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UNITED STATES OF AMERICA,

-against-

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,

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Sworn Testimony of Rome Aloise

Wednesday, November 4, 2015

New York, New York

REPORTED BY:

Helen Mendlowich

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November 4, 2015
9:00 a.m.

Sworn testimony of Rome Aloise taken by the
Chief Investigator's Office, Independent Review
Board, at Jones Day, 222 East 41st Street, New York,
New York 10017, before Helen Mendlowich, a Certified
Shorthand Reporter and Notary Public within and for
the State of New York.

1 A P P E A R A N C E S :

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4 For the United States of America:

5

JONES DAY

6

222 East 41st Street, Suite 303

New York, New York 10017

7

Telephone: (212) 326-3920

8

BY: CHARLES CARBERRY, ESQ.

carberr@jonesday.com

9

10 Chief Investigator's Office

Independent Review Board

11

17 Battery Place, Suite 331

New York, New York 10004-1102

12

Telephone: (212) 635-0202

Fax: (212) 363-1935

13

BY: CELIA A. ZAHNER, ESQ.

14

ROBERT CALLUS, ESQ.

info@irbcio.org

15

16

For the International Brotherhood of Teamsters:

17

18

DECHERT, LLP

1095 Avenue of the Americas

19

New York, New York 10036

Telephone: (212) 698-3500

20

Fax: (212) 698-3599

21

BY: EDWARD A. MCDONALD, ESQ.

edward.mcdonald@dechert.com

22

EDWARD W. DUNN, ESQ.

23

edward.dunn@dechert.com

24

25

1 ALOISE

2 R O M E A L O I S E, having first been duly
3 sworn by a Notary Public of the State of New York,
4 was examined and testified as follows:

5 EXAMINATION BY MR. CARBERRY:

6 Q. Would you please state your name and spell
7 it, for the record.

8 A. Rome Aloise, R-O-M-E, A-L-O-I-S-E.

9 Q. Mr. Aloise, you are here today pursuant to
10 a request from the Independent Review Board for your
11 testimony; is that correct?

12 A. That's correct.

13 Q. And you are currently an International
14 vice president and principal officer of Local 853
15 and the president of Joint Council 7?

16 A. Yes.

17 Q. What positions do you hold on
18 Teamster-related trust funds?

19 A. I'm the chairman of Teamsters Benefit
20 Trust, chairman of the SIP plan, Supplemental Income
21 Plan. I am the president of the Western Health Care
22 Coalition, that's not a trust fund, but I sit on the
23 VEBA Supplemental Benefit Plan, Family Plan, consult
24 on the Affiliates Plan at the IBT.

25 I also sit on the Benefits Committee of

1 ALOISE

2 the IBT, the Finance Committee of the IBT.

3 Q. Just trusts.

4 A. Oh, just trusts.

5 Q. Any others?

6 A. No.

7 Q. Any pensions?

8 A. The Western Conference is the biggest one,
9 the Western Conference of Teamsters Pension Trust.

10 Q. And you are a trustee on that?

11 A. Yes.

12 Q. The SIP plan, is that a local SIP plan?

13 A. No. It's a multi-employer, multi-union
14 401(k) plan.

15 Q. And the VEBA plan or the Voluntary
16 Employee Benefits Plan --

17 A. -- Association, yeah.

18 Q. -- that's an IBT plan?

19 A. Correct.

20 Q. And the Supplemental Benefits Plan?

21 A. That's an IBT plan, also.

22 Q. And the Family Plan is an IBT plan?

23 A. IBT plan.

24 Q. Western Health Care Coalition, which you
25 say was not a trust, can you explain that?

1 ALOISE

2 A. It's a coalition, a multi-union coalition
3 made up of a number of different trust funds that's
4 formed to get the best prices we can on various
5 items such as dental plans, prescription drug plans,
6 stop gap insurance. I'm trying to think of all the
7 things we talked about there, things of that nature.

8 So we buy it as a coalition. It's a big
9 thing in the East; it's not such a big thing in the
10 West. It's based to combat the huge medical
11 companies so we can buy with some volume.

12 Q. And you bargain as a group, essentially?

13 A. Yes. We don't particularly buy anything.

14 Q. Right.

15 A. We offer it to the participants of the
16 trust.

17 Q. So the participants are not bound to
18 accept what you negotiate?

19 A. That's correct.

20 Q. And how long have you been a trustee on
21 VEBA?

22 A. Since -- prior to me being a vice
23 president. So maybe since 2002, 2001. I'm not
24 really sure.

25 Q. And who are the other trustees on that

1 ALOISE

2 fund?

3 A. John Murphy, Bill Hamilton, Ken Hall,
4 Willie Smith, I believe.

5 Q. And Mr. Smith is an executive assistant to
6 the president?

7 A. That's correct.

8 Q. The Western Conference, how long have you
9 been a trustee on that pension?

10 A. Fifteen years, 16 years.

11 Q. How many union trustees are there for that
12 plan?

13 A. Twelve.

14 Q. And Mr. Mack, what's his role with that
15 plan?

16 A. He is the chairman, the union chairman of
17 the trust.

18 Q. He's a full-time employee of the trust?

19 A. Yes.

20 Q. And that's Chuck Mack?

21 A. That's correct.

22 Q. And what are his duties as full-time?

23 A. He directs the union caucus, deals with
24 issues that come up from the union side of the plan,
25 appoints committees, oversees those committees as

1 ALOISE

2 ex-officio member of all those committees.

3 He also does presentations of local
4 unions, Joint Council functions, represents the
5 trust. We've become very political in the last few
6 years due to all the pension legislation and so he
7 will testify on our behalf on whatever legislative
8 committee he wishes to.

9 Q. Does he get to vote as a trustee?

10 A. Yes.

11 Q. And there's an employer full-time person?

12 A. Yes.

13 Q. Who is that?

14 A. Rick Dodge. He is resigning at the end of
15 the year and Ed Linhart will be the new employer
16 chairman.

17 Q. With what company is Mr. Linhart?

18 A. He's retired.

19 Q. What company did he work with?

20 A. He came out of UPS.

21 Q. Is UPS still in the Western Conference?

22 A. They are our biggest contributor by 10
23 times the next closest one, to the tune of about
24 \$600, \$700 million a year.

25 Q. In the last five years, what e-mail

1 ALOISE

2 addresses have you used?

3 A. Predominantly, the only one I really use
4 is raloise@teamsters853.org.

5 Q. That's your 853 address?

6 A. It's pretty much, yes.

7 Q. I mean, everybody at 853 has that address,
8 right?

9 A. Correct.

10 Q. And what cell numbers have you used?

11 A. (510) 915-6430 and (202) 345-9142, which
12 rings -- they both ring at the same number.

13 Q. Is the 202 an IBT-assigned one?

14 A. Correct.

15 Q. The TBT, the Teamsters Benefit Trust, can
16 you describe what that's a trust of?

17 A. It's a health and welfare trust,
18 multi-union, multi-employer trust fund.

19 Q. Is that just a Teamsters union?

20 A. Just Teamsters. Provides health and
21 welfare benefits for about 25,000 belly buttons.

22 Q. Are you the trustee or the chairman there?

23 A. I'm the chairman, which is also the
24 trustee.

25 Q. You are also a trustee?

1 ALOISE

2 A. Right.

3 Q. And how many other trustees are there?

4 A. Five others.

5 Q. How long have you been the chairman of
6 that?

7 A. Since its inception, so 1983, I believe.

8 Q. How long have you been the principal
9 officer of Local 853?

10 A. Since 1992.

11 Q. And what position did you have in the
12 Local in '83?

13 A. I was probably then a trustee or vice
14 president. I'm not sure.

15 Q. Now, you are also a director of Teamster
16 divisions; is that right?

17 A. That's correct.

18 Q. What divisions are you the director of?

19 A. Dairy and Food Processing.

20 Q. What was your duties in terms of being a
21 director of the Dairy division?

22 A. I oversee all the negotiations, grievance
23 panels, any interactions with employers, all the
24 negotiations.

25 Q. Are there any funds associated with the

1 ALOISE

2 Dairy division --

3 A. No.

4 Q. -- or particular industry fund for Dairy?

5 A. Well, there is Dairy -- there's lots of
6 trust funds and pension plans that are associated
7 with Dairy Locals but they are not necessarily --

8 Q. Is that involved with the employer?

9 A. No. Not smart enough to do that.

10 Q. And the Food Processing division, what do
11 you do there?

12 A. Same thing, basically the same thing.

13 Q. Are there any funds associated with the
14 Food Processing division?

15 A. They participate in funds but nothing that
16 comes under the purview necessarily of the --

17 Q. What industries are in the Food
18 Processing?

19 A. We have everything from cereal makers to
20 fresh-cut produce, which is a new thing now,
21 canneries. Nestle, I mean, most of the bigger -- we
22 have some relationship with most of the bigger
23 food-producing companies.

24 Q. Now, is there any fund that you know by
25 the name of Food Fund? It's not its official name

1 ALOISE

2 but it's called Food Fund.

3 A. Not as the Food Fund. There is a fund
4 that CPI/Cannery Council has in California. I don't
5 know if they call it Food Fund.

6 Q. What is the name of that fund?

7 A. Cannery Council Producers Fund or
8 something of that nature.

9 Q. Have you ever been involved in the UPS
10 national negotiations?

11 A. Yes.

12 Q. Were you involved in 2013?

13 A. Yes.

14 Q. What was your role?

15 A. I got called in to add my expertise to the
16 healthcare portion of that negotiation.

17 Q. And about when was that?

18 A. Seemed like forever so I couldn't really
19 tell you, but probably the 1st of that year, maybe
20 before that. I can't really recall.

21 Q. Now, you also served as the special
22 assistant to the International president; is that
23 correct?

24 A. That's correct.

25 Q. Is that a post you currently hold?

1 ALOISE

2 A. Well, somebody told me I'm still listed as
3 that at the IBT but I don't particularly do anything
4 in relationship to that.

5 Q. When you were first appointed, was there a
6 special project you were working on?

7 A. They used me to troubleshoot a lot and Jim
8 thought that would -- I didn't particularly care for
9 the title because it made me sound like I was
10 carrying his briefcase around, but he thought it
11 would give me more juice when I went into a Local
12 union.

13 Q. When did you get that?

14 A. 2002 or '03, I think.

15 Q. When did you first become a vice
16 president?

17 A. 2009.

18 Q. Was that an appointment or an election?

19 A. It was an appointment.

20 Q. Whom did you replace?

21 A. Chuck Mack. Well, I became an at-large
22 vice president and he was a regional vice president.

23 Q. You were initially the regional,
24 eventually you went to at-large; is that correct?

25 A. Right, right.

1 ALOISE

2 Q. In all your jobs, you are advised by
3 lawyers who represent the IBT, is that correct, on
4 various legal issues?

5 A. Right. When I ask for it, right.

6 Q. When you need legal assistance.

7 A. Yes.

8 Q. And you understand that if they were
9 working for you and advising you for the IBT, that
10 you are supposed to keep your communications with
11 them and their communications with you confidential,
12 unless you get their permission; is that correct?

13 A. That's correct.

14 Q. Does Local 853 still have the Local
15 campaign fund?

16 A. Yes. Well, Local 853 doesn't; the
17 officers of the Local 853 does.

18 Q. Poor question. Do the officers of the
19 Local 853 still have the campaign fund?

20 A. Yes, we do.

21 Q. What's its title?

22 A. Local 853 Campaign Fund or Officers Fund.
23 I think it's Officers Fund.

24 Q. At what bank is that?

25 A. United Labor Bank.

1 ALOISE

2 Q. So you changed its title from when it was
3 the subject of the Elections Officers matter?

4 A. We may have. I don't -- what was it
5 called then?

6 Q. Aloise 93.

7 A. Oh, yes, yes.

8 Q. So you did change it?

9 A. We have changed it, yes.

10 Q. And how is that funded?

11 A. It's funded by voluntary donations from
12 officers and business agents.

13 Q. And how do they make the contributions?

14 A. By check.

15 Q. Do you collect it annually?

16 A. Not really.

17 Q. How often do you think?

18 A. If we foresee a challenge during an
19 election or something, we might bump it up, but we
20 have -- we have enough money at this point that we
21 didn't feel it was necessary to put any more in.

22 Q. When was the last time you had a contested
23 election?

24 A. When I first ran for the principal officer
25 in 1992 at the local.

1 ALOISE

2 Q. At the local. You have been a contestant
3 at International --

4 A. Ad nauseam.

5 Q. Who has the authority to
6 authorize withdrawals from the account?

7 A. Predominantly, me.

8 Q. And how do you make the withdrawals?

9 A. Normally, write a check.

10 Q. Do you ever make cash withdrawals?

11 A. I don't recall any but I couldn't say that
12 for certain.

13 Q. Are there books and records kept for the
14 account?

15 A. Just basically a book that details any
16 checks we write, you know, like one of those folder
17 checkbooks, and we put the statements in it. We
18 don't do any accounting of it.

19 Q. What do you do with the receipts you
20 receive or --

21 A. They go into that same book.

22 Q. They go into that book or someplace?

23 A. More than likely, they're with that book.

24 Q. Where is that book physically kept?

25 A. In my office.

1 ALOISE

2 Q. What was the last withdrawal that you made
3 from that?

4 A. I'm not sure. We may have paid for
5 breakfast for our shop stewards or we may have
6 donated money to campaign. I can't be certain.

7 Q. Have you ever used it for expenses or
8 donations in connection with Local campaigns?

9 A. Yes.

10 Q. Other than 853?

11 A. Yes.

12 Q. And did you use it in connection with the
13 Local 601 campaign?

14 A. Yes, we did.

15 Q. How much did you spend on that?

16 A. I believe it was \$1,000.

17 Q. Who did you pay? What did you use it for?

18 A. I gave it to Ashley Alvarado's slate.

19 Q. Did you give it directly or did you buy
20 services from them?

21 A. No. I believe I just sent her a check. I
22 don't recall.

23 Q. Did you use it for Local 439, also?

24 A. I don't believe so.

25 Q. That was the 2014 election.

1 ALOISE

2 A. I don't believe we did.

3 Q. Any other Locals you can think of that you
4 used it for?

5 A. No.

6 Q. Who is Russ Konigsberg?

7 A. He is a consultant with the IBT plans or
8 was a consultant. I'm not sure he's doing much of
9 that anymore for us. Out of Siegel, I think.

10 Q. What type of consultant?

11 A. Benefits consultant. So they'll oversee
12 the construction of the Benefits Plan, for instance,
13 or they will write the RFPs, consult on levels of
14 benefits. He's pretty much of an expert on the
15 medical Part D plan that we run.

16 Q. I'm sorry?

17 A. He is pretty much of an expert on the
18 medical Part D that we offer.

19 Q. And John Ward?

20 A. Counsel for the trust.

21 Q. Chris Boatman?

22 A. I think he is a salesperson for Pacific
23 Solutions or Optum. They're the same company.

24 Q. Pacific Solutions used to be part of
25 Prescription Solutions or were they related?

1 ALOISE

2 A. Yes. Maybe that's the name of it.

3 They're the predecessor to Optum.

4 Q. He was with both?

5 A. I believe so.

6 Q. Did you have any dealings with him?

7 A. Not necessarily.

8 Q. Peter Beerman?

9 A. No idea.

10 Q. Paul Marcus?

11 A. I don't know.

12 Q. Iona Brazas?

13 A. I think she works for a company, a drug
14 company.

15 Q. And did you have any dealings with her?

16 A. I may have seen her at their booth at the
17 International Foundation or something, but not
18 necessarily.

19 Q. What do you mean by the "International
20 Foundation"?

21 A. International Foundation is an entity that
22 conducts educational meetings for trustees
23 throughout the years and they have an annual one
24 every year. So all of these providers have, like,
25 an exhibit booth, like at a convention.

1 ALOISE

2 Q. Sure.

3 A. I know that that's one of her duties and I
4 have seen her there. That's about the interchange
5 that I've had with her.

6 Q. You're on the executive committee for the
7 Hoffa Memorial Scholarship; is that correct?

8 A. My name is on it, yes.

9 Q. We will ask you about that.

10 She's also listed as being on it. Have
11 you had any dealings with her in connection with
12 that?

13 A. I go so seldom that I've never seen her
14 there.

15 Q. When you say you go -- do they have
16 quarterly meetings or --

17 A. Yes.

18 Q. It's a quarterly meeting?

19 A. Yes.

20 Q. If you don't go, do you send someone in
21 your stead?

22 A. No.

23 Q. What is your duty supposed to be being a
24 member?

25 A. Basically to talk about the tournament and

1 ALOISE

2 the functions that they do with that tournament,
3 which is --

4 Q. The tournaments, both the golf and poker
5 tournaments?

6 A. Correct.

7 Q. Do you know Janis DiMonaco?

8 A. I know the name.

9 Q. How do you know the name?

10 A. She sells something or sells a lot of
11 things, depending on which way the wind blows.

12 Q. Do you know what company she's with?

13 A. No, not lately. She used to be with some
14 mental health provider or something. I don't know
15 if she still is or not.

16 Q. Do you associate with HMC at all?

17 A. It sounds familiar.

18 Q. Do you know Mark Mauro?

19 A. No.

20 Q. Joshua Jaklevic, J-A-K-L-E-V-I-C?

21 A. The name sounds familiar to me, so I may
22 have run by him.

23 Q. But you don't know him?

24 A. I wouldn't know him if he walked in the
25 door.

1 ALOISE

2 Q. The Mental Health Advisory Group?

3 A. I'm sure I have heard of it but I don't
4 really recall what they do.

5 Q. Do you remember ever dealing with them on
6 the Teamsters Benefit Trust?

7 A. Not specifically.

8 Q. Do you remember dealing with Ms. Lanini
9 when she was with a company different than
10 GrandFund?

11 A. Yes.

12 Q. What was that?

13 A. I think she was with a number of
14 companies. She was with a dental provider and I
15 think some healthcare company like United
16 Healthcare, one of those.

17 Q. This would have been at the same time she
18 was at GrandFund?

19 A. No. I don't recall.

20 Q. Do you know Managed Health Network?

21 A. Yes.

22 Q. What are they?

23 A. They're a company that I believe oversees
24 billings and utilization and they will, for
25 instance, if one of our biggest cost spaces is

1 ALOISE

2 diabetes so they provide nurses and doctors that
3 will call all of our members that are using
4 medication or whatever else that indicates that they
5 may have a diabetic problem and they will talk with
6 them about how to deal with their disease and how to
7 manage it and they -- that type of thing.

8 So they -- their claim is that they save
9 us millions of dollars by this disease management
10 situation.

11 Q. Do they provide services for the Teamsters
12 Benefit Trust?

13 A. I believe so.

14 Q. Do you associate any individual with them?

15 A. I think at one point Tera Clizbe may have
16 represented them. She represents --

17 Q. I'll spell it, C-L-I-Z-B-E.

18 A. May I get a glass of water?

19 Q. Yes.

20 Does Ms. Clizbe work for somebody else,
21 differently now?

22 A. Blue Cross or whatever they call it these
23 days.

24 Q. The big provider?

25 A. Yes.

1 ALOISE

2 Q. Are you familiar with a series of
3 companies all coming under the label EnTrust?

4 A. I'm familiar with EnTrust. I'm not sure
5 I'm familiar with --

6 Q. EnTrust Securities, EnTrust Partners,
7 EnTrust Activist Managers.

8 A. Well, I think the Activist Managers is a
9 fund but EnTrust is a name I'm familiar with.

10 Q. And how do you know them?

11 A. They're an investment manager for the
12 Western Conference of Teamsters.

13 Q. How long have they been doing that?

14 A. Three or four years.

15 Q. And do you know anybody at EnTrust?

16 A. Yes.

17 Q. Whom do you know there?

18 A. I know the CEO, Greg Haimowitz, and Greg
19 Tarpinian, who is a consultant or salesperson. I'm
20 not sure what his title is.

21 Q. And the CEO, how long have you known him?

22 A. Six, seven years, I guess. I'm not sure.

23 Q. How did you meet him?

24 A. They were pitching the trust. I met him
25 there.

1 ALOISE

2 Q. And Mr. Tarpinian, how long have you known
3 him?

4 A. Probably 20 years.

5 Q. And how long has he been with EnTrust?

6 A. Five or six, I believe. I'm not sure.

7 Q. I'm going to show you an e-mail that's
8 going to be marked Exhibit 1, dated Tuesday, July,
9 30, 2013, from Alan Biller to you.

10 (Exhibit 1, e-mail from Alan Biller to
11 Rome Aloise dated July 30, 2013, was marked for
12 identification as of this date.)

13 Q. Who is Mr. Biller?

14 A. The investment consultant on the Western
15 Conference of Teamsters trust.

16 Q. He is a consultant to the trust?

17 A. Correct.

18 Q. And what kind of advice does he provide?

19 A. He provides investment advice. He
20 basically is entrusted with deciding the diversity
21 of the investments, that type of thing.

22 Q. And who is Jennifer Newell?

23 A. She works with Alan Biller.

24 Q. And Michael Ashman?

25 A. He did work with Biller.

1 ALOISE

2 Q. Exhibit 2 is an e-mail dated Tuesday, July
3 30, 2013 from Mr. Tarpinian to you.

4 (Exhibit 2, e-mail from Greg Tarpinian to
5 Rome Aloise dated July 30, 2013, was marked for
6 identification as of this date.)

7 Q. This is an e-mail that Mr. Tarpinian sent
8 you. The top e-mail says, "Don't share but you
9 should know" and then there is an e-mail below from
10 Michael Ashman to Mr. Tarpinian.

11 A. From David Blitzstein.

12 Q. Excuse me, to David Blitzstein --

13 A. To David Blitzstein.

14 Q. -- from Mr. Tarpinian forwarding an e-mail
15 from Mr. Ashman to Mr. Blitzstein. And then there
16 is -- the last e-mail on page 2 was from Mr.
17 Blitzstein to Mr. Ashman.

18 Was this in connection with the
19 transaction that the fund did with EnTrust?

20 A. I think it was in connection. I don't
21 recall specifically, but in reading it, we were
22 looking to get money into this Activist fund and so
23 we had a number of different people review it for us
24 to make sure that it was something we should do, and
25 I think it's in connection with this.

1 ALOISE

2 Q. Why is it sent to you and not -- look at
3 Exhibit 1. Why is it sent to you and not to all the
4 other trustees, also?

5 A. I'm the investment chairman -- one of the
6 investment chairmen.

7 Q. How long have you been the investment
8 chairman?

9 A. Twelve years.

10 Q. You said one of the investment chairman?

11 A. There is an employer-side chairman also.

12 Q. Each side has an investment chairman?

13 A. Correct.

14 Q. And how do you make decisions between the
15 two of you?

16 A. Well, now we don't any longer. Biller
17 makes them. We have given all the fiduciary
18 responsibility of investments to Biller.

19 Q. Does Biller make recommendations to the
20 full board, then?

21 A. Well, he makes recommendations, general
22 recommendations about investment vehicles, where he
23 is going, what he is thinking about, but we
24 basically handed over the fiduciary responsibilities
25 of making the investment, choosing the companies

1 ALOISE

2 that we invest with. About three years go, we've
3 done that.

4 Q. What is the size of the Western fund?

5 A. Depending on where the stock market was
6 yesterday, \$39 million.

7 Q. Is it the largest fund?

8 A. It's the largest Taft-Hartley trust fund.

9 Q. When did that change get made to Mr.
10 Biller?

11 A. In the last two or three years.

12 Q. And when you were investment chairman, how
13 did you make the decisions?

14 A. Oh, I am still investment chairman. The
15 trustees, the committee would recommend to the full
16 body.

17 Q. And the trustees would vote?

18 A. Right.

19 Just as a sideline, I probably
20 shouldn't -- Ed is going to have a heart attack, but
21 on this fund, for instance, that we're invested in,
22 now we've got Kraft buying somebody else buying
23 somebody else, and Mark Pelka is a large investor in
24 that thing so it gives us access to these large
25 investors.

1 ALOISE

2 Q. You have to explain that to me.

3 A. Well, I mean it gives us some access.
4 We're a large investor.

5 The money they use to buy these things,
6 we're an investor in it, we represent members in
7 there so we have access to these people that are
8 involved in the purchase of the companies, to
9 protect the members.

10 Q. Let me see if I understand what you're
11 saying. The investment you made was in a fund,
12 right?

13 A. Correct.

14 Q. That's fund has been acquired by somebody
15 else?

16 A. No. That fund is run through EnTrust but
17 it was done -- we have probably a quarter of a
18 billion dollars in there, but there's probably \$2 or
19 \$3 billion in the overall fund, and they make
20 purchases, Activist purchases --

21 Q. Right.

22 A. -- and our involvement in the fund,
23 besides it being a good investment for the trust,
24 also gives us access to these various purchases and
25 stuff so that we can use that to protect our

1 ALOISE

2 members.

3 Q. Does the fund you're investing in, does it
4 get seats on boards?

5 A. Oh, yes, yes. Mark Pelk, all of these
6 big-name investors, they get seats on these boards.

7 Q. Is Pelka a member, an investor of the fund
8 or is he an owner of the fund?

9 A. He is somebody that the fund gives money
10 to when he comes up with a deal.

11 Q. So you invest in the fund and then the
12 fund then finances other investors --

13 A. They make the choices of how they are
14 going to invest the money, what they call out the
15 money and bag the money.

16 Q. Right.

17 A. They don't consult us on that but when
18 they do it, we have access.

19 (Exhibit 3, e-mail from Richard Leebove to
20 Rome Aloise dated August 5, 2013, with an
21 attachment, was marked for identification as of
22 this date.)

23 Q. Showing you an e-mail from Mr. Leebove to
24 you dated August 5, 2013 and it has a photo
25 attachment, which is the second page.

1 ALOISE

2 Who is Mr. Leebove?

3 A. He works as a consultant to the IBT.

4 Q. What does he consult on?

5 A. Mostly political situations or just about
6 everything. I think he is a confidante of Jim
7 Hoffa.

8 Q. Does he do it under his own name or does
9 he have a company?

10 A. I believe he does it under his own name.

11 Q. And if you look at the picture, starting
12 on the left, can you identify the people from the
13 back in the photo?

14 A. Charlie Bertucio, Rich Leebove, Jim Hoffa,
15 Willie Smith.

16 Q. And on the other side?

17 A. Ed Sullivan, I don't know who the next guy
18 is, Steve Mack, Greg Tarpinian.

19 Q. Who is Mr. Sullivan?

20 A. He's an insurance broker that does
21 business with the IBT.

22 Q. And what's the name of his company?

23 A. I don't really know.

24 Q. Do any of your funds do business with Mr.
25 Sullivan?

1 ALOISE

2 A. I think we buy legal benefit insurance
3 from -- through him, so we can pay Ed.

4 Q. Is his company Labor Benefits, LLC? Does
5 it ring a bell?

6 A. I don't know. I just know it's his
7 company.

8 Q. Were you invited on that golf tournament?

9 A. No.

10 Q. Are you a golfer?

11 A. I don't play golf.

12 Q. Is Steve Mack in that photo?

13 A. Yes.

14 Q. Who is Mr. Mack?

15 A. Mr. Mack is my brother-in-law and also the
16 Industrial Trades director of the IBT.

17 Q. He was a Local 853 officer?

18 A. Yes.

19 Q. And when did he stop being a Local 853
20 officer?

21 A. Maybe 2012.

22 Q. And then he became director of the --

23 A. He was already.

24 Q. He already was a director. Did he retire
25 from 853?

1 ALOISE

2 A. He did -- well, with a little
3 encouragement.

4 Q. Did he finish his term or did he leave in
5 the middle of his term?

6 A. I think he left in the middle of his term.

7 Q. Why was that?

8 A. Because he came to the Local through
9 merger and we had had an agreement that he was going
10 to work a certain period of time and he stayed past
11 that period of time so we basically had a discussion
12 about that it was time for him to leave.

13 Q. And what was his Local that merged into
14 853?

15 A. It was Local 78.

16 Q. Do you know how long you have been on the
17 executive committee of the Hoffa fund?

18 A. I really don't. Maybe since its
19 inception, but I really don't know.

20 Q. At least since the 2000s?

21 A. That's safe to say, yes.

22 Q. Other than the quarterly meetings, does it
23 do anything, the executive committee?

24 A. Not that I know of.

25 Q. Now, part of the members of the committee

1 ALOISE

2 are union officials and some are outsiders. How do
3 the outsiders get selected?

4 A. You know, I don't -- I suspect based on
5 their involvement in the tournament, but I'm not the
6 person that selects them, so I really don't know.

7 Q. Who selects them?

8 A. I'm assuming that Willie Smith, who runs
9 the fund, or maybe Jim Hoffa. I really don't know.

10 Q. Are the directors of the committee given
11 targets to raise for donations?

12 A. Oh, yes.

13 Q. And what are the targets given to them?

14 A. Providers, other Local unions, Joint
15 Councils.

16 Q. Those are the people you would solicit?

17 A. Yes.

18 Q. Are you given any monetary target?

19 A. Oh, no.

20 Q. Do you know if anyone is given a monetary
21 target?

22 A. I don't know.

23 Q. Where are the Fund's offices?

24 A. The IBT building.

25 Q. One of the IBT members of the committee,

1 ALOISE

2 at least in 2014, was Robin Mingilino. Do you know

3 her?

4 A. No.

5 Q. She was basically the controller in Local

6 710.

7 A. Oh. I know Robin, yes, yes. I didn't

8 know her last name; I know who she is.

9 Q. How do you know her?

10 A. From the committee.

11 Q. And why is she now a union officer? Do

12 you know why she is on the committee?

13 A. Probably because she volunteered to do

14 something for the committee, and I think maybe

15 Cheryl Johnson may have had -- she worked with

16 Cheryl Johnson.

17 Q. Who is Cheryl Johnson?

18 A. Excuse me?

19 Q. Who is Cheryl Johnson?

20 A. Cheryl Johnson is a retired-now vice

21 president of International union, ran the human

22 rights.

23 Q. How long have you known Charles Bertucio?

24 A. Twenty years, maybe. Maybe a little bit

25 longer than that.

1 ALOISE

2 Q. How have you met him?

3 A. I knew of him through his father, who was
4 an insurance broker, but I met him -- I don't know
5 -- because we were dating the same woman.

6 Q. When was the first time that you ever did
7 any business with the company he was associated
8 with?

9 A. I don't really recall. He is associated
10 with so many that I don't recall, but I would say
11 maybe it could have been sometime in the early '90s,
12 maybe.

13 Q. What entity would have done that?

14 A. It would have been probably the health and
15 welfare trust.

16 Q. What companies was he associated with?

17 A. I think at one time he had a relationship
18 with PacifiCare, which is an HMO that we had on the
19 trust. Prescription Solutions, which I think was
20 owned by PacifiCare at one point in time, was
21 another one.

22 I'm not sure if he represented anybody
23 that had stop gap insurance or something, but those
24 are the two that come to mind.

25 Q. What were Mr. Bertucio's companies? Those

1 ALOISE

2 are the companies that he represented or worked
3 with?

4 A. Correct.

5 Q. What were the companies that he used to
6 represent him?

7 A. Well, I think the only company that I know
8 is GrandFund.

9 Q. Did he have something called MyUnionRX?

10 A. Yeah, I recall that.

11 Q. And when you say he represented companies,
12 what do you understand that he did?

13 A. Well, early in his career I think he
14 directly went out trying to solicit business for
15 himself. As I understand it, now he mostly
16 consults.

17 Q. At some point the Western Health Care
18 Coalition recommends or reaches an agreement with
19 Prescription Solutions as a PBM. Do you recall
20 that?

21 A. I know we did but I don't recall
22 specifically when it happened.

23 Q. And do you recall that that was -- Mr.
24 Bertucio was associated along with that?

25 A. Correct.

1 ALOISE

2 Q. In your dealings with other funds or that
3 fund, are there other situations where the service
4 provider, like Prescription Solutions, had an
5 introducer or a partner that doesn't provide the
6 services but helps them obtain the business?

7 A. I would say 100 percent, almost.

8 Q. For example, can you give me an example of
9 somebody else?

10 A. Visiting Service Plan has their people
11 that are out there, Kaiser, United Healthcare.

12 Q. Who does United Healthcare use?

13 A. I think now they -- I don't know if they
14 -- I think he may have left, but Vickie Lanini's son
15 Gabe Lanini was a representative, I believe. I
16 think she was.

17 Q. But they are employees of the company.

18 A. Yes.

19 Q. I am talking about situations like Mr.
20 Bertucio's, not an employee. I mean everybody has
21 some people working for them.

22 A. Right.

23 Q. I am sure Prescription Solutions also had
24 salespeople.

25 A. Yes, they do.

1 ALOISE

2 Q. And I'm sure Optum had salespeople.

3 A. Absolutely.

4 Q. So are there other situations where
5 somebody like Mr. Bertucio, in his role as a --

6 A. I'm not sure. I'm sure there are but I
7 can't name any specifically, no.

8 (Counsel and witness engage in
9 off-the-record discussion.)

10 A. Ed just reminded me that Express Scripts
11 hired a lobbying firm and a representative firm to
12 represent them, and they represent now a number of
13 different companies much the same way as Bertucio
14 does.

15 Q. In dealing with the funds?

16 A. Right.

17 Q. Who are those representatives?

18 A. Mike Mathis, Chuck Harper.

19 Q. When did that start?

20 A. The last few years.

21 Q. Do they have a name for their company?

22 A. I think it's Mathis & Harper or Mike
23 Mathis & Associates, something of that sort.

24 Q. Who is Mr. Mathis?

25 A. He formerly was the political director of

1 ALOISE

2 the IBT and now he has his own lobbying firm.

3 Q. When you say "lobbying," do you mean with
4 government agencies?

5 A. Yes.

6 Q. Where is he out of?

7 A. Washington, D.C.

8 Q. Now, did Mr. Bertucio help somebody sell
9 any products to any of the pension funds?

10 A. Yes, yes.

11 Q. What fund?

12 A. Homer.

13 Which fund did he try to sell it to or
14 what was he representing.

15 Q. First, what fund did he try to sell it to?

16 A. Probably every fund in the country.

17 Q. Okay. Did he ever try and sell it to any
18 Teamsters fund where you were a trustee?

19 A. Yes.

20 Q. Which fund was that?

21 A. Western Conference of Teamsters.

22 Q. What was he selling?

23 A. Homer is a Canadian fund which does mostly
24 -- predominantly infrastructure investments, so he
25 was trying to sell it to us as part of our

1 ALOISE

2 infrastructure portfolio.

3 Q. And when was that?

4 A. In the last few years. I think it went on
5 over a period of years.

6 Q. Did the fund ever invest?

7 A. No.

8 Q. Did he ever try and sell anything for a
9 company called Yucaipa?

10 A. Yucaipa, yes.

11 Q. Yucaipa. What was that?

12 A. Private equity investment.

13 Q. Was that to the Western Conference, also?

14 A. Correct.

15 Q. When was that?

16 A. Probably during the same period of time or
17 maybe a little bit before that. In the last few
18 years.

19 Q. Was it when you were in the -- you are
20 still on the investment committee but before you
21 delegated the things?

22 A. Yes, yes.

23 Q. When was that? I mean, what was the
24 investment?

25 A. Private equity, and they have different

1 ALOISE

2 funds, you know, they raise money for Fund A, then
3 Fund B, then Fund C, and again, we are not
4 particularly privy to -- I mean, this particular
5 fund, Ron Burkle who runs it, is a grocery expert.

6 We've had money with them. That was
7 actually the Western Conference's first ever private
8 equity investment, way before Charlie Bertucio or
9 anybody else.

10 Q. An earlier investment?

11 A. Into one of the funds.

12 Q. Into one of the Yucaipa investments?

13 A. Yes.

14 Q. So this was a later investment?

15 A. This was a later request for an
16 investment.

17 Q. And did you make that investment?

18 A. No, no.

19 Q. I'm showing you an e-mail chain that's
20 three pages. The top one is dated March 13, 2003.
21 It's from you to Mr. Bertucio.

22 A. Excuse me. 2003?

23 Q. Yes.

24 (Exhibit 4, e-mail chain between Rome
25 Aloise and Charles Bertucio, the last in time

1 ALOISE

2 dated March 13, 2003, was marked for
3 identification as of this date.)

4 Q. If you look at page 2, in the middle you
5 will see an e-mail from Mr. Slatery,
6 johnslatery@teamsters.org, to Mr. Bertucio and Chris
7 Boatman, and it's re: Teamster check request.

8 Was there a time where the Western Health
9 Care Coalition was using the services of
10 Prescription Solutions as their PBM?

11 A. Yes.

12 Q. Around this time period?

13 A. Yes.

14 Q. And did there come a time when the IBT
15 agreed to terms with Prescription Solutions to
16 recommend it to other funds in the IBT?

17 A. Yes.

18 Q. And were you involved in that agreement?

19 A. I believe so.

20 Q. Prior to being used in the Western Health
21 Care Coalition, were there any other Teamster funds
22 that used Prescription Solutions?

23 A. Possibly, TBT. I'm not sure what the time
24 frame was, but possibly TBT.

25 Q. Other than TBT, were you aware of any?

1 ALOISE

2 A. I think maybe it's not exclusively a
3 Teamsters fund but it's a Joint Union fund,
4 Automotive industries, I'm not sure.

5 Q. Were you a trustee of the Automotive
6 industries?

7 A. No.

8 Q. Was anybody in 853 a trustee of the
9 Automotive industries?

10 A. Not at that time.

11 Q. If you look at the e-mail on the first
12 page in the middle of the page from you to Mr.
13 Bertucio, all the prior CCs are gone and it says, "I
14 have some information that you should see. Send me
15 your fax number."

16 And then, if you read it, it says that Mr.
17 Keegel, who was the secretary treasurer, was going
18 to send out a letter to the Locals saying "don't use
19 Prescription Solutions," and you headed it off.

20 What was that about?

21 A. They had a mail-order in San Diego.

22 Q. Who is "they"?

23 A. Pacific Solutions. And it was being
24 organized or had a contract with, I don't recall
25 specifically, by the Oil, Chemical and Atomic

1 ALOISE

2 Workers, and it must have been an organizing
3 campaign, they had resisted the campaign and all of
4 a sudden they were being -- you know, the union knew
5 that they did a lot of union business across the
6 country because they were still owned by PacifiCare
7 at that point, which was a big union provider across
8 the country.

9 They had a dispute going on and they were
10 sending leaflets all around the country about this
11 and Tom Keegel got one and obviously was upset.

12 Q. The leaflets was from the union?

13 A. From the Oil, Chemical and Atomic company.

14 Q. Whichever union was initials P.A.S.T.E.,
15 do you recall that?

16 A. Yes, a division of that.

17 Q. Why are you telling Mr. Bertucio?

18 A. Because it affects something that we have
19 as a provider. That's an embarrassment, if they are
20 going to be an anti-union provider. So I wanted him
21 to know about it and fix it.

22 Q. Did you communicate directly with
23 Prescription Solutions?

24 A. No. I communicated with him.

25 Q. Is that how you did communications

1 ALOISE

2 concerning Bertucio?

3 A. For the most part, unless there was an
4 issue or a problem, yes. I never communicated
5 directly until this happened and I met with the
6 principals of PacifiCare and Prescription Solutions.

7 Q. Do you recall what you faxed -- do you see
8 the top fax?

9 A. It must have been the flier and I'm not
10 sure what else. I have no recollection of what it
11 was.

12 Q. I'll show you an e-mail from May 1st,
13 2003. The top e-mail is from John Slatery to you
14 and Mr. Bertucio, re: Western Health Care Coalition.

15 (Exhibit 5, e-mail chain, the last in time
16 dated May 1, 2003 from John Slatery to Charles
17 Bertucio and Rome Aloise, was marked for
18 identification as of this date.)

19 The bottom e-mail is from Ed Logue. Do
20 you know who Mr. Logue was?

21 A. Yes.

22 Q. And the address is at ULLICO. Do you know
23 what he did at ULLICO?

24 A. Something to do with sales. I'm not sure
25 specifically what.

1 ALOISE

2 Q. Was he involved with Prescription
3 Solutions somehow?

4 A. There was some relationship. I don't
5 recall what it exactly was.

6 Q. In the "to" column, who is Mr. Feaver?

7 A. I don't recall.

8 Q. rxsol, is that the Prescription Solutions
9 e-mail --

10 A. Must be somebody there, somebody in either
11 the labor department or deals directly --

12 Q. Somebody at that company?

13 A. Yes.

14 Q. And you don't know who they are?

15 A. Right.

16 Q. Then you see Howard --

17 A. I don't know any of these people.

18 Q. Do you know what PHS is?

19 A. No.

20 Q. Would that be --

21 A. -- Pacific Healthcare Solutions, I guess,
22 but I don't recall who they are.

23 Q. Okay. And then you're in the CCs.

24 Who is Stacey Weeks?

25 A. Must be a salesperson.

1 ALOISE

2 Q. Shannon Hardy?

3 A. I know Shannon Hardy has been a
4 salesperson, yes.

5 Q. At which company is she a salesperson?

6 A. Probably to do with Prescription
7 Solutions, I would imagine.

8 Q. She was at Prescription Solutions?

9 A. I don't know.

10 Q. And James Luce?

11 A. I don't know who that is.

12 Q. Mr. Logue sent this at the request and he
13 says, "Charlie" -- Charlie is Mr. Bertucio; is that
14 your understanding?

15 A. I don't recall this e-mail, but I'm
16 assuming it must be.

17 Q. It says "to Charles Bertucio."

18 A. Yes.

19 Q. "As you requested" -- what was the
20 relationship between Mr. Logue and Mr. Bertucio?

21 A. At some point Ed worked for Charlie. I'm
22 not sure if it was at this point or not.

23 Q. Did Mr. Bertucio have a relationship with
24 ULLICO?

25 A. Yes.

1 ALOISE

2 Q. What did he do for them?

3 A. Represented their products.

4 Q. In the second paragraph he says, "The
5 Western Health Care Coalition is the anchor tenant
6 for MyUnionRX/Prescription Solutions," and then it
7 continues.

8 So what was your understanding of "anchor
9 tenant"?

10 A. I have an understanding of it. Maybe
11 that's their biggest single -- it's not a customer
12 but was advising the coalition. I would assume
13 that's what it means, but I don't know what he
14 meant.

15 Q. And then the last paragraph says that
16 Hoffa and the International are currently
17 reevaluating their national endorsement for
18 Prescription Solutions as their PBM of choice.

19 That's the matter we've talked about,
20 whether to withdraw their endorsement because of the
21 union controversy?

22 A. Yes. We were all upset about the
23 situation.

24 Q. And why is Slatery reporting not just to
25 you but also to Mr. Bertucio?

1 ALOISE

2 A. I don't know. Well, because probably I
3 was the co-chairman of the VEBA trust with Tom
4 Keegel and he knew that I was -- Tom had asked me to
5 go work, I guess.

6 Q. My question was, why was it reported to
7 Mr. Bertucio?

8 A. I have no idea.

9 Q. Now, are you friends with Mr. Bertucio?

10 A. Friendly acquaintances.

11 Q. Do your families socialize at all?

12 A. Not on any -- two times that I could think
13 of.

14 Q. And how often do you see him? Say, in
15 2014, how often do you have contact with him?

16 A. Four, five times, maybe. I really don't
17 know.

18 Q. Is that in total or is that in person?

19 A. That's in total.

20 Q. Is that the average for each year or does
21 it vary?

22 A. I have no idea.

23 Q. Did you ever travel with him?

24 A. No.

25 Q. Did you ever take any vacations with him?

1 ALOISE

2 A. No. I very seldom take vacations and he
3 wouldn't be somebody I'd go with.

4 Q. Did you ever fly in a noncommercial plane
5 with him?

6 A. Yeah, 2001.

7 Q. And what was that?

8 A. It was Reggie Jackson's plane and we went
9 to the World Series, which was here.

10 Q. In New York or LA?

11 A. New York.

12 As a matter of fact, he wasn't on that
13 plane. I should have answered no. I have never
14 been on a private plane with him.

15 Q. Did he make arrangements for you to fly
16 that plane?

17 A. No.

18 Q. How did those arrangements get made?

19 A. Through Reggie.

20 (Exhibit 6, e-mails between Charles
21 Bertucio and Rome Aloise dated April 15, 2002,
22 was marked for identification as of this date.)

23 Q. I'm going to show you what's marked
24 Exhibit 6 which is an e-mail from Monday, April 15,
25 2002.

1 ALOISE

2 The top e-mail is from Mr. Bertucio to you
3 and the bottom e-mail is from you to Mr. Bertucio,
4 and the subject seems to be about going to New York
5 for a couple of days in July.

6 Do you recall doing that?

7 A. I'm sorry, I was reading the e-mail.

8 Q. Please, go ahead. My fault.

9 A. Okay. I'm sorry.

10 Q. Do you recall taking a trip with Mr.
11 Bertucio in July to New York?

12 A. No, I don't.

13 Q. Do you recall him offering you
14 transportation, noncommercial transportation to New
15 York?

16 A. No, I don't. I don't recall. I see it
17 but I don't recall it.

18 Q. Do you know any Teamster employee who has
19 taken noncommercial transportation arranged for by
20 Mr. Bertucio?

21 A. I believe Steve Mack has traveled with
22 him. I don't know if it's after he was retired or
23 not from the Local, but I believe he's traveled with
24 whatever type it is.

25 Q. What is your belief based on?

1 ALOISE

2 A. Had discussions with somebody, I'm not
3 sure if it was Steve or Charlie or somebody else.

4 Q. Was this while -- it was after he left
5 853?

6 A. I don't know when. I have no idea what
7 the time context was.

8 Q. Was it while he was at 853?

9 A. I have no idea.

10 Q. Did you have any program in place at 853
11 to have your employees file for LM-30s, if
12 necessary?

13 A. Yes.

14 Q. So if it happened while he was at 853, he
15 would have been aware of that program?

16 A. I assume so.

17 Q. What is your program for that?

18 A. Well, we just tell anybody that -- it's
19 been ongoing 10 years ago or something that the OL
20 was all over LM-10s and LM-30s, and we had meetings
21 with attorneys to explain to people what their
22 responsibilities were.

23 We don't have any formal ongoing program.

24 Q. You had some sort of education, I guess.

25 A. Yes.

1 ALOISE

2 Q. You reminded him on that?

3 A. No, because the need to has dissipated to
4 the point where it's not really necessary.

5 Q. Who is Jason Mack?

6 A. Steve's son, Steve Mack's son.

7 Q. Do you know if Mr. Mack ever did any work
8 or consulting work for the GrandFund?

9 A. I don't believe so, but I couldn't say for
10 sure.

11 Q. Do you know if David Hoffa ever did any
12 work for the GrandFund?

13 A. I don't know.

14 Q. Do you know if Jeffrey Hoffa did any work
15 for the GrandFund.

16 A. I believe he did.

17 Q. What work do you believe he did for the
18 GrandFund?

19 A. Some consulting thing, I'm not sure for
20 what company. Maybe for ULLICO or something like
21 that, but I really don't know.

22 Q. Do you know if it involved any Teamster
23 funds?

24 A. I'm sure it did.

25 Q. How did you learn that?

1 ALOISE

2 A. Well, he'd be at functions talking to
3 people about I don't know.

4 I know one thing that Jeffrey Hoffa was
5 involved with was stop gap insurance. So that's how
6 I know, I saw him talking to people about it.

7 Q. Soliciting people?

8 A. Yes.

9 Q. At Teamster functions? When was this,
10 approximately?

11 A. Three or four years ago, maybe.

12 Q. But as far as doing specific work for Mr.
13 Bertucio, do you have any knowledge of him doing
14 that?

15 A. No. I think he was more of a consultant.

16 Q. But you don't know what specific project
17 he was consulting on?

18 A. No. That's the only thing I know.

19 Q. Was Mr. Bertucio involved with stop gap
20 insurance?

21 A. Maybe early on, but I don't think
22 recently. I think when he split from ULLICO, he
23 wasn't involved in that product anymore.

24 (Exhibit 7, e-mail chain, the last of
25 which is dated November 27, 2014 from Charles

1 ALOISE

2 Bertucio to Rome Aloise, was marked for
3 identification as of this date.)

4 Q. I'm going to show you a two-page e-mail.
5 The top e-mail is from Mr. Bertucio to you on
6 Thursday, November 27, 2014.

7 I only have one copy. Do you want to take
8 time to read that copy, please?

9 A. Okay.

10 Q. Is "Steven" referred to Steven Mack?

11 A. Yes.

12 Q. What was the Safeway deal?

13 A. They have some type of a prescription drug
14 plan that they are out selling as an independent
15 product from Safeway stores.

16 I'm not even sure it's in existence any
17 longer, but it's a prescription plan.

18 Q. Do you normally have holiday exchanges
19 with Mr. Bertucio?

20 A. He's a salesman, you know. I wouldn't
21 initiate it, let me put it that way.

22 Q. Did there come a time when Local 853
23 entered into a collective bargaining agreement with
24 the GrandFund?

25 A. Yes.

1 ALOISE

2 Q. That was in 2004; is that correct?

3 A. To the best of my recollection, yes.

4 Q. Did you handle the negotiations for the
5 union?

6 A. I did.

7 Q. And Mr. Bertucio was the executive at the
8 GrandFund that you dealt with?

9 A. Correct.

10 Q. How did that come about?

11 A. As I recall, Ed Logue came to me, said he
12 wanted to have a union contract, wanted to have the
13 protection of a union contract.

14 He was a former IAM official prior to
15 going to work, into sales. So he approached me and
16 asked to put something together.

17 Q. Ed Logue had been with GrandFund for
18 several years at that point; is that correct?

19 A. I don't think so. I think they just got
20 together sometime prior to that. I don't really
21 know the time frame.

22 (Exhibit 8, application for membership in
23 Local 853 from Edward Logue, was marked for
24 identification as of this date.)

25 Q. I'm showing you Exhibit 8, which is

1 ALOISE

2 application for membership in Local 853 dated
3 3/24/04 from Mr. Logue, and it gives his employment
4 date at the GrandFund as 10/96.

5 Do you see that?

6 A. Yeah. I don't think that's possible, but
7 maybe so. I have no idea.

8 Q. But he hadn't just been recently hired; is
9 that correct?

10 A. I don't know. I didn't know that he had
11 gotten hired that early, but may be. I have no
12 idea.

13 Q. Do you know any employee who was hired in
14 2006 at the GrandFund?

15 A. 2006?

16 Q. Yes. I mean, excuse me, 2004.

17 A. No, I don't recall.

18 Q. Did you know that Mr. Bertucio's sister
19 was an employee at the GrandFund?

20 A. Yes.

21 Q. And do you know that she started work
22 March 1, 2004?

23 A. I don't recall seeing that or knowing
24 that.

25 (Exhibit 9, application for membership in

1 ALOISE

2 Local 853 from Lisa Ramsey, was marked for
3 identification as of this date.)

4 Q. Does this refresh your recollection? I'm
5 showing you her --

6 A. It doesn't refresh my recollection. I can
7 see it on the application.

8 Q. So Mr. Logue -- I'm sorry, I interrupted
9 your testimony.

10 Mr. Logue approached you about joining the
11 GrandFund?

12 A. Yes.

13 Q. Excuse me. Joining the Local 853?

14 A. Right.

15 Q. What did you do next?

16 A. We sat down -- I believe it was he and I,
17 and I'm not sure if Vickie Lanini was involved in
18 that at that point. We talked about how they wanted
19 to structure a contract and came up with some ideas.

20 Q. And eventually you sign the contract and
21 Mr. Bertucio signs the contract?

22 A. Correct.

23 Q. And the contract leaves open the rate for
24 commissions; is that correct?

25 A. I think it sets a base and leaves open the

1 ALOISE

2 commissions.

3 Q. It has a salary as the base and then
4 leaves open commission?

5 A. As I recall, yes.

6 Q. And that continued in every subsequent
7 collective bargaining agreement?

8 A. That's correct.

9 Q. And you've negotiated commission rates in
10 other Local 853 contracts; is that correct?

11 A. Correct.

12 Q. Have you ever left open the commission
13 rate in any contract?

14 A. No.

15 Q. Did you speak to Mrs. Ramsey, the third
16 employee at the Local -- excuse me, at GrandFund at
17 all?

18 A. Lisa?

19 Q. Mm-hm.

20 A. I believe we had conversations.

21 Q. Did you speak to her about the contract?

22 A. Not directly.

23 Q. She was the only hourly employee at
24 GrandFund, correct?

25 A. Correct.

1 ALOISE

2 Q. And the three employees were in the
3 initial unit?

4 A. Yes, as I recall.

5 Q. And it stayed that way until the present;
6 is that correct?

7 A. There may have been people that came in
8 and out, but I think at the present there is three.

9 Q. The people may have changed but did the
10 number ever get larger than three?

11 A. I don't recall.

12 Q. There was a new contract negotiated in
13 2007 for five years. Do you recall that?

14 A. Not specifically, but I know that it
15 happened.

16 Q. Was there a vote on that contract?

17 A. My believe they voted on it, yes.

18 Q. When you say "they voted on it," how did
19 they vote?

20 A. It was reported back to me that they took
21 a vote on it.

22 Q. Was anybody at the union at the vote?

23 A. No.

24 Q. Do you do other votes with no union
25 representation?

1 ALOISE

2 A. On occasion.

3 Q. Where?

4 A. A number of companies.

5 Q. Where?

6 A. East Bay Restaurant Supply, a number of
7 small construction companies where the steward will
8 conduct the vote.

9 Q. And who reported back to you on the vote?

10 A. I think it was Vickie Lanini at that time.

11 Q. Now, did you talk to Ms. Ramsey about that
12 contract?

13 A. No -- I don't recall.

14 Q. Do you recall that her wages were less in
15 that contract than they ended up at the conclusion
16 of the first contract?

17 A. No.

18 Q. Why would you have negotiated that?

19 A. I don't know. I don't recall doing that.

20 Q. The current collective bargaining
21 agreement expired; is that correct?

22 A. Correct.

23 (Exhibit 10, e-mail chain between Charles
24 Bertucio and Rome Aloise, the last of which is
25 dated December 22, 2014, was marked for

1 ALOISE

2 identification as of this date.)

3 Q. I'm going to show you what's been marked
4 Exhibit 10. It's an e-mail from 12/22/14, two
5 pages.

6 The top e-mail on the first page is from
7 Mr. Bertucio to you dated 12/22/2014. The bottom
8 e-mail is from you to Mr. Bertucio on December 20,
9 2014. It says, "We need to meet to renew your
10 contract, have actual negotiations and a vote signed
11 into by all the people covered by the contract or I
12 have to disclaim interest. Let's talk during the
13 week."

14 Why did you send that e-mail?

15 A. Because the contract needed to be renewed
16 and I had just read one of your decisions on what
17 you considered an improper contract so I thought
18 we'd better follow these procedures that we don't in
19 a lot of contracts but I thought in this case it
20 made sense.

21 Q. Had you followed those procedures in the
22 past?

23 A. I'd follow them in a lot of contracts.

24 Q. With Mr. --

25 A. Well, we had a vote and -- we didn't sign

1 ALOISE

2 everybody in but we had a vote and we had actual
3 negotiations.

4 Q. Did you have any documentation of the
5 vote, anyway?

6 A. I don't recall. I mean, the 2004 vote,
7 the 2007 vote I don't recall.

8 Q. 2012 vote, did you have documentation?

9 A. We didn't have a vote in 2012.

10 Q. You hadn't had a vote currently?

11 A. Currently, the new contract.

12 Q. But it was the 2012 contract.

13 A. I think it was reported back to me the
14 same way.

15 Q. But did you document it in a file in
16 anywhere?

17 A. I don't recall.

18 Q. If you had and we requested it --

19 A. It would have been in the file that you
20 requested.

21 Q. It would have been produced?

22 A. Would have been produced.

23 Q. I'm showing you what's going to be marked
24 Exhibit 11, which is an application and subscriber's
25 agreement for the GrandFund for Teamsters Benefit

1 ALOISE

2 Trust.

3 Attached to it is also a Teamsters Benefit
4 Trust retirement security supplemental agreement.

5 (Exhibit 11, application and subscriber's
6 agreement along with a retirement security
7 supplemental agreement for Local 853, was
8 marked for identification as of this date.)

9 You signed this on behalf of the Local; is
10 that correct?

11 A. Correct.

12 Q. And that was on 3/4/04, correct?

13 A. That's what it says, yes.

14 Q. And Mr. Bertucio signed for the company?

15 A. Appears to be, yes.

16 Q. And you had three people in the bargaining
17 unit?

18 A. It's what it says, yes.

19 Q. And one noncollectively-bargained employee
20 was to be covered by the agreement; is that correct?

21 A. That's correct.

22 Q. And was it your understanding that was Mr.
23 Bertucio?

24 A. Yes.

25 Q. Did you have discussions with him about

1 ALOISE

2 that?

3 A. I must have. I don't have any specific
4 recollection.

5 Q. Do you have other agreements where you had
6 the owner coverage?

7 A. Yes.

8 Q. Which ones are those?

9 A. I don't know that I can name them all, but
10 I would say that a number of the construction
11 companies, Allied Ready-Mix would be one, a number
12 of the small construction companies and small
13 printing companies.

14 It's not an unusual thing.

15 (Exhibit 12, application and subscriber's
16 agreement and retirement agreement, was marked
17 for identification as of this date.)

18 Q. I'm going to show you what's been marked
19 12, which is the 2007 application and subscriber's
20 agreement application and retirement agreement.

21 In this agreement, which was signed by
22 you; is that correct?

23 A. That's correct.

24 Q. There is no noncollectively-bargained
25 employee coverage; is that correct?

1

ALOISE

2

A. It doesn't show that; that's correct.

3

Q. It says "no," right? Checked "no"?

4

A. Yes, you're right.

5

Q. Do you recall why that occurred?

6

A. No.

7

Q. Did there come a point you learned that

8

Mr. Bertucio joined Local 853?

9

A. Yes.

10

Q. And when did you learn that?

11

A. When you sent the letter to him.

12

Q. Did you have a conversation with him

13

asking him about that?

14

A. He had a conversation with me asking about

15

it.

16

Q. When was that?

17

A. That was around the time he received your

18

letter.

19

Q. What did he say to you?

20

A. He wanted to know what it was about. I

21

said, Well, I'm not sure what why it affects you,

22

you're not a member, and he said, Oh, yes, I am.

23

That was a surprise to me.

24

Q. Should he have been a member?

25

A. Not according to the collective bargaining

1 ALOISE

2 agreement.

3 Q. You want to take a break?

4 A. Sure.

5 (A break was taken.)

6 Q. What is the California Teamsters Public
7 Affairs Council?

8 A. It's our political arm.

9 Q. Is it a pact?

10 A. No -- well, I'm going to say part of it is
11 a pact, yes.

12 Q. What's the other part?

13 A. The other part is our lobby arm.

14 Q. How is it funded?

15 A. It's funded from contributions from both
16 joint councils in the state, so much per member, 15
17 cents, 20 cents a month, something like that.

18 Q. California only has two joint councils
19 right now?

20 A. That's correct.

21 Q. And does the Public Affairs Council have a
22 contract with Local 853?

23 A. Yes.

24 Q. And you're the business agent on that
25 contract?

1 ALOISE

2 A. Yes.

3 Q. Who is covered by that contract?

4 A. The employees of the Council, Barry Broad
5 -- I'm sorry, which contract are you talking about?

6 Q. The pact contract between Local 853 --

7 A. -- and the California Public Affairs
8 Council.

9 Q. I'm sorry, Barry Broad?

10 A. Barry Broad, Marcy Newman. I'm not sure
11 who else.

12 Q. Is Barry Broad a salaried employee?

13 A. As far as I understand. I believe so.

14 Q. He works out of his own law firm; is that
15 correct?

16 A. Well, the law firm is contingent with --

17 Q. Well, the law firm -- he lobbies for many
18 other --

19 A. A lot of other people, that's correct.

20 Q. And he works for a law firm, Broad &
21 Gusman?

22 A. Yes.

23 Q. Is that correct?

24 A. That's correct.

25 Q. And Gusman also does work for the Council;

1 ALOISE

2 is that correct?

3 A. That's correct.

4 Q. But he's not a member; is that correct?

5 A. I don't believe so.

6 Q. And that firm is paid fees by the Council
7 for the work it does?

8 A. Maybe indirectly, but I don't know that we
9 paid specific -- I don't think we're billed by the
10 firm, that I know of.

11 Q. I'm going to show you a record from the
12 California secretary of state. I'll have it marked
13 as Exhibit 13.

14 On the first page for Broad & Gusman is
15 financial client activity and then on the second
16 page for California Teamsters Public Affairs
17 Council, it lists for two years, 2013 and 2014, that
18 it was paid \$192,816.

19 (Exhibit 13, lobbying activity for Broad &
20 Gusman, LLP, was marked for identification as
21 of this date.)

22 A. Well, I'm not aware that it happened like
23 that but it sounds to me that that may be his
24 salary, Barry Broad's salary, that is paid through
25 the law firm. I'm not aware that they handle it

1 ALOISE

2 that way.

3 Q. You don't know how -- I mean, is it fair
4 to say you don't know mechanics of how he's paid?

5 A. I know we pay a certain amount of money
6 for his services from SIPAC. I don't know how he is
7 paid from Broad & Gusman.

8 Q. The check from SIPAC, does it go to Broad
9 & Gusman?

10 A. I don't sign them, so I don't know.

11 Q. So -- and as an employee, does he have
12 work hours?

13 A. I don't think he has specific work hours.

14 Q. Does he work out of his firm or is there
15 space for him at the Council?

16 A. I believe he has an office at the
17 California Public Affairs Council.

18 Q. And he also has his own firm?

19 A. Yes.

20 Q. When you were communicating with him,
21 where do you communicate with him at?

22 A. I call him mostly on the cell phone. If I
23 call the office, I call him at the California Public
24 Affairs Council.

25 Q. And if you send him an e-mail, where would

1 ALOISE

2 you send it to? To his firm e-mail --

3 A. I don't know what his e-mail is. It pops
4 up automatically, so I don't know what it says.

5 Q. Vickie Lanini, how frequently are you in
6 contact with her, just, say, in 2014?

7 A. Ten times -- I don't know.

8 Q. Ten times a week?

9 A. No, no. Ten times a year, 15 times a year
10 -- I don't know.

11 Q. That includes seeing her and phone and
12 e-mails?

13 A. As far as I know, yes.

14 Well, I don't know if I add e-mails and
15 seeing her, but I don't know. I have no idea to
16 quantify it.

17 Q. Does she come to the Local 853 offices?

18 A. On occasion.

19 Q. And do you know how frequently?

20 A. No.

21 Q. Why did she come to the offices?

22 A. Well, she's attended union meetings there,
23 steward seminars, but I think she comes in her
24 capacity as a salesperson.

25 Q. Was she selling to the Local?

1 ALOISE

2 A. Well, she represents GrandFund but she
3 works with all the different funds, the healthcare
4 fund or the prescription fund or whatever they
5 represent. She kind of works on that situation.

6 Q. I understand, but who would she be seeing
7 at the Local about the Fund business?

8 A. Well, me or some other trustee.

9 Q. And who else, trustees at the Local?

10 A. Bob Strelo and Bo Morgan are trustees on
11 another plan, Teamsters Managed Trust.

12 Q. What is that plan?

13 A. It's an HMO plan, basically offers Kaiser
14 and I'm not sure who else now -- used to be United
15 Healthcare -- and dental care, vision care. It's a
16 health and welfare trust fund.

17 (Exhibit 14, e-mail chain, the last of
18 which is dated February 3, 2012, was marked for
19 identification as of this date.)

20 Q. Let's have this marked as an exhibit.

21 I'll show you a two-page e-mail. The top
22 e-mail on the first page is from you on February
23 3rd, 2012 to laninicreekside@aol.com and
24 tclizbe@hmcebs.com.

25 Take your time to read that, please.

1 ALOISE

2 A. Okay.

3 Q. The bottom e-mail is from Tera Clizbe to
4 Vickie Lanini dated February 1st, 2012 describing
5 some pricing on the plan that she is proposing.

6 The second e-mail is from Lanini to you
7 saying "If you have a minute, can you read this
8 before your trust meeting on Friday. I want to make
9 sure Jim R. explains properly."

10 Who is Jim R.?

11 A. Jim Ryan. He works for Rail & Lipson who
12 is our benefits consultant on the trust.

13 Q. Do you know what plan this was for?

14 A. TBT.

15 Q. That was the trust. What was the type of
16 service being offered?

17 A. They offered -- it's described in the
18 e-mail here, a review of total population, what I
19 described earlier, wellness, HMO, diabetes
20 management, heart management, whatever.

21 Q. And the top e-mail says, "After a
22 significant battle, Tera is getting the business.
23 You both owe me."

24 You supported this plan at the --

25 A. Yes.

1 ALOISE

2 Q. -- trustees meeting?

3 A. Yes. It was cheaper than the one we had
4 in place.

5 Q. Why are you telling them that they owe
6 you?

7 A. I was kidding.

8 Q. You didn't think they owed you something
9 back?

10 A. No. They both -- I have known Tera since
11 she was 2 years old, so no.

12 (Exhibit 15, e-mail from Rome Aloise to
13 Vickie Lanini dated April 11, 2012, was marked
14 for identification as of this date.)

15 Q. I'm showing you what's been being marked
16 as Exhibit 15, which is a one-page e-mail dated
17 April 11 from you to Lanini, re: JR Hoffa.

18 In the first e-mail Lanini is reporting on
19 April 11th that she spoke to Tera and she confirmed
20 that "HMC, her parent company, has donated to the
21 event and an ad and a couple of golfers."

22 Why is she reporting that to you?

23 A. I think I might have asked her if they're
24 doing anything for the James R. Hoffa. I don't
25 recall doing it, but I'm assuming that's what it's

1 ALOISE

2 about.

3 Q. You would have asked Lanini or you would
4 have asked Tera?

5 A. I would have asked Lanini.

6 Q. Why would you have asked Lanini if Tera --

7 A. Because they're friends and they talked
8 often, and Lanini is on the committee or attends
9 committee meetings, so I figured that would be
10 something that would be more -- I don't have time to
11 do it, or frankly, the inclination.

12 Q. Do you expect vendors to the funds to make
13 contributions to the scholarship fund?

14 A. I don't know if I'd use the word "expect."

15 Q. What word would you use?

16 A. It's generally something that they do for
17 the scholarship fund.

18 You asked earlier if we have a list of who
19 we talk to, that's part of that process.

20 Q. Do you keep that list at the office or is
21 that at the scholarship fund?

22 A. I get rid of it, frankly.

23 Q. Did you ever tell anybody it was expected
24 that they make a contribution in order to do
25 business?

1 ALOISE

2 A. Never. I'm very uncomfortable doing that.

3 (Exhibit 16, e-mail chain between John
4 Slatery and Rome Aloise, the last of which is
5 dated September 24, 2013, was marked for
6 identification as of this date.)

7 Q. I'm showing you what's been marked Exhibit
8 16. It's a two-page e-mail. The top e-mail is from
9 John Slatery to himself dated September 24, 2013.

10 The first e-mail is an e-mail from a
11 person who works for the Alaska Teamster Pension and
12 Health and Welfare Fund and among the things that
13 you request of Mr. Slatery is a contact person at
14 HMC Health Works.

15 Mr. Slatery forwards this to you on
16 September 23rd asking "How are we with HMC?" What
17 was his concern there?

18 A. I guess he wanted to know if they were
19 performing what they should do and doing it well.

20 Q. Was there any issue with any Teamsters
21 about HMC?

22 A. No. Not that I'm aware of.

23 Q. And then your response is "As long as my
24 person gets the credit, I have no problem."

25 What did you mean by that?

1 ALOISE

2 A. There was somebody else within this
3 company that was attempting, after the fact, to take
4 credit for getting the presentation to the IBT VEBA
5 fund is what I think this is about. I don't recall
6 specifically.

7 Q. Well, this is about getting business for
8 the Alaska fund, right?

9 A. I don't recall that at all. I mean, I'm
10 not sure that one has something to do with the
11 other. Maybe, maybe not, I don't know.

12 But there was another time where there was
13 some beef going on between the two salespeople of
14 who should get the credit for the contact.

15 Q. And by "credit," you mean the financial
16 reward within their own company?

17 A. I don't know if it's financial reward or
18 they get goody points or whatever it was.

19 Q. But in your experience it would be a
20 commission, is that right, for a salesperson?

21 A. Some companies pay noncommission. I don't
22 know. I have no idea.

23 Q. And he asked who is your person, Tera,
24 Jan? Who is Jan? Did you know?

25 A. No, I don't know who he is referring to

1 ALOISE

2 there.

3 Q. And then you get back "Tera Chrisby,"
4 which is sort of the phonetic spelling,
5 C-H-R-I-S-B-Y.

6 So she was your person at that fund?

7 A. Yes. She was my contact person. Like I
8 said, I have known her since she was 2 years old.

9 Q. How did you know her since she was 2?

10 A. I worked with her father.

11 Q. Was he a Teamster?

12 A. No. He was an IOW official.

13 (Exhibit 17, e-mail chain, the last of
14 which is dated March 5, 2013 from John Slatery
15 to Rome Aloise, was marked for identification
16 as of this date.)

17 Q. I'm showing you what's been marked 17.
18 It's a three-page e-mail. The top e-mail is from
19 you to Mr. Slatery dated March 5, 2013 at 7:32 p.m.

20 The first e-mail that Mr. Slatery forwards
21 on is from him to Ken Hall discussing a proposed
22 endorsement letter for HMC that John Coli was
23 recommending.

24 Mr. Coli is now the International vice
25 president; is that correct?

1 ALOISE

2 A. Right.

3 Q. Mr. Slatery forwards this to you with no
4 message. Do you know why he forwarded this to you?

5 A. Well, I'm the co-chairman of this
6 committee.

7 Q. Of what committee?

8 A. The Benefits Committee and of VEBA.

9 Q. Who is your co-chairman?

10 A. Ken Hall.

11 Q. It's up to the committee to decide who
12 gets endorsement letters?

13 A. The committee reviews, yes, reviews
14 proposals and decides.

15 Q. And then you give him instructions for the
16 next committee meeting?

17 A. Yes.

18 Q. And then he says "Maybe UNITY." Is that
19 the UNITY Conference?

20 A. Yes.

21 Q. Does the committee hold meetings at the
22 UNITY Conference?

23 A. Usually one of the quarterly meetings is
24 held there.

25 Q. And then you put "2018." What was the

1 ALOISE

2 "2018" for?

3 A. Because I didn't want to ever hear it
4 because of that issue I was telling you about
5 earlier.

6 Q. This is the credit issue?

7 A. Yes, who got credit for the deal.

8 Q. Did Mr. Coli have --

9 A. His buddy.

10 Q. He had a candidate?

11 A. He had a candidate.

12 Q. Do you recall that candidate's name?

13 A. No, I have no idea.

14 (Exhibit 18, e-mail chain, the last of
15 which is from Dave Hawley to Rome Aloise dated
16 February 4, 2013, was marked for identification
17 as of this date.)

18 Q. I'm showing you an e-mail marked February
19 4th, 2013 from Dave Hawley to you. It's a one-page
20 e-mail chain.

21 Mr. Hawley is asking you for a
22 Prescription Solutions -- this is in February 2013.
23 Were they still around? Was it still Prescription
24 Solutions then?

25 A. I think people use the names

1 ALOISE

2 interchangeably, you know. That's what I call them.
3 I still have problems calling them -- I think, you
4 know, they use it interchangeably.

5 Q. Your understanding is that Optum is
6 essentially owned differently but the same company?

7 A. Yes.

8 Q. And you sent this on to Lanini asking her
9 to contact Mr. Hawley. Why did you do that?

10 A. Because she represents the prescription
11 drug company.

12 Q. Why wouldn't you send it to the
13 prescription drug company yourself?

14 A. Because I don't really deal directly with
15 them. I try to limit my dealings.

16 Q. If you dealt with them, could you bargain
17 a better price because you cut out a brokerage fee?

18 A. I think I can -- I'll bargain anybody.

19 Q. I'm sure --

20 A. I have no idea. Frankly, I don't have the
21 time.

22 Q. But on some of the larger transactions
23 where the fee is several million dollars --

24 A. I guess, if we cut out middlemen and
25 everything, we would be able to do something

1 ALOISE

2 cheaper, but it's never been done.

3 Q. It hasn't been done? That's not a
4 negotiating step?

5 A. No, not that I'm aware of.

6 Q. Who is Darrell?

7 A. Darrell is a trustee. He's a retired
8 union official now from Teamsters Local 431 but he's
9 still a trustee on this particular plan.

10 Q. What is his concern? Why would he murder
11 Ms. Lanini?

12 A. Because he has a close relationship with
13 the incumbent fund, Well Dyne.

14 Q. Earlier you mentioned Gabriel Lanini. He
15 is Vickie Lanini's son?

16 A. Yes.

17 Q. And you said he is also an account
18 executive at United Healthcare?

19 A. I believe he was. I'm not sure he's still
20 there.

21 Q. Was he there in 2012, 2013?

22 A. I don't recall. Perhaps.

23 Q. Did United Healthcare do business with any
24 of the funds you are a trustee on?

25 A. Yes.

1 ALOISE

2 Q. And did it go back to 2009 or --

3 A. For a long, long time, whatever their
4 predecessor company was.

5 Q. What did they provide?

6 A. Medical benefits. They're an HMO.

7 Q. They're an HMO.

8 I'm showing you a three-page e-mail chain.
9 On the top page it's from you to laninicreekside,
10 re: Tim Boyce. The date is December 4th, 2012.

11 (Exhibit 19, e-mail chain, the last e-mail
12 of which is dated December 4, 2012 from Rome
13 Aloise to Vickie Lanini, was marked for
14 identification as of this date.)

15 Who is Tim Boyce?

16 A. My stepson.

17 Q. In the first e-mail, is the "Deb" referred
18 to your wife?

19 A. Yes.

20 Q. So you're asking Ms. Lanini to get
21 information concerning the ending of the insurance,
22 medical insurance for your stepson from United
23 Healthcare; is that correct?

24 A. He was having some problems with billings,
25 yes.

1 ALOISE

2 Q. You weren't either the policyholder or the
3 beneficiary?

4 A. No.

5 Q. And you could not have gotten that
6 information directly from the company; is that
7 correct?

8 A. Right, because of HIPAA regulations.

9 Q. Now, she involves her son Gabriel who
10 works at United Healthcare to track down the
11 information and they get it back to you.

12 Was this a personal favor?

13 A. I guess -- I don't consider it a personal
14 favor. I wouldn't characterize it as that.

15 Q. How would you characterize that?

16 A. As a request for information.

17 Q. Well, why would they give it to you when
18 you couldn't get it directly from their employer?

19 A. Well, I don't believe they ultimately gave
20 me anything. I think they worked it out, whatever
21 it was.

22 I don't think they gave it to me. I
23 brought to their attention a problem.

24 Q. I think if you read the e-mail you will
25 see they give you information concerning your son's

1 ALOISE

2 policy and its status, your stepson's.

3 A. I don't see where they gave me any
4 information.

5 (Exhibit 20, e-mail chain, the last of
6 which is dated December 12, 2012 from Rome
7 Aloise to Vickie Lanini, was marked for
8 identification as of this date.)

9 Q. I have this marked Exhibit 20. It's a
10 two-page e-mail.

11 The bottom e-mail is from Gabriel Lanini
12 to Vickie Lanini concerning "Hey" which is then
13 forwarded to Mr. Aloise. The top e-mail is from Mr.
14 Aloise to Ms. Lanini or laniniecreekside@aol.com,
15 12/12/2012.

16 Would you take a look, please.

17 A. Okay.

18 Q. Does that e-mail confirm that they gave
19 you information?

20 A. Yes.

21 Q. Who is Lee Hager?

22 A. He is an executive with Southern Wine &
23 Spirits.

24 Q. Is he located in California?

25 A. Miami.

1 ALOISE

2 Q. Is that where the headquarters is?

3 A. Yes.

4 Q. And who is Bob Burg?

5 A. An executive for Southern Wine & Spirits.

6 Q. Is he also located in Miami?

7 A. I believe so.

8 Q. Now, you're currently the BA for Southern
9 Wine & Spirits; is that correct?

10 A. Yes.

11 Q. How long have you been a BA for them?

12 A. Since their existence in the Local. I'd
13 say since '92, probably.

14 Q. Did you organize them?

15 A. Yes.

16 Q. Were they a merged company or --

17 A. They originated in Miami but they've
18 gobbled up a number of liquor companies in New York,
19 Charmer and Peerless and all of that. They're a
20 conglomeration now of a number of wholesalers.

21 Q. I'm showing you an eight-page e-mail. The
22 top page is from Stuart Korshak to you. The subject
23 is "SWS California." There is one attachment, Labor
24 Summit agenda, and it's dated March 6, 2013.

25 There is handwriting on the page, "8

1 ALOISE

2 pages." That's my handwriting.

3 (Exhibit 21, e-mail chain, the last of
4 which is dated March 6, 2013 from Stuart
5 Korshak to Rome Aloise, was marked for
6 identification as of this date.)

7 Do you remember receiving this e-mail?

8 A. Not specifically.

9 Q. Who is Mr. Korshak?

10 A. He's an attorney.

11 Q. Who he is an attorney for?

12 A. Southern Wine & Spirits, amongst other
13 companies.

14 Q. Who else does he represent?

15 A. Young's Market Company, a lot of sports
16 venues across the country, a lot of the casinos.

17 Q. Any other companies that the IBT deals
18 with other than Young's?

19 A. Iron Mountain, Young's Market Company,
20 some of the casinos, Indian casinos in California.

21 Q. In this e-mail he forwards to you internal
22 e-mails between him and his clients and between him
23 and people in his law firm.

24 Had he done this before?

25 A. Not generally. Sometimes he will forward

1 ALOISE

2 something that somebody writes but nothing that I
3 would consider confidential.

4 Q. Well, this discussed their strategy in
5 dealing with you. Do you think that was
6 confidential for the company?

7 A. I don't know. You'd have to ask him. I
8 didn't consider it confidential.

9 Q. Why would he forward it to you?

10 A. Well, because we have a -- so that I could
11 probably could get the insight of what they were
12 thinking about and what they were doing.

13 Q. Did you have any arrangement for him to
14 break confidentiality -- excuse me, forward you
15 internal material?

16 A. No.

17 Q. Did you pay him anything to do it?

18 A. No.

19 (Exhibit 22, e-mail chain, the last of
20 which is dated March 13, 2013 from Stuart
21 Korshak to Rome Aloise, was marked for
22 identification as of this date.)

23 Q. I'll show you what's been marked as
24 Exhibit 22.

25 I show you an e-mail from Korshak to you,

1 ALOISE

2 re: SWS Tracy, dated March 13, 2013 and it's seven
3 pages.

4 The top e-mail is "FYI. Read this whole
5 thing for background and then delete, please."
6 Since we got it from your e-mail system, you
7 obviously didn't delete it.

8 A. Obviously.

9 Q. Do you know why he wanted you to delete
10 this?

11 A. I don't know why. Maybe he felt
12 uncomfortable sending it to me; I have no idea.

13 Q. Did you read it?

14 A. I probably read it at the time.

15 Q. And Tracy was an issue you were
16 negotiating with Southern?

17 A. Yes.

18 Q. Other than the connection with Tracy, had
19 he done this on other occasions?

20 A. Not necessarily. I always assumed that
21 the client knew he was forwarding me this stuff. I
22 never really thought about it, frankly.

23 (Exhibit 23, e-mail dated April 6, 2013
24 from Rome Aloise to Bob Strelo, was marked for
25 identification as of this date.)

1 ALOISE

2 Q. I'm showing you what's been marked as
3 Exhibit 23. It's an e-mail from you dated April 6,
4 2013 to Bob Strelo, subject: Wednesday, April 10th.

5 Do you recall what was happening on April
6 10th?

7 A. Not specifically, no.

8 Q. It says "Now that I forced the issue,"
9 what issue was that?

10 A. That's the issue of having people at
11 Tracy. Tracy was an overflow warehouse that they
12 had not utilized in this manner before. It was
13 operated by National Southern Wine & Spirits, not by
14 California Southern Wine & Spirits, which they run
15 as separate entities.

16 So this was, frankly, a stupid idea by
17 Bobby Burg to have this national overflow warehouse
18 where he would ship all over the country when there
19 was an overflow from California, from Tracy.

20 And they used a third-party vendor, not
21 any longer. We just finished it in this current
22 negotiation, so it will be run by Southern now.

23 Q. Geographically, Tracy, where is it in
24 California?

25 A. It's 70 miles from San Francisco, east.

1 ALOISE

2 Sixty miles. Something like that.

3 Q. So it's within your Joint Council
4 geographic area?

5 A. Yes.

6 Q. And "the three guys," you negotiated that
7 they would hire three members?

8 A. They wanted foremen which were foremen in
9 the Union City warehouse so that in the event that
10 they decided to keep continuing operating this, they
11 would have somebody that actually knew what they
12 were doing.

13 Everybody else worked for a third-party
14 contractor.

15 (Exhibit 24, e-mail dated April 8, 2013
16 from Rome Aloise to Mark Covey, was marked for
17 identification as of this date.)

18 Q. I'm show you what's been marked as Exhibit
19 24. It's an e-mail from you to Mr. Covey dated
20 April 8, 2013.

21 Mr. Covey is your cousin; is that correct?

22 A. That's correct.

23 Q. And he was out of work at this time; is
24 that right?

25 A. That's right.

1 ALOISE

2 Q. And he was seeking your assistance in
3 finding a job; is that correct?

4 A. I should note that he's been a member of
5 the union since 1977, I think, so he's also a union
6 member.

7 Q. Right. But there were other unemployed
8 union members at that time?

9 A. Every day, I would assume.

10 Q. Did you ask Gillig or Southwest for
11 employment?

12 A. We referred them there.

13 Q. You referred them, but did you personally
14 ask?

15 A. I may have.

16 Q. My question is, did you personally ask
17 those two employers at that point to hire him?

18 A. At this specific time?

19 Q. This time period.

20 A. No. I don't recall.

21 Q. You ask him did he hook up with SWS. By
22 "SWS," do you mean Southern Wine & Spirits?

23 A. Yes.

24 Q. Had you spoken to him about Southern Wine
25 & Spirits before this?

1 ALOISE

2 A. I think I probably told him to go online
3 and file an application.

4 Q. Had you spoken to anybody else about him
5 working there at this point?

6 A. I might have mentioned it to Bob Strelo.
7 I'm sure I did at some point. I don't know at that
8 point.

9 Q. Mr. Strelo is an employee of Local 853?

10 A. That's correct.

11 Q. Is he currently the president?

12 A. That's correct.

13 Q. Was he president then?

14 A. I believe so.

15 Q. You have, other than the trustees, the
16 full-time officers or business agents, also?

17 A. Not -- all the full-time officers, yes.
18 There is only three full-time officers.

19 Q. The recording secretary is not a full-time
20 officer?

21 A. The recording secretary, the president and
22 the secretary treasurer are the only three bylaws
23 recording full-time officials.

24 Q. Whom am I missing?

25 A. You might think the vice president, but

1 ALOISE

2 that's another full-time job.

3 Q. In your Local is he?

4 A. The vice president is a full-time job but
5 he's an appointed business agent. He's an elected
6 vice president but he's an appointed business agent.

7 Q. And the other three positions, being a
8 business agent is part of their duties as an
9 officer?

10 A. That's the bylaws, in the bylaws, yes.

11 (Exhibit 25, expense documentation form
12 for Rome Aloise, was marked for identification
13 as of this date.)

14 Q. I'm showing you Exhibit 25, which is a
15 Local 853 expense documentation form for yourself
16 dated 4/10/13 and it lists purpose of meeting and
17 underneath is "explanation: Negotiations-SWS" and
18 attending were Steeno, Korshak and Carbone,
19 C-A-R-B-O-N-E.

20 A. He pronounces his name Carbone.

21 Q. Who is Mr. Carbone?

22 A. He was a business agent for the
23 salespersons. He's now deceased.

24 Q. At that time he was one of your employees?

25 A. Yes.

1 ALOISE

2 Q. What was this negotiations about?

3 A. I'm not sure. It could have been about a
4 number of things. It could have been about, at that
5 time we were organizing the DSD salespeople and some
6 merchandisers.

7 Could have been about Clizbe. I don't
8 recall specifically.

9 Q. What's a DSD salesperson?

10 A. Direct sales. They're like farm club for
11 liquor salesmen. They get paid on a salary plus a
12 very small commission base.

13 Q. So they have a different contract rate
14 than salespeople?

15 A. Completely separate contract. Until this
16 period of time they were unorganized.

17 Q. And were you organizing them just for 853
18 or were you organizing them on a broader base?

19 A. Statewide.

20 Q. Statewide?

21 A. I chair the statewide negotiations for
22 Liquor.

23 Q. For Liquor?

24 A. Yes.

25 Q. And besides SWS and Young's, are there any

1 ALOISE

2 other companies?

3 A. There are but not in that negotiations.

4 (Exhibit 26, e-mail chain, the last of
5 which is dated May 14, 2013 from Rick Kracoff
6 to Rome Aloise, was marked for identification
7 as of this date.)

8 Q. I'll show you an e-mail chain. The top is
9 from Mr. Kracoff to you, dated May 14, 2013. There
10 are three pages.

11 In the first e-mail Mr. Kracoff discusses
12 who will be present in the morning for Southern and
13 Young's and then he tells you that Tom Steeno will
14 be there.

15 Who is Mr. Steeno again, I'm sorry?

16 A. He was a director of operations for
17 Southern Wine or vice president of operations.

18 Q. Was that for Southern Wine California --

19 A. California.

20 Q. And you reply "If Steeno doesn't hire Mark
21 Covey, I might not show up." What was the purpose
22 of the meeting?

23 A. I think it was -- seems to be might have
24 been DSD negotiations or getting ready for the card
25 check for DSD.

1 ALOISE

2 Q. Is that a meeting you would normally
3 attend?

4 A. I probably wouldn't necessarily attend the
5 card check, but I might.

6 Q. Bob Strelor, he is also a business agent
7 for Southern, right?

8 A. But he wasn't, not for these people. Bob
9 handles the hourly employees.

10 Q. How many BAs do you have for Southern now?

11 A. Today?

12 Q. Yes.

13 A. Bob and a new business agent named Steve
14 Beck.

15 Q. And in 2013 you had yourself, Bob and --

16 A. I mean I'm always assigned to it.

17 Q. You're always --

18 A. Yeah. Three, if you count me.

19 Q. So you have one for the salespeople and
20 Bob for the hourly people?

21 A. Yes.

22 (Exhibit 27, expense documentation form
23 for Rome Aloise, was marked for identification
24 as of this date.)

25 Q. I show you an expense documentation form

1

ALOISE

2 from Local 853 dated 5/29/13 for Rome Aloise. The
3 form has Mr. Steeno, Mr. Korshak and Mr. Kracoff
4 present at the negotiations with Y --

5 A. YMCO.

6 Q. YMCO?

7 A. That's Young's Market Company.

8 Q. And SWS?

9 A. Right.

10 Q. At the Hilton. What were these
11 negotiations about?

12 A. Probably discussions about the DSD sales.

13 Q. So you're representing the California
14 Locals and --

15 A. Right.

16 Q. Do Young's and Southern negotiate
17 together?

18 A. Yes.

19 Q. They have the same contract?

20 A. Yes, generally speaking. There are some
21 separate entities, but, generally speaking, yes.

22 Q. How long did the DSD negotiations continue
23 for?

24 A. I don't -- I do a thousand things, so I
25 don't know. Maybe six months. I have no idea. I

1 ALOISE

2 don't have a recollection.

3 Q. On VEBA trusts you aren't set over
4 specific committees for the trust; is that right?

5 A. Yes.

6 Q. So as a trustee you essentially do what?
7 Attend the meetings?

8 A. Attend the meetings, quarterly meetings.
9 Attend by phone, telephonically or whatever.

10 Q. And being on the meetings gives you
11 specific responsibility?

12 A. From what?

13 Q. From being just a trustee.

14 A. There are five trustees on the committee.
15 It gives me different responsibilities than what
16 another International vice president might have
17 that's not on the committee, but it doesn't give me
18 any different responsibilities than those five
19 people that are there as well.

20 Q. I probably didn't phrase it right.

21 You all have the same fiduciary
22 responsibilities as trustees --

23 A. Yes.

24 Q. -- is that correct?

25 A. Yes.

1 ALOISE

2 Q. But in terms of helping administer the
3 trust or interacting with staff on issues, is it any
4 different for you being on the particular committee
5 than it is for a trustee who is not on that
6 committee?

7 A. I think the committee and the trusts are
8 one and the same. There may be some -- if there was
9 a specific special committee or something, then I'd
10 say yes.

11 Q. There are no special committees?

12 A. Not that I know of.

13 Q. Well, there are no investments for VEBA?

14 A. Not for VEBA, for the sub. But no, there
15 is not a specific committee. It's not the same size
16 and magnitude as the Western Conference.

17 Q. What makes up the VEBA trust?

18 A. I'm not sure what makes it up. What you
19 are saying --

20 Q. For example, in the VEBA trust you have
21 the IBT staff?

22 A. Yes.

23 Q. Is that a separate plan within the trust?

24 A. Well, the staff plan is not in VEBA. TBT
25 covers the staff plan.

1 ALOISE

2 Q. So TBT is covered by --

3 A. TBT is the health fund and the staff at
4 IBT has a plan with them.

5 Q. So what's covered by VEBA?

6 A. By VEBA?

7 Q. Yes.

8 A. Basically its function is to promote
9 recommended funds to mostly small trust funds
10 because there is 174 health funds within the --
11 maybe -- that's 174 pensions, 230-something health
12 funds.

13 A lot of them are small, 5,000 people, so
14 they have problems negotiating decent rates. So
15 it's another attempt to combine our buying strength,
16 except in this case nobody is obligated to buy
17 anything. It's just offered to them.

18 Q. That's the voluntary employee part?

19 A. Correct.

20 Q. But it's the funds that are voluntary? I
21 may be totally confusing it.

22 A. Participation is totally voluntary.

23 Q. But the participants are the funds?

24 A. Yes.

25 Q. For example, TeamsterRX, individuals don't

1 ALOISE

2 participate but through separate funds?

3 A. The trust funds are the participants.

4 Q. The trust funds?

5 A. Yes, correct. No individuals participate.

6 That's correct.

7 There are different types of VEBAs. The
8 UAW just set up giant VEBAs for their pension and
9 healthcare and they operate as a trust fund, so it
10 is kind of a catch-all.

11 Q. Do you ever separate VEBA funds in
12 California?

13 A. Not that I know of. Not with Teamster,
14 anyway.

15 Q. Now, did there come a time in 2013 when
16 you learned as a trustee that they were going to
17 request for proposals in connection with VEBA's
18 trusts?

19 A. I think the trustees decided to do that,
20 correct.

21 Q. What were they going to be for?

22 A. At least the RX business. I don't know if
23 we did any others, I don't recall, but at least the
24 RX business.

25 Q. There was social security?

1 ALOISE

2 A. The PBM business.

3 Q. What does "PBM" stand for?

4 A. Prescription management

5 something-or-other. I don't know.

6 MR. MCDONALD: Benefit manager.

7 A. PBM, prescription benefit manager. You're
8 right.

9 Q. Pharmacy benefits manager?

10 A. Yeah, whatever.

11 Q. Whatever. But they both were for
12 TeamsterRX and for Part D?

13 A. Well, Part D is a little bit of a
14 different animal, but yes.

15 Q. But essentially --

16 A. Yes. We run the Part D through VEBA. And
17 in that, individuals do participate in that
18 particular Part D.

19 Q. They have the option?

20 A. Yes. It's a voluntary thing.

21 Q. And did there come a time when you learned
22 that Cheiron was going to be the actuary for the
23 trust?

24 A. Actuary consultant, yes.

25 Q. And that was something, also, that the

1 ALOISE

2 trustees voted on?

3 A. Correct.

4 Q. What was going to be your role as a
5 consultant?

6 A. Basically to deal with the different
7 proposals, construct RFPs and they gave us advice
8 and counsel.

9 Q. What was John Slatery's role going to be
10 with RFPs?

11 A. He is the benefits director of the IBT, so
12 I think he oversees the construction of the RFPs.

13 Q. And Optum was the incumbent provider for
14 both?

15 A. Yes.

16 Q. Both the social security part and the
17 TeamsterRX, correct?

18 A. Correct.

19 Q. And how long had they been the provider?

20 A. Well, through their predecessor, whatever
21 they were called before, for some time. I can't
22 give you a specific amount of time.

23 Q. I'll show you an e-mail from Slatery to
24 you. Is it Slatery or Slatery?

25 A. Slatery.

1 ALOISE

2 Q. From Slatery to you, April 10, 2013.

3 (Exhibit 28, e-mail dated April 10, 2013
4 from John Slatery to Rome Aloise, was marked
5 for identification as of this date.)

6 He is requesting you to "authorize OptumRX
7 to release TBT drug data to Cheiron for the
8 RFP."

9 The "RFP" stands for request for proposal?

10 A. Yes.

11 Q. "It would really help things."

12 Did you have discussion with him about
13 this issue?

14 A. I probably did, yes.

15 Q. And what did you decide in your role as
16 trustee?

17 A. I told him no.

18 Q. And why was that?

19 A. Because I didn't want Cheiron to have the
20 information.

21 Q. Why was that?

22 A. Because I'm very parochial about the trust
23 fund and it's not a company that I deal with on a
24 regular basis. I don't know what they're going to
25 use it for other than that.

1 ALOISE

2 Q. What type of information would have been
3 involved?

4 A. Well, you know what I just figured out?
5 It's not this chair. It's me. I am putting my knee
6 back and it's a very sensitive thing. It's my
7 fault.

8 It would have what our costs were, what
9 our rebates are, that type of information. It
10 wouldn't be in the HIPAA-controlled information but
11 that type of stuff. The numbers of participants and
12 that stuff.

13 Q. But if Cheiron was hired to assist the
14 other treasurer or trustee on, would it benefit that
15 trust to have this information in the process?

16 A. They had other evidence to get the
17 information. They didn't need mine.

18 Q. Did you discuss with Optum whether you
19 should release that information?

20 A. No.

21 Q. Did you discuss that with Mr. Bertucio?

22 A. No.

23 (Exhibit 29, e-mail chain, the last of
24 which is dated May 7, 2013 from Rome Aloise to
25 John Slatery and Nora Johnson, was marked for

1 ALOISE

2 identification as of this date.)

3 Q. I show you a two-page e-mail chain.

4 The top e-mail is Tuesday, May 7, 2013.

5 It's from you to Slatery, re: De-identified data for

6 IBT staff H&W fund. The bottom e-mail is from

7 Slatery to you, nora@lipman.com.

8 Who is Nora?

9 A. Nora is the administrator of Teamsters
10 Benefits Trust.

11 Q. What's her last name?

12 A. Johnson.

13 Q. What company does she work for?

14 A. Lipman Insurance Company.

15 Q. So they're your third-party
16 administrators?

17 A. Yes.

18 Q. And you're CCed on that.

19 You write, "We have no interest in giving
20 Cheiron any information," which is what you just
21 discussed previously; is that right?

22 A. That's correct.

23 Q. And Slatery says it's only for the staff
24 plan. How many people were in the staff plan?

25 A. Four hundred. It's everybody that works

1 ALOISE

2 with the IBT.

3 Q. And how many are in the rest of the IBT?

4 A. Eighteen thousand, 20,000.

5 Q. Are they segregated out?

6 A. Segregated completely.

7 Q. Is it different benefits?

8 A. Yes. The TBT has seven or eight different
9 levels of benefits and we have one or two of those
10 that are specific-industry plans that you negotiate
11 as an industry, and Teamsters Benefit Trust is their
12 -- I mean, the International plan has its own, we
13 call it the IBT plan, because they're all benefits.
14 They were self-insured prior to coming to us.

15 Q. You're also a trustee on the family plan.
16 Is the family plan closed?

17 A. No.

18 Q. Who is in the family plan?

19 A. All the IBT employees, full-time
20 employees.

21 Q. All work for the International or --

22 A. All work for the International. It has
23 nothing to do -- the one that has something to do
24 with the affiliates is the TAP plan, and that has
25 closed.

1 ALOISE

2 Q. What is the difference between the staff
3 plan and the family plan?

4 A. The family plan is pension.

5 Q. Oh. Thank you.

6 (Exhibit 30, text message from (510)
7 207-3164 to (510) 915-6430, was marked for
8 identification as of this date.)

9 Q. I show you a text message from (510)
10 207-3164 to (510) 915-6430. Do you --

11 A. Why does it say "chief investigator's
12 office" on it.

13 Q. Because when we receive documents and we
14 print them --

15 A. I'd just like to know if you are getting
16 my e-mails. I learned my lesson already.

17 Q. We did get them from you. When we print
18 them up on our system, it prints them up like this.

19 So the bottom number is your number; is
20 that correct?

21 A. That's correct.

22 Q. Do you recognize the top number?

23 A. I don't, but I think it's Charlie
24 Bertucio's. I don't recognize it but I have seen
25 this e-mail recently -- text.

1 ALOISE

2 (Exhibit 31, e-mail dated March 12, 2013
3 from Chas Bertucio to Geoffrey Piller, was
4 marked for identification as of this date.)

5 Q. If you look at Exhibit 31 at the bottom,
6 you will see a number identified at the bottom as
7 Mr. Bertucio's number. That's the same?

8 A. Right.

9 Q. Do you recall going to dinner with Mr.
10 Slatery and Mr. Bertucio?

11 A. No, I did not. I didn't go.

12 Q. This was during the UNITY Conference; is
13 that right?

14 A. I'm assuming.

15 Q. By the dates?

16 A. By the dates, right.

17 Q. That would be in Las Vegas?

18 A. Yes.

19 Q. Do you know who's in his gang?

20 A. I'm assuming his employees.

21 Q. Did you discuss with Mr. Slatery this
22 dinner?

23 A. Not that I recall.

24 Q. Did you discuss it with Mr. Bertucio?

25 A. No, not that I recall.

1 ALOISE

2 Q. If you look at the other e-mail, the one
3 we used to identify the phone number --

4 A. Yes.

5 Q. -- that's from Mr. Bertucio to Mr. Piller,
6 CCing you and Ms. Lanini, re: Opportunity for health
7 funds.

8 Mr. Piller was a lawyer for TBT?

9 A. That's correct, and me.

10 Q. And Local 853?

11 A. Right.

12 Q. But in connection with this e-mail, he is
13 serving his function as the TBT lawyer?

14 A. On the subject matter, yes.

15 Q. Do you know if TBT took this proposal?

16 A. We did not.

17 Q. Do you know if any Teamster fund took this
18 proposal?

19 A. I have no knowledge if anybody did.

20 Q. May 21, 2013, you know that's when the
21 final bids started coming in to Cheiron?

22 A. Yes.

23 Q. Where were you that day?

24 A. I might have been en route to D.C. I
25 don't recall specifically.

1 ALOISE

2 Q. Did you speak to Mr. Leebove about the RFP
3 process?

4 A. I don't recall.

5 Q. Did you speak to him frequently?

6 A. Yes, I'd say so. I'd say "frequently,"
7 fair word.

8 Q. What topics do you speak to him about?

9 A. Politics, Jim Hoffa, probably more so than
10 anything because he's close to Jim.

11 Q. Does he relay messages to you from the
12 president?

13 A. No, no.

14 Q. Does he coordinate your schedule and the
15 president's schedule?

16 A. No. This is more on a friendly basis than
17 on an official basis.

18 Q. Do you recall on May 21st communicating
19 with Mr. Slatery about the bids?

20 A. Not specifically but I'm sure we must
21 have.

22 Q. Why are you sure that you must have?

23 A. Because he talks to me about most
24 everything that happens with these funds.

25 Q. Does he talk to the other trustees also?

1 ALOISE

2 A. Probably not as much.

3 Q. And why is that?

4 A. Because I'm co-chairman of the fund and
5 it's been the practice that -- the chairmen are Tom
6 Keegel and Ken Hall, and the practice is I'm pretty
7 much doing the day-to-day stuff.

8 (Exhibit 32, e-mail dated May 21, 2013
9 from Rome Aloise to Vickie Lanini, was marked
10 for identification as of this date.)

11 Q. I show you what's been marked as Exhibit
12 32.

13 The top e-mail is from you to Ms. Lanini,
14 re: OptumRX, dated May 21, 2013. The bottom e-mail
15 is from 5/21 at 6:01, Mr. Slatery to you and it
16 reads, "Optum still needs to move on pricing. FYI,
17 I believe they're in third place."

18 Did you request him to send information
19 concerning where Optum was in the bids process?

20 A. No.

21 Q. Do you know why he would have sent you
22 information just about this?

23 A. For the reason I answered -- well, for a
24 number of reasons. One, they were the incumbent
25 plan. Most of the time it behooves us to continue

1 ALOISE

2 to keep the incumbent plan. This process of RFP is
3 an occasional exercise that we do with almost
4 everybody to, if we're happy with the incumbent, to
5 just price-check and use it as leverage with the
6 incumbent.

7 I can't tell you what he was thinking but
8 I'm assuming that's why.

9 Q. And do you know if he had contacts with
10 Optum?

11 A. He knows that I live in the same
12 geographical area as Charlie Bertucio who represents
13 the --

14 Q. There are lots of people that live in that
15 geographical area.

16 A. But not who are co-chairman of the trust.

17 Q. Well, you're the only co-chairman of the
18 trust but it's not because Bertucio lives in your
19 geographical area.

20 A. Well, then I think you have to ask him.

21 Q. But you have been sponsoring Mr.
22 Bertucio's plans for years?

23 A. I don't sponsor his plans, but he knows
24 that I have a relationship with Bertucio.

25 Q. You didn't have an occasion back in 2002

1 ALOISE

2 that they endorsed the RX Prescription Solutions?

3 A. Well, I may have said we have a good track
4 record with them and I think they're good.

5 Q. You didn't say I think we should use them?

6 A. I don't recall what I said in 2002.

7 Q. Anyway, did he know you were going forward
8 with this to Bertucio?

9 A. I'm assuming that he thought I'd get that
10 message to him.

11 Q. And you forward this as soon as you get it
12 to Lanini --

13 A. Right.

14 Q. -- to forward to Charlie. Why wouldn't
15 you forward it straight to Bertucio?

16 A. I don't know. Because I kind of use her
17 as the contact person.

18 Q. And you did this from a cab?

19 A. I have no idea. Why? Does it say that
20 someplace?

21 Q. No. This says it.

22 A. Oh.

23 (Exhibit 33, amended expense report for
24 Rome Aloise, was marked for identification as
25 of this date.)

1 ALOISE

2 Q. Exhibit 33 is dated 5/28/2013 signed by
3 you and it's an expense report for the
4 International. On top it says "amended report."

5 On the back is a receipt on page 2 from
6 Dulles Airport Taxi, Inc. and that receipt indicates
7 that the ride began at 17:58 and it ended at 18:53.

8 Slatery's e-mail was 6:01 and I think the
9 one to Lanini is at 7:07.

10 A. Except on my e-mail it would go through my
11 server and that would show Pacific Coast time, I
12 believe. I'm not sure about that but I think that's
13 how it works.

14 Q. Which means you waited --

15 A. It might have been earlier.

16 Q. Well, you'd have been on the plane.

17 A. It might have been 9:00 at night if it
18 goes through my server. I don't know if that's the
19 case, but I think that's the case.

20 I don't know what difference it makes.

21 Q. So you didn't forward it to her for three
22 hours?

23 A. I don't know. I might not have seen it.
24 I have no idea.

25 Q. We'll check it out.

1 ALOISE

2 A. I don't know why that's important, but it
3 might be the case.

4 (Exhibit 34, e-mail dated May 21, 2013
5 from John Slatery to Rome Aloise, was marked
6 for identification as of this date.)

7 Q. This is an e-mail chain.

8 The top e-mail is from Slatery to you at
9 5/21/13 at 9:23 p.m. The second e-mail is from you
10 to Slatery on May 21st at 21:09. The third e-mail
11 is one we've seen already, "Optum still needs to
12 move on pricing" and that was at 18:01:16.

13 You ask "How close are the top three," and
14 he tells you "Optum just sent new pricing. I hope
15 they move to second," and then he gives you some
16 more detail.

17 Had anyone told you other than Slatery
18 that Optum sent new pricing?

19 A. No.

20 (Exhibit 35, e-mail chain, the last in
21 time dated May 21, 2013 from John Slatery to
22 Rome Aloise, was marked for identification as
23 of this date.)

24 Q. I'm showing you what's been marked as
25 Exhibit 35. It's an e-mail chain.

1 ALOISE

2 The top e-mail is from Slatery to you on
3 May 21st at 10:15 p.m. The second e-mail is from
4 you to him and it says "We should make them match
5 the lowest. What do you think?" And then he
6 replies, "If you can. I was going to have them
7 split the difference and then some. Matching would
8 end discussion."

9 So what's that conversation about between
10 you?

11 A. Well, the whole process was designed --
12 there is no closed bid or anything here. The whole
13 process, as I described earlier, was to force them
14 to the lowest possible price and that's what I said.

15 Q. You said "match lowest." Why wouldn't you
16 force them to go lower?

17 A. Not necessarily. At some point you gotta
18 make a profit.

19 Q. I'm not saying whatever price you get, if
20 you're going -- why wouldn't you say just tie the
21 third?

22 A. The lowest guy?

23 Q. Yeah.

24 A. I think that's important because that's
25 where I thought they should go, where they should be

1 ALOISE

2 the lowest, at least the lowest with somebody else.

3 Oftentimes, these companies come in and
4 try to buy-in in this business. It's not healthy
5 for the trust in the long run. So you've got to
6 take into consideration how low they really go in
7 the long run and if it's sustainable over time once
8 they get the business.

9 The next year if the costs exceed what
10 their bid was, it does nobody good. The
11 responsibility comes with making these choices.

12 (Exhibit 36, e-mail chain, the last in
13 time dated May 22, 2013 from Rome Aloise to
14 Richard Leebove, was marked for identification
15 as of this date.)

16 Q. I'm showing you what's been marked as
17 Exhibit 36. It's two e-mails. The top e-mail is
18 from you to Mr. Leebove dated May 23 -- excuse me,
19 May 22, and this is from the evening before.

20 He's asking you if you've had dinner with
21 him. Who's "him"? Do you know?

22 A. No.

23 Q. And you said you didn't make it; you had
24 breakfast. Do you know whom you had breakfast with
25 that day?

1 ALOISE

2 A. I don't know whom I had breakfast with
3 yesterday.

4 Q. I'm showing you what's been marked Exhibit
5 33 already. On the front of the expense report it
6 says "breakfast, Rome Aloise, Ken Hall" with a 5/23
7 date, but if you turn to the hotel bill on the last
8 page, you can see the breakfast charge is for 5/22.

9 Does that refresh your recollection having
10 breakfast with Ken Hall on that day?

11 A. Maybe. I don't recall.

12 Q. Do you recall talking to Hall about the
13 bidding process?

14 A. I don't even know if it was about that.
15 It had nothing to do with that, the bidding process.

16 The date, until recently I used to do my
17 own expenses. I don't anymore because of screw-ups
18 like that.

19 Q. That's a minor screw-up.

20 Do you know why Mr. Leebove was asking if
21 you had met with Mr. Hall?

22 A. You know, I don't know. There's a
23 thousand subjects going on so I don't recall
24 specifically what it could have been.

25 I think at that time we were also doing

1 ALOISE

2 all this UPS stuff so it could have had something to
3 do with that. I don't know.

4 (Exhibit 37, e-mail dated May 22, 2013
5 from Richard Leebove to Rome Aloise, was marked
6 for identification as of this date.)

7 Q. Do you recall on May 22 that you had a
8 fund meeting that began at 1:00?

9 A. Yes.

10 Q. This is an e-mail from Mr. Leebove to you
11 at 12:32 on May 22nd asking you what's the latest.
12 Was he asking you about what's happening in the RFP?

13 A. I don't recall. As I said, with Rich it
14 could have been a hundred different things.

15 Q. Mr. Leebove and Mr. Bertucio are friendly?

16 A. They are.

17 (Exhibit 38, meeting minutes dated May 22,
18 2013, was marked for identification as of this
19 date.)

20 Q. I'm showing you what's been marked Exhibit
21 38, which is four pages of minutes of the board of
22 trustees of the International Brotherhood of
23 Teamsters Voluntary Employee Benefits Trust.

24 Who takes the minutes at the meetings?

25 A. Maybe Beatrice Newberry, but I don't know

1 ALOISE

2 specifically.

3 Q. And at this meeting, the trustees went
4 into executive session to consider the bids.

5 A. Okay.

6 Q. Who was present when you were in the
7 executive session?

8 A. Probably more attorneys than anybody else.
9 I think we had five there. The attorneys; the
10 trustees, obviously; possibly the consultant,
11 Cheiron.

12 I don't recall but I could say for sure
13 that all the attorneys were, and the trustees, for
14 certain.

15 Q. And these minutes started at 1:00 and
16 ended at 2:15 p.m.?

17 A. Right. We stack all these meetings on top
18 of each other.

19 Q. Would you have had a second meeting?

20 A. Supplemental trust, TAP, family plan.

21 Q. Are the trustees the same on all of them?

22 A. No. Some of them are. I am the common
23 denominator on most of them.

24 Q. Do you recall calling Mr. Bertucio
25 slightly after the meeting began?

1 ALOISE

2 A. I don't recall.

3 (Exhibit 39, list of cell phone calls with
4 e-mails attached, was marked for identification
5 as of this date.)

6 Q. If you look at the highlighted portion,
7 you see a call at 1:08?

8 A. Yes, I see.

9 Q. Do you recognize that as Mr. Bertucio's
10 number?

11 A. I do. I do because he would have it
12 attached.

13 Q. Do you recall recalling him during a
14 meeting?

15 A. I don't. I obviously did, but I don't
16 recall having a discussion with him. Somebody may
17 have asked a question or something, I don't know,
18 but I don't recall the conversation.

19 Q. Do you recall, would you have done that,
20 stepped outside or how would you have done that?

21 A. I don't know. I'm not going to see if he
22 called me or I called him. I don't know if it shows
23 that, but I don't recall the conversation.

24 (Exhibit 40, text message dated May 22,
25 2013 from (510) 207-3164 to (510) 915-6430, was

1 ALOISE

2 marked for identification as of this date.)

3 Q. I'm showing you what's been marked as
4 Exhibit 40. It's a text message from (510) 207-3164
5 to (510) 915-6430.

6 The second number is your phone number,
7 right?

8 A. Correct.

9 Q. And the first number is the one we have
10 established as Mr. Bertucio's?

11 A. That's correct.

12 Q. And this is 2:41 p.m., May 22nd.

13 "Okay, got the 3 million per (whatever the
14 number is." "Can we shut it down or is seven days
15 hard?"

16 Did you give him the three-million-dollar
17 number?

18 A. I don't recall giving him anything
19 specific but now that I see this, there was a number
20 that they were trying to meet so I'm assuming that's
21 what he was talking about.

22 Q. What do you understand "shut it down" to
23 mean?

24 A. I think we had a procedure to go through
25 over a period of time that the bid would be awarded.

1 ALOISE

2 So I think that's probably what he referenced.

3 Q. He is asking if he can expedite the
4 reward?

5 A. Right, right.

6 Q. Did you have any discussions with Chuck
7 Mack about whether Bertucio received the bid?

8 A. I doubt it. I don't know. I doubt it.

9 Q. Do you recall calling Chuck Mack that day?

10 A. He calls me every day of my life so I
11 don't -- I would not doubt that I called him that
12 day.

13 Q. I think we established he's Steve's
14 brother and your brother-in-law.

15 A. But he's calling me in connection --

16 Q. -- with the fund?

17 A. -- with the fund. We don't have much
18 social interaction.

19 (Exhibit 41, list of cell phone calls, was
20 marked for identification as of this date.)

21 Q. I'm showing you what's been marked 41,
22 which is a phone record for your phone. The
23 highlighted entry on 5/23, on the first page, I
24 think --

25 A. Right.

1 ALOISE

2 Q. -- shows a 30-minute call between you and
3 Mr. Leebove that followed an 8-minute call. Do you
4 recall what you were talking about there?

5 A. This is in the morning. I have no idea.
6 It could have been a hundred different things.

7 It could have been about the VEBA. It
8 could have been a hundred different things.

9 Q. What is his interest in VEBA?

10 A. He had a relationship with Bertucio, so
11 maybe that was what it was. I don't know. I'm not
12 saying that that's what the call was about.

13 Q. I understand.

14 A. Yeah, it's speculating.

15 Q. Would you have spoken to him about
16 something like that, if he asked?

17 A. If he asked.

18 (Exhibit 42, e-mail dated May 24, 2013
19 from John Slatery to Rome Aloise, was marked
20 for identification as of this date.)

21 Q. I'm showing you what's been marked as
22 Exhibit 42 which is an e-mail from Slatery to you
23 dated May 24, and he says "I have a plan that I want
24 to run by you." It says "re: Optum."

25 Do you recall what the plan was?

1 ALOISE

2 A. No.

3 Q. Was there an open issue?

4 A. I don't recall, but I don't have any idea
5 what he's talking about.

6 MR. CARBERRY: Let's take a five-minute
7 break and then I'll get you out by 2:00, I
8 think.

9 (A break was taken.)

10 Q. You used the phrase "closed process" in
11 connection to one of the answers about the bidding
12 process. What did you mean by that?

13 A. Well, I'm assuming that the questioning
14 around this fund, this process is because somebody
15 thinks that there's some closed bid process like on
16 a government bid or something of that nature.
17 That's not what happens.

18 We didn't even have to put this up for
19 bid. We do it, basically, as a check. It's good
20 procedure to do it. I do it on my funds all the
21 time. But you really do it to have the -- if you're
22 happy with the incumbent because you don't want the
23 disruption with your members and everything else,
24 having to deal with something new, getting new cards
25 and maybe sometimes the new providers and all the

1 ALOISE
2 rest of that, so the incumbent is an important
3 process here but you don't expect them to come in
4 and say, especially in the drug industry, which is
5 so confusing and so crazy and you never know from
6 day-to-day how they are readjusting prices, so you
7 know, I don't suppose they will be saying I'm going
8 to give you a deal and lower the prices. So you do
9 this to force them down and go through the process.

10 And in this case, that's what we did and
11 in the process of going through this, if somebody
12 would have come in significantly lower and it was a
13 sustainable price -- that would have been Cheiron's
14 job to tell us that -- we might have gone to a lower
15 bidder but, you know, people on that fund that had
16 problems with I think -- I can't think of what the
17 other one was, the Express Scripts, you can't always
18 trust.

19 They had problems with them. He was on
20 the verge of suing them for not complying with their
21 contract. Bill Hamilton said something about it.

22 So they might have been lower, we might
23 not have given them the bid anyway. We're not
24 obligated to go to the low bid. So it's really a
25 process to force down the incumbent, if there is

1 ALOISE

2 room to force them down.

3 And once in a while you get some combat
4 and the companies that are bidding mostly get that.
5 They have all worked for each other, you know. But
6 once in a while somebody will come in and give you a
7 significantly lower bid and then it's our job to
8 figure out are we going to save 4 percent this year
9 but get hit with a 9-percent increase next year.

10 What I meant -- this is the long answer to
11 the short question but what I meant here is nobody
12 ever thought it was a closed bid. In the minutes it
13 says get this information back, so I just didn't
14 want you to have the impression that there was some
15 secrets being given out here.

16 Q. You mentioned that you changed the title
17 of the bank account for the local campaign fund.
18 Did you change the bank number, too?

19 A. We may have reopened the fund. Maybe
20 that's when we did this. I really don't recall. I
21 mean, I think we had it because when we changed it
22 the last time it was Fund 92 or something, whatever
23 it was, so I think we just updated it.

24 Q. Local 601 is in Joint Council 7; is that
25 correct?

1 ALOISE

2 A. As of the merger of the two joint
3 councils, yes.

4 Q. When was that?

5 A. 2009 and '10, through that period of time.
6 Maybe into '11, but sometime in that time frame.

7 Q. And the Joint Local 601 had an election in
8 2013; is that right?

9 A. Yes.

10 Q. And the incumbent was Ashley Alvarado; is
11 that correct?

12 A. That's correct.

13 Q. Did you use any union resources to support
14 her?

15 A. No.

16 Q. You didn't provide advice to her how to
17 run her campaign; is that correct?

18 A. That's correct.

19 Q. Who was her campaign manager?

20 A. Maybe her business agent, Pablo Barrera,
21 but I don't know if there was anybody formally named
22 as her campaign manager.

23 (Exhibit 43, e-mail dated February 7, 2013
24 from John Hailstone to Rome Aloise, was marked
25 for identification as of this date.)

1 ALOISE

2 Q. I show you an e-mail from John Hailstone
3 to you dated February 7, 2013. It's a reply from a
4 February 1 e-mail from you to him.

5 Who is John Hailstone?

6 A. He is a former officer of last place, 948,
7 I believe, former trustee on the Cameron Council
8 health and welfare fund.

9 Q. And at the time you sent this e-mail in
10 February 2013, what was he doing?

11 A. He was assisting other candidates to run
12 against Ashley.

13 Q. Right. But do you know what his job was?

14 A. I think he's retired.

15 (Exhibit 44, e-mail chain, the last in
16 time dated April 16, 2013 from Rome Aloise to
17 Leebove, was marked for identification as of
18 this date.)

19 Q. I show you what's been marked Exhibit 44,
20 which is a three-page document.

21 The first page, top e-mail is an e-mail
22 from you to Mr. Leebove dated April 16, 2013. The
23 second e-mail is an e-mail with an attachment to you
24 from Pablo Barrera dated April 16. Then there is an
25 attachment "Juanlucio Reyes and The Committee To

1 ALOISE

2 Service Slate," and then there is an e-mail from Mr.
3 Leebove to you on April 16.

4 Why did you forward this to Mr. Leebove?

5 A. Well, he has a graphic artist that does
6 some work on this type of stuff.

7 Q. Why did you use your Teamster e-mail
8 address?

9 A. Because it's the only e-mail I have to
10 use.

11 Q. Did you use your Teamster e-mail address
12 throughout the campaign?

13 A. Her campaign?

14 Q. Yes.

15 A. Yes.

16 Q. And Mr. Barrera used his address?

17 A. Whatever address he has.

18 Q. You would contact Mr. Rosas?

19 A. Hm?

20 Q. You would send stuff to Mr. Rosas about
21 the campaign?

22 A. Yes.

23 Q. To Ashley Alvarado herself?

24 A. Yes.

25 Q. And you also used your official e-mail

1 ALOISE

2 address?

3 A. Yes.

4 Q. Did Mr. Leebove get back to you on
5 whatever you inquired about?

6 A. Maybe. I don't recall specifically.

7 (Exhibit 45, e-mail dated August 16, 2013
8 from Rome Aloise to Ashley Alvarado and copied
9 to others, was marked for identification as of
10 this date.)

11 Q. I show you what's been marked as Exhibit
12 45 which is from you to Ms. Alvarado, Mr. Rosas, Mr.
13 Bonsall and Pablo Barrera with the subject "leaflet"
14 and then there is an attachment.

15 Why were you sending this to Mr. Rosas at
16 Local 439?

17 A. Well, he had interest in the campaign.
18 It's in his city.

19 Q. And Mr. Bonsall?

20 A. Mr. Bonsall is an attorney with the Beeson
21 office.

22 Q. Right. So why were you sending him a
23 campaign leaflet?

24 A. Well, because he work with the Beeson
25 office that represents Ashley.

1 ALOISE

2 Q. Right. Was he representing -- he
3 represents the Local?

4 A. That's correct.

5 Q. And this was Local business?

6 A. Well, it's campaign business.

7 Q. So was he representing the campaign?

8 A. "The campaign" as in Ashley Alvarado's
9 campaign? I don't think so, no.

10 Q. So you shouldn't be sending -- is he
11 getting paid by the clients?

12 A. Not by me.

13 Q. By Local 601?

14 A. I have no idea.

15 Q. And then attached is a pamphlet. Did you
16 draft that pamphlet?

17 A. Yes.

18 Q. Did you type it up?

19 A. Yes.

20 Q. And did you type it up at Local 853?

21 A. Yes.

22 Q. And then you used Local 853 resources to
23 forward it to Ashley?

24 A. I used an e-mail address.

25 Q. And the attachment, that's on your Word

1 ALOISE

2 system it was typed, right?

3 A. On my system, yes. It was not printed
4 out. It was forwarded; it was part of the e-mail.

5 Q. It was attached to an e-mail, right?

6 A. Right.

7 Q. It was created on the 853 system?

8 A. It was a Word document.

9 Q. And then through the system it was
10 attached.

11 A. Right.

12 (Exhibit 46, e-mail dated October 10, 2013
13 from Rome Aloise to Ashley Alvarado, John
14 Provost and Robert Bonsall, with an attachment,
15 was marked for identification as of this date.)

16 Q. I show you what's been marked as Exhibit
17 46 which is an e-mail from you to Alvarado, Provost
18 @beesontayer.com, and Robert Bonsall, dated October
19 10, 2013, and attached is a letter of Joint Council
20 letterhead of you to Pimentel and Salas.

21 Pimentel was one of Ms. Alvarado's
22 opponents?

23 A. Correct.

24 Q. And she had complained to you that she
25 thought he had taken her picture at a Joint Council

1 ALOISE

2 hearing?

3 A. I believe she complained to the people
4 that were hearing the case.

5 Q. She sent an e-mail?

6 A. She may have complained to me too, but she
7 complained to them.

8 Q. Were you on the panel?

9 A. Yes.

10 Q. Did you ultimately sign off on the letter?

11 A. Yes.

12 Q. What rule does the Joint Council have? Is
13 there rule in writing about taking pictures?

14 A. I don't know if that's in writing. We've
15 got recording-device things in writing, but I don't
16 know about pictures.

17 Q. You say this was a clear violation of
18 rules and you're going to charge them if pictures
19 pop up. So where would they know the rules?

20 A. It's common decency.

21 Q. Common decency is not a chargeable offense
22 in the Teamsters, is it?

23 A. Well, you can tell me that.

24 (Exhibit 47, e-mail chain between Rome
25 Aloise and David Rosenfeld, the last of which

1 ALOISE

2 is dated November 5, 2013, was marked for
3 identification as of this date.)

4 Q. Exhibit 47 is an e-mail from you to Mr.
5 Rosenfeld dated November 5th, 2013 concerning Ken
6 Absalom.

7 Who is Mr. Absalom?

8 A. An attorney.

9 Q. And Mr. Rosenfeld?

10 A. An attorney.

11 Q. Does Mr. Rosenfeld do any work for Local
12 853?

13 A. He does.

14 Q. Does he do work for Joint Council 7?

15 A. Not for Joint Council 7.

16 Q. What does he do for Local 853?

17 A. Labor law.

18 Q. Is this in addition to the Beeson firm?

19 A. Yes.

20 Q. Is this a particular kind --

21 A. Because of mergers with a number of
22 Locals, we use him for BCIU stuff and other stuff
23 with merged Locals.

24 Q. GSIF-referenced communications?

25 A. Yes.

1 ALOISE

2 Q. You are saying "this guy is definitely
3 tied into Lucio Reyes and Hailstone." Reyes was a
4 candidate for both national and local?

5 A. Lucio was the father, but the former
6 principal officer of the Local.

7 Q. "Who have formed this unholy alliance to
8 remove Ashley from 601" and "This will happen over
9 my dead body."

10 What you had shown him eventually was a
11 letter you sent out to every Local in the Joint
12 Council; is that correct?

13 (Exhibit 48, letter dated November 5,
14 2013, was marked for identification as of this
15 date.)

16 A. Yes.

17 Q. And this is the letter advising the Locals
18 that they should not use Mr. Absalom's services; is
19 that correct?

20 A. That's correct.

21 Q. And it's dated November 5, 2013.

22 One of the things you said is he recently
23 filed a lawsuit against the Teamster who supports
24 the reelection of Ashley Alvarado. What lawsuit are
25 you referring to?

1 ALOISE

2 A. He sued one of her slate members for
3 defamation of character, I believe.

4 Q. And members have a right to file suits
5 against Teamster employers, right?

6 A. Well, not using a Teamster -- in my mind,
7 not using a Teamster attorney suing some cannery
8 worker that makes \$12 an hour. So I guess,
9 generally speaking, to answer your question, in a
10 bigger sense, yes.

11 Q. Labor management or the LMRDA gives them a
12 right to sue elected officials.

13 A. No, no, that's not the question. They
14 were suing each other.

15 Q. Right.

16 A. So it was one member suing another member.

17 Q. Right. But that's a right they have.

18 A. Yes. A right they have doesn't mean they
19 should do it.

20 Q. And you thought it was politically
21 motivated because it involved somebody associated
22 with Ashley?

23 A. It was absolutely politically-motivated.

24 Q. Was your letter politically-motivated
25 since Kenneth Absalom was associated with her

1 ALOISE

2 opponents?

3 A. It was motivated against Ken Absalom.

4 Q. And for that reason, because he was
5 associated with other people?

6 A. Yes, because he was undermining a lot of
7 things that were going on in the Cannery Council at
8 that time, not just the election.

9 Q. Where do you refer to that?

10 A. I don't refer to it there.

11 (Exhibit 49, e-mail exchange between Rome
12 Aloise and Ashley Alvarado the last of which is
13 dated November 7, 2013, was marked for
14 identification as of this date.)

15 Q. I show you what's been marked Exhibit 49
16 from November 7, 2013. It's an e-mail from you to
17 Ashley and then there are two other e-mails below
18 it.

19 In this e-mail you are providing Ashley
20 advice that she should get people who can't get
21 traced back to her to distribute the leaflets
22 falsely having one of her opponents attacking the
23 other; is that correct?

24 A. Absolutely.

25 Q. Is that your advice, that she should make

1 ALOISE

2 false statements when it's convenient?

3 A. That's my political advice.

4 Q. But outside of politics that wouldn't be
5 done?

6 A. That would not be done.

7 (Exhibit 50, e-mail dated November 7, 2013
8 from Rome Aloise to Ashley Alvarado, Sam Rosas
9 and Pablo Barrera, with an attachment, was
10 marked for identification as of this date.)

11 Q. I show you what's been marked Exhibit 50,
12 which is an e-mail from you to Ashley, Rosas and
13 Barrera with the subject "document" and then there
14 is a document attachment.

15 "Just a thought, but we can get guys who
16 are not associated with the Local to leaflet stuff
17 like this" and it's a leaflet from the Pimentel
18 slate that apparently has stuff attacking Reyes; is
19 that correct?

20 A. That's correct.

21 Q. Did you create that leaflet?

22 A. I did.

23 Q. And did you create that at 853?

24 A. I did.

25 (Exhibit 51, e-mail dated November 7, 2013

1 ALOISE

2 from Rome Aloise to Ashley Alvarado, Sam Rosas
3 and Pablo Barrera, with an attachment, was
4 marked for identification as of this date.)

5 Q. I show you an e-mail dated November 7,
6 2013 from you to Ashley, Rosas and Barrera entitled
7 "document 7," instead of "6."

8 The message says "This is starting to be
9 fun" and this is a leaflet opposing the Pimentel
10 slate, referring to them as gangbangers attributing
11 to Juanlucio and the Juanlucio slate or Reyes.

12 Did you create that at 853, also?

13 A. I did.

14 (Exhibit 52, e-mail dated November 8, 2013
15 from Rome Aloise to Richard Leebove, was marked
16 for identification as of this date.)

17 Q. I show you Exhibit 52 which is an e-mail
18 from you to Mr. Leebove, re: Ashley, dated
19 11/8/2013.

20 How would Mr. Leebove know Ashley?

21 A. Well, he's involved with the Teamsters, so
22 he knows of her. She's a unique figure in that
23 she's a Hispanic woman and we don't have many of
24 those representing local unions.

25 Q. You basically say you wanted to get some

1 ALOISE

2 fliers to support her campaign and send you the
3 bills.

4 You had mentioned earlier that you had
5 paid some of the Local 601-related expenses or
6 donations out of the campaign fund?

7 A. That's correct.

8 Q. Did you pay this out of --

9 A. He never did any.

10 Q. He never billed you?

11 A. He never did any. He never made any, that
12 I'm aware of.

13 Q. Well, he referred you to Phil Turner,
14 right?

15 A. Yeah. I don't think Phil did anything
16 either. Maybe he did a sample ballot, but that's
17 all.

18 Q. He never had any material --

19 A. We never had any leaflets that I requested
20 printed out by them. They would have designed it,
21 sent it and we would have sent it out to print
22 someplace, but it never happened.

23 (Exhibit 53, e-mail dated November 13,
24 2013 from Rome Aloise to Barry Broad and Doug
25 Bloch, with an attachment, was marked for

1 ALOISE

2 identification as of this date.)

3 Q. I show you a four-page document.

4 At the top is an e-mail from you to Barry
5 Broad at broad@bglaw.org and Doug Bloch at
6 doug@teamjc7.org, subject: Campaign Manager for
7 Pimentel, and then there's an attachment?

8 Below that is an e-mail from Robert
9 Bonsall to you re: Campaign Manager for Pimentel.

10 Who is Doug Bloch?

11 A. He is the political director for Joint
12 Council 7.

13 Q. And do you know who paid Bonsall for his
14 advice and research here?

15 A. No, I don't.

16 Q. And did Mr. Broad get paid for any help he
17 gave on this?

18 A. Mr. who?

19 Q. Broad. Is it Broad or Broad?

20 A. I don't know.

21 Q. How do you pronounce it?

22 A. Broad.

23 Q. Why did you send it on to Broad and Bloch?

24 A. Because I think he had some -- this guy
25 was a public official or had some -- was working for

1 ALOISE

2 some public official, one of the congressmen or
3 assemblyperson or somebody.

4 Q. I mean, you were trying to use the
5 Teamsters' power with politicians to get Pimentel's
6 campaign manager fired from his job.

7 A. No, I never said that. Where does it say
8 that?

9 Q. To get him in a situation where he would
10 reveal campaign confidences to Ashley.

11 A. I'm sorry, again --

12 Q. And get him in a situation where he will
13 reveal confidential information about Pimentel's
14 campaign to Ashley.

15 A. Well, I don't know about that. Perhaps.
16 But I don't know -- is that what it says? I didn't
17 write it.

18 Q. That's what Bonsall says.

19 A. I didn't write it.

20 Q. Did you call up the congressman?

21 A. No.

22 Q. You actually did call the congressman.

23 A. I don't remember calling him.

24 Q. I don't have that e-mail with me, but you
25 did call him.

1 ALOISE

2 A. I could have. I don't remember.

3 Q. And why did you send that to Broad at his
4 law firm?

5 A. Well, that's the only e-mail I used for
6 him. I don't use another e-mail.

7 Q. You don't use the one that's for the --

8 A. Not for Barry I don't, no.

9 Q. Now, you appointed Armando Alanso to be
10 the Joint Council official supervising the 601
11 election?

12 A. Correct.

13 Q. And he's a person who -- was a person in
14 Local 439 --

15 A. He was.

16 Q. -- who reported to Rosas?

17 You had Rosas thoroughly involved in
18 Ashley's campaign. Why did you appoint somebody
19 from his Local?

20 A. Because it's in Stockton, first of all,
21 and because Alanso is a native Stockton person and
22 knows the people in that area.

23 Q. Don't you try to appoint somebody who is
24 not interested in the outcome of the election?

25 A. Everybody is interested in the outcome of

1 ALOISE

2 the elections. I'd have to get someone from
3 Timbuktu to find somebody --

4 Q. But this was somebody who was actively
5 engaging with you and Ashley and Barrera on the
6 campaign.

7 A. Well, not Alonso, but Sam was.

8 Q. When was the last time you spoke to Mr.
9 Rosas?

10 A. A couple of weeks ago.

11 Q. What was that about?

12 A. He works for a bus company that we are
13 trying to organize now.

14 Q. What union is he trying to organize for?

15 A. Local 853. He's not trying to organize.
16 He just happens to work for the company.

17 (Exhibit 54, e-mail chain, the last of
18 which is dated November 13, 2013 from Rome
19 Aloise to Barry Broad, was marked for
20 identification as of this date.)

21 Q. I show you a string of e-mails. The top
22 one is dated November 13, 2013 from you to Barry
23 Broad and the bottom one on the first page is from
24 you to Bonsall with copies to Bloch and Broad and it
25 says "Talked to Garamendi," G-A-R-A-M-E-N-D-I.

1 ALOISE

2 He's the congressman; is he not?

3 A. That's correct.

4 Q. And in the top e-mail you give Broad
5 instructions on what to say to the state senator
6 concerning the campaign manager who may be employed
7 by her?

8 A. Yes.

9 Q. Including that you take this extremely
10 personally?

11 A. Right.

12 Q. Now, were there post-election protests
13 that came before the Joint Council?

14 A. There were.

15 Q. And did you sign off on those decisions?

16 A. I believe so, yes.

17 MR. CARBERRY: Give me five minutes and I
18 may be finished.

19 MR. MCDONALD: Okay.

20 (A break was taken.)

21 (Exhibit 55, e-mail chain, the last of
22 which is dated October 31, 2013 from David
23 MacKenzie to Rome Aloise, with an attachment,
24 was marked for identification as of this date.)

25 Q. I'm showing you an e-mail marked Exhibit

1 ALOISE

2 55. The top e-mail is from David MacKenzie to you
3 with CC to Tim Groff, G-R-O-F-F.

4 Who is Mr. Groff?

5 A. I think he works with David MacKenzie.

6 Q. Who is David MacKenzie?

7 A. David MacKenzie is the administrator of
8 the Western Health Care Coalition.

9 Q. And MacKenzie Consulting is the company he
10 works through? The e-mail address says
11 mackenzieconsulting.

12 A. Well, he is an employer representative.
13 He represents the Laundry industry. He is also a
14 trustee on the Western Conference of Teamsters
15 Pension Plan.

16 Q. For an employer trustee?

17 A. He is the former president of the
18 International Foundation and a big Benefits guy.

19 Q. In the last sentence he says "I note they
20 have PBM, which may have given Charlie Bertucio incentive
21 to 'do something' for our members."

22 A. Oh, these guys play golf all the time so I
23 don't have any idea what he means. They're friends.

24 Q. I'm talking about professional judgment
25 about the services being rendered.

1 ALOISE

2 A. Maybe he was doing exactly what I said
3 earlier, bring somebody in to play him off, to push
4 down.

5 Q. But you don't recall?

6 A. I don't recall and I don't think there's
7 any follow-up to this thing.

8 Q. Do you recall an issue arising in the
9 second half of May, June 2014 about Optum's failure
10 to implement things they agreed to under the RFP?

11 A. Vaguely.

12 Q. What do you recall about that?

13 A. That there was something they didn't do.
14 I don't remember what it was, but something that
15 somebody was upset about. I don't remember the
16 specifics.

17 Q. Who was upset about it?

18 A. I think Slatery must have been the one.

19 Q. And it was raised at a board meeting?

20 A. I don't recall.

21 Q. Do you recall if it ever got resolved?

22 A. Say that again.

23 Q. Did the issue he was concerned about get
24 resolved?

25 A. I believe so. If he brought it up, I

1 ALOISE

2 believe we would have resolved it.

3 Q. But you don't remember it coming up?

4 A. I don't recall any specifics.

5 Q. Has Local 853 ever co-sponsored an event
6 with any vendor or service provider or anybody else
7 who attempts to market stuff to Locals?

8 A. Yes.

9 Q. Who have you co-sponsored with?

10 A. American Income Life. We do it -- my
11 assistant has MS, so we do an MS fundraiser with
12 them.

13 Q. Have you ever co-sponsored an event at
14 like the UNITY Conference or the International
15 Benefits Funds Conference?

16 A. No.

17 Q. Has the Joint Council?

18 A. That wouldn't be -- whatever we have ever
19 done is some charity thing.

20 Q. Charity?

21 A. Yes, the Joint Council Charity Fund, TAP
22 fund. We do a tournament that we co-sponsor with
23 employers and vendors.

24 Q. Did you do an All Charities --

25 A. Yes.

1 ALOISE

2 Q. And you get employer sponsors for that or
3 vendor sponsors?

4 A. Well, participants. They don't sponsor.
5 We sponsor it from the Joint Council.

6 Q. You sell tickets and they sponsor it?

7 A. Yes.

8 MR. CARBERRY: All right. I have no more
9 questions for you.

10 MR. MCDONALD: I'm not going to have any
11 questions.

12 MR. CARBERRY: Thank you very much for
13 your time.

14 (Time noted: 1:19 p.m.)

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A C K N O W L E D G E M E N T

STATE OF NEW YORK)
SS:)
COUNTY OF KINGS)

I, Rome Aloise, hereby certify, I have read the transcript of my testimony taken under oath in my deposition of November 4, 2015; that the transcript is a true, complete and correct record of what was asked, answered and said during this deposition, and that the answers on the record as given by me are true and correct.

ROME ALOISE

Subscribed and sworn to
before me this day
of 2015.

Notary Public

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C E R T I F I C A T E

STATE OF NEW YORK)

SS:)

COUNTY OF KINGS)

I, Helen Mendlowich, a Notary Public within and for the State of New York, do hereby certify:

THAT Rome Aloise, the witness whose deposition is hereinbefore set forth, was duly sworn by me and that such deposition is a true record of the testimony given by such witness.

I further certify that I am not related to any of the parties to this action by blood or marriage; and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand on this 10th day of November 2015.

HELEN MENDLOWICH

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6

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(Retained by Court Reporter)

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Chief Investigator's Office

From: Alan Biller <alan@alanbiller.com>
Sent: Tuesday, July 30, 2013 6:38 PM
To: Rome Aloise
Cc: Jennifer Newell; Michael Ashman
Subject: RE: Activist Fund

Apparently David and Michael have had some further email correspondence earlier this month which I wasn't aware of. Michael emailed David the following:

"EnTrust is proposing an open ended commingled Fund of Hedge Funds that will invest in a portfolio of 8 to 10 activist equity hedge fund managers, and a series of closed ended side vehicles that will co-invest alongside these and other managers in specific transactions.

Activist fund investors take significant equity stakes in public corporations and use this influence to put pressure on management. The goal of activist shareholders is increasing shareholder value through changes in corporate governance or financial structure. Activism can take the form of proxy battles, publicity campaigns, shareholder resolutions, litigation, and negotiations with management.

Activist investing carries meaningful headline risk as these corporate shareholder fights frequently spill over into the papers (in fact, they frequently use publicity as a weapon). Because there are only a few funds, the total universe of managers is quite small relative to the overall hedge fund market, so portfolio selection is limited. Finally, activist investing has historically been hit and miss and has materially underperformed equity benchmarks. Our concern is that the strategy may be too niche for a dedicated fund.

Concerns: EnTrust charges account management fees on cash balances and occasionally has invested in non-activist transactions (distressed Greek equity, as example)."

David forwarded this to EnTrust which in turn replied at great length, restating Michael's observations as "concerns".

Michael was planning on calling David to clear the air. Naturally he won't refer in any way to your email to me.

-----Original Message-----

From: Alan Biller
Sent: Tuesday, July 30, 2013 3:22 PM
To: 'Rome Aloise'
Cc: Jennifer Newell; Michael Ashman
Subject: RE: Activist Fund

I should have added that we've never said that we don't like/wouldn't again invest in EnTrust's activist strategy. FYI in a May 11 email David asked for our opinion about EnTrust and several other managers and whether they'd fit in the WA Retail Clerks Pension portfolio. Michael responded by email on May 13. His entire comment on Entrust was the following:

"Met with Entrust again last week about the Activist FOF. Bottom line, it is going to be difficult for them to beat the S&P500 after fees, which are quite high. A stronger case for this opportunity lies in its activist role and if its investment philosophy aligns with yours."

In conversation with David I recall saying that as a distinct product (rather than being one of many strategies in EnTrust's diversified hedge FOF) the activist strategy had a short track record and that we'd want it to prove itself before committing more money.

If the above are "undermining" then the term has taken on a whole new meaning.

Cheers, alan

-----Original Message-----

From: Alan Biller

Sent: Tuesday, July 30, 2013 3:00 PM

To: 'Rome Aloise'

Subject: RE: Activist Fund

What is David talking about?

-----Original Message-----

From: Rome Aloise [mailto:Raloise@teamsters853.org]

Sent: Tuesday, July 30, 2013 2:59 PM

To: Alan Biller; Jennifer Newell; Michael Ashman

Subject: Activist Fund

I got a call from David Blitzstein concerning how the Biller firm is "undermining" this fund. His words not mine. While this fund may not be particularly the greatest returner. For the Union side it has other very tangible benefits that has paid off already for the Teamsters in my personal experience. You need to get that there are other benefits past just your analysis that are important. I thought we got past this and you at least kinda of got this. He asked me not to contact you. So I DO NOT WANT THIS GETTING back to him!
raloise@teamsters853.org

Chief Investigator's Office

From: Tarpinian, Greg <gtarpinian@entrustsecuritiesllc.com>
Sent: Tuesday, July 30, 2013 2:15 PM
To: Rome Aloise
Subject: Fw: Entrust Documents

Don't share but u should know.



From: David Blitzstein <dblitzstein@ufcw.org>
To: Tarpinian, Greg
Sent: Mon Jul 29 17:38:01 2013
Subject: Fw: Entrust Documents

FYI

From: Michael Ashman [mailto:michael@alanbiller.com]
Sent: Monday, July 29, 2013 05:30 PM
To: David Blitzstein
Subject: RE: Entrust Documents

Dave,

I appreciate the dialog. Let me review the attached, discuss with my research guys, and get back to you.

Cheers,

Michael

From: David Blitzstein [mailto:dblitzstein@ufcw.org]
Sent: Monday, July 29, 2013 1:47 PM
To: Michael Ashman
Subject: Entrust Documents

Michael:

I was somewhat surprised with your critique of the Entrust Activist Fund. I took the liberty of sharing your thoughts with Entrust on a confidential basis, who prepared a thoughtful and objective response (see attachment). I also came across two academic papers that provide some useful support for investing in activist strategies. I think this should answer some of your concerns. What do you think?

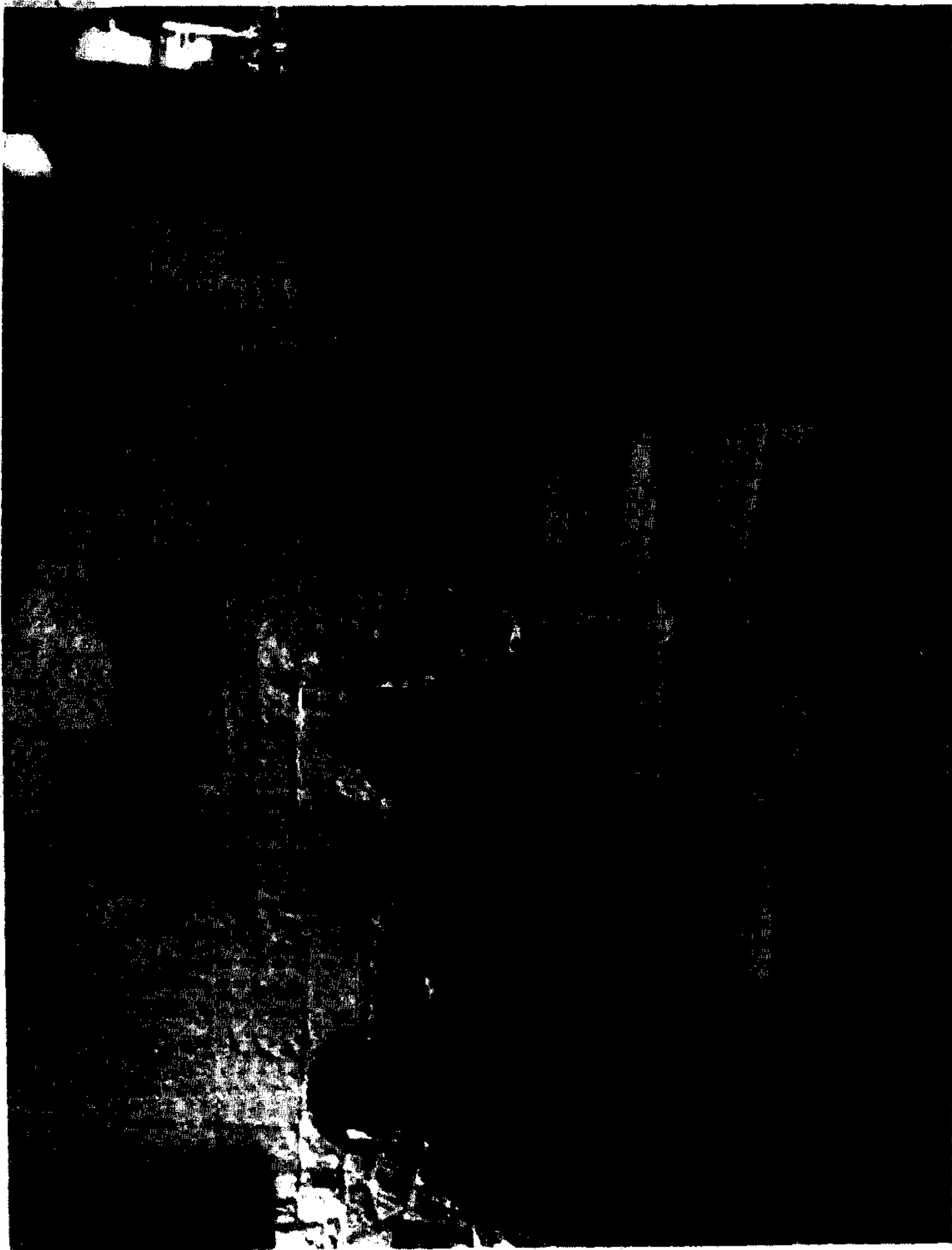
David

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Chief Investigator's Office

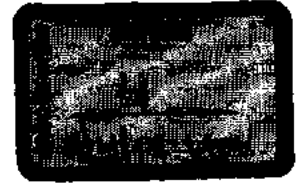
From: RICHARD LEEBOVE <RANGER1999@AOL.COM>
Sent: Monday, August 05, 2013 2:32 PM
Subject: Dinner in Scotland
Attachments: photo.JPG; ATT00001.txt





Rome Aloise

From: Rome Aloise <raloise@teamsters888.org>
Sent: Thursday, March 13, 2008 3:43 PM
To: Bertada, Charles
Subject: RE: Teamster Check request



Fax is on the way. This stuff is for your eyes only and not to be given to anyone else.

-----Original Message-----

From: Bertada, Charles [mailto:CBertad@ULLUCD.com]
Sent: Thursday, March 13, 2008 3:24 PM
To: Rome Aloise
Subject: RE: Teamster Check request

I'm afraid that you're right on and Rx Solutions is not doing a "dam" thing so there is only so much that I can do. Thanks for your thoughts and efforts. My fax is 510.208.4466, I'll talk to you later. By the way I am not siding on the sidelines but I have some contingency ideas, stay tuned.

-----Original Message-----

From: Rome Aloise [mailto:raloise@teamsters888.org]
Sent: Thursday, March 13, 2008 3:00 PM
To: Bertada, Charles
Subject: RE: Teamster Check request

I have some information that you should see, send me your fax number. Also, the future does not look too bright for Rx Solutions or PacifiCare, if this thing doesn't get resolved. I handed off a letter from Keegal telling locals not to use you, so that didn't go out until the final thing happens. Keegal wants me to go to meet with Trumpka when that happens. This will not be pretty, once it happens it will become vindictive because the overall opinion of Rx Solutions is that they are anti-labor, and worse, stupid to let this get this far. So they will be made an example of.

-----Original Message-----

From: Bertada, Charles [mailto:CBertad@ULLUCD.com]
Sent: Thursday, March 13, 2008 2:10 PM
To: Rome Aloise
Cc: John Slatery
Subject: RE: Teamster Check request

Hi Rome, thanks for getting back to me. If you think that I committed to a double payment then that is what I will do. The problem is when you manage drug spend properly there is not some pool of money to pull from for unplanned expense and therefore increases our administration cost without the ability to charge for it. Our conversation regarding the potential double payment I (mis)understood to be resolved by paying the WHCC for the original coalition membership and any new Teamster membership would be allocated directly to the International endorsed program. Also, contributing to the confusion was the fact that the five cents to the IST was not a part of the original RFP and the

payment was introduced after the IST chose Rx Solutions. I was not present when this issue was raised by John sometime ago. Rx Solutions asked MyUnion to bear the cost and I readily agreed. So the problem is the two payments for the same service of which I will honor for the original Teamster Coalition business. I am hopeful that my obligation to both entities does not extend to every fund we cover in the future because of the IST endorsement so please let me know what your thoughts are on the future (all other issues not withstanding). I want to honor any and all commitments that I have made so please confirm that we agree or let me know otherwise, thanks.

-----Original Message-----

From: **Tom Alton** [mailto:tomalton@teamster999.org]
Sent: **Thursday, March 11, 2009 6:02 AM**
To: **Bartuch, Charles**
Cc: **John Slatery**
Subject: **RE: Teamster Check request**

Charles, we spoke about this some time ago. I thought you were paying the coalition up to a point and then paying the IST from a point forward. I know we spoke about this. Quite frankly, you made the commitment to both; I think you owe it to both. You apparently sweated the pot with both of us, and I think you made the commitment. What is the problem?

-----Original Message-----

From: **Bartuch, Charles** [mailto:CharlesBartuch@ALLIANCE.com]
Sent: **Wednesday, March 11, 2009 1:53 PM**
To: **Slatery John; 'Bartuch Chris E'**
Cc: **'Tom Alton'; 'bjodoyer@aol.com'**
Subject: **RE: Teamster Check request**

John, we currently have a commitment to the Western Health Care Coalition for 5 cents per claim for about five Teamster Funds including the TWT, does anyone have any suggestions?

-----Original Message-----

From: **Slatery John** [mailto:jslatery@teamster.org]
Sent: **Wednesday, March 11, 2009 1:18 PM**
To: **'Bartuch Chris E'**
Cc: **Bartuch, Charles; 'Tom Alton'; 'bjodoyer@aol.com'**
Subject: **RE: Teamster Check request**

Hi Chris,

Now that we have the \$25,000 taken care of, we need to address the \$.05 per claim royalty coming from Pres. Solutions. As we discussed, the \$.05 per claim should pertain to all Teamster Funds including the west coast funds that do business with Pres. Solutions. This royalty should be paid on a quarterly basis to the International Brotherhood of Teamsters Benefit Trust, starting with the beginning date of our contract that was finalized on 9/30/02. Please send me a list of all the funds involved. Thanks.

John

-----Original Message-----

From: Bestman Chris D [mailto:Chris.Bestman@aol.com]
Sent: Monday, March 10, 2008 2:18 PM
To: Sistory John
Subject: RE: Transfer Check request

Thanks for your patience

-----Original Message-----

From: Sistory John [mailto:Sistory@teaneter.org]
Sent: Monday, March 10, 2008 7:30 AM
To: Bertado, Charles; 'Bestman Chris D'
Cc: Weeks, Stacy
Subject: RE: Transfer Check request

Hello all,

Just to let you know, I did receive the check for \$25,000 from Pres. Solutions this morning. Thank you for getting this done.

John

-----Original Message-----

From: Bertado, Charles [mailto:CBertad@ULLCO.com]
Sent: Friday, March 07, 2008 11:58 AM
To: Sistory John
Cc: Weeks, Stacy
Subject: FW: Transfer Check request

FW: Hi John, I just returned from a personal trip and received this e-mail. I will have Stacy Weeks confirm that the check has been sent but it seems we have FINALLY fulfilled. Sorry for all of the delays.

-----Original Message-----

From: Radcliff Randall H [mailto:Randy.Radcliff@aol.com]
Sent: Wednesday, March 05, 2008 9:42 PM
To: Bertado, Charles
Subject: FW: Transfer Check request

Taken care of.....

-----Original Message-----

From: Campbell Deanne P

Sent: Wednesday, March 08, 2006 9:58 AM

To: Reddy, Randall T; Miller, Paul R (DeSal); Beckman, Chris D

Subject: Transator Check request

I have just spoken with Angie at Corp. to follow-up on the check request, the check will be cut tomorrow the 9th, they will interoffice it back to me for Friday delivery, I will then attach the paperwork and UPS overnight.

Deanne Campbell

Prescription Solutions

Phone - 714 825-3826

Fax - 714 825-9327

email - deanne.campbell@rxnl.com

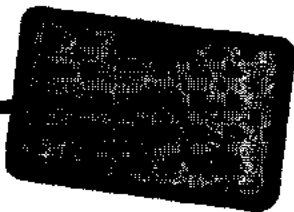
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If you have received this electronic transmission in error, please notify the sender immediately by a "reply to sender only" message and destroy all electronic and hard copies of the communication, including attachments.

Re: Name Aloha



From: Story John <JStory@pacwest.org>
Sent: Thursday, May 01, 2008 7:37 AM
To: Bartels, Charlie; Name Aloha
Subject: RE: Western Health Care Coalition

Hi Charlie and Name,

I just got off the phone with Tom Keegal. As you may or may not know, I am attending a PACE/Pacificare meeting here in DC tomorrow. Tom and I discussed a little bit about what was going on but I would like to touch base with both of you today. Tom wants me to report back to him by the end of the day. He wants to know if he needs to call anyone and what the status with Pres. Sol. intent proposal to PACE is. We also discussed the issue with Local 217 and the 20,000 members that Pres. Sol. lost because of the PACE issue. However, there may be a very slim chance of getting another shot if things are resolved. Please call me at 202-624-8758 today.

John

-----Original Message-----

From: Logan, Ed [mailto:edlogan@AFLCIO.com]
Sent: Tuesday, March 25, 2008 2:35 PM
To: Bartels, Charlie; Ed.Farrow@aol.com; Randy.Rudolf@aol.com; Howard.Lehman@aflcio.com; Paul.Lambert@aflcio.com; Incentive.Incentive@aflcio.com; Jim.Kelly@aflcio.com
Cc: Jim.Holt@pacwest.org; Story John; Mike@Teamsters3.org; Weeks, Stacy; Hardy, Shannon; Luca, James W.; Mathis, David; Mike.Lalock@aflcio.com
Subject: RE: Western Health Care Coalition

Charlie,

As you requested, I am reporting to all concerned that Prescription Solution has been "disinvited" from attending the coalition annual meeting on April 1st, where Sheila Andrews and I were scheduled to make a report. We just received a call from Dave Mackenzie, their Executive Director and their board has instructed him that we are not welcome to be in attendance unless and until there is a satisfactory resolution to the AFL-CIO/PACE problem. Mackenzie also said that he has been instructed to begin an exploration process for a replacement PBM for the WHCC. His phone has been ringing off the hook from all of our competitors, by the way.

The Western Health Care Coalition is the anchor tenant for MyUnionRx/Prescription Solutions. It comprises over 60,000 members from Teamsters Benefit Trust, Bay Area Automotive Trust, Teamsters Security Trust and Automotive Industry Trust.

I also want to report that the James Hoffa Jr. and the International Brotherhood of Teamsters is currently reevaluating their national endorsement for Prescription Solutions as their PBM of choice.

Rene Aloia

From: Bartels, Charles <Charles@MILICO.com>
Sent: Monday, April 15, 2002 10:16 AM
To: Rene Aloia
Subject: RE: New York and other subjects

Take all the time you need your spot will remain available. One nice thing about NYC travel in July, no crowds so last minute travel arrangements are easy. We are planning a departure from Oakland then home on July 5, early AM, and our return will probably be Tuesday, early PM, from "Bountown". Make plans accordingly.

I will talk to the PS people about the injectables program, I am sure I can handle it. Stay tuned.

Any word from or on John Williams in Washington state and/or any plans to go to the Northwest? Is there any possibility to counter the linear proposal? It may make a lot of sense to get TBT to use better managed principles for all members?

-----Original Message-----

From: Rene Aloia [mailto:raloia@milico.com]
Sent: Monday, April 15, 2002 5:36 AM
To: Charles Bartels
Subject: New York and other subjects

I think I am up for New York, at least for a couple of days. I am going to Italy and Spain to see my Son at the end of May beginning of June. I am going with my dad. Anyway, I am also in the middle of statewide liquor negotiations so I won't know until about the middle of May, if that is too late, I can go commercial because I probably won't be able to go onto Boston. Anyway, let me know.

Secondly, there seems to be a dispute with the PS contract with TBT. Something about injectables being out of the pricing quotas. It could be a big deal, see if you can fix it. Norm at Upton will have the info on the problem. They have been talking to the PS people.

Rome Aloisio

From: Charles Bertucio <gbertucio@msa.com>
Sent: Thursday, November 27, 2014 8:11 AM
To: Rome Aloisio
Subject: Re: In Wolff "Radical Cures for Unusual Economic Ills," 26 November



Interestingly Stephen hasn't said a word, I think it's an unpleasant subject for him. I can't believe he passed on Safeway. I was in a meeting with Optima execs on Tuesday and we are approaching Safeway on a really interesting deal, it's for those that want referenced based pricing. His destiny must be to avoid anything good. Good grief.

On Nov 27, 2014, at 8:07 AM, Rome Aloisio <raloisio@msa.com> wrote:

Did Stephen tell you? He had a chance at that Safeway deal that works with all of you and that could have helped him. He is an idiot.

From: Charles Bertucio [mailto:gbertucio@msa.com]
Sent: Thursday, November 27, 2014 8:06 AM
To: Rome Aloisio
Subject: Re: In Wolff "Radical Cures for Unusual Economic Ills," 26 November

Happy Turkey day buddy. Yeah I am aware. I am hopeful that he continues his hard driving ways but in the meanwhile I will be sharpening the pencil just to be smart.

Have a great day. I am thankful for the time we have together and I hope to expand on it in 2015.
On Nov 27, 2014, at 8:03 AM, Rome Aloisio <raloisio@msa.com> wrote:

Saw it, great OP Ed. Hey did you know Jason got a job with a company that competes against Optima?

From: Charles Bertucio [mailto:gbertucio@msa.com]
Sent: Wednesday, November 26, 2014 4:01 PM
To: GREG TARPINIAN
Cc: RANGER1999@aol.com; LEEBOVE; Rome Aloisio
Subject: Re: In Wolff "Radical Cures for Unusual Economic Ills," 26 November

Did it publish? Did Ranger write it for you?
On Nov 26, 2014, at 3:12 PM, GREG TARPINIAN <gregtarpinian@msa.com> wrote:

FM BACK!!
Sent from iCloud

Begin forwarded message:

From: "GREG TARPINIAN" <gregtarpinian@msa.com>
Date: November 26, 2014 6:03:26 PM

To: letter@ft.com

Subject: In re: Wolf "Radical Cures for Unusual Economic Ills," 26 November
26 November 2014

Sir,

In his "Radical Cures for Unusual Economic Ills," (26 November), Martin Wolf writes "the alternative [to chronic demand weakness] is to address the causes of structurally weak demand." Further, he says that "labour market reforms" that generates lower wages is therefore not an answer because it "lowers consumption." The obvious, then, is that reforms that generates higher consumption, i.e., higher real wages, would be an answer to weak structural demand. Indeed, the decline in workers' real wages in the high income countries that has been taking place since the era of global production and distribution took off in the mid-1970s is one of the key structural issues that produced weak demand.

The impact of declining real wages in the high income countries – lower consumption—was papered over for the three decades leading up to the financial crisis by families working more hours (chiefly by the growing proportion of women in the workforce) and by cheap credit that drove household credit growth.

The fundamental problem of structurally weak demand, therefore, will not be solved until workers' real wages in high income countries rise again. This means that the average worker would return to sharing in productivity growth, as was the norm for much of the post-WWII period. It would also mean that the ratio of capital to labour income would decline, and along with it, inequality.

Increased consumption through higher wages – not the T. Pletty cure of redistribution of increased sums on the wealthy through an expanding welfare state— would be the most economically effective solution. While Mr. Wolf comes close, its time to talk directly about increasing the slice of gross product that goes to the spending class, i.e., workers, in the form of higher wages.

Greg Tuzpikian
7004 Boulevard East, Apt. 18D
West New York, NJ 07093

Tel: 917-767-8464

Sent from iCloud

<26 November 2014 FT letter.docx>



APPLICATION FOR MEMBERSHIP IN LOCAL 853

Affiliated with the International Brotherhood of Teamsters



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

3-24-04
DATE OF APPLICATION

I do understand hereby apply for admission to membership in the above Local Union and voluntarily choose and designate it as my representative for purposes of Collective Bargaining hereby renouncing any contrary 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 statutes except 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 so not to bring reproach upon my Union. I shall take an active part in the business and activities of the Union and accept and discharge my responsibilities during my 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 fee, and uniform assessment of the Local, and direct such amounts 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 conditioned on my union 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 longer, and shall automatically renew itself for successive years or applicable contract periods thereafter, whichever is longer, 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 dues to another union.

Notice

I understand that the Collective Bargaining Agreement covering my job contains a union security clause, which requires union membership as a 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 without initiation fee 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 bear to the Union's total expenditures. This means that I would pay for representation in collective bargaining, but not contribute my share of the Union's expenditures for strike, charitable, and 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 sixty (60) days from the date on this application. If the Union dues are less than one month's dues, I will be treated as having decided in favor of full membership. In any event, I will 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 constitution of the Union's collection 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 composition 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 Logue Edward J JOB TITLE Sales
Last Name First Name Middle Initial

STREET ADDRESS 7205 Wild Current Way PHONE 519-337-9444

CITY Oakland STATE Ca ZIP CODE 94611

EMPLOYER The Grand Fund EMPLOYMENT DATE 10-46

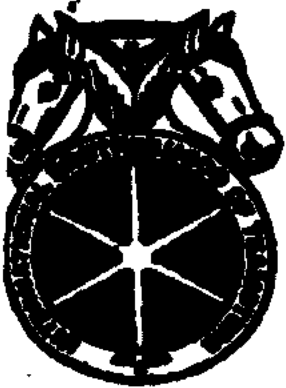
DATE OF BIRTH 3-6-45 SOCIAL SECURITY NUMBER [REDACTED]

Have you ever been a member of the Teamsters Union? yes If yes, what Local Union No. 70^f

I have fully read and understand all parts of this application. Edward J Logue
SIGNATURE

BENEFICIARY FOR BURIAL BENEFITS Patrice Gailloume RELATIONSHIP Partner
PRINT NAME RELATIONSHIP

COT/71



TEAMSTERS LOCAL 853
2100 MERCED STREET, STE. B
SAN LEANDRO, CA 94577
(510) 895-8853

REQUEST FOR TRANSFER

FAX # 510-1906
TRANSFER # 10

DATE: 3-24-04
TO: LOCAL UNION # 70

I HEREBY CERTIFY THAT Edward Loge, SOCIAL SECURITY NUMBER [REDACTED], HAS OBTAINED WORK OR WILL BE ELIGIBLE FOR WORK UPON ISSUANCE OF A TRANSFER CARD.

PLEASE REPLY WITH THE COST OF TRANSFER.

REMARKS: WDC 1970(?)

REQUESTED BY ROME A. ALOISE, SECRETARY-TREASURER

REPLY TO REQUEST FOR TRANSFER

FAX NUMBER (510) 895-8853
TRANSFERS 14768

Pd ck 48702
4-6-04

DATE: 3/25/04

I, HEREBY, CERTIFY THAT Edward Loge, SOCIAL SECURITY NUMBER [REDACTED], IS A CURRENT MEMBER OF LOCAL UNION # 70, AND HAS PAID AN INITIATION FEE OF \$. A TRANSFER CARD WILL BE ISSUED UPON RECEIPT OF \$ 47.50, WHICH WILL PAY HIM THRU March 2004.

REMARKS: Mh w/o 6/72

SIGNED Joseph !!

DATE	AMOUNT	DESCRIPTION
04-07-2004	44.25	Harpa
04-07-2004	2.75	EMAGS
04-07-2004	0.50	SESS

EDWARD LOGUE NYF

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
 LOCAL 70
 TRANSFER CARD

ARTICLE XVII, Sec. 3. This is to certify that _____ is a member
 of the _____ Local Union _____ of the International Brotherhood of Teamsters,
 and has paid all dues and other obligations to said Local Union for the year 2004.

We recommend transfer to the _____ Local Union of the International Brotherhood
 of Teamsters, whenever he/she may be eligible, provided that he/she has been a member
 not less than six (6) months in the Local Union of the International Brotherhood of Teamsters,
 and has not been suspended, otherwise he/she shall pay the difference in the initiation fee to the
 _____ Local Union.

(Name) _____ has been a
 member of the Local Union since _____ year _____
 and has received an initiation fee of \$ _____.

Given under our hands and the seal of Local Union _____ of the International Brotherhood of Teamsters
 (REAL) this _____ day of _____, year 2004.

Secretary-Treasurer _____
 President (OVER)



APPLICATION FOR MEMBERSHIP IN LOCAL 853

Affiliated with the International Brotherhood of Teamsters

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

3-24-04
DATE OF APPLICATION



I the undersigned hereby apply for admission to membership in the above Local Union and voluntarily choose and designate it as my representative for purposes of Collective Bargaining hereby waiving any country 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 therefore accept and return the following set of obligations: 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 active 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 collect assessments of the Local, and direct such amounts as 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 longer, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is longer, unless I give written notice to the Company and the Union in least sixty (60) days, but not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my dues to revoke same.

Notice

I understand that the Collective Bargaining Agreement covering my job includes a union security clause, which requires union membership as a condition of employment. Under the law, I understand that I may satisfy the 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 without 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 bear to the Union's total expenditures. This means that I would pay the proportionate share of the Union's collective bargaining expenditures my share of the Union's expenditures for dues, charitable, and other activities not directly related to collective bargaining. A service fee payer is not a union member. If I decide to become a non-member service fee payer, or if I wish to pay full dues and dues without joining the Union, I must so notify the Union within thirty (30) days from the date of this 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 will 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.

FIRST NAME Ramsey Lisa LAST NAME Bertucio JOB TITLE Book-keeper
 STREET ADDRESS 3037 Linda Vista PHONE 510-965-164
 CITY Alameda STATE CA ZIP CODE 94502
 EMPLOYER The Grand Fuel EMPLOYMENT DATE 3-1-0
 DATE OF BIRTH 10-26-57 SOCIAL SECURITY NUMBER [REDACTED]

Have you ever been a member of the Teamsters Union? No If yes, what Local Union No. ---

I have fully read and understand all parts of this application. Lisa Bertucio Ramsey
SIGNATURE

BENEFICIARY FOR BURIAL BENEFITS Art Ramsey RELATIONSHIP spouse
FIRST NAME

Local	Current Number/ Ledger	Amount	Account	Balance
06-20-2013	2013-06	40.00	40.00 DUES CHAS	161384
06-21-2013	2013-06	40.00	40.00 DUES CHAS	179733
04-20-2013	2013-04	40.00	40.00 DUES CHAS	177760
03-20-2013	2013-03	40.00	40.00 DUES CHAS	178235
03-21-2013	2013-03	40.00	40.00 DUES CHAS	173969
03-22-2013	2013-03	40.00	40.00 DUES CHAS	172169
12-20-2011	2011-12	40.00	40.00 DUES CHAS	170239
10-20-2011	2011-10	40.00	40.00 DUES CHAS	160626
09-20-2011	2011-09	40.00	40.00 DUES CHAS	166838
08-20-2011	2011-08	40.00	40.00 DUES CHAS	164843
08-21-2011	2011-08	40.00	40.00 DUES CHAS	163139
08-22-2011	2011-08	40.00	40.00 DUES CHAS	162436
08-23-2011	2011-08	40.00	40.00 DUES CHAS	162437
07-20-2011	2011-07	30.00	30.00 DUES CHAS	161062
06-20-2011	2011-06	40.00	40.00 DUES CHAS	158974
05-20-2011	2011-05	40.00	40.00 DUES CHAS	157282
04-20-2011	2011-04	40.00	40.00 DUES CHAS	155671
03-21-2011	2011-03	40.00	40.00 DUES CHAS	154030
03-22-2011	2011-03	40.00	40.00 DUES CHAS	152148
01-20-2011	2011-01	40.00	40.00 DUES CHAS	149928
12-20-2010	2010-12	40.00	40.00 DUES CHAS	148160
11-20-2010	2010-11	40.00	40.00 DUES CHAS	146637
10-20-2010	2010-10	40.00	40.00 DUES CHAS	144635
09-20-2010	2010-09	40.00	40.00 DUES CHAS	141968
07-20-2010	2010-07	40.00	40.00 DUES CHAS	139602
06-20-2010	2010-06	40.00	40.00 DUES CHAS	137997
05-20-2010	2010-05	40.00	40.00 DUES CHAS	135888
03-20-2010	2010-03	40.00	40.00 DUES CHAS	134950
02-20-2010	2010-02	40.00	40.00 DUES CHAS	131936
01-20-2010	2010-01	40.00	40.00 DUES CHAS	129848
12-20-2009	2009-12	40.00	40.00 DUES CHAS	127715
11-20-2009	2009-11	40.00	40.00 DUES CHAS	125797
10-20-2009	2009-10	40.00	40.00 DUES CHAS	124669
09-20-2009	2009-09	40.00	40.00 DUES CHAS	123130
07-20-2009	2009-07	40.00	40.00 DUES CHAS	118244
06-20-2009	2009-06	40.00	40.00 DUES CHAS	115928
05-20-2009	2009-05	40.00	40.00 DUES CHAS	112389
04-20-2009	2009-04	40.00	40.00 DUES CHAS	110607
03-20-2009	2009-03	40.00	40.00 DUES CHAS	108209
02-20-2009	2009-02	40.00	40.00 DUES CHAS	106299
01-20-2009	2009-01	40.00	40.00 DUES CHAS	103260
12-20-2008	2008-12	40.00	40.00 DUES CHAS	101180
10-20-2008	2008-10	40.00	40.00 DUES CHAS	98968
09-20-2008	2008-09	40.00	40.00 DUES CHAS	97968
08-20-2008	2008-08	40.00	40.00 DUES CHAS	94966
07-20-2008	2008-07	40.00	40.00 DUES CHAS	92389
06-20-2008	2008-06	40.00	40.00 DUES CHAS	89884
05-20-2008	2008-05	40.00	40.00 DUES CHAS	86438
04-20-2008	2008-04	40.00	40.00 DUES CHAS	84328
03-20-2008	2008-03	40.00	40.00 DUES CHAS	82048
02-20-2008	2008-02	40.00	40.00 DUES CHAS	81248
01-20-2008	2008-01	40.00	40.00 DUES CHAS	78323
12-20-2007	2007-12	40.00	40.00 DUES CHAS	74620

CONSTRUCTION OF DUES CHS

CONSTRUCTION OF DUES CHAS

03-15-2008	2008-04	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	74619
03-15-2008	2008-05	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	74604
03-15-2008	2008-06	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	72889
03-15-2008	2008-07	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	78950
03-15-2008	2007-12	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	69967
03-15-2007	2007-11	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	68794
03-15-2007	2007-10	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	67181
03-15-2007	2007-09	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	64964
03-15-2007	2007-08	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	64037
03-15-2007	2007-07	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	62116
03-15-2007	2007-06	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	60963
03-15-2007	2007-05	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	59183
03-15-2007	2007-04	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	57855
03-15-2007	2007-03	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	56820
03-15-2007	2007-02	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	54736
03-15-2006	2007-01	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	54490
03-15-2006	2006-12	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	53971
03-15-2006	2006-11	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	52818
03-15-2006	2006-10	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	51314
03-15-2006	2006-09	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	49966
03-15-2006	2006-08	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	48890
03-15-2006	2006-07	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	47945
03-15-2006	2006-06	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	46407
03-15-2006	2006-05	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	45945
03-15-2006	2006-04	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	44711
03-15-2006	2006-03	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	42863
03-15-2006	2006-02	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	41896
03-15-2006	2006-01	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	40384
03-15-2005	2006-12	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	39193
03-15-2005	2006-11	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	38061
03-15-2005	2006-10	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	36963
03-15-2005	2006-09	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	36038
03-15-2005	2006-08	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	35290
03-15-2005	2006-07	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	32969
03-15-2005	2006-06	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	30911
03-15-2005	2006-05	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	30324
03-15-2005	2006-04	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	29333
03-15-2005	2006-03	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	27672
03-15-2005	2006-02	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	27096
03-15-2005	2006-01	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	25083
03-15-2004	2006-12	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	24642
03-15-2004	2006-11	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	23852
03-15-2004	2006-10	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	21983
03-15-2004	2006-09	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	21993
03-15-2004	2006-08	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	19137
03-15-2004	2006-07	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	17288
03-15-2004	2006-06	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	16670
03-15-2004	2006-05	40.00	40.00	0.00	40.00	RENT	007340845-01 THE GRAND FUND	16669

Total Payments: 8961.00

SC - COMMISSION OF REED CORP
STATE OF CALIFORNIA

Local: 53
User: NEDDO

AUTO CC.

0095 Current Number/Lodgere

Handwritten marks and symbols in the top right corner.



TEAMSTERS LOCAL 853

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS & TEAMSTERS' JOINT COUNCIL #7
2100 MERCED STREET • SAN LEONARD, CALIFORNIA 94577
TELEPHONE: (510) 895-8855 • (800) 408-1250 • FAX: (510) 895-6855
email: connections@teamsters853.org

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

Ronnie A. Aloise
Principal Officer
Secretary-Treasurer

Stephen J. Mack
President

John C. Becker, Sr.
Vice President

Antonio Christian
Recording Secretary
Business Agent

Michael Amari
Trustee/Business Agent

Michael Fortale
Trustee

Robert Baker
Trustee

Business Agents

Ron Faresin

Bob Sardo

Dan Varde

Dennis Hart

Lee Lakshin

Chuck Davis

Low Wilens

Phil Torantino

Pete Easton

Steve Neffer

Bo Morgan

Jesse Casquetto

Adolph Felix

Jack Albrecht

John Arnolfo

Steve Zucker

Dan Harrington

Lox Schmidt

Efren Alarcon

I LISA RAMSEY 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 \$ 40.00,
beginning with the month of 10/1/10.

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

Credit Card Information (with MasterCard or Visa logo only):

6681/14 07/16 495
12/11
12/14
Expiration Date

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

Lisa Ramsey 4/31/10
Signature Date

Address: P.O. Box 596
Street
Hanford, CA. 94501
City, State, Zip Code

Phone: 510-712-0791

Last 4 Digits of SS#: 1677 Employer: GrandFund L

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

Representing Members in Warehousing, Dairy, Liquor, Bakery, Construction, Building Materials, Newspaper, Printing, Vending, Concession, Retail Delivery, Automotive, Retail, Graphic Communications, and Miscellaneous Industries



Phone: 310.207.3164

From:
To:
Subject:

Charles Bartolotta [mailto:cbartolotta@stg.com]
Sent: December 22, 2014 8:51 AM
To: Russel Alkins
Subject: Re: Negotiations



Charles, was it then

Charles Bartolotta
310.207.3164

On Dec 22, 2014, at 08:07, Russel Alkins <ralkins@stg.com> wrote:

Let's just do the figure. 8:00 am ok?

From: Charles Bartolotta [mailto:cbartolotta@stg.com]
Sent: Monday, December 22, 2014 8:01 AM
To: Russel Alkins
Subject: Re: Negotiations

Bartolotta would be good, if you're buying then I'll go to your. When and where?

Charles Bartolotta
310.207.3164

On Dec 22, 2014, at 07:57, Russel Alkins <ralkins@stg.com> wrote:

Tuesday isn't a great day. My office is closed Wednesday, but I will buy you breakfast or you can swing over for a cup of coffee and we can figure it out.

From: Charles Bartolotta [mailto:cbartolotta@stg.com]
Sent: Sunday, December 20, 2014 12:22 PM
To: Russel Alkins
Subject: Re: Negotiations

Tim, cannot tell week, let's get to it. I can meet at your office Tuesday AM if that works?

CS

Chris Bantala

910.207.3164

On Dec 20, 2014, at 10:40, Roman Aboles <raab@stanford.edu> wrote:

We need to meet to review your contract, have actual negotiations and a vote, signed into by all people covered by the contract, or I have to disclaim interest. Let's talk during the week.

TEAMSTERS BENEFIT TRUST

APPLICATION AND SUBSCRIBER'S AGREEMENT

3/4/04

sent to
TPT
3/4/04

Employer The Grand Fund
Address P.O. Box 458611, Vallejo Avenue
Oakland, CA 94611-2082

By Employer	By Union
Co. is a Corporation <input checked="" type="checkbox"/>	New Account <input type="checkbox"/>
Partnership <input type="checkbox"/>	Rate Change <input type="checkbox"/>
Proprietorship <input type="checkbox"/>	Current Payment <input type="checkbox"/>
Other <input type="checkbox"/>	Inter-Fund Transfer <input type="checkbox"/>

Plan No: (518) 707-3164 Employee Benefit Contact Person Mr. Charles Bertuccio

No. of Covered Participants 3 Bargaining Unit 3 Current Rates TRK COBA TRK

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 employees, all districts, 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 • Clerk _____ Number _____ • Other (specify) _____ Number _____ Total non-collectively bargained employees to be covered: _____

Benefit Schedule Plan V (TRK Plan I, II, III, IV, V or O) NOTE: For Plan A, use Plan A form. Current contribution 1205.00
Supplemental Benefit _____ Supplemental Benefit _____
Retirement Security Plan Yes No 121.30 Total contribution on commencement date: 1326.30

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

The undersigned Employer has entered into a collective bargaining agreement with Teamsters Local Union No. 853 under which it is required to contribute to the Trust Fund ("Fund"), and desires to apply for coverage 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 Trustees now in office, and their successors, to administer the Fund as the representatives 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 maintain the amount specified by the Trustees to, (1) provide benefits for each employee covered by the collective bargaining agreement and for each additional employee accepted by the Fund as participants in the Plan pursuant to uniform rules and provided such 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 amount specified in the Trust Agreement, the Employer understands and agrees that the Trustees may assess certain additional amounts as interest, liquidated damages, penalty's fees and other collection costs. Gross contributions paid to the Fund shall be refunded or credited only for the 12 calendar months preceding the date the Fund receives notice of the error or, if determined through a payroll audit by the Fund's accountant, the 12 calendar months preceding the last month certified. Deductions shall be made from such amounts pursuant to the rules adopted by the Trustees.

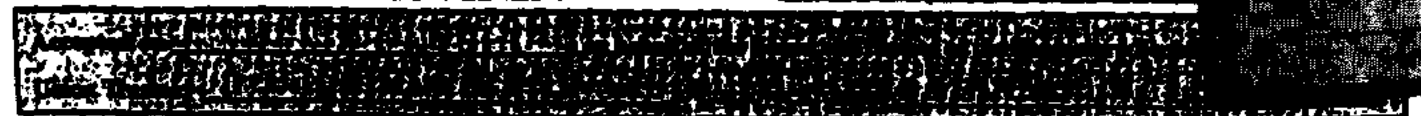
The Employer hereby agrees to make available in the State of California to the Trustees or their agents, all books, records, and papers necessary to conduct an audit to verify that the required contributions have been paid. The Employer hereby agrees that in the event it withdraws from the Fund, the Fund is entitled to assert 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 negotiation 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 within extension thereof). By signing this agreement, the Employer acknowledges and agrees that it may not terminate its participation in the Fund during the life of the applicable collective bargaining agreement without the consent of the Trustees.

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

For Union Rose A. Moore, Sec'y/Tras.
Date: 3/4/04

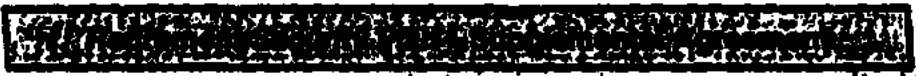
For Employer Charles A. Bertuccio
Date: 3.4.04



DISTRIBUTION: Send yellow 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
SPS
at
10/1/04



Employer: The Grand Fund

Address: P.O. Box 6506114, LaSalle Avenue
Oakland, CA 94611-2002

Phone No: (510) 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.

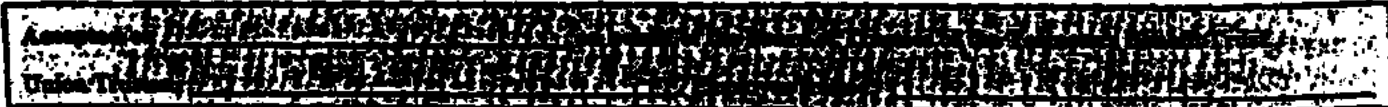
The Employer has subsequently agreed to amend its collective bargaining agreement(s) to provide for participation in the Fund's Retirement Security Plan. In addition to its obligation to contribute to TBT Plan V, (commencing on the first day of March 2004, based on qualifying hours worked in the preceding 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: Rene A. Aloise, Secretary
Date: 3/4/04

For Employer: Charles A. Bertuccio
Date: 3.08.04



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

RECEIVED
APR 22 2007
Teamsters Insurance Adm., Inc.

TEAMSTERS BENEFIT TRUST

APPLICATION AND SUBSCRIBER'S AGREEMENT **For P**

APPENDIX - SA 37

The GrandFund
3724 Happy Valley Road
Lafayette, CA 94549

By Employer	By Union
Co. is a Corporation <input checked="" type="checkbox"/>	New Account <input type="checkbox"/>
Partnership <input type="checkbox"/>	Rate Change <input type="checkbox"/>
Proprietorship <input type="checkbox"/>	Contact Removed <input type="checkbox"/>
Other <input type="checkbox"/>	Inter-Fund Transfer <input type="checkbox"/>

Phone No.: (925) 299-9149 Employee Benefits Contact Person: Mr. Charles Bertucio, Principal

No. of Covered Participants: 2 Bargaining Unit: 2 Current Rates: Unk COBRA: Unk

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 clerical, 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: Supervisors _____ Number _____ • Clericals _____ Number _____ • Other (specify) _____
Number _____ Total non-collectively bargained employees to be covered: _____

Benefit Schedule: Plan V (TBT Plan I, I-A, II, III-A, IV, V, V-A) NOTE: Plan A, use Plan A form. Current contribution: \$93.00
Supplemental Benefit: _____ \$ _____ Supplemental Benefit: _____ \$ _____
Retirement Security Plan Yes No \$199.30 Total contribution on commencement date: \$ 1192.30

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 agreements 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 Trustees now in office, and their successors, to administer the Fund as the representatives of the Employer with full authority to act for the Employer in the administration of the Fund.

Commencing on the first day of March 2007 (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 Trustees to, (1) provide benefits for each employee covered by the collective bargaining agreement and for such additional employees accepted by the Fund as participants in the Plan pursuant to uniform rules and provided such 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 Trustees may assess 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 months 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 months preceding the last month audited. Deductions shall be made from such refunds pursuant to the rules adopted by the Trustees.

The Employer hereby agrees to make available in the State of California to the Trustees 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 thereto). By signing this agreement, the Employer acknowledges and agrees that it may not terminate its participation in the Fund during the life of the applicable collective bargaining agreement without the consent of the Trustees.

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

For Union: Rose A. Aloise, Secty/Treas.
(Print or Type Name)
[Signature]
Date: 2/21/07

For Employer: Charles Bertucio
(Print or Type Name)
[Signature]
Date: 3/23/07

Accepted on 4/27/07, on behalf of the Board of Trustees of the Teamsters Benefit Trust.
Union Trustee: [Signature] Employer Trustee: [Signature]

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

RECEIVED

APR 2 2007

Lafayette Insurance Adm., Inc.

TEAMSTERS BENEFIT TRUST
APPLICATION AND SUBSCRIBER'S AGREEMENT

APPENDIX - SA 38

Retirement Security Plan - Supplemental Agreement

Employer: The GrandFund

Address: 3724 Happy Valley Road

Lafayette, CA 94549

Phone No.: (925) 299-9149

Employee Benefits Contact Person: Mr. Charles Bertucio, Principal

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, 2007 to February 28, 2012, 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, 2007, 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 \$ 199.30 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: Rome B. Aloise, Secty/Treas.
(Print or Type Name)
[Signature]
(Signature)

For Employer: Charles Bertucio, Principal
(Print or Type Name)
[Signature]
(Signature)

Date: 2/21/07

Date: 3/28/07

Accepted on 4/27/07, on behalf of the Board of Trustees of the Teamsters Benefit Trust.
Union Trustee: [Signature] Employer Trustee: [Signature]

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

Cal Access

Advanced Search

Lobbying Activity BROAD & GUSMAN, LLP

View:

- General Information
- Financial Activity/Filing History

Legislative Session

- 2015 through 2016
- Historical
 - 2013 through 2014
 - 2011 through 2012
 - 2009 through 2010
 - 2007 through 2008
 - 2005 through 2006
 - 2003 through 2004
 - 2001 through 2002
 - 1999 through 2000

Individual Lobbyists

Lobbying Firms

Lobbyist Employers

\$5,000 - Plus Payments To Influence

Daily Filings/Directory Changes

Lobbying firms file quarterly financial disclosure reports during the course of a two-year legislative session. Check here to learn the payments received by the firm from its clients on a quarter by quarter basis.

LOBBYING PAYMENTS RECEIVED 2013-2014 LEGISLATIVE SESSION	
QUARTER	AMOUNT
2013, QUARTER 8	\$220,610.75
2013, QUARTER 7	\$267,154.14
2013, QUARTER 6	\$254,851.12
2013, QUARTER 5	\$253,546.79
2013, QUARTER 4	\$233,955.29
2013, QUARTER 3	\$306,326.59
2013, QUARTER 2	\$247,511.62
2013, QUARTER 1	\$213,523.87

CLIENTS		
FILER NAME	QUARTER # PAYMENTS	2013/2014 PAYMENTS
AMERICAN BAIL COALITION	\$3,250.00	\$71,534.44
CALIFORNIA CONFERENCE OF MACHINISTS	\$13,500.00	\$108,360.00

CALIFORNIA CONFERENCE OF THE AMALGAMATED TRANSIT UNION	\$21,528.49	\$163,855.11
CALIFORNIA HARNESS HORSEMEN'S ASSOCIATION	\$0.00	\$6,000.00
CALIFORNIA OFFICIAL COURT REPORTERS ASSOCIATION	\$3,012.00	\$24,865.37
CALIFORNIA PODIATRIC MEDICAL ASSOCIATION	\$0.00	\$32,829.40
CALIFORNIA TEAMSTERS PUBLIC AFFAIRS COUNCIL	\$23,620.26	\$192,816.62
CENTER FOR ENVIRONMENTAL HEALTH	\$0.00	\$13,200.00
COALITION FOR ENHANCED MARINE RESOURCES	\$0.00	\$18,000.00
CONSUMER ATTORNEYS OF CALIFORNIA	\$16,500.00	\$178,109.62
ENGINEERS AND SCIENTISTS OF CALIFORNIA LOCAL 20, IFPTE AFL-CIO & CLC	\$9,060.00	\$65,840.00
EXPRESS SCRIPTS HOLDING COMPANY	\$18,000.00	\$138,000.00
GOLDEN BEAR RACING	\$0.00	\$30,000.00
INSULATORS & ALLIED WORKERS LOCAL 5	\$0.00	\$12,145.09
INTERNATIONAL LONGSHORE AND WAREHOUSE UNION, COAST LONGSHORE DIVISION	\$5,000.00	\$63,560.00
JOCKEYS' GUILD, INC.	\$8,350.00	\$70,282.09
KNUDSEN & ASSOCIATES	\$22,500.00	\$90,000.00
PESTICIDE ACTION NETWORK NORTH AMERICA REGIONAL CENTER DBA PESTICIDE ACTION NETWORK NORTH AMERICA	\$0.00	\$15,000.00
PROFESSIONAL AND TECHNICAL ENGINEERS LOCAL 21, AFL-CIO	\$7,500.00	\$60,360.00
SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT	\$10,000.00	\$115,000.00
SAG-AFTRA	\$7,000.00	\$21,000.00
SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY	\$16,500.00	\$128,718.29
THE SPORTFISHING CONSERVANCY	\$0.00	\$0.00
TRACFONE WIRELESS, INC.	\$0.00	\$45,000.00
TWO JINN, INC. DBA ALADDIN BAIL BONDS	\$9,750.00	\$78,302.00
UNITE HERE! AFL-CIO	\$18,000.00	\$132,000.00
UNITED ANGLERS	\$3,040.00	\$28,892.00
UNITED FOOD AND COMMERCIAL WORKERS REGION 8 STATES COUNCIL	\$0.00	\$50,859.44
UTILITY WORKERS UNION OF AMERICA, LOCAL 132	\$4,500.00	\$36,000.00
WATCH AND WAGER LLC	\$0.00	\$6,450.70

REPORT OF LOBBYING FIRM (F625)	
FILING PERIOD: 10/01/2014 - 12/31/2014	FILED ON: 2/2/2015 4:26:43 PM
FILING NUMBER: 1931604	AMENDMENT #1
REPORT OF LOBBYING FIRM (F625)	
FILING PERIOD: 07/01/2014 - 09/30/2014	FILED ON: 10/29/2014 2:25:37 PM
FILING NUMBER: 1908578	ORIGINAL FILING
REPORT OF LOBBYING FIRM (F625)	
FILING PERIOD: 04/01/2014 - 06/30/2014	FILED ON: 8/11/2014 2:08:10 PM

FILING NUMBER: 1866919	AMENDMENT #1
REPORT OF LOBBYING FIRM (F625)	
FILING PERIOD: 10/01/2013 - 12/31/2013	FILED ON: 4/30/2014 3:21:41 PM
FILING NUMBER: 1818193	AMENDMENT #2
REPORT OF LOBBYING FIRM (F625)	
FILING PERIOD: 01/01/2014 - 03/31/2014	FILED ON: 4/30/2014 2:53:24 PM
FILING NUMBER: 1845630	ORIGINAL FILING
REPORT OF LOBBYING FIRM (F625)	
FILING PERIOD: 07/01/2013 - 09/30/2013	FILED ON: 1/31/2014 1:32:54 PM
FILING NUMBER: 1799904	AMENDMENT #1
REPORT OF LOBBYING FIRM (F625)	
FILING PERIOD: 01/01/2013 - 03/30/2013	FILED ON: 7/29/2013 3:09:41 PM
FILING NUMBER: 1761378	AMENDMENT #2
REPORT OF LOBBYING FIRM (F625)	
FILING PERIOD: 04/01/2013 - 06/30/2013	FILED ON: 7/29/2013 2:44:58 PM
FILING NUMBER: 1779919	ORIGINAL FILING
LOBBYING FIRM REGISTRATION STATEMENT (F601)	
FILING PERIOD: 12/19/2012 - 12/19/2012	FILED ON: 12/19/2012 3:20:03 PM
FILING NUMBER: 1718764	AMENDMENT #1

Romã Aloise

From: Roma Aloise
Sent: Friday, February 03, 2012 11:38 AM
To: Laninicreekside@aol.com; tclizbe@hmcebs.com
Subject: Re: Fwd: TBT info

After a significant battle-Tara is getting the business. You both owe me...
Sent via BlackBerry by AT&T

-----Original Message-----

From: Vickie Lanini <laninicreekside@aol.com>
Date: Thu, 2 Feb 2012 00:24:05
To: <raloise@teamsters853.org>
Subject: Fwd: TBT info

IF you have a minute can you read this before your Trust meeting on Friday.... I just want to make sure Jim R. explains it properly. It is definitely a better overall program, for a less cost. If it doesn't improve the groups overall costs/health then you are no worse off and you have saved money.

Thanks for taking the time,
Vickie

Vickie Lanini
GrandFund
(925) 398-8225
CA LIC # 0C09779
laninicreekside@aol.com

-----Original Message-----

From: Tera Clizbe <tclizbe@hmcebs.com>
To: Vickie Lanini <laninicreekside@aol.com>
Sent: Wed, Feb 1, 2012 6:46 pm
Subject: TBT info

Hi Vickie,

Want to be sure I provide you with some insight to the pricing. I would hate our pricing or proposal to be misunderstood.

I see 2 options:

Option 1- Self Funded population only

• The blended Wellness/Disease Management for the Self Funded population- \$4.60 pmpm-(this includes spouse or domestic partner)- 2 year rate guarantee

(Healthways is \$3.70 per life according to the proposal, so member +spouse is \$7.40)

This program covers those that are chronically ill with specified disease states for low, moderate and high levels-
Disease Management

- Those that want to improve their lifestyle and may not have been diagnosed with a chronic condition-Wellness
- Provides information to keep healthy people healthy and those at low to moderate risk from going to high.-
Wellness

Option 2 – Self Funded blended Wellness/DM program and Wellness for HMO participants

- Covers the Total population of the Trust Fund
- Wellness only HMO-Kaiser/UHC -\$2.75 pmpm (this includes spouse or domestic partner)- 2year rate guarantee
- The blended Wellness/Disease Management for the Self Funded population only- \$4.60 pmpm-2 year rate guarantee
- We would only charge for the preventive Wellness program for those in the HMO and refer them to the programs they have within their HMOs for chronic disease management as we know both Kaiser and UHC are supposed to have disease management programs built into their core benefits

I just want to make a comment. We only added the Kaiser and Pacificare membership as an optional offering for the group. As you know the core program is with the self funded population. The idea of including the HMO population was that we would create a consistent, preventive Wellness program across the membership and brand a TBT lifestyle behavioral change program for all participants. As I stated, we are able to refer higher levels of care to the DM programs within Kaiser/UHC.

I was hoping that if we priced the program competitively enough we could create and brand a Wellness program that would be consistent with all members. Also, we will be able to do some risk stratification for wellness based on the Rx claims from the HMO's so there would be some interventions not currently being pulled by Kaiser or UHC because they do not have the Rx claims. Therefore, this would help assist in controlling the increase in chronic conditions and claims related to the HMOs.

Let me know if you need anything else or if this is good.

Thank you!
Tera
Tera L. Clizbe

Tera L. Clizbe
HMC Companies
Executive Vice President of Business Development

161 Virginia Lane
Alamo, Ca 94507
(510) 610-4043 - Direct
(925) 406-4544 - Office

tclizbe@hmcebs.com
www.hmccompanies.com

Partners in Total Health Care Management

Rome Aloise

From: Rome Aloise
Sent: Wednesday, April 11, 2012 3:06 PM
To: Laninicrookside@aol.com
Subject: Re: JRHoffa

Good. In Chicago back tonight.
Sent via BlackBerry by AT&T

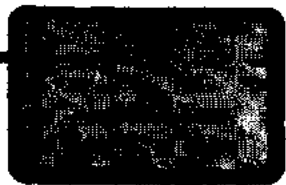
From: Vickie Lanini <laninicrookside@aol.com>
Date: Wed, 11 Apr 2012 17:57:39 -0400 (EDT)
To: <raloise@teamsters853.org>
Subject: JRHoffa

FYI....

I spoke to Tern today and she confirmed that HMC, her parent company, has donated to the event with an ad and a couple of golfers....

Vickie Lanini
GrandFund
(825) 398-8225
CA LIC # OC06778
laninicrookside@aol.com

Chief Investigator's Office



From: johnslateryibt@att.blackberry.net
Sent: Tuesday, September 24, 2013 2:02 PM
To: Slatery John
Subject: Fw: HMC Healthworks
Attachments: image001.jpg

Sent via BlackBerry by AT&T

From: Rome Aloise <Raloise@teamsters853.org>
Date: Tue, 24 Sep 2013 00:02:38 +0000
To: johnslateryibt@att.blackberry.net<johnslateryibt@att.blackberry.net>
ReplyTo: Rome Aloise <Raloise@teamsters853.org>
Subject: Re: HMC Healthworks

Tara chrisby

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

From: johnslateryibt@att.blackberry.net
Date: 09/23/2013 5:01 PM (GMT-08:00)
To: Rome Aloise <Raloise@teamsters853.org>
Subject: Re: HMC Healthworks

Who is that? Tara? Jan?
Sent via BlackBerry by AT&T

From: Rome Aloise <Raloise@teamsters853.org>
Date: Mon, 23 Sep 2013 23:47:54 +0000
To: johnslateryibt@att.blackberry.net<johnslateryibt@att.blackberry.net>
Subject: RE: HMC Healthworks

As long as my person gets the credit, I have no problem

From: johnslateryibt@att.blackberry.net [mailto:johnslateryibt@att.blackberry.net]
Sent: Monday, September 23, 2013 4:43 PM
To: Rome Aloise
Subject: Fw: HMC Healthworks

How are we with HMC?

Sent via BlackBerry by AT&T

From: "Dennie Castillo" <denniec@959trusts.com>

Date: Mon, 23 Sep 2013 19:36:05 -0400

To: <johnslateryibt@att.blackberry.net>

Subject: HMC Healthworks

Hello John,

As a brief introduction, I'm currently transitioning over as Administrator for the Alaska Teamster Pension and Health & Welfare funds. Rose Kalamarides is retiring at the end of the year so she can enjoy being a ski bum full time. J

I'm reaching out to you for additional information on the recent changes to the IBT's disease management program. Our plan consultant informed us that the IBT is partnering with HMC HealthWorks to manage its disease management program. We were considering partnering with a program that the Philadelphia Teamsters currently have in place with HealthCare Strategies, Inc. Bill Einhorn has had great success in reducing claim costs since implementing a mandatory disease program through Healthcare Strategies, Inc. Naturally, this piqued our interest.

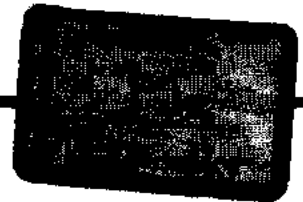
Do you have a contact at HMC Healthworks? I'm interested in finding out more about HMC HealthWorks' DM program. Our plan is in need of a comprehensive chronic illness/disease management program.

Also, wanted to let you know that we have decided to partner with TeamStar. Medicare eligible retirees are transitioning over to TeamStar, effective January 1, 2013. Ed Sullivan and Ross Konigsburg did an excellent job presenting to the BOT a couple of weeks ago in Seattle.

Look forward to hearing from you.

Respectfully,

Chief Investigator's Office



From: Rome Aloise
Sent: Tuesday, March 05, 2013 7:32 PM
To: johnslateryibt@att.blackberry.net
Subject: Re: HMC endorsement letter

2018

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

From: johnslateryibt@att.blackberry.net
Date:
To: Rome Aloise <Raloise@teamsters853.org>
Subject: Re: HMC endorsement letter

Ok. Maybe Unity???

Sent via BlackBerry by AT&T

From: "Rome Aloise" <Raloise@teamsters853.org>
Date: Tue, 5 Mar 2013 19:25:30 -0500
To: <johnslateryibt@att.blackberry.net>
ReplyTo: "Rome Aloise" <Raloise@teamsters853.org>
Subject: RE: HMC endorsement letter

Hold it for the next committee meeting

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

From: Slatery John <JSlatery@teamster.org>
Date:
To: Rome Aloise <Raloise@teamsters853.org>
Subject: FW: HMC endorsement letter

FYI

From: Slatery John
Sent: Tuesday, March 05, 2013 4:10 PM
To: Hall Ken
Cc: Ford Leah; Benzer Linda; Slatery John
Subject: HMC endorsement letter

Hi Ken,

John Coli called and told me that you and he discussed the IBT endorsing the wellness provider, HMC, and he said that you did not see a problem sending out a letter.

Attached is a letter drafted by HMC and tweaked by me for your consideration.

I am familiar with HMC through the UFCW and Teamsters. They seem to have a decent product as they have over 30 Teamster and UFCW funds under contract. Without doing an RFP, I cannot determine if they are giving the best deals and best services but anecdotally it appears they have few if any complaints on cost and service. Rome uses them at TBT, which includes our IBT staff health plan.

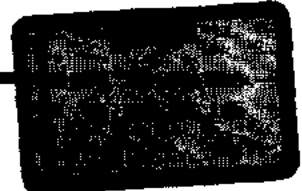
In the past we have utilized the members of the Teamsters Benefits Committee to review and endorse these types of programs wherein then we negotiate favorable pricing and contract terms for Funds to consider. However, if we are not going to go through the time and expense of that process, I don't see the harm in sending out an endorsement letter like the attached.

Please let me know if you are ok with this and I will start the process of getting it sent out to the IBT funds/locals.

John

PS Good luck with UPS and, when do you think I can start talking to John O'Brien of OPM? Time is running out on the Multi State option.

Chief Investigator's Office



From: Dave Hawley <dave@teamsters137.com>
Sent: Monday, February 04, 2013 6:26 PM
To: Rome Aloise
Subject: RE:

We had a member come in with a generic RX. He is now on our HSA plan so he pays for it when he is within his deductible. When he went to fill his RX it was \$600 for a 90 day supply with Well Dyne. We checked Costco mail order on line and it was \$297. So I am checking things out. Maybe Darrell can make a new best friend at a new provider if we switch.

From: Rome Aloise [mailto:Raloise@teamsters853.org]
Sent: Monday, February 04, 2013 3:20 PM
To: Vickie Lanini
Cc: Dave Hawley
Subject: FW:

Here it is. Vicki please contact them. But good luck getting rid of these guys. Darrell may actually murder you over this...

From: Dave Hawley [mailto:dave@teamsters137.com]
Sent: Monday, February 04, 2013 3:04 PM
To: Rome Aloise
Subject:

Would you please have the person that is the Rep. for Prescription Solutions contact me. Getting old I can't remember her name. I am having some issues with Well Dyne and I may be recommending a RFP at our next Trust meeting which is the 21st and 22nd of this month.

Rome Aloise

From: Rome Aloise
Sent: Tuesday, December 04, 2012 10:12 AM
To: laninicrookside@aol.com
Subject: RE: Tim Boyce

When I get it I will. Thanks he needs reinstatement to the time he was discontinued which is Sept I think

From: laninicrookside@aol.com [mailto:laninicrookside@aol.com]
Sent: Tuesday, December 04, 2012 10:09 AM
To: Rome Aloise
Subject: Re: Tim Boyce

Can someone send us the info on Tim so we can work on it?
Sent via BlackBerry by AT&T

From: "Rome Aloise" <Raloise@teamsters853.org>
Date: Tue, 4 Dec 2012 10:08:06 -0800
To: Vickie Lanini <laninicrookside@aol.com>
Subject: RE: Tim Boyce

Thanks on my way to the airport to DC, would have liked to see you before but...

From: Vickie Lanini [mailto:laninicrookside@aol.com]
Sent: Tuesday, December 04, 2012 9:17 AM
To: Rome Aloise; gabriel_r_lanini@uhc.com
Subject: Fwd: Tim Boyce

Can you get Gabe and myself this info and we will work on it.... I am getting ready for a Lunch... I will call you in a little while... are you around?

Vickie Lanini

GrandFund

(925) 398-8225

CA LIC # OC09779

laninicrookside@aol.com

-----Original Message-----

From: Lanini, Gabriel R <gabriel_r_lanini@uhc.com>
To: Vickie Lanini <laninicrookside@aol.com>

Sent: Tue, Dec 4, 2012 9:13 am
Subject: RE: Tim Boyce

SSN, Member ID number, Group name (For confirmation purposes), What was the "Clerical Error" and what action does he want completed (ie. Reinstatement, simple reason for term or new coverage)

Gabriel R. Lanini, Strategic Account Executive

UnitedHealthcare - Public Sector

Government, Labor & Education

(Office) 925.602.2838

From: Vickie Lanini [<mailto:laniniecreekside@aol.com>]
Sent: Tuesday, December 04, 2012 9:10 AM
To: Lanini, Gabriel R
Subject: Fwd: Tim Boyce

Vickie Lanini

GrandFund

(925) 398-8225

CA LIC # OC09779

laniniecreekside@aol.com

-----Original Message-----

From: Rome Aloise <Raloise@teamsters853.org>
To: Vickie Lanini <laniniecreekside@aol.com>
Sent: Tue, Dec 4, 2012 9:01 am
Subject: Tim Boyce

This is Deb's son who is now living in California, but was covered by United Healthcare in NY. He is saying that they canceled his healthcare in September due to a "clerical" error. Supposedly he has some attorney in NY working on it. What other info do you need to check into the circumstances for me? I tried to call you but your phone went to VM. Where are you?

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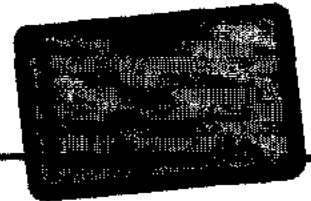
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Rome Aloise

From: Rome Aloise
Sent: Wednesday, December 12, 2012 9:37 AM
To: Laninicrookside@aol.com
Subject: Re: Hey..

Please
raloise@teamsters853.org



From: laninicrookside@aol.com
Date: Wed, 12 Dec 2012 17:21:41 +0000
To: <raloise@teamsters853.org>
ReplyTo: laninicrookside@aol.com
Subject: Re: Hey..

Yes, individual. Would you like Gabe to find him a contact person in that Department?
Sent via BlackBerry by AT&T

From: raloise@teamsters853.org
Date: Wed, 12 Dec 2012 11:05:33 +0000
To: Laninicrookside@aol.com <laninicrookside@aol.com>
ReplyTo: raloise@teamsters853.org
Subject: Re: Hey..

Can he get coverage in CA?
raloise@teamsters853.org

From: Vickie Lanini <laninicrookside@aol.com>
Date: Tue, 11 Dec 2012 14:08:42 -0500 (EST)
To: <raloise@teamsters853.org>
Subject: Re: Hey..

Can't remember if I got back to you after this last communication from you...but he did get 28 months of Cobra.... I believe that was an extension... It use to only be 18 months max.
If I can help in any other way let me know.

Vickie
Vickie Lanini
GrandFund
(925) 308-8225
CALIC # OC09779
laninicrookside@aol.com

-----Original Message-----
From: [raloise](mailto:raloise@teamsters853.org) <raloise@teamsters853.org>
To: Laninicrookside@aol.com <laninicrookside@aol.com>; gabriel_r_lanini <gabriel_r_lanini@uhc.com>
Sent: Thu, Dec 6, 2012 3:55 pm
Subject: Re: Fwd: Hey..

I thought the Feds extended Cobra not necessarily the state?
raloise@teamsters853.org

From: Vickie Lanini <laninicrookside@aol.com>
Date: Thu, 6 Dec 2012 14:26:26 -0500 (EST)
To: <raloise@teamsters853.org>

Subject: Fwd: Hey..

FYI.... Let me know if you want us to help in any other way ???
Vickie

Vickie Lanini
GrandFund
(925) 396-8225
CA LIC # OC09779
laninivickie@aol.com

-----Original Message-----

From: Lanini, Gabriel R <gabriel_r_lanini@uhc.com>
To: Vickie Lanini <laninivickie@aol.com>
Sent: Wed, Dec 5, 2012 4:05 pm
Subject: RE: Hey..

Hey

I found the member in the system. It looks as though the member was put on COBRA 3/1/2010 and terminated 7/1/2012. There was no unusual member movement, meaning it simply looks as though on 7/1 he had exhausted his COBRA limit.

Unfortunately, this is NY and AB1401 (CA Extended COBRA) does not exist. I don't think we can retro add him to the group unless he talks to the old employer and works out a deal to be an Active on the group while paying the premium out of pocket.

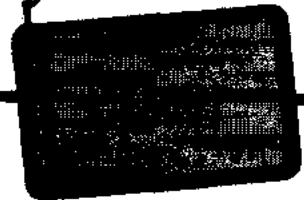
If you have any other ideas let me know
Gabe

Gabriel R. Lanini, Strategic Account Executive
UnitedHealthcare - Public Sector
Government, Labor & Education
(Office) 825.602.2838

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Chief Investigator's Office

8 p p



From: Stuart Korshak <Stuart@kkks.com>
Sent: Wednesday, March 06, 2013 3:30 PM
To: Rome Aloise
Subject: FW: SWS California
Attachments: Labor Summit Agenda 7_26_12 With Notes and Follow Up Items.doc

*(do we have
attachment)*

FYI

From: Stuart Korshak
Sent: Wednesday, March 06, 2013 12:29 PM
To: Hager, Lee
Subject: SWS California

Lee,

I agree we have to get to the bottom of it. Unfortunately, what I think happened is Bobby must have had umpteen meetings and calls with your operations execs and vendors but wanted to handle the labor issues himself as he usually does and avoided talking to us about it after raising it with us initially in our July 26 labor summit. Prior to that, we had heard for years about Bobby's plans to buy land for the Chaplins in the Valley for a super warehouse and move SWS's Northern Cal warehouse from Rome's area to the Valley. We had heard that Tom opposed that plan for operational reasons and that Rome opposed it because he said the Valley locals were nuts and because he wanted the work for his members and his home local. We heard that Tom won that debate and that Rome had worked with Tom, Larry and Bobby to find alternative locations within his geography until SWS found space for expanding in Union City itself. We heard nothing more about the Valley for quite some time after that until Bobby raised it again when he sent us his agenda for the labor summit last summer. Christine took the minutes of the summit call on July 26 and sent them to everyone four days later (see below and attached). They show that Bobby informed us in that call that he was planning a SSC that would be a third party warehouse. Rick and I responded that we couldn't begin to discuss how the Teamsters would react to that without seeing all the specifics of the plan. We needed a lot more facts to figure that that out, given the history of the aborted move of the Northern Cal warehouse to the Valley which Rome had opposed and given the fact that the cases and pallets in SWS's existing off-site storage facilities in the North are driven back to SWS Union City warehouse by SWS's drivers and may be moved around and loaded onto SWS's trucks within those off site warehouses by SWS's union warehousemen. In the South, I believe all of SWS's products including its slow moving items are handled solely by its own union workers without any outside storage. Bobby promised during the call to send us the specifics of his plan so that we could evaluate the labor issue and get back to him, but he never did, so we assumed that his newest Valley plan like its predecessors wasn't moving forward quickly or at all. The first we heard that his plan had actually had moved forward and was about to open was yesterday when you sent us Tom's and Rome's emails.

Before we decide out how SWS should respond to Rome's inquiries, we need to know everything I have been asking for about this planned change in operations. Rome will undoubtedly demand to know if any of the work planned for this facility is currently done by union members in California or elsewhere or if it is possible that that will occur in the future. He will want to know why SWS didn't talk to him about this in advance and why he is hearing about it first from his members who are worried that their jobs are being moved away and that they will be out of work soon. His emails to Tom already imply that he thinks SWS is hiding something from him again. Depending on what the current and future plan is for this facility, Rome may have a valid claim to jurisdiction over its workers. Whether or not that proves to be the case, we still have the credibility issue because of Rome's perception that SWS only talks to him when it wants something or when it gets caught and that the relationship is not a two way street, mutually beneficial, or one based on trust and respect. You and I and the Chaplins spend enormous amounts of time with Rome explaining that that is not the case and that SWS wants a mutually beneficial relationship and values his support legislatively and is making the right deal everywhere it operates. But our collective efforts to do that keep getting undercut by others at SWS acting the opposite way, e.g. Rome's belief that Brad called the Underwoods and asked them to work with SWS to fight Rome in the last California sales negotiations and his belief that Bobby mishandled the labor issues in Minnesota and PA/NJ and angered the Teamsters there and that he had to step in and spend a lot of time putting out the fires after the fact.

Like the other issues you and I deal with, we will work our way through this one eventually and figure something out. It will be tougher than it should have been and have a less predictable outcome because we are approaching it after the cow is out of the barn and not at birth, which is when we should have addressed it with Rome. On the other hand, I guess we shouldn't complain and that is why they need guys like you and me (and our friend from Sacramento). Take care and talk to you at 145 my time today.

And let me know the minute you hear anything from Yale, and the others. I always wanted to go to Harvard and didn't get in and only got into Yale off the waiting list. I want Ryan to get in everywhere he wants to and now.

Stuart

**From: Rick Kracoff
Sent: Tuesday, March 05, 2013 4:46 PM
To: Stuart Korshak
Subject: FW: SWS 7/26/12 Labor Summit - Summary of Key Discussion Points and Follow Up Items**

See Christine's notes on item III of the attached. I'm not aware of them ever sending anything to us to review on this issue after that call.

From: Christine Nentwig
Sent: Monday, July 30, 2012 9:28 AM
To: Burg, Bobby; Morsing, Phil
Cc: Hager, Lee; Stuart Korshak; Rick Kracoff; Bill Glynn
Subject: SWS 7/26/12 Labor Summit - Summary of Key Discussion Points and Follow Up Items

Bobby and Phil,

Please see the attached brief summary of the key points from our discussion last week and items for further follow up.

Thank you and please feel free to contact us with any questions.

Christine

From: Hager, Lee [mailto:LeeHager@SOUTHERNWINE.com]
Sent: Wednesday, March 06, 2013 8:11 AM
To: Stuart Korshak
Subject: RE:

Let's get the full story...Between us...I really believed this was addressed....

From: Stuart Korshak [mailto:Stuart@kkks.com]
Sent: Wednesday, March 06, 2013 10:51 AM
To: Hager, Lee
Subject: RE:

Not exactly "what we all discussed". When we all discussed this supply center concept in July, in our national status of call, Bobby briefly explained what he had in mind and Rick and I said we need to look at the specifics and talk through the labor implications of it and think about how the California unions will react. Bobby was supposed to get back to us with those specifics so that we could do that. He never did and we heard about it again for the first time yesterday and it looks like it is now a done deal and about to open. I have no idea how Rome will react to it and what Bobby sent me yesterday when I asked questions didn't begin to answer them, e.g. what do union warehouse, drivers and office do now with respect to the products that will be warehoused in this new warehouse, here in California and in other union states that it will service because Rome is

responsible for all of them; what is the long term plan for how the work to be done in this warehouse could expand and is there still a plan for it to handle the California chains in the future when Union City needs more space, etc. I assume Rome wrote Tom because he is looking for the jurisdiction over any warehousemen or drivers who work at this new facility and won't be happy when we tell him it is being handled by a non union company. The last Rome heard about the SWS valley project was a few years ago when the rumors were first it was going to be SWS's super warehouse and replace Union City and the next reiteration was it was supposed to be SWS's Chain Warehouse and replace the chain work in Union City, which was his members, with warehousemen and drivers in the valley. He wasn't happy obviously with either plan and helped SWS at its request look for land in his jurisdiction so that that wouldn't happen. The last thing we should do now is go back to Rome about this without knowing 100% of the facts. When will Bobby learn to trust us and work through all of this up front before it becomes a problem instead of after the fact when it already is a problem. It would have been a lot easier to talk to Rome about this before it was a fait accompli. Rome's impression of Bobby from Minnesota and New Jersey and PA is the same as his impression of Brad in California from the last negotiations, which is that they disrespect him and don't like the union and do whatever they want and talk partnership and cooperation only when they get caught. He knows that isn't what the Chaplins or you do or believe, but that doesn't help much when he sees Bobby and Brad taking the lead in SWS moves in these states he sees as anti union and disrespectful of him and you and the Chaplins then asking for his understanding when they get caught. Here we go again. You and I will go to our graves working on these self inflicted wounds that never needed to happen.

Stuart

From: Burg, Bobby
Sent: Wednesday, March 06, 2013 10:15 AM
To: Korshak, Stuart
Cc: Hager, Lee
Subject:

Do you have time for a short call with Lee today?

From: Hager, Lee [<mailto:LeeHager@SOUTHERNWINE.com>]
Sent: Wednesday, March 06, 2013 7:25 AM
To: Burg, Bobby; Stuart Korshak
Subject: RE:

We should not delay getting back to Rome...Nothing to hide here and nothing different from what we all discussed. Already.

Lee

From: Burg, Bobby [mailto:BBurg@SOUTHERNWINE.com]
Sent: Tuesday, March 05, 2013 1:25 PM
To: Stuart Korshak; Hager, Lee
Cc: Morsing, Phil
Subject: RE: Tracy

K + N is a global 3PL company, one of the largest in the world. They are very integrated with our industry in many parts of the world. We have no insight into their employees and don't have any control over their staffing. Like all of our other 3pl arrangements we use across the country we don't get involved in their running of the facility. So no SWS employees will be handling product other than the 2 -3 mentioned below which are purely administrative. K + N will be charging SWS a per case fee of \$.245 cents a case for in, storage and out.

From: Hager, Lee [mailto:LeeHager@SOUTHERNWINE.com]
Sent: Tuesday, March 05, 2013 1:40 PM
To: Stuart Korshak; Burg, Bobby
Cc: Morsing, Phil
Subject: Re: Tracy

We should talk first.
Lee

From: Stuart Korshak
Sent: Tuesday, March 05, 2013 12:41 PM
To: 'Hager, Lee'; 'Burg, Bobby'
Cc: 'Morsing, Phil'
Subject: RE: Tracy

Bobby and Lee,

Do you want me to send Rome what Bobby just sent me? Who is Kuehne & Nagel and how many employees will staff this building and in what job classifications and whose employees will they be? That will be Rome's first question obviously.

Stuart

SOUTHERN SUPPLY CENTER

The Southern Supply Center is a concept that enables the company to consolidate its 3PL storage that is being done in the majority of states and consolidating them into a single facility in Northern California. Additionally the SSC will enable the company to develop and implement new planning, forecasting and replenishment concepts that are not available to us today in our current distributed environment. The facility will be located in Northern California in or around the Tracy area. The facility will be run by Kuehne + Nagel and when in full deployment will receive and ship roughly 13 million cases annually. These cases will be received directly from the manufacture and received into the SSC by State for future replenishment to the Divisions. The number of employees that K +N is using is not known to us nor would it be in any of 3PL relationships.

What SWS effects:

- 1. This will not reduce the work that current staffing is doing around the country.**
- 2. All States will utilize the SSC except for Indiana at this point.**
- 3. No staff reductions are anticipated in any facility, and may in fact increase over time.**
- 4. The facility will house, wine, spirits and in some rare occasions some Non Alc.**
- 5. Work done in the facility will be pallet intake and pallet outbound. There may be some tier picking, but that's it.**
- 6. No sales office, no delivery office. SWS may have 2- 3 people to manage Inventory Control. These will be management and or supervisory positions.**
- 7. Normal carrier delivery will be utilized as is the practice today.**
- 8. Facility Opens in June 2013.**

**From: Rome Aloise [mailto:Raloise@teamsters853.org]
Sent: Tuesday, March 05, 2013 9:45 AM
To: Steeno, Tom
Subject: Tracy**

Did I hit a nerve or something??? Silence speaks volumes...

**From: Stuart Korshak
Sent: Tuesday, March 05, 2013 8:32 AM
To: 'Hager, Lee'; Burg, Bobby**

Cc: Morsing, Phil
Subject: RE: Tracy

Bobby, can you send me the facts on the SCC, such as where and when will it open, how many employees and with what kinds of jobs, what products will it handle and how (bulk warehousing, pallet work, bottle room, delivery, office, sales), what SWS facilities will it interact with and how, and how will its opening impact other SWS facilities immediately and over the next 5 years (eg impact on employee count and classifications of work now and later in those facilities). I need to see that first and digest it and then we can have a conference call to discuss how to address it and how to respond to Rome, which we should do quickly.

From: Hager, Lee [mailto:LeeHager@SOUTHERNWINE.com]
Sent: Tuesday, March 05, 2013 8:27 AM
To: Burg, Bobby; Stuart Korshak
Cc: Morsing, Phil
Subject: Re: Tracy

Need again to do a white paper On the SCC with focus on no loss of union jobs and in fact possibly more work for union to go after...no impact to his membership...

From: Burg, Bobby
Sent: Tuesday, March 05, 2013 11:07 AM
To: Hager, Lee; Korshak, Stuart
Cc: Morsing, Phil
Subject: FW: Tracy

SSC. We have talked numerous times on the subject, but since we are close, looks like its heating up.

From: Steeno, Tom
Sent: Tuesday, March 05, 2013 11:05 AM
To: Burg, Bobby
Subject: FW: Tracy

How do you want me to reply?

From: Rome Aloise [mailto:Raloise@teamsters853.org]
Sent: Tuesday, March 05, 2013 8:01 AM

3

To: Steeno, Tom
Subject: Tracy

We keep hearing rumors from our members that the company is opening up a hub in Tracy. What are the facts?

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Chief Investigator's Office



From: Stuart Korshak <Stuart@kkks.com>
Sent: Wednesday, March 13, 2013 12:22 PM
To: Rome Aloise
Subject: FW: SWS Tracy

FYI. Read this whole thing for background and then delete please.

From: Hager, Lee [mailto:LeeHager@SOUTHERNWINE.com]
Sent: Wednesday, March 13, 2013 8:40 AM
To: Stuart Korshak
Subject: RE: SWS Tracy

Part of it is We have been locked away in meetings for two days out of town...

He really has little sensitivity of the importance...It has little to do with his intelligence. I hate to give up on him yet though.

Lee

From: Hager, Lee [mailto:LeeHager@SOUTHERNWINE.com]
Sent: Wednesday, March 13, 2013 8:27 AM
To: Stuart Korshak
Subject: RE: SWS Tracy

He will be there....

Lee

From: Stuart Korshak [mailto:Stuart@kkks.com]
Sent: Wednesday, March 13, 2013 11:24 AM
To: Hager, Lee
Subject: FW: SWS Tracy

Wayne and Harvey fly to DC or NY to see Rome about matters they don't really need to handle personally and Bobby has trouble making a meeting about something that is critical to him personally and to SWS that only he knows the full story about how it works locally and nationally. If Teamster leaders in other states complain about the SSP, who does Bobby think they talk to?

From: Stuart Korshak
Sent: Wednesday, March 13, 2013 8:22 AM
To: 'Burg, Bobby'
Cc: Hager, Lee; Clement Kong; Rick Kracoff; Steeno, Tom
Subject: RE: SWS Tracy

Rome has one window of these two hours in the next two to three weeks to meet with us on this face to face. He has no other openings. We will be through by 2 PM

Stuart

-----Original Message-----

From: Burg, Bobby [mailto:BBurg@SOUTHERNWINE.com]
Sent: Wednesday, March 13, 2013 3:38 AM
To: Stuart Korshak
Cc: Hager, Lee; Clement Kong; Rick Kracoff; Steeno, Tom
Subject: Re: SWS Tracy

Can we find a way to do earlier on Friday or later on Thursday.

Sent from my iPhone

On Mar 12, 2013, at 7:08 PM, "Stuart Korshak" <Stuart@kkks.com<mailto:Stuart@kkks.com>> wrote:

Bobby and Tom, can you work something up on Atlantic per Lee just in case we need it, showing the before and after, what kinds of jobs are lost and why, etc. You can circulate it this week or bring it to our prep meeting on Friday.

Stuart

From: Hager, Lee [mailto:LeeHager@SOUTHERNWINE.com]

Sent: Tuesday, March 12, 2013 4:03 PM

To: Stuart Korshak

Cc: Clement Kong; Burg, Bobby; Rick Kracoff; Steeno, Tom

Subject: Re: SWS Tracy

If we take the course of waiting for Atlantic...

We need to be prepared though to answer if raised....We do not want a gotcha!!

Lee

From: Stuart Korshak [mailto:Stuart@kkks.com]

Sent: Tuesday, March 12, 2013 06:39 PM

To: Hager, Lee

Cc: Kong, Clement; Burg, Bobby; Kracoff, Richard; Steeno, Tom

Subject: SWS Tracy

Lee,

I think Bobby's white paper and power point are the best way to respond to Rome's email demands on Tom for the facts and I am sending them to Rome shortly. I just confirmed with Rome on the phone that the four of us will be at his office Friday at noon and that we will be sending him everything he asked Tom for about Tracy and then some in advance to review. I told him Rick and I will be there Friday to explain why we think SWS's plans works and complies with the contract and won't hurt any of his members and that Bobby and Tom will be there to respond to any follow-up factual questions he may have about current or future operations and the impact of the plan on union work. He was cordial on the call but non committal. Whenever Rome or other leaders at his level (e.g. Pat Duff and UNITE HERE & SEIU senior leaders I deal with) think that someone isn't telling them what they should be, they become suspicious and react the same way Rome reacted. I don't know if I would refer to him as a friend of SWS so much as a business partner who demands complete disclosure of anything relating to his business anywhere he operates in exchange for his assistance in anything SWS needs anywhere operates. While his trust and willingness to help is based on whether or not he gets such full disclosure from SWS, he doesn't expect SWS to agree to everything he wants any more than he will agree to everything SWS wants, but without full disclosure in advance of anything effecting him, he suspects the worse and reacts accordingly, which is what happened here.

I can't add to or revise Bobby's white paper because I don't have know how this is supposed to work and have never had experience with this concept before, but it is cogent, well written, I assume 100% accurate, and answers all the questions Rome is asking, so we need to get it off to Rome now. On the Atlantic warehouse, whether SWS volunteers now that the remodel results in less jobs, remains a judgment call. Rome and his members certainly know that the old warehouse is closed. Whether or not Rome will ask about it because he is now suspicious about what the new warehouse in Tracy will do to union jobs I don't know. I therefore can't predict whether it is better to volunteer it or wait and see if he ask at this stage. What I would have preferred is to have had the white paper details of both Tracy and the Atlantic reduction after our July national status conference where we discussed them for the first time and based on what I read now about Tracy, I would have recommended going to Rome at that time and explaining both developments in detail. That clearly would have eliminated the suspicion that we are now dealing with and likely would have caused Rome to understand that they are unrelated. Whether or not we volunteer it now could cut either way. You, Bobby and Tom all seems to think that given where we are at now, it is better to wait on raising the Atlantic employee reductions with him till later. Since I can't tell you which way is better now, I will do that unless I hear from you to the contrary. If we don't disclosure the reductions now, I strongly recommend that you disclose them to Rome in writing and in person six months or more before the Atlanta warehouse reopens with less warehousemen.

What is important now is that we focus on the future and not the past. We need to all go forward together on Friday and make SWS's best case, confirm that nobody meant to hide anything from Rome, that we believe none of his members will be hurt by this and that the contract allows for it, and that SWS needs to do it because of the changing market dynamics. We will deal with whatever Rome's response is and get you on a conference call with us after the meeting or early next week and recap and plan. If we all work together, we will be able to work through this.

I suggest the four of us meet at 1115 at the Denny's across the street from Rome's office on Friday to prepare. We meet with him at noon and should be done by 2 or 230 so that people can catch flights that afternoon.

Stuart

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From: Hager, Lee [<mailto:LeeHager@SOUTHERNWINE.com>]

Sent: Tuesday, March 12, 2013 4:26 AM

To: Stuart Korshak; Clement Koog

Cc: Burg, Bobby; Steeno, Tom

Subject: RE: SSC Tracey

Let's move forward, I feel comfortable in the accuracy of the content as of today and can say with all certainty this is our plan.

The presentation and wording is what we need you and Rick need to feel comfortable about insuring that it is in the form that best conveys what we intend to do....No Hiding Here.

With regards to Atlantic Street, as discussed it was not included now as it is truly not related and surely the ultimate impact on the size of our labor force has nothing to do with it. With that said it is ultimately your call when we tell him; again it is about a year and half away at best and at the pace we are moving maybe two years(Bobby, Tom Correct). If Rome, at the time, despite the explanation given thinks we misled him I really cannot think how to avoid that except as you suggest maybe telling him with 6 months to a year in advance.

Let's all move Forward as noted...we have all learned from this , i surely have and let's not Forget Rome in the big picture has been and continues to be considered a friend and has supported our company and industry.

Lee

From: Stuart Korshak [mailto:Stuart@kkks.com]

Sent: Monday, March 11, 2013 9:55 PM

To: Kong, Clement; Hager, Lee

Cc: Burg, Bobby; Steeno, Tom

Subject: FW: SSC Tracey

Lee and Clem,

Clem told me about the plan and I think it is absolutely the right way to go. Bobby's white paper and power point are excellent and if we had had this after our July status call and shown it to Rome, we likely wouldn't be talking about this now. Since we didn't, but now have, let's move forward, not backwards. Rick is arranging a meeting with Rome for Friday late morning, probably around 11, as that is the only day he apparently can meet with us face to face for weeks because he is doing the UPS national negotiations. I think we should send Bobby's white paper and power point to Rome tomorrow or Wednesday morning at the outside. Clem said you want us to review and finalize it first but there is absolutely no way Rick or I can critique it or revise it since this is a totally new plan and a way of operating that has never been done before and I don't have a clue about the set up, the contractor, the manpower, the equipment, or anything else discussed in the white paper. As Rick said, Rick and I should and will take the lead in telling Rome that this plan won't hurt any of their members, is required because of SWS's growth, that we don't think it violates the contract, and that we need to go forward with it. Since you don't want to tie this to the Atlantic warehouse, the fact that Bobby didn't address it in the white paper and power point is fine. At some point before Atlantic reopens, SWS has to talk to Rome about the fact that there are 30-40 less jobs, but if that won't happen for some time, it's fine with us if you want to say six months before it reopens. Rick, Tom, Bobby and I can meet near Rome's office at 1030 Friday and do a final prep, we will meet with Rome at 11 and Rick and I will present it and argue for it and Bobby and Tom can help us explain any follow up factual questions that Rome may ask. Bobby could literally fly out and back the same day. Rome won't wake longer than two hours or so to talk through this. He never does. Bobby can easily make a 4 pm flight back to Miami. If you want us to have a cf call prep session with Bobby and Tom on Wednesday or Thursday, that's fine too. Given that SWS's time frame is short, and that Rome has written Tom several times and won't be satisfied until he sees exactly what SWS will be doing in Tracy and how it effects union work, my advice is we do this immediately, send him the white paper and power point tomorrow, meet with him Friday, and get this back on an even keel quickly. Let me know if Rick and I can send Bobby's white paper and power point tomorrow to Rome.

Stuart

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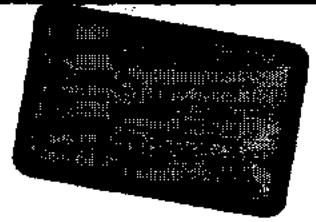
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Thank you.

Chief Investigator's Office

From: Rome Aloise
Sent: Saturday, April 06, 2013 3:22 AM
To: Bob Strolo
Subject: Wed April 10



Now that I forced the issue do we have three good guys to work Tracy for SWS?
raloise@teamsters853.org

Chief Investigator's Office



From: Rome Aloise
Sent: Monday, April 08, 2013 1:33 PM
To: 'Mark Covey'
Subject: RE: jobs

Did you hook up with SWS?

From: Mark Covey [mailto:olds44266@att.net]
Sent: Monday, April 08, 2013 10:19 AM
To: Rome@Romealoise.com
Subject: jobs

mark covey rome still hanging in there but chris is all over me to find a job.i want to work union but she after me to find anything.she is stressing me out hope you can find me something soon i dont want to work non-union if at all possible. thanks mark

Expense Documentation Form



Rome Aloise

Date: 4/10/13

Payment by: AMEX MC CASH Personal

Purpose of Meeting:

- Grievance Arbitration Contract Proposal Contract Vote
- Negotiations Stewards Meeting Donation Organizing
- Trust Meeting Board Meeting Health & Welfare Discussion
- Convention Conference

Explanation: negotiations - SWS

Location Name & Address _____

Others Attending: T. Steiner

S. Kinstale

J. Carbone

Amount of Charges: 17.40 Meals

_____ Parking/Tolls

_____ Telephone

_____ Car Rental

Other: _____

Should any other party be billed for any part of these ch

Bill to: _____ Purpo

Amount: _____ Date(s) incurred: _____

STARBUCKS Store #8855
2720 Castro Valley Blvd
Castro Valley, CA (510) 888-0420

CHK 730482
04/10/2013 05:31 AM
1578187 Drawer: 1 Reg: 2

Plain Bagel	1.25
Multigrain Bagel	1.25
Everything Bagel	1.25
Plain Cream Cheese	0.50
Plain Cream Cheese	0.50
Plain Cream Cheese	0.50
Morning Bun	2.50
Banane Choc Swirl	2.50
Choc Croissant	2.50
Choc Croissant	2.50
Gr Zen Fl	2.15
Amex	17.40
XXXXXXXXXXXX7007	

Subtotal \$17.40
Total \$17.40

Charge Due \$0.00

----- Check Closed -----
04/10/2013 05:31 AM

Chief Investigator's Office

From: Rick Kracoff <Rick@kkks.com>
Sent: Tuesday, May 14, 2013 7:17 PM
To: Rome Aloise
Subject: RE: SWS/YMC - DSD



It is! They have already posted a day swamper position. There is a night swamper who has seniority who is going to bid for it. That will open up a night swamper position, which will be posted and should go to your guy.

From: Rome Aloise [mailto:Raloise@teamsters853.org]
Sent: Tuesday, May 14, 2013 4:14 PM
To: Rick Kracoff
Subject: RE: SWS/YMC - DSD

And not a fucking thing is getting done

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

From: Rick Kracoff <Rick@kkks.com>
Date: 05/14/2013 3:50 PM (GMT-08:00)
To: Rome Aloise <Raloise@teamsters853.org>
Subject: RE: SWS/YMC - DSD

I talked to Tom just now and he said that he is working with Bob on it.

From: Rome Aloise [mailto:Raloise@teamsters853.org]
Sent: Tuesday, May 14, 2013 3:42 PM
To: Rick Kracoff
Subject: RE: SWS/YMC - DSD

If Steeno doesn't hire mark covey I might now show up

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

From: Rick Kracoff <Rick@kkks.com>
Date: 05/14/2013 3:37 PM (GMT-08:00)
To: Rome Aloise <Raloise@teamsters853.org>
Subject: FW: SWS/YMC - DSD

Rome,

FYI. Tom Steeno will be there in the morning for Southern, along with Dave Nickerson, who heads the merchandising group. I'm not sure who is coming from Young's, but I believe that both Joe Vacovsky and Mark Murphy will be there. The meetings are in Building IV at the Oakland Hilton.

I will be at all of the meetings on Thursday, at the Hilton Irvine (across from John Wayne Airport). Mike Pharris told me today that he is going to be there as well.

Let's talk about scheduling the card check when we see each other on Thursday. I need to have some lead time, as I need to have someone from Southern and Young's there with the signature templates. I would like to do it next week if possible (week of May 20). I don't think it will take more than an hour, and we can do it at your office.

Rick

From: Rick Kracoff
Sent: Wednesday, May 08, 2013 6:06 PM
To: 'Rome Aloise'
Subject: SWS/YMC - DSD

Rome,

Give me some dates after May 16 to schedule the card check for the DSD Salespeople and the Broadmarket Merchandisers. We can do it in your office and I will try to set it up with Jerry Allen. Maybe sometime the week of May 20?

Rick

Richard J. Kracoff

KORSHAK, KRACOFF, KONG & SUGANO, LLP

1640 S. Sepulveda Blvd., Suite 520

Los Angeles, CA 90025

Tel. (310) 996-2340

Fax (310) 996-2334

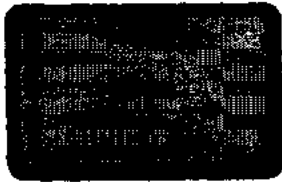
email: rick@kkks.com

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Expense Documentation Form



Rome Aloise

Date: 5/29/13

Payment by: AMEX MC CASH Personal

Purpose of Meeting:

- Grievance
- Arbitration
- Contract Proposal
- Contract Vote
- Negotiations
- Stewards Meeting
- Donation
- Organizing
- Trust Meeting
- Board Meeting
- Health & Welfare Discussion
- Convention
- Conference

Explanation: YWCA/SWS

Location Name & Address: Hilton - Oakland Airport

Others Attending: T. Steeno
S. Kashut
R. Kracoff

Amount of Charges: 51.82 Meals
 _____ Parking/Tolls
 _____ Telephone
 _____ Car Rental
 Other: _____

• HILTON OAKLAND AIRPORT •
 OAKLAND, CA
 CHECK: 1011
 TABLE: 7/3
 SERVER: 111 JOSE
 DATE: MAY29'13 9:23AM
 CARD TYPE: AMERICAN EXPRESS
 ACCT #: XXXXXXXXXXX7007
 EXP DATE: XX/XX
 AUTH CODE: 513009
 RA ALOISE

SUBTOTAL: 43.82
 Tip: 9.00
 Total: 51.82

Signature: [Signature]

Should any other party be billed for any part of these charges?

Bill to _____

Amount: _____

I Agree to pay above total amount according to card holder agreement

Date: _____

AMOUNT NOT INCLUDED

Chief Investigator's Office

From: Slatery John <JSlatery@teamster.org>
Sent: Wednesday, April 10, 2013 9:50 AM
To: Rome Aloise
Subject: TBT drug data to Cheiron



Rome, can you authorize OptumRx to release TBT drug data to Cheiron for the RFP? It would really help. Thanks.



Chief Investigator's Office

From: Rome Aloise
Sent: Tuesday, May 07, 2013 11:00 AM
To: 'Slattery John'; norr@ligmnpa.com
Subject: RE: De-identified data for IBT Staff H&W fund

IBT Plan ok if they wish to share their information with Cheiron. Isolates the information to that plan only.

From: Slattery John [mailto:JSlatery@teamstar.org]
Sent: Tuesday, May 07, 2013 7:59 AM
To: Rome Aloise; norr@ligmnpa.com
Subject: RE: De-identified data for IBT Staff H&W fund



I am only asking for the Staff plan. J per our conversation.

From: Rome Aloise [mailto:R.Aloise@teamstar.org]
Sent: Tuesday, May 07, 2013 10:58 AM
To: Slattery John; norr@ligmnpa.com
Subject: RE: De-identified data for IBT Staff H&W fund

We have no interest in giving Cheiron any information

From: Slattery John [mailto:JSlatery@teamstar.org]
Sent: Tuesday, May 07, 2013 7:34 AM
To: norr@ligmnpa.com
Cc: Rome Aloise
Subject: De-identified data for IBT Staff H&W fund

Dear Norr:

The IBT is currently seeking competitive bids to ensure that the members of the TeamstarRx Drug Purchasing Coalition continues to receive the best possible service and the best possible pricing from our PBM. As a part of the bidding process, the IBT's actuarial consultant, Cheiron, is gathering certain data for use in negotiating Coalition pricing with OptumRx and their competitors. I am requesting that you authorize OptumRx to give Cheiron access to certain de-identified claims data for the IBT Staff Health & Welfare Fund.

By having access to this data, the TeamstoRx Drug Purchasing Coalition will be able to secure even more advantageous financial terms with the Pharmacy Benefits Manager (PBM) for the Coalition for years to come. The reason is that the data enables all parties competing for this business - including OptumRx - to have equal access to details that will enable them to "sharpen" their proposed discounts for the Coalition.

Please reply to this email providing your authorization for OptumRx to provide the de-identified claims to Cheiron for use in leveraging a price quote for the Coalition. The data will be used for sole purpose of this negotiation.

If possible, please return your response to this email no later than the close of business on Tuesday, May 7, 2013.

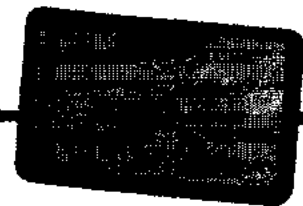
Thank you in advance for your assistance.

John E. Slatery

Director

IBT Benefits Department

Chief Investigator's Office



From: 5102073164
Sent: Monday, May 13, 2013 10:07 AM
To: 5109156430
Subject: Hi Rome. Dinner tonight w Slatery (n his gang), care to join us?

Chief Investigator's Office

From: Chas Bertucio <cbmyunionrx@comcast.net>
Sent: Tuesday, March 12, 2013 12:24 AM
To: Geoffrey Piller
Cc: Rome Aloise; Vickie Lanini
Subject: Re: opportunity for health funds to save 3%-5%



Thanks Geoff, I'm on it.

Chas Bertucio

On Mar 11, 2013, at 21:18, Geoffrey Piller <GPiller@beesontrayer.com> wrote:

> Charlie: Nice to hear from you. Interesting proposal -- if there is a contract I could look at that will probably address most of my questions. -- Geoff

>

> -----Original Message-----

> From: Charles Bertucio [mailto:cbmyunionrx@comcast.net]

> Sent: Monday, February 25, 2013 10:07 AM

> To: Geoffrey Piller

> Cc: thomas@CalssonAdvisors.com wilhelm

> Subject: opportunity for health funds to save 3%-5%

>

>

>

> Hi Geoff.

>

> I hope all is well. Please take a look at the enclosed. It's one of the few times in my career where a health fund can get significant savings with little effort and no disruption. It's a longer story than needs to put into email so feel free to call but here is the short version; Philadelphia law firm spends 3 years developing sophisticated claims tracking system that allows funds to identify subrogable claims that have been caused by pharma and medical device makers. Unfortunately most of these claims are large and nasty, bad drugs and medical devices can cause severe cancers. To date no one has been able to help the funds because of the level of detail and sophistication it requires to track a claim back to its cause. There isn't another system around that can accomplish this feat. Let me know what you think and if you have any questions. Also, I am working with Willie Brown and Steven Kay, they have very good access to Kaiser, should be an ideal candidate for Taft funds.

>

> Best,

>

> Charlie Bertucio

> 518.207.3164

> CONFIDENTIALITY NOTICE:

> The information contained in this communication may contain confidential and/or privileged information. It is intended solely for use by the recipient and others authorized to receive it. If you are not the intended recipient, you must not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.

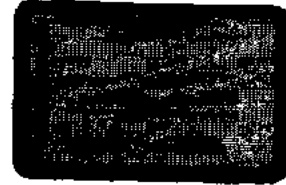
>

>

Chief Investigator's Office

From: Rome Aloise
Sent: Tuesday, May 21, 2013 6:07 PM
To: laninicreekside@aol.com
Subject: Fwd: OptumRx

Forward to Charlie



Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

From: Slatery John <JSlatery@teamster.org>
Date: 05/21/2013 6:01 PM (GMT-05:00)
To: Rome Aloise <Raloise@teamsters853.org>
Subject: OptumRx

Optum still needs to move on pricing-FYI I believe they are in third place.

Amended Report

RECEIVED
ACCOUNTING DEPT.

2014 MAR -5 AM 10:49

ALOISE ROME A (11165) Reprint
Period Ending: 5/23/2013



13100857



INTERNATIONAL BROTHERHOOD OF TEAMSTERS
GENERAL EXECUTIVE BOARD, INTERNATIONAL TRUSTEES,
DIRECTORS OF TRADE DIVISIONS AND TRADE CONFERENCE,
INTERNATIONAL REPRESENTATIVES AND HEADQUARTERS STAFF
EXPENSE REPORT



NAME: ROME A, ALOISE DATE(S) OF MEETING: 02/23/13
 TITLE: Vice President NATURE OF MEETING OR EXPENSE: Special Committee
 DATE: 02/23/13 LOCATION OF MEETING: IST Building
 CITY: Washington STATE: DC

MEETING ATTENDEE(S)
 OF EXEC ASSISTANT
 GST EXEC ASSISTANT

DATE	DESCRIPTION	OUT OF POCKET EXPENSE	NET CREDIT CARD OR DIRECT BILL	TOTAL EXPENSE
02/27/13	Airfare - flight cancelled New to US		788.00	788.00
02/27/13	Hotel - Clarion, Washington, DC		502.76	502.76
02/27/13	Cabs to and from airport	* 93.00		93.00
02/27/13	Parking BPO	108.00		108.00
<i>5/21/13 Airfare - UAL (change)</i>			<i>200.00</i>	<i>200.00</i>
<i>Receipts attached 5/21/13</i>				
		<i>(10.50 R)</i>	<i>75.00</i>	<i>75.00</i>

RELEASE RATE: <u>0.445</u> per mile	TOTAL THIS PAGE	291.50	1,540.01	1,831.51
RELEASE - WEBSITE	PREVIOUS TOTAL			
ENDING:	TOTAL EXPENSES	291.50	1,540.01	1,831.51
REMARKS:				
TOTAL RELEASE:				
REIMBURSABLE RELEASE:				
	@ 0.445 per mile			
	LESS TRAVEL ADVANCE RECEIVED			
	AMOUNT TO BE REIMBURSED	291.50		

By my signature, I declare that I have not received nor will receive any additional payment, allowance or remuneration from any organization for the expenses that I am requesting reimbursement for on this expense report. I also declare that any vehicle I am claiming was for the use of my personally owned or personally leased vehicle, and conforms to IST Travel and Business Expense Policies.

SIGNED: *[Signature]* APPROVED BY: _____
 DATE: 02/23/13 APPROVED BY: _____

ALL CASH RECEIPTS, AIRLINE TICKET RECEIPTS, BOARDING PASSES AND CREDIT CARD RECEIPTS MUST BE PROPERLY DOCUMENTED AND ATTACHED TO THIS REPORT.

Receipt

Partline Restaurant
P.O. BOX 6887
San Francisco, CA 94188

Domestic
Exit Cashier 27

From: 05/21/13 04:18:16
to: 05/21/13 11:13:20
Amount to pay: \$100.00
Fastrak
***** 12701 531

Fastrak



DULLES AIRPORT TAXI INC.
PART OF WASHINGTON FLYER
CAB #014

Thank you for using us
703-661-8230

Date: 05/21/2013
FROM: 17:58 TO: 18:59
TRIP # 10722
DIST 30.61 mi
FARE.....\$ 66.50
TOTAL.....\$ 66.50

Approved 021875
MASTERCARD

*****514 7.00
TIP 7.00
73.50

Thank you for using us
0

Taxi Cab Receipts

DATE: 5/23/13 TIME _____

TIP ORDER: Hyatt

DESTINATION: DCA

FARE: 20.00 SIGNATURE: Rlu

2



Hyatt Regency Washington on
Capitol Hill
400 New Jersey Avenue, NW
Washington, DC 20001
Telephone 1 202 737 1234
Fax 1 202 737 8773
www.hyattregencywashington.com

INVOICE

Payee Mr Rome Alphon
2100 Maroad St Suite B
San Leandro CA 945773247
United States

Room No 0882
Arrival 05-21-13
Departure 05-23-13
Page No 1 of 2
Folio Window 1
Folio 048341
Invoice

Membership GP G70910312Z
Bank Code
Confirmation No 2208823401
Group Name

Date	Description		Charges	Credits
05-21-13	- In-Room Dining Dinner Food ✓	Room# 0882 CHECK# 298514	27 00	
05-21-13	- In-Room Dining Dinner Beverage	Room# 0882 CHECK# 298514	9 00	
05-21-13	- IRD Dinner Service Charge	Room# 0882 CHECK# 298514	11 81	
05-21-13	- IRD Dinner Tax	Room# 0882 CHECK# 298514	4 78	
05-21-13	- IRD Dinner Gratuity	Room# 0882 CHECK# 298514	8 00	
05-21-13	Guest Room		332 54	
05-21-13	Occupancy Tax		48 22	
05-22-13	- Restaurant Breakfast Food ✓	Room# 0882 CHECK# 288477	29 00	
05-22-13	- Restaurant Breakfast Tax	Room# 0882 CHECK# 288477	2 00	
05-22-13	- Restaurant Breakfast Gratuity	Room# 0882 CHECK# 288477	8 00	
05-22-13	Guest Room		332 54	
05-22-13	Occupancy Tax		48 22	
05-23-13	Master Card	XXXXXXXXXXXX1814 XXXX		889 01

Chief Investigator's Office



From: johnslateryibt@att.blackberry.net
Sent: Tuesday, May 21, 2013 9:23 PM
To: Rome Aloise
Subject: Re: OptumRx

Optum just sent new pricing. I hope they move to 2nd. It was 3.5 percentage pts (approx \$3.5 million) btwn Optum and ESI. Now maybe only 1 or 2. Caremark was in btwn.
Sent via BlackBerry by AT&T

From: "Rome Aloise" <Raloise@teamsters853.org>
Date: Tue, 21 May 2013 21:09:12 -0400
To: <johnslateryibt@att.blackberry.net>
ReplyTo: "Rome Aloise" <Raloise@teamsters853.org>
Subject: Re: OptumRx

How close are the top three?
raloise@teamsters853.org

From: Slatery John <JSlatery@teamster.org>
Date: Tue, 21 May 2013 18:01:16 -0400
To: <raloise@teamsters853.org>
Subject: OptumRx

Optum still needs to move on pricing-FYI I believe they are in third place.

Chief Investigator's Office



From: johnslateryibt@att.blackberry.net
Sent: Tuesday, May 21, 2013 10:15 PM
To: Rome Aloise
Subject: Re: OptumRx

If you can. I was going have then split the difference and then some. Matching would end discussion I think.
Sent via BlackBerry by AT&T

From: Rome Aloise <Raloise@teamsters853.org>
Date: Wed, 22 May 2013 01:32:29 +0000
To: johnslateryibt@att.blackberry.net<johnslateryibt@att.blackberry.net>
ReplyTo: Rome Aloise <Raloise@teamsters853.org>
Subject: Re: OptumRx

We should make them match the lowest? What do you think?

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

From: johnslateryibt@att.blackberry.net
Date: 05/21/2013 9:23 PM (GMT-05:00)
To: Rome Aloise <Raloise@teamsters853.org>
Subject: Re: OptumRx

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raloise@teamsters853.org

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To: <raloise@teamsters853.org>
Subject: OptumRx

Optus still needs to move on pricing-FYI I believe they are in third place.

Chief Investigator's Office

From: Rome Aloise
Sent: Wednesday, May 22, 2013 5:54 AM
To: ranger1999@aol.com
Subject: RE: Did you have dinner with him?



Didn't make it. Breakfast

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

From: Richard Lebove <ranger1999@aol.com>
Date: 05/21/2013 11:22 PM (GMT-05:00)
To: Rome Aloise <Raloise@teamsters853.org>
Subject: Did you have dinner with him?

Sent from my iPad

Chief Investigator's Office

From: RICHARD LEEBOVE <RANGER1999@AOL.COM>
Sent: Wednesday, May 22, 2013 12:32 PM
To: Rome Aloise
Subject: What's the latest?



**Minutes of the Meeting of the
Board of Trustees
of the
International Brotherhood of Teamsters
Voluntary Employee Benefits Trust (501(c)9)**



May 22, 2013

IBT Headquarters, Washington, DC

Present: Trustees
Ken Hall, General Secretary Treasurer and Chairman; Rome Aloise, Vice President and Trustee; John F. Murphy, Vice President and Trustee; and W.C. Smith, Executive Assistant to the General President and Trustee

Present via Telephone: William Hamilton, Vice President and Trustee.

Also Present: John E. Slatery, Director, Benefits Department; Bradley T. Raymond, Esq., IBT General Counsel; John D. Ward, Esq., Counsel; Gary Witka, Esq., Director, IBT Legal Department; Leah Ford, Executive Assistant to the General Secretary Treasurer; Richard C. Bell, Executive Assistant to the General Secretary-Treasurer; Beatrice Newbury, Benefits Department; Christine Bott, Partner, Novak Francella; Jennifer Newell, Alan Biller & Assoc.; Ed Sullivan, Labor Benefits, Inc.; James S. Beall, Esq., Special Counsel; Michelle Domash, Cheiron; Michael Schionning, Cheiron; Gaelle Gravot, Cheiron.

I. CALL TO ORDER

The meeting was called to order at 1:00 p.m. by Chairman Ken Hall.

II. MINUTES OF PREVIOUS MEETINGS

The minutes of the previous meetings of the Board of Trustees, held on December 6, 2012 and on February 19, 2012 were reviewed by the Trustees. After discussion:

MOTION was made and seconded to approve the minutes of the December 6, 2012, and February 19, 2012 meetings of the Board of Trustees in the form in which they were submitted to the Board of Trustees.

UNANIMOUSLY ADOPTED

III. ACCOUNT SUMMARY

Mr. Slatery presented to the Trustees the account summary showing the Trust assets, income and expenses as of April 30, 2013. Mr. Slatery indicated that, as of April 30, 2013, the Trust had combined assets of approximately \$10.9 million.

MOTION was made and seconded to accept the Trust account summary in the form in which it was presented to the Board of Trustees by Mr. Slatery.

UNANIMOUSLY ADOPTED

IV. INVESTMENT UPDATE

Ms. Newell presented to the Trustees the investment performance report for the Trust for the period ending March 31, 2013. She reported that the total investment return experienced by the Trust year to date was 0.1%, reflecting the fact that the assets of the Trust were primarily invested in cash. She had no recommendations for any changes in investments because the Trust is invested for stability.

MOTION was made and seconded to accept the investment performance report for the Trust in the form in which it was presented by Ms. Newell to the Board of Trustees.

UNANIMOUSLY ADOPTED

V. AUDIT UPDATE

Ms. Bott presented to the Trustees a draft 2012 financial audit for the Trust and noted that she did not anticipate any issues with finalizing the audit. She also noted that the net assets of the Trust appear to be steadily increasing over time.

VI. MARKETING UPDATE: MEDICARE PART D

Mr. Sullivan reported that the Teamsters Miscellaneous Security Trust Fund enrollment of their retirees into the IBT VEBA's Medicare Part D prescription drug program was completed effective as of March 1, 2013, bringing almost 700 new participants into the program. Mr. Sullivan reported that he is still in discussion with the Alaska Teamster-Employer Welfare Trust about enrolling their retirees in the Medicare Part D prescription drug program.

VII. MEDICARE PART D AND TEAMSTERRX UPDATE

The representatives from Cheiron presented the results of the Request For Proposal they had conducted for Pharmacy Benefit Management (PBM) services for the IBT VEBA's Medicare Part D prescription drug program and TeamsterRx coalition. Seven PBMs were invited to bid on both programs. All PBMs were invited to bid on administering the Medicare Part D prescription drug program as it is currently run (self-insured direct contract), as a self-insured employer group waiver plan and as a fully-insured employer group waiver plan. In addition, United American Insurance Company, the current administrator for the Medicare Part D prescription drug program,

was invited to bid on providing a fully-insured Medicare Part D prescription drug program. Four PBMs bid on both programs and United American provided a bid for the fully-insured Medicare Part D prescription drug program.

The bids, and additional analysis, showed that a fully-insured or self-insured employer group waiver program did not appear to provide any benefit to the IBT VEBA's Medicare Part D prescription drug program going forward.

Three PBMs bid on providing services for a direct contract self-insured Medicare Part D prescription drug program – Catamaran, Express Scripts and OptumRx (the incumbent.) Catamaran's bid was not competitive, which left two finalists – Express Scripts and OptumRx.

For the TeamsterRx coalition, CVS Caremark also provided a bid, in addition to Catamaran, Express Scripts and OptumRx (the incumbent.) Catamaran's bid was the least competitive and was quickly eliminated, while CVS Caremark's bid raised concerns because they are currently being sanctioned by CMS for problems with their Medicare Part D prescription drug programs. Express Scripts and OptumRx were named as the finalists.

An Executive Session of the Board of Trustees was then called to discuss the remaining bids from Express Scripts and OptumRx. During the Executive Session, the Trustees discussed in detail the qualifications of the two finalists and the specific bids they had submitted. After this discussion,

MOTION was made and seconded to accept the bids submitted by OptumRx to provide services for a direct contract, self insured Medicare Part D prescription drug program and to provide services to the TeamsterRx coalition upon the condition that OptumRx agrees to amend its bid to provide performance guarantees and to adjust its pricing schedule in a favorable manner and to delegate to Chairman Hall the authority to determine whether these conditions have been met by OptumRx and to give final approval to the OptumRx bids on behalf of the Trust when these conditions have been met.

UNANIMOUSLY ADOPTED

XI. ADJOURNMENT

There being no further business, the meeting was adjourned at 2:15 p.m.

Minutes

Board of Trustees

International Brotherhood of Teamsters Voluntary Employee Benefits Trust (501(c)9)

May 22, 2013

Page 4

BOARD OF TRUSTEES

General Secretary Treasurer and Chairman Ken Hall

Vice President and Trustee Rome Aloise

Vice President and Trustee William Hamilton

Vice President and Trustee John F. Murphy

**W. C. Smith, Executive Assistant to the General President
and Trustee**

Detail for Name Alias: 510-515-8438

Voice, continued

Time	Number	Rate	Usage Type	Origin	Destination	Min.	Chrg	Min	Rate	Total
0:44	510-515-3021	Peak	Residential	Virginia VA	Issuing CL	3	--	--	--	--
7:00	410-515-3027	Peak	Residential	Washington DC	Issuing CL	4	--	--	--	--
7:00	510-515-3028	Peak	Residential	Washington DC	Bedford VA	1	--	--	--	--
8:00	517-515-3028	Peak	Residential	Washington DC	New York NY	7	--	--	--	--
8:00	510-515-3028	Peak	Residential	Washington DC	Issuing CL	10	--	--	--	--
8:17	510-515-3024	Peak	Residential	Washington DC	Hayward CA	6	--	--	--	--
8:22	517-515-3028	Peak	Residential	Washington DC	New York NY	22	--	--	--	--
8:40	510-515-3028	Peak	Residential	Washington DC	Valle Real CA	3	--	--	--	--
8:40	510-515-3028	Peak	Residential	Washington DC	San Diego CA	4	--	--	--	--
8:50	510-515-3027	Peak	Residential	Washington DC	Hayward CA	3	--	--	--	--
8:11	Issuing CL	OS-Peak	RES	Washington DC	Issuing CL	2	--	--	--	--
9:40	510-515-3028	OS-Peak	RES	Washington DC	Issuing CL	4	--	--	--	--
11:40	510-515-3024	OS-Peak	RES	Washington DC	Issuing CL	2	--	--	--	--
12:00	510-515-3028	OS-Peak	RES	Washington DC	Issuing CL	1	--	--	--	--
3:00	Issuing CL	Peak	Residential	Washington DC	Issuing CL	3	--	--	--	--
3:00	417-515-3028	Peak	Residential	Washington DC	Springfield MD	6	--	--	--	--
10:04	510-515-3024	Peak	Residential	Washington DC	Hayward CA	1	--	--	--	--
12:14	510-515-3028	Peak	Residential	Washington DC	Washington DC	3	--	--	--	--
1:00	510-515-3028	Peak	Residential	Washington DC	San Diego CA	4	--	--	--	--
7:00	510-515-3024	Peak	Residential	Washington DC	Bedford VA	2	--	--	--	--
4:10	510-515-3028	Peak	Residential	Washington DC	Valle Real CA	5	--	--	--	--
4:30	510-515-3028	Peak	Residential	Washington DC	Bedford VA	1	--	--	--	--
4:31	510-515-3021	Peak	Residential	Washington DC	San Diego CA	4	--	--	--	--
4:31	510-515-3028	Peak	Residential	Washington DC	Issuing CL	2	--	--	--	--
4:31	510-515-3021	Peak	Residential	Washington DC	San Diego CA	1	--	--	--	--
8:20	510-515-3021	Peak	Residential	Washington DC	Washington DC	1	--	--	--	--
8:30	510-515-3024	Peak	Residential	Washington DC	Washington DC	7	--	--	--	--
8:31	510-515-3021	Peak	Residential	Washington DC	Issuing CL	3	--	--	--	--
8:37	510-515-3021	Peak	Residential	Washington DC	Lithonia GA	3	--	--	--	--
8:40	510-515-3028	Peak	Residential	Virginia VA	Bedford VA	2	--	--	--	--
9:00	510-515-3024	OS-Peak	RES	Washington DC	Hayward CA	1	--	--	--	--
9:40	510-515-3028	OS-Peak	RES	Washington DC	San Diego CA	3	--	--	--	--
9:50	510-515-3024	OS-Peak	RES	Washington DC	San Diego CA	11	--	--	--	--
10:00	510-515-3028	OS-Peak	RES	Washington DC	Bedford VA	1	--	--	--	--
10:00	510-515-3024	OS-Peak	RES	Washington DC	Hayward CA	1	--	--	--	--
10:00	510-515-3028	OS-Peak	RES	Washington DC	Issuing CL	1	--	--	--	--
10:00	510-515-3028	OS-Peak	RES	Washington DC	Issuing CL	4	--	--	--	--
10:10	510-515-3024	OS-Peak	RES	Washington DC	Hayward CA	3	--	--	--	--
10:20	510-515-3028	OS-Peak	RES	Washington DC	Valle Real CA	1	--	--	--	--
10:30	510-515-3024	OS-Peak	RES	Washington DC	Issuing CL	1	--	--	--	--
4:57A	510-515-3021	OS-Peak	RES	Washington DC	Issuing CL	1	--	--	--	--
8:30A	217-515-1104	OS-Peak	RES	Virginia VA	Bedford VA	10	--	--	--	--
8:40A	Issuing CL	OS-Peak	RES	Virginia VA	Issuing CL	1	--	--	--	--
8:40A	245-407-0021	Peak	Residential	Virginia VA	Issuing CL	8	--	--	--	--
8:50A	245-407-0021	Peak	Residential	Virginia VA	Issuing CL	30	--	--	--	--

Chief Investigator's Office

From: Chas Bertucio <cbmyunionrx@comcast.net>
Sent: Tuesday, March 12, 2013 12:24 AM
To: Geoffrey Piller
Cc: Rome Aloise; Vickie Lanini
Subject: Re: opportunity for health funds to save 3%-5%

Thanks Geoff, I'm on it.

Chas Bertucio

On Mar 11, 2013, at 21:18, Geoffrey Piller <GPiller@beesontayer.com> wrote:

> Charlie: Nice to hear from you. Interesting proposal – if there is a contract I could look at that will probably address most of my questions. – Geoff

>

> —Original Message—

> From: Charles Bertucio [mailto:cbmyunionrx@comcast.net]

> Sent: Monday, February 25, 2013 10:07 AM

> To: Geoffrey Piller

> Cc: thomas@CalsonAdvisors.com wilhelm

> Subject: opportunity for health funds to save 3%-5%

>

>

>

> Hi Geoff.

>

> I hope all is well. Please take a look at the enclosed. It's one of the few times in my career where a health fund can get significant savings with little effort and no disruption. It's a longer story than needs to put into email so feel free to call but here is the short version; Philadelphia law firm spends 3 years developing sophisticated claims tracking system that allows funds to identify subrogable claims that have been caused by pharma and medical device makers. Unfortunately most of these claims are large and nasty, bad drugs and medical devices can cause severe cancers. To date no one has been able to help the funds because of the level of detail and sophistication it requires to track a claim back to its cause. There isn't another system around that can accomplish this feat. Let me know what you think and if you have any questions. Also, I am working with Willie Brown and Steven Kay, they have very good access to Kaiser, should be an ideal candidate for Taft funds.

>

> Best,

>

> Charles Bertucio

> 510.207.3164

> CONFIDENTIALITY NOTICE:

> The information contained in this communication may contain confidential and/or privileged information. It is intended solely for use by the recipient and others authorized to receive it. If you are not the intended recipient, you must not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.

>

>

Chief Investigator's Office

From: 5102073164
Sent: Wednesday, May 22, 2013 2:41 PM
To: 5109156430
Subject: Ok, got the \$3m per (whatever the number is we just got it), can we shut it down or is 7 days hard?



Detail for From Aloha: 810-815-8430

Voice, continued

Date	Time	Number	Rate	Usage Type	Origin	Destination	Min.	Active Charge	Long Dist. Star/Step	Total
021	0:40	810-815-8430	Peak	FlexRate	Arlington VA	Issaquah WA	3	---	---	---
021	7:00P	408-887-7007	Peak	FlexRate	Washington DC	Issaquah WA	4	---	---	---
021	7:00P	810-815-8430	Peak	FlexRate	Washington DC	Seattle WA	1	---	---	---
021	8:00P	917-876-8888	Peak	FlexRate	Washington DC	New York NY	7	---	---	---
021	8:00P	810-815-8430	Peak	FlexRate,CallMin	Washington DC	Issaquah WA	10	---	---	---
021	8:17P	810-815-8430	Peak	FlexRate	Washington DC	Hayward CA	6	---	---	---
021	8:20P	917-876-8888	Peak	FlexRate	Washington DC	New York NY	22	---	---	---
021	8:40P	800-800-8000	Peak	FlexRate,CallMin	Washington DC	Vallejo WA	3	---	---	---
021	8:40P	810-815-8430	Peak	FlexRate	Washington DC	San Diego CA	4	---	---	---
021	8:50P	810-815-8430	Peak	FlexRate	Washington DC	Hayward CA	3	---	---	---
021	8:10P	810-815-8430	OS-Peak	MSM	Washington DC	Issaquah WA	3	---	---	---
021	10:40P	810-815-8430	OS-Peak	MSM	Washington DC	Issaquah WA	4	---	---	---
021	11:40P	810-815-8430	OS-Peak	MSM	Washington DC	Issaquah WA	3	---	---	---
022	12:00A	810-815-8430	OS-Peak	MSM	Washington DC	Issaquah WA	1	---	---	---
022	5:00A	810-815-8430	Peak	FlexRate	Washington DC	Issaquah WA	3	---	---	---
022	8:00A	417-448-8888	Peak	FlexRate	Washington DC	Springfield MO	6	---	---	---
022	10:00A	810-815-8430	Peak	FlexRate	Washington DC	Hayward CA	1	---	---	---
022	12:14P	800-800-8000	Peak	FlexRate	Washington DC	Washington DC	3	---	---	---
022	1:00P	810-815-8430	Peak	FlexRate	Washington DC	San Jose CA	4	---	---	---
022	1:00P	810-815-8430	Peak	FlexRate	Washington DC	Seattle WA	2	---	---	---
022	4:10P	800-800-8000	Peak	FlexRate,CallMin	Washington DC	Vallejo WA	5	---	---	---
022	6:00P	810-815-8430	Peak	FlexRate	Washington DC	Seattle WA	1	---	---	---
022	6:00P	800-877-1221	Peak	FlexRate	Washington DC	San Jose CA	4	---	---	---
022	6:20P	800-800-1440	Peak	FlexRate,CallMin	Washington DC	Issaquah WA	2	---	---	---
022	6:30P	800-877-1221	Peak	FlexRate,CallMin	Washington DC	San Jose CA	1	---	---	---
022	8:00P	800-800-1001	Peak	FlexRate	Washington DC	Washington DC	1	---	---	---
022	8:00P	800-800-1001	Peak	FlexRate	Washington DC	Washington DC	7	---	---	---
022	8:10P	800-800-1001	Peak	FlexRate,CallMin	Washington DC	Issaquah WA	3	---	---	---
022	8:20P	800-800-1001	Peak	FlexRate	Washington DC	Lithonia GA	3	---	---	---
022	8:40P	810-815-8430	Peak	FlexRate	Arlington VA	Seattle WA	2	---	---	---
022	8:50P	810-815-8430	OS-Peak	MSM	Washington DC	Hayward CA	1	---	---	---
022	9:50P	810-815-8430	OS-Peak	MSM	Washington DC	San Jose CA	3	---	---	---
022	9:50P	800-800-7004	OS-Peak	MSM	Washington DC	San Jose CA	11	---	---	---
022	10:00P	810-815-8430	OS-Peak	MSM	Washington DC	Seattle WA	1	---	---	---
022	10:00P	810-815-8430	OS-Peak	MSM	Washington DC	Hayward CA	1	---	---	---
022	10:00P	810-815-8430	OS-Peak	MSM	Washington DC	Seattle WA	1	---	---	---
022	10:00P	810-815-8430	OS-Peak	MSM	Washington DC	Issaquah WA	4	---	---	---
022	10:10P	810-815-8430	OS-Peak	MSM	Washington DC	Hayward CA	3	---	---	---
022	10:20P	800-800-8000	OS-Peak	MSM,CallMin	Washington DC	Vallejo WA	1	---	---	---
022	10:30P	810-815-8430	OS-Peak	MSM	Washington DC	Issaquah WA	1	---	---	---
023	4:00A	800-800-8000	OS-Peak	MSM	Washington DC	Issaquah WA	1	---	---	---
023	5:00A	217-888-1104	OS-Peak	MSM	Arlington VA	Douglas VA	10	---	---	---
023	5:00A	810-815-8430	OS-Peak	MSM	Arlington VA	Issaquah WA	1	---	---	---
023	5:00A	810-815-8430	OS-Peak	MSM	Arlington VA	Issaquah WA	6	---	---	---
023	5:00A	810-815-8430	OS-Peak	MSM	Arlington VA	Issaquah WA	30	---	---	---

Detail for Rate Area: 510-915-6430

Voice, continued

Time	Number	Rate	Usage Type	Origin	Destination	Min.	Area Charge	Long Dist. Charge	Total
7:44A	916-891-8221	Peak	MSM/Flow	Alhambra WA	July 01	3	---	---	---
11:03A	916-891-8227	Peak	MSM/Flow	San Bruno CA	Hayward CA	2	---	---	---
11:04A	916-891-8272	Peak	Flex/Flow,CallStat	San Bruno CA	Hayward CA	3	---	---	---
11:13A	916-891-8227	Peak	MSM/Flow	San Bruno CA	Hayward CA	6	---	---	---
11:20A	916-891-8224	Peak	Flex/Flow	San Bruno CA	Hayward CA	1	---	---	---
11:30A	916-912-8200	Peak	MSM/Flow	San Bruno CA	Oakland CA	1	---	---	---
11:30A	415-910-1401	Peak	MSM/Flow	South San CA	San Diego CA	1	---	---	---
11:30A	916-891-8228	Peak	Flex/Flow,CallStat	South San CA	Vallejo CA	3	---	---	---
11:30A	916-891-8100	Peak	Flex/Flow	San Bruno CA	Hayward CA	2	---	---	---
11:30A	916-891-8228	Peak	MSM/Flow	San Bruno CA	Hayward CA	3	---	---	---
11:31A	916-891-8170	Peak	MSM/Flow	San Bruno CA	Oakland CA	7	---	---	---
11:32A	415-910-1401	Peak	MSM/Flow	San Bruno CA	San Diego CA	1	---	---	---
11:40A	916-912-8200	Peak	MSM/Flow	San Bruno CA	Hayward CA	1	---	---	---
12:00P	916-891-8210	Peak	MSM/Flow	San Bruno CA	San Marcos CA	12	---	---	---
12:00P	916-912-8200	Peak	MSM/Flow	San Bruno CA	Oakland CA	1	---	---	---
12:00P	916-891-8224	Peak	Flex/Flow	San Bruno CA	Hayward CA	1	---	---	---
12:00P	916-891-8228	Peak	MSM/Flow	San Bruno CA	San Bruno CA	6	---	---	---
12:00P	916-912-8200	Peak	MSM/Flow	San Bruno CA	Oakland CA	2	---	---	---
12:00P	916-912-7100	Peak	Flex/Flow	Oakland CA	Oakland CA	4	---	---	---
12:00P	916-891-8228	Peak	Flex/Flow,CallStat	Oakland CA	Hayward CA	3	---	---	---
12:00P	916-912-8200	Peak	MSM/Flow	Oakland CA	Oakland CA	6	---	---	---
1:00P	916-891-7402	Peak	Flex/Flow	San Leandro CA	Hayward CA	2	---	---	---
1:00P	916-912-8200	Peak	MSM/Flow	San Leandro CA	Hayward CA	3	---	---	---
1:00P	916-912-8200	Peak	MSM/Flow	San Leandro CA	Hayward CA	2	---	---	---
1:17P	415-710-7004	Peak	MSM/Flow	San Leandro CA	Hayward CA	14	---	---	---
1:40P	916-891-8228	Peak	Flex/Flow,CallStat	San Leandro CA	Vallejo CA	2	---	---	---
1:40P	916-891-8228	Peak	Flex/Flow,CallStat	San Leandro CA	Vallejo CA	3	---	---	---
2:10P	916-891-8228	Peak	Flex/Flow,CallStat	San Leandro CA	Vallejo CA	1	---	---	---
2:10P	916-891-8228	Peak	MSM/Flow	San Leandro CA	San Bruno CA	6	---	---	---
2:40P	916-912-8200	Peak	MSM/Flow	San Leandro CA	Oakland CA	1	---	---	---
2:50P	916-912-1170	Peak	MSM/Flow	San Leandro CA	Hayward CA	5	---	---	---
2:50P	916-891-8224	Peak	Flex/Flow	San Leandro CA	Hayward CA	1	---	---	---
2:51P	916-891-8224	Peak	Flex/Flow	San Leandro CA	Hayward CA	5	---	---	---
2:52P	408-314-0000	Peak	MSM/Flow	San Leandro CA	Hayward CA	1	---	---	---
2:52P	408-314-0000	Peak	MSM/Flow	San Leandro CA	San Bruno CA	9	---	---	---
2:52P	916-891-8228	Peak	Flex/Flow	San Leandro CA	Hayward CA	1	---	---	---
2:52P	916-891-8228	Peak	Flex/Flow	San Leandro CA	Hayward CA	1	---	---	---
2:57P	916-891-8228	Peak	Flex/Flow	San Leandro CA	LA Jolla CA	6	---	---	---
3:00P	916-912-8275	Peak	MSM/Flow	San Leandro CA	Hayward CA	3	---	---	---
3:30P	916-912-8200	Peak	MSM/Flow	San Leandro CA	Hayward CA	2	---	---	---
4:50P	916-912-8201	Peak	MSM/Flow	San Leandro CA	Hayward CA	1	---	---	---
8:10P	916-437-1001	Peak	Flex/Flow	San Leandro CA	Washington DC	3	---	---	---
8:30P	916-912-8201	Peak	MSM/Flow	San Leandro CA	Hayward CA	6	---	---	---
8:30P	916-755-8702	Peak	Flex/Flow,CallStat	San Leandro CA	Hayward CA	1	---	---	---

Chief Investigator's Office

From: Slatery John <JSlatery@teamster.org>
Sent: Friday, May 24, 2013 11:54 AM
To: Rome Aloise
Subject: Optum

Please call me at this office. I have a plan that I want to run by you. Thanks.



Chief Investigator's Office

From: John Hailstone <jjhailstone@comcast.net>
Sent: Thursday, February 07, 2013 11:06 AM
To: Rome Aloise
Subject: Re: Give me a call

I'm following up to make sure you received my voicemail. As I said in my voicemail I want to assure you that I am not involved in the Local 601 election and will not be involved going forward.

Sent from my iPhone

On Feb 1, 2013, at 5:35 AM, Rome Aloise <Raloise@teamsters853.org> wrote:

Rumor has it that you or someone that is being advised by you are planning to become involved in the Local 601 election. I hope that is not true, but came from some sources that made me ask for myself. 948 is open season, I understand that, but I don't want any interference in Local 601. Call me if you have time and we can discuss what you are hearing also.

Chief Investigator's Office

From: Rome Aloise
Sent: Tuesday, April 16, 2013 9:44 PM
To: RICHARD LEEBOVE
Subject: Fw: 1st Flyer Juanlucio
Attachments: Attachment: Juanlucio 1st flyer.pdf



raloise@teamsters853.org

From: Pablo Barrera <Organize@mail.com>
Date: Tue, 16 Apr 2013 21:38:32 -0400
To: Rome Aloise <raloise@teamsters853.org>
Subject: 1st Flyer Juanlucio

I am going to help Rafael Duenas put out a peace on Juanlucio, I will send it to you when done..

Pablo Barrera
Union Representative
International Brotherhood of Teamsters Local 601
745 East Miner Ave
Stockton, Ca 95202
(209)948-2800 Hall
(209)915-7009 Cell
(209)948-2876 Fax
Organize@mail.com

Juanlucio S. Reyes and the "Committed to Service Slate"



Local 601 Election 2013



My name is Juanlucio Reyes and I have been a member of Teamsters Local 601 for 15 years. I've been working at Hormel Foods Corporation in the Stockton Facility since 1998. My job title is General Relief Worker BR11 AA, a position to perform all jobs. I became a shop steward in 2003 and in 2005, I worked for the International as an organizer. I was hired at Local 601 as a Business Agent to represent the members at H. J. Heinz (Stockton), Unilever (Stockton), Del Monte Foods (Lathrop), Cascade Logistics (Tracy), Pacific Coast Producers Distribution Center (Lodi) and the Pallet Repair for Pacific Coast Producers (Lodi). I was elected as a trustee in the Cannery Council and this provided me with the experience to negotiate the Cannery Contract C. P. I. I participated in the Arbitration for C. P. I. and other contracts. I have the experience that you deserve and can provide the services that have been taken away!

[[Since 2011, Maria Ashley Alvarado has destroyed our contracts and disrespected the membership!]]

- Sold the Health and Welfare in the two Eckert plants for \$800 bonus, the family plan.
- C. P. I. Contract terminated the Health and Welfare for the Bridging July 1st 2013.
- C. P. I. Contract negotiated caps for Health and Welfare for all members.
- Installed an answering machine in the Local Union Office.
- Hired her sister Natalia as Secretary and made her Office Manager.
- Hired Company H.R. Juanita Ruiz from Diamond Walnut in the Local 601 office.
- Hired Union Rep. Rafael Dueñas from Diamond Walnut who was a scab during the Diamond Walnut Strike.
- Approved the plant closures of H. J. Heinz (Stockton) and Cascade Logistics (Tracy).
- Disrespects the membership by not returning their calls.
- Maria Ashley never worked a single day in the canning industry.

Elect Juanlucio Reyes and the "Committed to Service" Slate!



Chief Investigator's Office

From: RICHARD LEBROVE <RANGER1999@AOL.COM>
Sent: Tuesday, April 16, 2013 9:53 PM
To: Rome Aloise
Subject: Re: 1st Flyer Juantucio

Call me when you land.

Sent from my iPhone

On Apr 16, 2013, at 9:43 PM, Rome Aloise <Raloise@teamsters853.org> wrote:

rloise@teamsters853.org

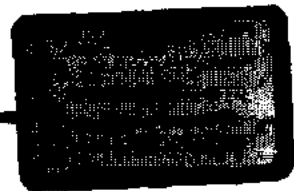
From: Pablo Barrera <Organize@mail.com>
Date: Tue, 16 Apr 2013 21:38:32 -0400
To: Rome Aloise <rloise@teamsters853.org>
Subject: 1st Flyer Juantucio

I am going to help Rafael Duenas put out a peace on Juantucio, I will send it to you when done..

Pablo Barrera
Union Representative
International Brotherhood of Teamsters Local 601
745 East Miner Ave
Stockton, Ca 95202
(209)948-2800 Hall
(209)915-7009 Cell
(209)948-2876 Fax
Organize@mail.com

<[Juantucio 1st flyer.pdf](#)>

Chief Investigator's Office



From: Rome Aloise
Sent: Friday, August 16, 2013 10:29 AM
To: 'ashley@teamsters601.com'; srosas@teamsters439.com; 'Robert Bonzaff'; pablo Barrera (organize@mail.com)
Subject: Leaflet
Attachments: Document11.docx


a couple of changes. I think you need to get these into the shops ASAP. Have your stewards distribute them. I don't think you can pull any punches here, destroy Lucio and his son as early as you can.

BEWARE!

LUCIO REYES IS TRYING TO STEAL OUR LOCAL!

**NO ONE WANTS TO GO BACK TO THE *DARK DAYS* WHEN
LOCAL 601 WAS
DISGRACED BY LUCIO REYES.**

 **DO WE WANT SOMEONE THAT WAS ARRESTED FOR SOLICITING
PROSTITUTES TO CONTROL OUR LOCAL?**

 **DO WE WANT SOMEONE WHO COST US OUR DUES MONEY TO
SETTLE SEXUAL HARRASSMENT LAW SUITS TO CONTROL OUR
LOCAL?**

 **REMEMBER, LUCIO REYES AND HIS GANGBANGER SON WERE
THE ONES WHO MADE YOU PAY FOR YOUR HEALTHCARE!**

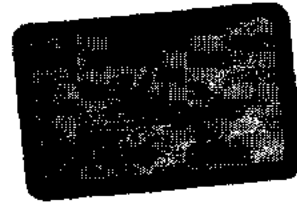
***In the last 3 years, Local 601 has come out of the darkness and has
become respected and feared by our bosses. We NEVER want to go
back to the Lucio Reyes days!***

***Produced by
Shop Stewards and Concerned Members of Local 601***

Chief Investigator's Office

From: Rome Aloise
Sent: Thursday, October 10, 2013 12:47 PM
To: Ashley Alvarado; John Provost (JProvost@beesontayer.com); 'Robert Borsari'
Subject: FW: Local 601
Attachments: DOC046.PDF

FYI



TEAMSTERS JOINT COUNCIL No. 7

Associated with the International Brotherhood of Teamsters



October 9, 2013

Brother Rolando Pimentel
19 Pershing Avenue
Woodland, CA 95695

Brother Zacharias Salas
5427 Duckwalk Way
Sacramento, CA 95835

Re: Hearing before Joint Council 7 panel

Dear Brothers Pimentel and Salas:

I have been informed that one or both of you took pictures of Ashley Alvarado and Alberto Zamora during yesterday's hearing on your charges against them. I do not have first-hand knowledge of whether you did so or not, but I am writing to advise you that the Joint Council absolutely prohibits the taking of pictures during its hearings.

If any pictures of anyone in attendance at the hearing should surface I am going to hold both of you accountable. That would be a chargeable offense and appropriate charges against you under the IBT Constitution would be brought. If you did not take any pictures, that's fine. But if you did, I suggest you destroy them rather than risk them being published at some point, whether by your action or otherwise.

Sincerely,

Rome Aloise
President

RAA:jos

Certified Mail 7006-2150-0004-4599-0158/0165

260 Executive Park Boulevard, Suite 3100, San Francisco, CA 94134-3906 - 415.467.7768

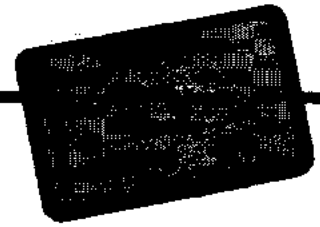
E-Mail: teamjc7@teamjc7.org



Executive Board
Bro A. Aloise
President
Bro Frank
Secretary-Treasurer
Bro Mike
Bro Harry
Bro Chris
Bro Steve
Bro Tom
Bro John
Bro Mark
Bro Lanthier
Bro Tobin

Organized November 22, 1997
United with ICF 20 January 1, 2010

Chief Investigator's Office



From: Rome Aloise
Sent: Tuesday, November 05, 2013 9:08 AM
To: 'David Rosenfeld'
Subject: RE: Ken Absolom

Good. This guy is definitely tied into Lucio Reyes and Hallstone who have formed this unholy alliance to remove Ashley from 601 and Adam and take things back over. This will happen over my dead body.

From: David Rosenfeld [mailto:DRosenfeld@unioncounsel.net]
Sent: Tuesday, November 05, 2013 6:06 AM
To: Rome Aloise
Subject: RE: Ken Absolom

I did file bar complaint for Local 948

From: Rome Aloise [mailto:Raloise@teamsters853.org]
Sent: Tuesday, November 05, 2013 5:57 AM
To: David Rosenfeld
Subject: RE: Ken Absolom

noted and corrected

From: David Rosenfeld [mailto:DRosenfeld@unioncounsel.net]
Sent: Monday, November 04, 2013 8:27 PM
To: Rome Aloise
Subject: Re: Ken Absolom

Ok. Except I don't want to appear over ly sensitive but my name is not correctly spelled

Sent from my iPhone

On Nov 4, 2013, at 3:52 PM, "Rome Aloise" <Raloise@teamsters853.org> wrote:

Do you have any problem with me sending this out to all the JC locals using your name?

<Document1.docx>

TEAMSTERS JOINT COUNCIL NO. 7

Affiliated with the International Brotherhood of Teamsters



LOCAL 315

NOV 06 2013

RECEIVED

November 5, 2013

Mr. Dale Robbins
Secretary-Treasurer
Teamsters Local 315
2727 Alhambra Avenue
Martinez, CA 94553

Dear Brother Robbins:

As Teamsters, we expect Union lawyers to be with us in our fight for decent wages, hours, terms and conditions of employment for our members. Unfortunately, some attorneys who work for Locals in Joint Council 7 seem to see their job as suing Unions and Union members.

Kenneth Absalom, an attorney from San Francisco, recently filed a lawsuit against a Teamster who supports the reelection of Ashley Alvarado, Secretary-Treasurer of Teamsters Local 601. In my opinion, this lawsuit appears politically motivated and calculated to chill Teamster members from getting involved in their Local Union election. Lawyers have absolutely no business trying to stifle our members in exercising their rights. Unfortunately, this is not the first time that Kenneth Absalom has used the duly elected representatives of Teamsters Local Unions in Northern California. Check with either the Beacon office or David Rosenfeld. I ask you to think about whether your Local wants to encourage lawsuits as a way to influence local elections.

If your Local Union currently retains Kenneth Absalom as legal counsel, you may want to consider another Union side law firm. Together, with good legal representation, we can make a real difference for our members, and we certainly don't need the interference of attorneys who seem intent on working against the interests of the members and their elected representatives.

Please do not hesitate to contact me if you would like to discuss this matter any further.

In Union,

Ronnie A. Aloise
President



Organized November 18, 1937
United with ICFW on January 1, 1944

Executive Board

Ronnie A. Aloise
President

Darrell Pratt
Vice President

Robert Morales
Secretary-Treasurer

David Hawley
Recording Secretary

Carlos Durba
Trustee

Sam Jones
Trustee

William Hoyt
Trustee

Advisory Board

Ernie Yates

Steve Mack

Joseph Lanthier

Vic Shada, Jr.

James Tobin

250 Executive Park Boulevard, Suite 3100, San Francisco, CA 94134-3306 • 415.467.7768

E-Mail: teamjc7@teamjc7.org



Chief Investigator's Office



From: Rome Aloise
Sent: Thursday, November 07, 2013 6:16 PM
To: 'ashley@teamsters601.com'
Subject: RE: Nominations

If they keep the two slates, we need to get people from the outside to leaflet with flyers of one group beating up the other group. We will cause a shit storm...

From: ashley@teamsters601.com [mailto:ashley@teamsters601.com]
Sent: Thursday, November 07, 2013 3:14 PM
To: Rome Aloise
Subject: RE: Nominations

Excellent advise, thank you.

Ashley

----- Original Message -----

Subject: RE: Nominations
From: Rome Aloise <Raloise@teamsters853.org>
Date: Thu, November 07, 2013 2:04 pm
To: "ashley@teamsters601.com" <ashley@teamsters601.com>

Yes they can. This should be the last time you have two meetings, change your bylaws for next time. They are idiots, once you accept that it will be meaningless what they do.

From: ashley@teamsters601.com [mailto:ashley@teamsters601.com]
Sent: Thursday, November 07, 2013 12:59 PM
To: Rome Aloise
Subject: RE: Nominations

Bob said that they could withdraw the nomination and acceptance of every office and become one slate. I hope not! I can wait to get this done. Last night both slates were acting as one, talking and shaking hands and even cheering for each others slate.

Juanlucio was making disrespectful comments about me and the other two were laughing and applauding until Joaquin, Manuel and Natalie shut them up. They are so unprofessional! Juanlucio was giving me dirty looks and walking around like Cholo.

I will let you know tonight.

Thanks,

Ashley

----- Original Message -----
Subject: Nominations

Chief Investigator's Office

From: Rome Aloise
Sent: Thursday, November 07, 2013 6:25 PM
To: 'ashley@teamsters601.com'; srosas@teamsters439.com; pablo Barrera (organize@mail.com)
Subject: Document6
Attachments: Document6.docx

Just a thought but we can get guys who are not associated with the local to leaflet stuff like this.



**WHY WOULD
ANYONE VOTE
FOR ANOTHER
REYES?**

*JUANLUCIO REYES IS A PUPPET FOR HIS FATHER
WHO WAS DISHONEST AND BROUGHT SHAME TO
LOCAL 601!*

**We are the Pimentel Slate, and although we have no
experience and have made some bad mistakes in our
lives, we THINK we can be better than Lucio Reyes.**

**No Mas Lucio-Elect the
Pimentel Slate**

Chief Investigator's Office

From: Rome Abise
Sent: Thursday, November 07, 2013 6:33 PM
To: 'ashley@teamsters601.com'; sross@teamsters439.com; pablo Barrera (organize@mail.com)
Subject: Document7
Attachments: Document7.docx



This is starting to be fun...



NO TO THE PIMENTAL SLATE!

**WHY WOULD WE WANT THIS GROUP OF INEXPERIENCED, NO
NOTHING, GANG BANGERS TO REPRESENT ALL OF US HARD
WORKING LOCAL 601 MEMBERS?**

**THEY KNOW NOTHING, HAVE NEVER EVEN BEEN TO A UNION MEETING,
AND ARE PROBABLY PUPPETS OF THE BOSSES!**

**ELECT ME, JUANLUCIO REYES, AND YOU NOT ONLY GET ME, BUT YOU
GET MY FATHER AND ALL OF HIS GANG! WE CAN GO BACK TO THE OLD
DAYS AND PROMISE YOU EVERYTHING YOU WANT!**

NO PIMENTAL SLATE!

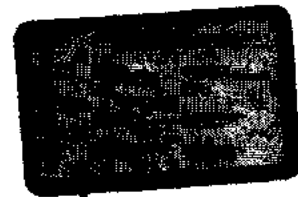
YES - JUANLUCIO AND LUCIO SLATE

BRING BACK THE PAST!

Chief Investigator's Office

From: Roma Aloise
Sent: Friday, November 08, 2013 9:45 AM
To: RICHARD LEEBOVE (RANGER1999@AOL.COM)
Subject: Ashley

I want to get some flyers done and perhaps a mailer that I will pay you guys for, for Ashley's campaign. I have the typical one with some members standing together, from one of the other Locals that should be to the point of "Ashley saved our health plan and got us all a decent contract, so we support her from Local 948 or something of the sort. Send me the bills.



Chief Investigator's Office

From: Rome Alois
Sent: Wednesday, November 13, 2013 9:09 AM
To: Barry Broad (broad@bglaw.org); Doug Bloch (doug@teamjc7.org)
Subject: PW: Campaign Manager for Pimentel
Attachments: 2768_001.pdf



From: Robert Borsall [mailto:rborsall@bessontayer.com]
Sent: Tuesday, November 12, 2013 6:42 PM
To: Rome Alois
Subject: Campaign Manager for Pimentel

Can you guys check this out and if he is in fact working for these people, I want them to have an earful and let them know that this will be a problem for them now and in the future. Let me know what you find out. He is doing the work for the person running against Ashley Alvarado.

Rome:

Attached you will find the bio for Joe Romero who, I believe, has been designated as the "Campaign Manager" by Rolando Pimentel, head of the New Direction Slate running against Ashley Alvarado. If we can quickly confirm that this is the fellow who is working with Pimentel, there are two potential options that could be considered.

First, if Romero were an employer, providing services to a candidate for union office would be illegal unless, of course, he is being paid reasonable market value for his services by Pimentel (which I doubt). This would mean that a complaint with the DOL could be lodged with very significant consequences for both Romero and Pimentel. Of course, there is always the possibility that Romero is being paid a fair market value for his services. However, even if Romero were not currently being paid, my guess is that if a complaint were lodged now, Romero would have time to "recreate the arrangement with Pimentel." In other words, filing now might give them the opportunity to decide that the services previously provided by Romero for free (probably as a favor to Art Pimentel, brother of Rolando Pimentel and currently a Supervisor in Yolo County) were, in fact, not actually free at all. Billings for services would be rendered to make everything look legitimate. This would defeat any claim that Romero was giving his services away in an "in-kind contribution" to Pimentel. Obviously, much of all this is speculative. My gut feeling is that it is better to keep the potential complaint with the DOL in reserve. At a later date, if the Local Election goes badly, a complaint can be filed with the DOL then and potentially cause it to be set aside if there is any merit to the allegation. It is also much more likely that Romero would not be able to "recreate history" about the arrangement with Pimentel as more time goes by.

Second, regardless of whether Romero is an employer or not, he is apparently currently working for Congressmen John Garamendi and State Senator Lois Wolk. I would imagine that if you or Barry Broad had a frank discussion with the Chief of Staff of Congressmen Garamendi and Senator Wolk expressing your great displeasure that someone from their staff was getting deeply involved in the politics of a Local Union within your jurisdiction, someone might quickly put an end to this behavior. As a matter of fact, it is quite conceivable that if pushed hard enough by his current employers, Romero might feel obliged to sing about who is behind the Pimentel and Reyes slates (Hallstone, Reyes and Absalom) and give Ashley all sorts of valuable information at a very critical time in the campaign. Just a thought. Call me to discuss.

Bob Bousell

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Joe Romero

California State Senate
Stockton, California Area | Political Organization

Current California State Senate, Congressional Joint Campaign for Congress, At Pleas for Yuba County Supervisor
Previous La Pagina, Peap & Corbin Insurance, Dr. Pan for AD 6
Education California State University-Stockton

Send a message

443 connections

www.linkedin.com/in/joeromero20120720

Contact Info

Background

Experience

Yuba County Field Representative
California State Senate
Jan 2012 - Present (1 year 6 months)

Senior L&M Web

Campaign Aide
Congressman John Garamendi for Congress
January 2012 - Present (1 year 11 months) | City of Woodland
Congressman John Garamendi for Congress 2012

Campaign Aide
At Pleas for Yuba County Supervisor
January 2012 - Present (1 year 11 months) | Yuba County
City of Woodland Mayor At Pleas for Yuba County Supervisor is David S

Chairman
Parks & Recreation Committee
November 2011 - Present (2 years 1 month) | City of Woodland

Propagator
La Pagina
January 2011 - November 2011 (11 months)

Founder
Peap & Corbin Insurance
January 2008 - January 2011 (2 years 1 month)
Business page club at California State University, Stockton

Campaign Representative
Dr. Pan for AD 6
May 2010 - November 2010 (7 months)
Dr. Richard Pan for Assembly District 6

Delegate
Witness for Peap
August 2008 - August 2008 (1 month)

People Similar to Joe



Stanley Lopez
CEO, StanleyLopez, Inc.
Chicago

People Also Viewed

Robert Arlett
Environmental Affairs at US
Department of Homeland Security

Stacy Leggett
General Affairs Director at California
Education & State Fair

Trevian Gilman
Customer Service Representative

Crystal Crump
Legislative Assistant to
Assemblymember Jane Hertz at
California State Assembly

Gregory Crumer
Senior Legislative Assistant at
California State Assembly

Carole Galloway
Consultant at Speaker's Office of
Member Services

Stephanie Puentes
MBA Candidate at USC Marshall
School of Business

Felton Miller
Partner, Murray - a high-stakes
with strategy firm

Christina Pelt
Nonprofit at Woodland Chamber
of Commerce

Carole Pappano
Community Service Manager at City
of Oak

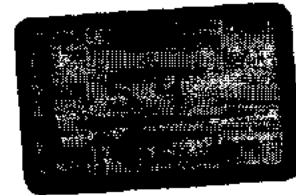
Chief Investigator's Office

From: Rome Aloise
Sent: Wednesday, November 13, 2013 10:53 AM
To: 'Barry Broad'
Subject: RE: Campaign Manager for Pimentel

Please do. Make sure she understands that we worked hard to get the first Hispanic woman elected in a cannery local that is the base for our organizing and voter registration in the Central Valley. This guy running against her is being financed by Hailstone and the white boy group that can't stand what is going on and want to get their hands back into the cannery council and health fund. I take this extremely personal and she should know that he will have some DOL issues over this that can drag her into it if she is paying him. Let me know and I appreciate you doing it.

From: Barry Broad (mailto:broad@bglaw.org)
Sent: Wednesday, November 13, 2013 7:50 AM
To: Rome Aloise
Subject: RE: Campaign Manager for Pimentel

I can call her.



Barry Broad
Broad & Gusman LLP
1127 11th Street, Suite 512
Sacramento, CA 95814

916.442.5999 o
916.442.3209 f
916.205.4275 m

From: Rome Aloise <Raloise@teamsters853.org>
Sent: Wednesday, November 13, 2013 7:47 AM
To: Robert Bonsall
Cc: Doug Bloch (doug@team1c7.org); Barry Broad
Subject: RE: Campaign Manager for Pimentel

Talked to Garamendi, he said Romero only worked for him as a volunteer, but he knew the name immediately. Mentioned that he was working for Wolk, and sounded like he didn't think much of him. He is sending me something stating that he never was on his staff, etc. For what it is worth. We need to get to Wolk, not sure who we know that is close to her???? Doug/Barry???

From: Robert Bonsall [mailto:rbonsall@beesonvoter.com]
Sent: Tuesday, November 12, 2013 6:42 PM
To: Rome Aloise
Subject: Campaign Manager for Pimentel

Rome:

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Bob Bonsall

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Chief Investigator's Office

From: David MacKenzie <david@mandgconsulting.net>
Sent: Thursday, October 31, 2013 2:08 PM
To: Rome Aloisa
Cc: Tim Groff
Subject: FW: RELEVANT HEALTHCARE COST CONTAINMENT
Attachments: Relevant SERVICES.pdf



Rome: I do not know this company - WHCC has worked with Scot Fuqua in the past with another company
Should I invite them to attend our annual meeting in Oakland and give a presentation?
I note they have a PBM - which may give Charlie Bertucio an incentive to "do something" for our members.?? David

-----Original Message-----

From: rjones@relevanthealthcare.com [mailto:rjones@relevanthealthcare.com]
Sent: Thursday, October 31, 2013 8:42 AM
To: David MacKenzie
Cc: Sfuqua
Subject: RELEVANT HEALTHCARE COST CONTAINMENT

David,

I hope you had a great summer.

I left you a voice mail not long ago regarding Relevant Healthcare.

As I mentioned, Relevant's services are the same services that were offered by ContainCare.

I am sales director of this new entity; and, Scott Fuqua is our company president.

I would like the opportunity to reconnect with you and Tim before the year's end.

I look forward to communicating with you again soon.

Kind Regards,

Rick Jones

Rick Jones
Sales Director
Relevant Healthcare Cost Containment
951.490.2377
rjones@relevanthealthcare.com
www.relevanthealthcare.com



Relevant
HEALTHCARE

OUR SERVICES

MEDICAL BILL REVIEW/AUDIT

Relevant Healthcare offers a proven Medical Bill Review & Audit solution that can be applied to all In-Patient Hospital claims with billed charges over \$15,000.

- 96% success rate
- Average savings of 32%

DIALYSIS

Dialysis costs are one of the most unpredictable areas facing the healthcare industry today. The cost of dialysis has risen dramatically over the past 5 years.

We deliver proven solutions to limit these rising costs, including:

- Negotiated settlements
- Medicare pricing
- Usual & Customary reduction recommendations

ONCOLOGY

Relevant Healthcare helps medical claim payers effectively manage all types of cancer claims including:

- In-patient admissions
- Out-patient and infusion center treatments and physician charges
- Pharmaceutical claims

RADIOLOGY BENEFIT MANAGEMENT

- Relevant includes an executive management team and scheduling department with a combined experience of over 250,000 diagnostic claims managed which resulted in more than \$250 million in savings
- Nationwide Coverage
- Average savings of 50% per procedure

PHARMACY BENEFIT MANAGEMENT

Relevant Healthcare provides unique Pharmacy Benefit Management (PBM) services. We have developed innovative ways to help control prescription drug costs by delivering administration and plan management services.

- Learn how to save 8% to 15% over your prior years pharmacy expenditures. We guarantee the cost savings and we can lock in your rates for one to two year. Contact Relevant Healthcare at 1-855-328-5100



Relevant Healthcare - Cost
Containment

T: 1-855-328-5100
F: 1-706-340-3331
www.RelevantHealthcare.com