at all times during which the Employer is obligated, by contract or by law, to continue participation in the Fund. Accordingly, this Subscriber's Agreement shall be effective for the term of the current collective bargaining agreement between the parties and shall continue in effect during the negotiations of the parties for a successor agreement during which negotiations the Employer agrees to make contributions to the Fund in the manner provided herein. The Employer may revoke this Subscriber's Agreement by sending written notice thereof by certified mail to the Union and Fund Administrator not less than 30 days prior to the date upon which the Employer desires to make such revocation effective, which in no event shall be during the term of any collective bargaining agreement between the parties (or written extension thereof). By signing this agreement, the Employer acknowledges and agrees that it may not withdraw its participation in the Fund during the life of the applicable collective bargaining agreement without the consent of the Trustee.

NOTE: The Fund requires that a copy of the Collective Bargaining Agreement be provided to the Plan Administration Office.

For Union: Rome A. [Signature], Sec'y/Treas.
Print or Type Name: Rome A. [Signature]

For Employer: Charles A. Bertuccio
[Signature]

Date: 3/4/04

Date: 3.4.04

EXHIBIT 8
C. BERTUCIO
Tues. 10/13/11
K. SCHWOB, CSR, RPR, CCI



DISTRIBUTION: Send original to Plan Administration Office. Completed copies will be returned; yellow to Union & pink to Employer.

TEAMSTERS BENEFIT TRUST
APPLICATION AND SUBSCRIBER'S AGREEMENT

Sent to
3/18/04
4/1/04
①



Employer: The Grand Fund

Address: P.O. Box 6306114, LaSalle Avenue
Oakland, CA 94611-2082

Phone No: (910) 207-3164

Employee Benefits Contact Person: Mr. Charles Bertuccio

The undersigned Employer has entered into a collective bargaining agreement and Subscriber's Agreement, which provide for participation in TBT Plan V for the period March 1, 2004 to February 28, 2007, to which this Agreement is intended as a supplement.

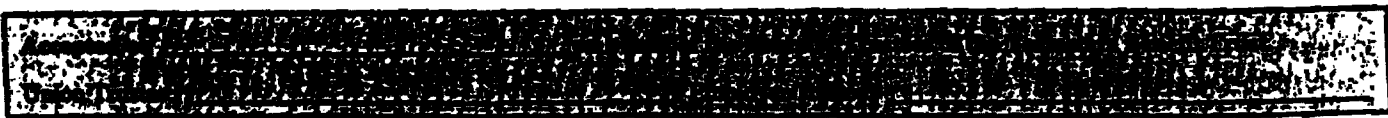
The Employer has subsequently agreed to amend its collective bargaining agreement(s) to provide for participation in the Fund's Retirement Security Plan. In addition to its obligation to contribute to TBT Plan V, (commencing on the first day of March 2004, based on qualifying hours worked in the preceding month, with contributions due on the 1st day of the commencement month and payable no later than the 20th day of that month and each month thereafter), the Employer shall contribute \$ 121.30 per month to the Fund for Retirement Security Plan participation for each employee who has worked the hours required under the collective bargaining agreement for a contribution to be made to Plan V.

If the Employer also contributes to the Plan on behalf of non-collectively bargained employees, it may also contribute on behalf of such employees to the Retirement Security Plan. If it so contributes, it must do so on behalf of all non-collectively bargained employees for which it contributes for health coverage. Will Retirement Security Plan contributions be made on behalf of non-collectively bargained employees? Yes No

The Retirement Security Plan's eligibility rules are printed on the reverse side of this form. All of the terms and conditions contained in the signatory Employer's Subscriber's Agreement are applicable to its participation in the Retirement Security Plan and are hereby incorporated by reference.

For Union Donna A. Aloise, Sec'y/Treas.
Date: 3/4/04

For Employer Charles A. Bertuccio
Date: 3.18.04



DISTRIBUTION: Send original to Plan Administration Office. Completed copies will be returned, yellow to Union & pink to Employer.

NEW ACCOUNT RENEWAL

Part 5
Employee
3/1/94

SUPPLEMENTAL INCOME TRUST FUND
Subscriber Agreement for 401(k) Plan

The undersigned Employer and Trustee hereby enter into this agreement and hereby do represent and warrant that the agreement is entered into in good faith and for the purpose of providing for the retirement of the employees of the Employer under the Plan. The undersigned Employer and Trustee agree to be bound by the terms and conditions of the Supplemental Income Trust Fund Agreement as set forth herein. The undersigned Employer and Trustee agree to be bound by the terms and conditions of the Supplemental Income Trust Fund Agreement as set forth herein.

NAME OF EMPLOYER: The Grand Fund
NAME OF EMPLOYER OR TRUSTEE: P.O. Box 6506114, Lafayette Avenue
EMPLOYER'S ADDRESS: Oakland, CA 94611-2882
DATE OF LABOR AGREEMENT: 3/1/94 - 2/28/97
EFFECTIVE DATE OF CONTRIBUTIONS TO THIS PLAN: 3/1/94
NUMBER OF EMPLOYEES COVERED BY THE AGREEMENT: 3

The Employer agrees that during any period of suspension of any employee covered under the plan agreement, the amount and the frequency of contributions shall be determined by the Trust Fund Agreement. The Employer agrees to be bound by the terms and conditions of the Supplemental Income Trust Fund Agreement as set forth herein. The Employer agrees to be bound by the terms and conditions of the Supplemental Income Trust Fund Agreement as set forth herein.

Options for Contributions to the Supplemental Income Trust Fund:
Option A: The Employer shall contribute to the Supplemental Income Trust Fund an amount equal to 10% of the employee's salary.
Option B: The Employer shall contribute to the Supplemental Income Trust Fund an amount equal to 10% of the employee's salary, plus an amount equal to 10% of the employee's salary.
Option C: The Employer shall contribute to the Supplemental Income Trust Fund an amount equal to 10% of the employee's salary, plus an amount equal to 10% of the employee's salary.

Options for Distribution of the Supplemental Income Trust Fund:
Option A: The Employer shall distribute the Supplemental Income Trust Fund to the employee upon termination of employment.
Option B: The Employer shall distribute the Supplemental Income Trust Fund to the employee upon termination of employment, plus an amount equal to 10% of the employee's salary.
Option C: The Employer shall distribute the Supplemental Income Trust Fund to the employee upon termination of employment, plus an amount equal to 10% of the employee's salary.

Options for Distribution of the Supplemental Income Trust Fund:
Option A: The Employer shall distribute the Supplemental Income Trust Fund to the employee upon termination of employment.
Option B: The Employer shall distribute the Supplemental Income Trust Fund to the employee upon termination of employment, plus an amount equal to 10% of the employee's salary.
Option C: The Employer shall distribute the Supplemental Income Trust Fund to the employee upon termination of employment, plus an amount equal to 10% of the employee's salary.

Options for Distribution of the Supplemental Income Trust Fund:
Option A: The Employer shall distribute the Supplemental Income Trust Fund to the employee upon termination of employment.
Option B: The Employer shall distribute the Supplemental Income Trust Fund to the employee upon termination of employment, plus an amount equal to 10% of the employee's salary.
Option C: The Employer shall distribute the Supplemental Income Trust Fund to the employee upon termination of employment, plus an amount equal to 10% of the employee's salary.

OPTIONAL: SIGNATURES AND DATES
EMPLOYEE: Charles R. Bortone
TITLE: President
DATE: 3-01-94
SECRETARY-TREASURER: [Signature]
DATE: [Date]



APPLICATION FOR MEMBERSHIP IN LOCAL 318

Affiliated with the International Brotherhood of Teamsters

APR 18 2012

3/30/12
DATE OF APPLICATION

Union dues are not deductible as charitable contributions
For Federal Income Tax purposes

I, the undersigned hereby apply for admission to membership in the above Local Union and voluntarily choose and designate
as my representative for purposes of Collective Bargaining hereby accepting my voluntary designation. If admitted to membership
I agree to abide by the Constitution of the International as well as the Local Union Bylaws which are not in conflict with
International laws and thereupon accept and assume the following oath of obligation: I pledge my honor to faithfully observe
the Constitution and laws of the International Brotherhood of Teamsters, I pledge that I will comply with all the rules
and regulations for the government of the International Union and this Local Union. I will faithfully perform all the
duties assigned to me to the best of my ability and skill. I will conduct myself at all times in a manner as not to bring
reproach upon my Union, I shall take an affirmative part in the business and activities of the Union and accept and
discharge my responsibilities during any authorized strike or lockout. I will never discriminate against a fellow worker
on account of creed, color or nationality. I will at all times bear true and faithful allegiance to the International
Brotherhood of Teamsters and this Local Union.

CHECKOFF AUTHORIZATION AND ASSIGNMENT (where applicable)

I hereby authorize my Employer to deduct from my wages each and every month, an amount equal to the monthly dues, initiation
fees, and uniform assessments of the Local, and direct such amounts so deducted to be turned over each month to the
Secretary-Treasurer of such Local, for and on my behalf.

This authorization is voluntary and is not conditional on my present or future membership in the Union.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the
Employer or for one year, whichever is lesser, and shall automatically renew itself for successive yearly or applicable contract
periods thereafter, whichever is lesser, unless I give written notice to the Company and the Union at least sixty (60) days, but not
more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke
same.

Notice

I understand that the Collective Bargaining Agreement covering my job includes a union security clause, which requires union membership as
condition of employment. Under the law, I understand that I may satisfy this requirement in any one of three ways: 1) I can become a member
in good standing by paying the Union's initiation fee and monthly dues and other charges pursuant to the Local Union Bylaws; 2) I can simply pay
uniform initiation fees and monthly dues, and choose not to become a member; 3) I can become a service fee payer and pay a percentage of the
initiation fee and monthly dues, based on the amount the Union's collective bargaining expenditures bears to the Union's total expenditures. I
mean that I would pay for representation in collective bargaining, but not contribute my share of the Union expenditures for civic, charitable, or
other activities not directly related to collective bargaining. A service payer is not a union member. If I decide to become a non-member service
fee payer, or if I wish to pay full fees and dues without joining the Union, I must so notify the Union within thirty (30) days from the date on which
application. If the Union does not hear from me within thirty days, I will be treated as having decided in favor of full membership. In any event, I
be required to pay the appropriate initiation fee and monthly payments as a condition of employment. If I decide to become a non-member service
fee payer, I will have the opportunity to challenge the correctness of the Union's calculation of the service fee payment. I will be given information
as to how to do this upon my request, as well as a written explanation of the computation upon request at the Union's office. I understand that I can
only participate fully in Union affairs if I am a member in good standing.

PRINT Bertucio Charles A. President JOB TITLE
Last Name First Name Middle Initial
STREET ADDRESS 26 Sanford Lane PHONE 925 937-1396
CITY LaFayette STATE CA ZIP 94549
EMAIL ADDRESS gabelfund11c@me.com
EMPLOYER Grandfund LLC EMPLOYMENT DATE 10/27/09
DATE OF BIRTH 12/09/1960 SOCIAL SECURITY NUMBER [REDACTED]
Have you ever been a member of the Teamsters Union? No If yes, what was your ID # _____
I have fully read and understand all parts of this application. [Signature] SIGNATURE
BENEFICIARY FOR BURIAL BENEFITS Cori Bertucio spouse RELATIONSHIP
PRINT NAME

ORIGINAL COPY - UNION YELLOW COPY - EMPLOYER

EXHIBIT 9
C. BERTUCIO
Tues. 10/13/15
K. Schroeder, CSR, RPR, CCRR

Reg. April —

The Grand fund

Dues - ^{7⁰⁰} Various

Init. \$1750

same dues @ larini

Local: 753
User: MERO

0085 Current Member/Lodgers

9/14/2015

9:38 AM

Lcl Soc Sec First Last W. Street Address City St Zip Sex Phone Birth Dc
853 ██████████ CHARLES BERTUCIO A 310 MILLER CDD ORINDA CA 94563 M 510-207-1164 12-09-1960
Mo Pd Init Dc ReInit Dc Seniority Rehire CEO Aut Term MDC Dep SJC COT Bus#
2015-08 05-11-2012 04-18-2012
Stat Precinct Cong Dist Transf To Transf From Rep Name Clock Dept NOV Cons Dc
04 013-00440 11 THE GRAND FUND TGP 04-27-2012
Init Rt Init Pd Reinit Rt Reinit Pd Wage Rate Dues Norm Ovg Member ID Worksite
750.00 750.00 0.00 0.00 28.400 71.00 71.00 0.00 0853033199
Beneficiary info: CORI BERTUCIO 1 SPOUSE

| Date | Pd Thru | Rate | Payment | Overage | TxRate | Description |
|------------|---------|--------|---------|---------|--------|-------------|
| 08-20-2015 | 2015-08 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CDD |
| 07-20-2015 | 2015-07 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CDD |
| 07-10-2015 | 2015-05 | 0.00 | 10.00 | 0.00 | | FINE |
| 07-10-2015 | 2015-06 | 71.00 | 142.00 | 0.00 | 71.00 | DUES CASH |
| 04-20-2015 | 2015-04 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CDD |
| 03-20-2015 | 2015-03 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CDD |
| 02-20-2015 | 2015-02 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CDD |
| 01-20-2015 | 2015-01 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CDD |
| 12-22-2014 | 2014-12 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CDD |
| 11-20-2014 | 2014-11 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CDD |
| 10-20-2014 | 2014-10 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CDD |
| 09-22-2014 | 2014-09 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CDD |
| 08-20-2014 | 2014-08 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CDD |
| 07-20-2014 | 2014-07 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CDD |
| 06-20-2014 | 2014-06 | 71.00 | 66.00 | 0.00 | 71.00 | DUES CDD |
| 05-20-2014 | 2014-05 | 71.00 | 147.00 | 5.00 | 71.00 | DUES CDD |
| 03-20-2014 | 2014-03 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CDD |
| 02-20-2014 | 2014-02 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CASH |
| 01-21-2014 | 2013-12 | 0.00 | 5.00 | 0.00 | | FINE |
| 01-21-2014 | 2014-01 | 71.00 | 142.00 | 0.00 | 71.00 | DUES CASH |
| 11-20-2013 | 2013-11 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CASH |
| 10-21-2013 | 2013-10 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CASH |
| 09-20-2013 | 2013-09 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CASH |
| 08-20-2013 | 2013-08 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CASH |
| 07-22-2013 | 2013-07 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CASH |
| 06-20-2013 | 2013-06 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CASH |
| 05-20-2013 | 2013-05 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CASH |
| 04-22-2013 | 2013-04 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CASH |
| 03-20-2013 | 2013-03 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CASH |
| 02-20-2013 | 2013-02 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CASH |
| 01-22-2013 | 2013-01 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CASH |
| 12-20-2012 | 2012-12 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CASH |
| 11-20-2012 | 2012-11 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CASH |
| 10-31-2012 | 2012-10 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CASH |
| 09-20-2012 | 2012-09 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CASH |
| 08-20-2012 | 2012-08 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CASH |
| 07-25-2012 | 2012-06 | 0.00 | 10.00 | 0.00 | | FINE |
| 07-25-2012 | 2012-07 | 71.00 | 213.00 | 0.00 | 71.00 | DUES CASH |
| 05-11-2012 | | 750.00 | 750.00 | 0.00 | | INITIATION |
| 05-11-2012 | 2012-04 | 71.00 | 71.00 | 0.00 | 71.00 | DUES CASH |

Total Payments: 1686.00

| CHK# | Checkoff Name | Batch# |
|--------------|---------------------------|--------|
| 030008530-03 | MONTHLY CREDIT CARD PAYME | 249303 |
| 030008530-03 | MONTHLY CREDIT CARD PAYME | 247664 |
| 087340545-01 | THE GRAND FUND | 247373 |
| 087340545-01 | THE GRAND FUND | 247373 |
| 030008530-03 | MONTHLY CREDIT CARD PAYME | 243319 |
| 030008530-03 | MONTHLY CREDIT CARD PAYME | 241827 |
| 030008530-03 | MONTHLY CREDIT CARD PAYME | 240272 |
| 030008530-03 | MONTHLY CREDIT CARD PAYME | 238575 |
| 030008530-03 | MONTHLY CREDIT CARD PAYME | 237427 |
| 030008530-03 | MONTHLY CREDIT CARD PAYME | 236132 |
| 030008530-03 | MONTHLY CREDIT CARD PAYME | 234234 |
| 030008530-03 | MONTHLY CREDIT CARD PAYME | 232177 |
| 030008530-03 | MONTHLY CREDIT CARD PAYME | 230218 |
| 030008530-03 | MONTHLY CREDIT CARD PAYME | 228954 |
| 030008530-03 | MONTHLY CREDIT CARD PAYME | 227367 |
| 030008530-03 | MONTHLY CREDIT CARD PAYME | 225859 |
| 030008530-03 | MONTHLY CREDIT CARD PAYME | 223720 |
| 087340545-01 | THE GRAND FUND | 220964 |
| 087340545-01 | THE GRAND FUND | 219091 |
| 087340545-01 | THE GRAND FUND | 219091 |
| 087340545-01 | THE GRAND FUND | 215511 |
| 087340545-01 | THE GRAND FUND | 213671 |
| 087340545-01 | THE GRAND FUND | 211481 |
| 087340545-01 | THE GRAND FUND | 209719 |
| 087340545-01 | THE GRAND FUND | 208088 |
| 087340545-01 | THE GRAND FUND | 205974 |
| 087340545-01 | THE GRAND FUND | 203952 |
| 087340545-01 | THE GRAND FUND | 202165 |
| 087340545-01 | THE GRAND FUND | 200228 |
| 087340545-01 | THE GRAND FUND | 198368 |
| 087340545-01 | THE GRAND FUND | 195760 |
| 087340545-01 | THE GRAND FUND | 193321 |
| 087340545-01 | THE GRAND FUND | 191255 |
| 087340545-01 | THE GRAND FUND | 189988 |
| 087340545-01 | THE GRAND FUND | 187022 |
| 087340545-01 | THE GRAND FUND | 184959 |
| 087340545-01 | THE GRAND FUND | 183725 |
| 087340545-01 | THE GRAND FUND | 183725 |
| 087340545-01 | THE GRAND FUND | 179211 |
| 087340545-01 | THE GRAND FUND | 179211 |

Local: 953
User: MENDO

0085 Current Number/Ledgers

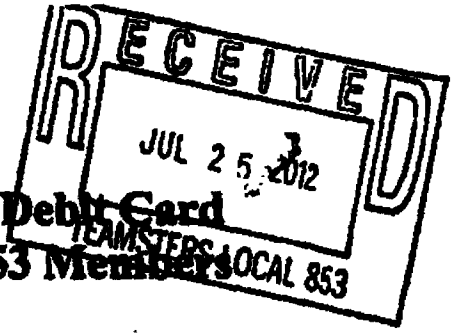
9/16/2015

9:28 AM

Total: 40 Transactions

Remark:
AUTO CC DUE DATE:05/28/2012-APPLIC. ON FILE

10/20/12 71



Authorization for Monthly Credit/Debit Card Union Dues Deduction for Local 853 Members

I Charles Bertucio authorize Teamsters Local Union No. 853
(Please Print)

to deduct monthly, from my Visa or MasterCard account **between the 20th and 23rd of each month, my Union Dues at the current rate of \$ 71.00, beginning with the month of 08 / 2012.

****The funds MUST be available between the 20th - 23rd of each month, If your card is declined three (3) times within a one (1) year period you will be automatically removed from this monthly program.**

POSTED 7/26/12
cc Spend check
Local 853's bank

I also authorize any dues increases to be automatically updated reflecting my accurate dues rate for this monthly deduction.

7/27/15 [redacted] 07/16 UM, Excel
Credit Card Information (with Master Card or Visa logo only):
[redacted] Expiration Date 03/16
[redacted]

12/1/13
B-1
VIM
5

This transaction is for my Union Dues and/or Initiation fee only.

[Signature] Date 7/25/12
Signature Date

? call Lisa Bertucio
(510) 712 0791

Address: 26 Sanford Lane
Street
Lafayette, CA 94549
City, State, Zip Code

Phone: 925-937-1396

Last 4 Digits of SS#: [redacted] Employer: Grand Fund
[redacted]

This transaction will be in effect until cancelled in writing by the member and all above information will be kept confidential.

[redacted] 11/15
[redacted] 11/17 5160
5/15/14

Chief Investigator's Office

From: S102073164
Sent: Monday, May 13, 2013 10:07 AM
To: S109156430
Subject: Hi Rome. Dinner tonight w Slatery (n his gang), care to join us?

EXHIBIT 10
C. BERTUCIO
Tues. 10/13/15
K Schroeder, CSR, RPR, CCRR

Chief Investigator's Office

From: RICHARD LEEBOVE <RANGER1999@AOL.COM>
Sent: Monday, August 05, 2013 2:32 PM
Subject: Dinner in Scotland
Attachments: photo.JPG; ATT00001.txt

EXHIBIT 11
C. BERTUCIO
Tues. 10/13/15
K. Schroeder, CSR, RPR, CCR

