
MEMORANDUM

TO: IBT General President and members of the General Executive Board

FROM: Robert D. Luskin, Independent Investigations Officer

RE: Recommended charges against former Local Union 986 Secretary-Treasurer Chris Griswold and former President Sean Harren

DATE: February 13, 2026

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SUMMARY

Over a years-long period, CHRIS GRISWOLD and SEAN HARREN, the top officers of Local Union 986, were living large on the local union’s dime – spending outsized amounts of members’ dues money to buy themselves prime cuts and specialty libations at exclusive restaurants in destination locales. They did this by abusing the union’s credit card, treating it as a blank check to permit them luxury living without limit. They extended the generosity for these extravagant meals beyond themselves not only to local union business agents, but frequently to spouses and partners of officers and staff, and to non-Teamster friends and hangers-on as well. Their wastefulness regularly included high-end wine priced at or above \$150 per bottle, with some purchases ranging as high as \$450, \$490, and \$890 per bottle. It also included multiple shots of ultra-premium rye whiskey, bills where 90% or more of the charges were for alcoholic drinks, and restaurant tabs that regularly exceeded \$1,000, often surpassed \$2,000, and sometimes topped \$3,000, with the average cost per person usually more than \$150, often eclipsing \$200, and sometimes stretching above \$300.

GRISWOLD and HARREN justified this overindulgence by asserting, variously, that the local union, which together they ran and to which they owed a fiduciary responsibility since 2007 and 2009, respectively, had no policy prohibiting such excessive spending, leaving unspoken that they had the authority to create a policy limiting such overspending but did not do so. They also declared explicitly that paying over-the-top prices for Italian wine at high-end venues was “reasonable” because the local union was in the black financially.

The overspending was not limited to out-of-town venues. Indeed, GRISWOLD and HARREN tapped the local union treasury routinely for in-town meals at establishments fewer than ten miles from the union hall, where all those present worked at the hall yet chose to meet at the

restaurant – at dues-payers’ expense – rather than in a union hall office or conference room. The union business handwritten on the restaurant receipt was most often the generic “staff/mem,” purportedly meaning that the bill was justified by a vague non-specific discussion of local union “staff” or “membership,” with no particular issue identified that required the meeting there rather than at the office.

GRISWOLD and HARREN’s spending habits – aside from being lavish and patently unreasonable – also crossed the line into fraud upon the local union. Each often used the union credit card to pay for meals where the number of diners and the number of entrees ordered exceeded the number of names the credit card user listed on the back of the receipt, indicating that one or more persons dined on the union credit card where even GRISWOLD or HARREN could not justify the purchase of their meals as legitimate. In other instances, GRISWOLD and HARREN failed to document in any way whatsoever the names of the diners or the union purpose of the expense.

The local union executive board had in place a longstanding per diem policy adopted to curb meal expenses on union travel. For most of the period covered by the IIO investigation, the union paid those traveling on union business that required an overnight stay \$125 per day (in 2025, raised to \$150) to cover breakfast, lunch, and dinner expenses. Union policy prohibited representatives receiving per diem from using the union credit card – or having someone else use the card for them – to pay their meal expenses on that trip. The executive board resolution on per diem for overnight travel contained no exceptions – none exempting the principal officer or the president from it – yet by their own actions GRISWOLD never received it and HARREN rarely did. These decisions left them unfettered by the daily per diem limit and by the prohibition on using the union credit card when receiving per diem. Without those limitations, GRISWOLD and

HARREN routinely ran up restaurant and bar bills into the thousands of dollars, rationalizing in their own minds that the expenditures were “reasonable.” On several occasions, however, HARREN violated the per diem policy by paying the meal expenses of union representatives and employees who were on per diem, in which cases the local union paid twice for those representatives’ meals.

HARREN’s carefree use of the local union credit card extended most often to his family and friends. His wife, Anna Macias Harren, who was neither a Teamster nor an employee of the local union, attended most out-of-town trips with HARREN, and HARREN routinely had the local union buy his wife meals and drinks, whether the venue was a top-rated Italian restaurant in Las Vegas, a steakhouse in Palm Springs, a Mediterranean/American fusion restaurant in Carlsbad, an upscale eatery in Reno, a beach bar in Waikiki, a sports bar in Orlando for a mimosa flight and chicken wings, the Ontario airport for morning drinks, or a Lake Tahoe Starbucks for lattes. The IIO investigation documented more than 100 instances where HARREN bought his wife meals and/or drinks with the local union credit card when at out-of-town venues. HARREN justified this union expense by arguing that his wife was employed by Liberty Dental Plan, a dental insurance company that contracted with various Teamster funds to provide dental benefits to Teamsters, and that she attended these events – at union expense, not at the expense of Liberty Dental – just in case someone might have a question about dental coverage. This transparently fraudulent justification was HARREN’s excuse for converting what should have been his personal expense to one dues payers shouldered. During the period covered by the IIO investigation, HARREN’s wife dined or drank on the union credit card nearly 50 times.

HARREN’s wife was not the sole family member to benefit from this largesse. HARREN used the local union credit card to pay for meals and drinks for Michael and Marissa Macias, the

son and daughter of his wife, as well as Corey Virgilio, the boyfriend, fiancé, and eventual husband of Amanda Macias Virgilio, Anna's daughter. Only Amanda was a Teamster, having been hired to a non-posted, non-advertised office clerical position at the local union three months after HARREN married her mother, and then promoted to Executive Secretary some three years later. Neither Michael Macias, Marissa Macias, nor Corey Virgilio had any connection to the Teamsters union, other than the fact that their step-father (step-father-in-law, in the case of Virgilio) was the president of Local Union 986.

HARREN even had Local Union 986 pay for a long weekend for himself and his wife (all of their expenses except her airfare) to travel by business class to Rochester NY, arriving Wednesday for a Thursday-night retirement party for HARREN's uncle, a union-side labor lawyer who had never done legal work for or had any connection to Local Union 986. The local union's generosity extended to buying dinner for the uncle, the uncle's plus-one, the uncle's law partner, HARREN, HARREN's wife, plus five additional persons HARREN had never met and did not know the names of, at a Thursday night dinner that followed the official retirement dinner held the same night, and it further extended into a weekend stay for HARREN and his wife (hotel, all meals, and HARREN's business class airfare).

In addition, HARREN gave himself and his stepdaughter special access to post-season tickets for the Los Angeles Dodgers. Local Union 986 has purchased two 4-seat blocks of Dodgers season tickets and post-season tickets for years, ostensibly as incentives and thank-yous for union stewards' service. In acts of self-dealing, HARREN waived the rule that recipients were entitled to 2-seat packs of post-season tickets, giving himself a 4-seat pack to a game in the 2024 World Series, and giving his stepdaughter a 4-seat pack to a game in the National League Championship

Series the same year. Waiving the rules to give himself and his stepdaughter these tickets is the very type of self-dealing that Congress has prohibited.

HARREN also extended the local union's unwitting generosity to his friends, to spouses of retirees, and to a co-worker of his wife, whether in the form of elegant dining experiences or beach cocktails. Spouses and domestic partners of other local union staff members, none of whom were Teamsters or local union employees, also benefited from this bounty, in one case including their airfare to a Hawaiian union conference, all without union purpose.

Not to be outdone by HARREN, GRISWOLD at least three times took rewards points Local Union 986 earned on its American Express Business Gold Rewards credit card account and converted them to his personal use, once spending \$7,416.27 to reserve a stay at a 5-star luxury Paris hotel. He did not take this trip apparently because of pandemic restrictions, and the monetary value of the trip was returned to the local union credit card; despite this, his intent to embezzle a union asset for personal use was established. Less than a year later, he spent \$4,345.61 worth of points Local Union 986 had earned on the Business Gold AmEx card to pay for personal stay at the Lodge at Whitefish Lake MT, the Explorer Cabins at Yellowstone in West Yellowstone MT, and the Snake River Lodge and Spa in Teton Village WY. A year and a half later, GRISWOLD dipped into Local Union 986's credit card points once again, this time spending \$4,250.19 at another 5-star luxury Paris hotel, taking the trip the pandemic had stymied. The rewards points GRISWOLD used for these luxury vacations were the property of Local Union 986 and should have been applied to travel expenses for legitimate union purposes. His conversion of the points to his personal use for his own pampering constituted embezzlement from the local union.

The willingness of union officials to spend members' dues money casually was not limited to out-of-town trips. Routinely, local union officers and business agents charged the cost of lunch

or dinner meetings to the union credit card, even where those attending the meeting were employed full-time by the union, had offices in the local union hall, and ate at restaurants within a few miles of the hall, and often inflated the cost of the “meeting” with expensive cocktails.

The indulgence the union’s leadership extended to themselves from the union’s treasury presents a textbook example of misuse of local union funds, all to the benefit of local union officials, their families and friends, and to the detriment of the local union’s members and with no union purpose. The membership deserves much better than this.

The safeguards all Teamsters local unions must have in place to protect the treasury against self-indulgent spending, embezzlement (in the case of purchase of meals for persons for whom no legitimate union purpose exists, and stealing of credit card rewards points), and fraud (in the case of meals and drinks for persons not identified on the receipt) were largely absent from Local Union 986. While the local union had a robust accounting system managed by a capable bookkeeper, the bookkeeper did as she was told, and the persons responsible for approving the paying of credit card invoices that contained GRISWOLD’s and HARREN’s expenditures were none other than GRISWOLD and HARREN. Even then, GRISWOLD largely absented himself from this responsibility, leaving it to HARREN to review and approve monthly credit card statements alone. For well more than a decade, GRISWOLD did not sign a single check drawn on the local union’s checking account, nor did he sign the authorizations permitting the bookkeeper to pay the monthly credit card statements electronically. Instead, the bookkeeper used a machine to apply a mechanical facsimile of GRISWOLD’s signature to checks and authorizations alike. She thus issued checks and made electronic funds transfers (EFTs) based solely on HARREN’s approval, in violation of local union bylaws, and under circumstances where HARREN, one of the major

abusers of the local union treasury, was approving union payment for GRISWOLD's and his own overspending and self-dealing.

GRISWOLD and HARREN also routinely permitted breach of internal accounting standards by approving for payment credit card expenditures where the user did not submit the itemized receipt showing what was purchased or identifying the persons who benefited from the purchase. Evidence showed that they were the biggest abusers of the requirement to document credit card purchases, establishing a personal incentive for regularly waiving the requirement.

While the trustees who serve on the local union executive board were empowered to scrutinize local union expenditures carefully, none who served during the period GRISWOLD and HARREN held top office received any training as to how to perform his function. More importantly, the monthly financial reports and documents they reviewed when approving the books did not include the credit card statements or the restaurant and bar receipts that showed the high-end wine, liquor, and restaurant meals the local union credit card paid for, or the spouses, domestic partners, and other non-members overfed by it, and the dubious or pro forma union purpose cited for the expenditures. As such, the 15 minutes the trustees were given on average each month to verify the books were spent to check for numeric errors in the reports and not to investigate unauthorized and unreasonable overspending by the top officers.

Further, the monthly trustees report was not submitted monthly to the general membership for approval, as required, because the local union made no effort to advertise its general membership meetings other than a listing in small font in a quarterly newsletter mailed by the joint council. As a result, the local union failed well more than half the time to generate the necessary quorum of 25 attendees from its 18,000+ membership (increased to 28,000+ members, effective June 1, 2025).

GRISWOLD's argument that any meal or beverage expenditure he or HARREN incurred was "reasonable" so long as the local union was in the black financially was not shared by other members of his executive board. Thus, Beverly Williams, the local union vice president, testified that she was very conscientious about spending members' dues money. When she traveled on union business and was not placed on per diem, she nonetheless attempted to limit her meals expenditures to be reimbursed to a daily amount equivalent to or less than what the per diem would be if she had been issued it. Maurice McDonald, a trustee on the executive board, made daytrips monthly from his job in San Francisco to the Southern California local union hall to perform his trustee function and attend the executive board meeting. The local union paid his airfare and airport parking expense. However, the local union does not pay his meal expense nor did he request reimbursement. As he put it: "I buy my lunch – I eat lunch every day anyway."

Local union revenues exceeded expenditures in every year covered by the IIO's investigation because Local Union 986 taxes its members at dues rates well above those required by the IBT constitution. While the constitutional minimum for most IBT members is 2.5 times the member's hourly wage, Local Union 986's bylaws require for most of its members 2.75 times the hourly wage PLUS an escalating \$1 per month in dues for each \$2 increment in which the wage exceeds \$11/hour. This enhanced dues formulation made it highly unlikely that the local union would ever report a deficit, and it created a vast reservoir of ready cash to finance GRISWOLD's and HARREN's high living that proved too tempting for them to ignore.

In a further act of self-dealing, GRISWOLD exempted full-time local union officers and business agents, himself and HARREN included, from the local union's enhanced dues formula – and even from the IBT's constitutional formula. Beginning in February 2009 and continuing for more than 16 years through June 2025, all full-time officers and business agents of the local union

paid dues of \$83 per month. Per the IBT constitution, all full-time officers, business agents, and organizers are required to pay the highest dues rate of any member in the local union. The IBT General Executive Board has stated that this provision requires that full-time salaried officers, business agents, and organizers will pay dues equal to the highest rate in effect for a member employed in the primary craft or industry represented by the local union. For Local Union 986, that primary craft was the unit of airline mechanics employed by United Airlines (UAL). Yet GRISWOLD disobeyed the GEB's instructions and locked the dues rates for full-time officers and staff at \$83 monthly, even though top dues paid by a UAL mechanic rose well above \$100 monthly, eventually to \$155 monthly. Even members of GRISWOLD's executive board, chief stewards at UAL who were not full-time salaried officers of the local union, paid dues that hit \$136 per month. Instead of escalating the dues rates of full-time salaried officers and agents to match the UAL top rate, as required, GRISWOLD saved himself and his coterie of full-time staff up to \$72 per person per month extending over a years-long span. Aside from the personal savings GRISWOLD engineered, he breached his fiduciary obligation to the union treasury to collect *full* dues from all members.

The result was personal savings to GRISWOLD and HARREN of \$4,334 in unpaid dues over 16 years, plus the loss of well more than \$100,000 dollars in dues income to the local union over that span, with corresponding shorting of per capita payments to the IBT and Joint Council 42. The further consequence was that GRISWOLD was ineligible for election as local union secretary-treasurer in each election the local union conducted after the maximum UAL mechanics dues rose above \$83 per month, including the 2013-2015, the 2016-2018, the 2019-2021, the 2022-2024, and the 2025-2028 terms, because he set his dues rate below what was required and did not therefore pay full constitutional dues in each of the 24 consecutive months that preceded his

nomination for office in those elections, as required in order to be eligible for office. GRISWOLD also breached his fiduciary responsibility by permitting HARREN to stand for office when HARREN was ineligible to do so for his failure to pay full constitutional dues. For the four complete terms as secretary-treasurer to which GRISWOLD was elected even though ineligible for office, he was paid \$2,256,642.00 by the local union. He was paid an additional \$177,858.00 by Joint Council 42 for service as a trustee and then as principal officer, positions that required valid election to the local union in order to hold. Finally, the IBT paid him \$234,342.00 as an elected International vice president, even though he was ineligible for that office because he failed to pay full dues. HARREN was paid \$2,380,012 by the local union for the four completed terms, 2013 through 2024, even though he was ineligible for election to each of them for the same reason that disqualified GRISWOLD.

At the time the IIO commenced this investigation, GRISWOLD was the elected secretary-treasurer of Local Union 986, the elected president of Joint Council 42, and an elected IBT vice president at large. In addition, he was a candidate for reelection as IBT vice president on the O'Brien-Zuckerman slate in the 2026 IBT election. HARREN was the elected president of Local Union 986. As the investigation supporting this charge report concluded, GRISWOLD and HARREN resigned their positions on November 3, 2025. These resignations do not address the misconduct involved or the restitution required.

As detailed below, the IIO investigation found that during the period November 2019 through December 2024, GRISWOLD used the union credit card to spend – whether without authorization, without union purpose, and/or in unreasonable amounts – at least \$51,261.38, that he converted union credit card points to personal use worth \$8,595.80, and, over 14 years that he shorted the local union \$4,334.00 in dues, all the while collecting \$2,668,842.00 in salary for

offices he was ineligible to hold. Further, during the same period, HARREN used the union credit card to spend – whether without authorization, without union purpose, and/or in unreasonable amounts – at least \$82,681.24, and, over 14 years that he shorted the local union \$4,334.00 in dues, all the while collecting \$2,380,012.00 in salary for offices he was ineligible to hold.

Effective November 4, 2025, GRISWOLD and HARREN each resigned local union office, each agreed to pay restitution of \$50,000, and each agreed not to seek or accept union office or employment for 8 years from the date of resignation. These resignation agreements do not make the union whole because they fall short of the amounts GRISWOLD and HARREN embezzled, converted or misappropriated, do not address the underpayment of union dues, do not impose disciplinary sanction up to including permanent banning from the union, and do not inform the membership of the years-long misappropriation of union funds perpetrated by their leaders. As the GEB recently declared in another case, affirming a penalty of full restitution, suspension from membership for 3 years, and removal from office and employment for that period, “repeated unauthorized use of union funds, even with subsequent reimbursement, show[s] a disregard for [local union] financial controls and policies, [which] could undermine union integrity and erode member trust in union leadership.” In contrast, here the IBT’s action to permit GRISWOLD and HARREN to resign their positions without disciplinary sanction or monetary fine has allowed them to keep a substantial portion of the ill-gotten benefit they bestowed upon themselves, and it has hidden from the membership the circumstances under which they were forced out of office. Such is an unacceptable resolution of this egregious misconduct and is inadequate under the reforms dictated by the Final Order.

Accordingly, the Independent Investigations Officer recommends that the following charges be brought against GRISWOLD and HARREN.

RECOMMENDED CHARGES

Under authority granted by Paragraphs 30, 31, and 32 of the Final Agreement and Order¹ in *United States v. International Brotherhood of Teamsters*, 88 Civ. 4486 (S.D.N.Y.), the Independent Investigations Officer recommends the following charges and specifications be laid against the following former officers of Local Union 986 as follows:

FIRST CHARGE – EMBEZZLEMENT, CONVERSION and/or MISAPPROPRIATION OF UNION FUNDS – CHRIS GRISWOLD: That GRISWOLD, Secretary-Treasurer and principal officer of Local Union 986, breached his fiduciary duty to the local union and its membership and thereby brought reproach upon the union by embezzling, converting, and/or misappropriating union funds for his personal benefit without authorization, without union purpose, and/or in unreasonable amounts;

SECOND CHARGE – EMBEZZLEMENT, CONVERSION and/or MISAPPROPRIATION OF UNION FUNDS – SEAN HARREN: That HARREN, President of Local Union 986 breached his fiduciary duty to the local union and its membership and thereby brought reproach upon the union by embezzling, converting, and/or misappropriating union funds for his personal benefit without authorization, without union purpose, and/or in unreasonable amounts;

THIRD CHARGE - LACK OF INTERNAL ACCOUNTING CONTROLS – CHRIS GRISWOLD AND SEAN HARREN: That GRISWOLD, Secretary-Treasurer of Local Union 986, and HARREN, President of Local Union 986, at times acting together and at times acting individually, each breached his fiduciary duty to the local union and its membership by failing to enforce internal accounting controls over the treasury of the local union by spending, and permitting spending, of union funds without authorization, in unreasonable amounts, and/or without legitimate union purpose, thereby bringing reproach upon the union;

FOURTH CHARGE – INTERFERENCE WITH AND IMPEDING OF INTERNAL ACCOUNTING CONTROLS – CHRIS GRISWOLD: That GRISWOLD, Secretary-Treasurer of Local Union 986, breached his fiduciary duty to the local union and its membership and thereby brought reproach upon the union by interfering with and impeding the trustees of the local union to perform their internal accounting function of reviewing credit card expenditures to determine whether they were authorized, were made for a union purpose, and were reasonable;

¹ Exh. 1, Final Agreement and Order, Dckt. 4409-1 (1/14/2015), in *U.S. v. International Brotherhood of Teamsters*, 88 Civ. 4486.

FIFTH CHARGE – LACK OF INTERNAL ACCOUNTING CONTROLS – CHRIS GRISWOLD AND SEAN HARREN: That GRISWOLD, Secretary-Treasurer of Local Union 986, and HARREN, President of Local Union 986, each breached his fiduciary duty to the local union and its membership by permitting and condoning the local union bookkeeper to disburse funds of the local union without obtaining the signatures or other written authorization of the minimum number of persons authorized by local union bylaws to approve such disbursements, and thereby violating his obligations under the IBT constitution and local union bylaws and bringing reproach upon the union;

SIXTH CHARGE – FAILURE TO ENFORCE DUES REQUIREMENTS FOR OFFICERS, BUSINESS AGENTS, AND ORGANIZERS – CHRIS GRISWOLD: That GRISWOLD, Secretary-Treasurer of Local Union 986, breached his fiduciary duty to the local union and its membership and thereby brought reproach upon the union by failing to enforce the monthly dues obligations required by the IBT constitution for himself and all full-time officers and business agents, as dictated by the IBT General Executive Board, which required that these full-time union officials pay monthly dues equivalent to the highest rate paid by a United Airlines (UAL) mechanic, and instead setting the monthly dues rate for such officials at \$83 per month, a rate he maintained for more than 15 years, even though the highest UAL rate rose year by year over that span, the result being that he and the full-time union officials gained a personal financial benefit, while the local union treasury, the IBT treasury, and the Joint Council 42 treasury suffered corresponding financial detriments;

SEVENTH CHARGE – FAILURE TO ENFORCE ELECTION RULES OF THE IBT CONSTITUTION AND LOCAL UNION BYLAWS – CHRIS GRISWOLD: That GRISWOLD, Secretary-Treasurer of Local Union 986, breached his fiduciary duty to the local union and its membership and brought reproach upon the union by declaring himself and the full-time union officials on his slate of candidates eligible for union office in the 2012, 2015, 2018, 2021, and 2024 elections, despite that they had not paid the full dues required by the IBT constitution for 24 consecutive months prior to the nomination meetings held in those years;

EIGHTH CHARGE – VIOLATION OF IBT CONSTITUTION AND LOCAL UNION BYLAWS CONCERNING FILLING OF VACANCIES ON THE LOCAL UNION EXECUTIVE BOARD – GRISWOLD AND HARREN: That GRISWOLD and HARREN, respectively the Secretary-Treasurer and President of Local Union 986, violated the local union executive board vacancy provisions of the IBT constitution and local union bylaws on November 4, 2025, and thereby brought reproach upon the union, by nominating and seconding, respectively, persons to replace them in office and by voting on those nominations.

JURISDICTION

Under Paragraph 32 of the Final Order, the IIO designates this matter “as an original jurisdiction case for the General President to review.” Upon receipt, the General President “shall promptly take whatever action is appropriate in the circumstances and shall, within ninety (90)

days of the referral, make written findings setting forth the specific action taken and the reasons for that action.”²

INVESTIGATORY FINDINGS AND CONCLUSIONS OF LAW

I. THE DUTIES AND OBLIGATIONS GRISWOLD AND HARREN OWED TO LOCAL UNION 986 AND THE CONDUCT THAT WAS REQUIRED.

A. By law, the IBT constitution, and local union bylaws, GRISWOLD and HARREN were, and all executive board members are, fiduciaries of Local Union 986 and its treasury.

1. From 2007 until November 3, 2025, GRISWOLD was secretary-treasurer and principal officer of Local Union 986.³ In this role as a constitutional officer of a labor union, GRISWOLD had the fiduciary duty “to hold [the union’s] money and property solely for the benefit of the organization and its members and to manage ... and expend the same in accordance with its constitution and bylaws and any resolutions of the governing bodies adopted thereunder.” 29 U.S.C. §501(a).⁴

2. As articulated by Judge Edelstein, “[e]very IBT officer has a fiduciary relationship with the Union membership” and “is a repository of the membership’s trust.” *U.S. v. I.B.T. (Coli)*, 803 F.Supp. 748, 755 (S.D.N.Y. 1992).⁵ To that end, “every IBT officer must, with unstinting effort and steely resolve, wage an active campaign to purge the Union” of corruption. *U.S. v. I.B.T. (Crapanzano & Lanza)*, 803 F.Supp. 740, 746 (S.D.N.Y. 1992).⁶

² Exh. RD1, Final Agreement and Order.

³ Exh. SE3, Griswold sworn exam transcript, p. 6.

⁴ Exh. RD5, 29 U.S.C §501

⁵ Exh. RD6, *U.S. v. I.B.T. (Coli)*, 803 F.Supp. 748, 755 (S.D.N.Y. 1992).

⁶ Exh. RD7, *U.S. v. I.B.T. (Crapanzano & Lanza)*, 803 F.Supp. 740, 746 (S.D.N.Y. 1992).

3. This statutory duty is reinforced by the IBT constitution, which imposes an oath on all officers of the IBT and its affiliates to “act solely in the interests of [the union’s] members.”⁷ The constitution enforces this provision by punishing officers and members for “[b]reaching a fiduciary obligation owed to any labor organization by any act of embezzlement or conversion of union’s funds or property.”⁸

4. Among other purposes, Section 501(a) was enacted to curb self-dealing by labor union leaders. The statute was a response to disclosure during Congressional hearings of “official pilfering … and the use of union office for personal profit”. *McNamara v. Johnston*, 522 F.2d 1157, 1163 (7th Cir. 1975), *cert. denied*, 425 U.S. 911 (1976).⁹ The court in *Hood v. Journeyman Barbers, Hairdressers, etc.*, 454 F.2d 1347, 1354 (7th Cir. 1972),¹⁰ noted that Section 501 “was a direct and far-reaching response to the mischief exposed and dramatized by the McClellan Committee. That mischief was the misuse of union funds and property by union officials in its every manifestation. Thus the reach of Section 501 extends to every area in which subversion of the interests of the union membership may be accomplished by union officials or representatives bent on acting in culpable derogation of those interests.”

5. The House Committee that drafted Section 501(a) insisted that the power of labor unions be used “for the benefit of employees whom the unions represent *** and not for the personal profit and advantage of the officers and representatives of the union.” (H.R. Rep. No. 741 on H.R. 8342, 86th Cong., 1st Sess. 11 (1959), reprinted in I Legislative History at 769, U.S. Code Cong.

⁷ Exh. RD2, IBT constitution, Oath of Office.

⁸ Exh. RD2, IBT constitution, Article XIX, Section 7(b)(3).

⁹ Exh. RD8, *McNamara v. Johnston*, 522 F.2d 1157, 1163 (7th Cir. 1975), *cert. denied*, 425 U.S. 911 (1976).

¹⁰ Exh. RD9, *Hood v. Journeyman Barbers, Hairdressers, etc.*, 454 F.2d 1347, 1354 (7th Cir. 1972).

Admin. News 1959, pp. 2318, 2433.) “To expose conflicts of interest and stamp out embezzlement and self-dealing by union officials, the Act required unions to comply with certain reporting and disclosure requirements, established new crimes, and codified the fiduciary obligations of union representatives.” *McNamara*, at 1163.¹¹

6. The statute explicitly cautions that the fiduciary obligations it imposes must be interpreted with due regard to the “special problems and functions of a labor organization.” 29 U.S.C. §501(a).¹² Case law construing the statute holds that Congress intended “minimum interference in the internal affairs of union” in circumstances where expenditures are authorized by the membership or by bylaws. S.Rep.No.187, 86th Cong., 1st Sess., reprinted in (1959) U.S. Code Cong. & Ad.News 2318, 2323; *Morrissey v. Curran*, 650 F.2d 1267, 1273 (2d Cir. 1981).¹³ As such, the first inquiry must be whether disbursements are properly authorized.

7. However, even if a disbursement was authorized, such authorization is not a complete defense to Section 501(a) review. As the *Morrissey* court noted, “[t]he centralization of power and authority in modern labor unions, as their membership has grown, has resulted in an organizational structure in which the rank and file may not be able to influence union policy effectively. A group of officers runs the union’s daily affairs, with broad powers to construe the constitution and bylaws and ample opportunity to permit questionable spending practices.” *Id.* at 1273. As such, “authorization cannot be used to shield the very acts that prompted the legislation, [which is] misappropriation and abuse of union funds by officers for their personal benefit.” *Id.* At 1273-1274. Accordingly, the *Morrissey* court held, “consistent with the thrust of §501(a), that

¹¹ Exh. RD8, *McNamara v. Johnston*, 522 F.2d 1157, 1163 (7th Cir. 1975), *cert. denied*, 425 U.S. 911 (1976).

¹² Exh. RD5, 29 U.S.C. §501.

¹³ Exh. RD10, *Morrissey v. Curran*, 650 F.2d 1267, 1273 (2d Cir. 1981).

where a union officer personally benefits from union funds, a court in a §501(b) suit may determine whether the payment, notwithstanding its authorization, is so manifestly unreasonable as to evidence a breach of the fiduciary obligation imposed by §501(a)." *Id.* at 1274.

B. Under the bylaws of Local Union 986, the executive board has and has had exclusive authority to determine when and whether to disburse local union funds.

8. The bylaws of Local Union 986 impose on the local union executive board the duty and authority "to conduct and manage the affairs of this organization, and to ... expend ... Local Union funds ... in the pursuit of accomplishment of the objectives set forth in the Constitution of the International Union and these Bylaws and resolutions adopted in furtherance thereof."¹⁴

9. The executive board meets monthly, and it routinely and meticulously exercises and has historically exercised its authority to expend union funds. For example:

- a. It authorizes disbursements for building repairs, maintenance, and insurance on the several union halls the local union occupies;¹⁵
- b. It authorizes purchase of vehicles for business representatives;¹⁶ and

¹⁴ Exh. RD3, Bylaws of Local Union 986, Section 14(A).

¹⁵ See Exh. EB8, Executive Board meeting minutes (6/19/2019), \$10,412 for earthquake insurance; Exh. EB9, Executive Board meeting minutes (7/25/2019), \$5,136.98 for roof repair for Las Vegas building; Exh. EB17, Executive Board meeting minutes (8/25/2020), cleaning contract; Exh. EB22, Executive Board meeting minutes (5/26/2021), painting for Las Vegas building; Exh. EB23, Executive Board meeting minutes (6/24/2021), window tinting for Covina CA building; Exh. EB33, Executive Board meeting minutes (6/18/2022), air conditioning for Las Vegas building; Exh. EB35, Executive Board meeting minutes (9/29/2022), security cameras for Las Vegas building; Exh. EB37, Executive Board meeting minutes (1/27/2023), roof repairs for Covina CA building; Exh. EB39, Executive Board meeting minutes 3/15/2023), solar panels and roofing for Covina CA building; Exh. EB44, Executive Board meeting minutes (8/22/2023), roof repairs for Covina CA building; Exh. EB45, Executive Board meeting minutes (10/20/2023), floor repairs for Las Vegas building; Exh. EB46, Executive Board meeting minutes (11/28/2023), carpet for Las Vegas building.

¹⁶ (Exh. EB4, Executive Board meeting minutes (1/23/2019), \$49,257.19 for used 2018 Ford Expedition for BA Clacy Griswold; Exh. EB5, Executive Board meeting minutes (3/20/2019), \$25,991.25 for used 2014 Chevy Silverado for BA Jeff Lee; Exh. EB6, Executive Board meeting minutes (4/16/2019), \$31,744.08 for used 2016 Ford F-150 for BA Art Loza; Exh. EB9, Executive Board meeting minutes

c. It authorizes retainer agreements for legal services.¹⁷

10. Further, the executive board decides and historically has decided which Teamster and non-Teamster events, conferences, seminars, and dinners to support. For example:

a. It authorizes travel, lodging, and meals expenses to attend union conferences requiring an overnight stay;¹⁸ and

(7/25/2019), \$39,088.84 for used 2019 Ford Explorer for BA Hector Delgado; Exh. EB20, Executive Board meeting minutes (12/17/2020), \$40,715.40 for used 2019 F-150 for BA Art Loza; Exh. EB24, Executive Board meeting minutes (7/31/2021), \$39,412.34 for used 2020 Ford Explorer for BA Tom Lauer; Exh. EB27, Executive Board meeting minutes (10/29/2021), \$50,408.92 for used 2019 Silverado for BA Jeff Lee, and \$47,578.34 for used 2019 Ford Edge for BA Roman Delgado; Exh. EB29, Executive Board meeting minutes (2/25/2022), \$42,938.82 for used 2022 Ford Explorer for BA Cliff Reynolds; Exh. EB30, Executive Board meeting minutes (3/14/2022), \$47,676.34 for used 2021 Ford Explorer for Mike Fridley; Exh. EB34, Executive Board meeting minutes (8/30/2022), \$92,831.00 for new 2022 Lincoln Navigator for Secretary-Treasurer Chris GRISWOLD; Exh. EB35, Executive Board meeting minutes (9/29/2022), \$50,475.17 for used 2019 F-150 for BA Caesar Borjas; Exh. EB36, Executive Board meeting minutes (11/17/2022), \$44,095.41 for used 2022 Explorer for BA Mark DesAngles; Exh. EB42, Executive Board meeting minutes (6/17/2023), \$48,560.05 for used 2020 F-150 for Dave Saucedo; Exh. EB43, Executive Board meeting minutes (7/31/2023), \$45,948.57 for used 2020 F-150 for BA Kevin Harren, and \$49,715.34 for used 2020 Explorer for BA Cliff Batham; Exh. EB50, Executive Board meeting minutes (7/24/2024), \$68,618.09 for used 2023 F-150 for BA Art Loza; Exh. EB54, Executive Board meeting minutes (1/24/2025), \$76,354.97 for used 2022 Cadillac Escalade for President Sean HARREN.

¹⁷ Exh. EB11, Executive Board meeting minutes (9/24/2019), retainer agreement; Exh. EB19, Executive Board meeting minutes (11/24/2020), same.

¹⁸ Exh. EB5, Executive Board meeting minutes (3/20/2019), authorizing persons to attend at union expense Teamsters Unity Conf. to be held May 6-9, 2019 in Las Vegas NV; Exh. EB7, Executive Board meeting minutes (5/15/2019), authorizing persons to attend at union expense Teamsters Women's Conf. to be held September 15-17, 2019 in Canada; Exh. EB8, Executive Board meeting minutes (6/19/2019), authorizing persons to attend at union expense Joint Council 42 delegates meeting to be held August 8-10, 2019 in San Diego CA; Exh. EB10, Executive Board meeting minutes (8/21/2019), authorizing \$500 donation to labor solidarity parade; Exh. EB21, Executive Board meeting minutes (4/30/2021), authorizing persons to attend at union expense group meeting for 2021 IBT convention to be held June 21-25, 2021 in Las Vegas NV, authorizing persons to attend at union expense Teamsters Women's Conf. to be held September 12-15, 2021 in Las Vegas NV, authorizing persons to attend at union expense Joint Council 42 delegates meeting to be held September 16-18, 2021, in Las Vegas NV, authorizing persons to attend at union expense United Airlines stewards training to be held September 24-26, 2021 in Lake Tahoe, NV, and authorizing persons to attend at union expense shop stewards seminar to be held October 3-5, 2021 in Las Vegas NV; Exh. EB28, Executive Board meeting minutes (11/29/2021), authorizing persons to attend at union expense Joint Council 42 holiday meeting to be held December 9-12, 2021 in Palm Springs CA; Exh. EB33, Executive Board meeting minutes (6/18/2022), authorizing \$600 program ad purchase for Labor Assistance Professionals conf to be held June 17-21, 2022 in Las Vegas NV, and authorizing persons to attend at union

b. It authorizes the purchase of tickets to attend dinners, luncheons, and other events sponsored by non-Teamster labor organizations, and the purchase of program ads for such events.¹⁹

expense Teamsters Women's Conf. to be held September 18-22, 2022 in Seattle WA; Exh. EB38, Executive Board meeting minutes (2/17/2023), authorizing persons to attend at union expense Joint Council 42 delegates meeting to be held March 29-April 1, 2023 in Honolulu HI; Exh. EB40, Executive Board meeting minutes (4/28/2023), authorizing persons to attend at union expense Teamsters Women's Conf. to be held August 17-21, 2023 in Nashville TN, authorizing persons to attend at union expense Joint Council 42 delegates meeting to be held June 15-18, 2023 in Carlsbad CA, and authorizing payment of \$10,374.69 for purchase of golf bays, food, and beverage stations for BA Tom Lauer's retirement at TopGolf, Las Vegas NV; Exh. EB41, Executive Board meeting minutes (5/21/2023), authorizing purchase of Gold sponsorship for and persons to attend at union expense Nevada AFL-CIO convention to be held August 13-15, 2023 in Reno NV, and authorizing two named persons to attend at union expense Teamsters National Black Caucus to be held August 15-20, 2023 in Miami FL; Exh. EB46, Executive Board meeting minutes (11/28/2023), authorizing persons to attend at union expense Joint Council 42 delegates meeting to be held December 7-9, 2023 in Palm Springs CA; Exh. EB49, Executive Board meeting minutes (5/31/2024), authorizing persons to attend at union expense California Labor Federation convention to be held July 16-17, 2024 in San Diego CA, and authorizing persons to attend at union expense Nevada AFL-CIO convention to be held August 25-27, 2024 in Las Vegas NV; Exh. EB52, Executive Board meeting minutes (10/25/2024), authorizing persons (including retired BA Tom Lauer) to attend at union expense Joint Council 42 delegates meeting to be held December 13-15, 2024 in Palm Springs CA; Exh. EB56, Executive Board meeting minutes (3/14/2025), authorizing persons to attend at union expense Teamsters Unity Conf. to be held April 14-16, 2025 in Las Vegas NV; Exh. EB57, Executive Board meeting minutes (4/25/2025), authorizing persons to attend at union expense Teamsters Women's Conf. to be held August 24-28, 2025 in Toronto Canada; Exh. EB58, Executive Board meeting minutes (6/13/2025), authorizing \$5,000 donation and persons to attend at union expense Teamsters National Black Caucus to be held August 13-17, 2025 in Long Beach CA, and authorizing \$5,000 donation and persons to attend at union expense Nevada State AFL-CIO convention to be held August 6-8, 2025 in Reno NV.

¹⁹ See Exh. EB4, Executive Board meeting minutes (1/23/2019), \$500 sponsorship of Nevada State AFL-CIO lobbyist luncheon, and \$5,000 sponsorship of Labor-Community Awards Dinner; Exh. EB6, Executive Board meeting minutes (4/16/2019), \$600 program ad for Labor Assistance Professionals conference; Exh. EB7, Executive Board meeting minutes (5/15/2019), \$1,000 sponsorship for California Cities Association spring seminar; Exh. EB8, Executive Board meeting minutes (6/19/2019), \$1000 program ad for San Mateo Central Labor Council banquet; Exh. EB12, Executive Board meeting minutes (10/22/2019), \$500 program ad for Mike Harren retirement event; Exh. EB13, Executive Board meeting minutes (11/19/2019), \$950 ad in Building Trades News; Exh. EB15, Executive Board meeting minutes (4/18/2020), \$500 donation to San Mateo Central Labor Council event; Exh. EB16, Executive Board meeting minutes (7/28/2020), \$950 ad in Building Trades News; Exh. EB22, Executive Board meeting minutes (5/26/2021), \$1,000 sponsorship of San Mateo Labor Council event; Exh. EB24, Executive Board meeting minutes (7/31/2021), \$950 ad in Building Trades News; Exh. EB27, Executive Board meeting minutes (10/29/2021), \$1,200 program ad for Annual Irish Echo Labor awards; Exh. EB42, Executive Board meeting minutes (6/17/2023), \$2,500 sponsorship for San Mateo COPE banquet.

11. The executive board decides and historically has decided additional ways to expend union funds, including:

- a. It authorizes purchase of Los Angeles Dodgers regular season and post-season tickets²⁰ and door prizes and raffle items as incentives for local union stewards and staff;²¹ and
- b. It authorizes sponsorship twice annually of a softball team managed by Business Agent Jeff Lee in Lee's home community.²²

²⁰ Exh. EB10, Executive Board meeting minutes (8/21/2019), \$55,810 for 8 seats for 2020 Los Angeles Dodgers regular season home schedule; Exh. EB18, Executive Board meeting minutes (9/23/2020), resolution applying credit for 2020 Los Angeles Dodgers regular season home games canceled because of COVID-19 to 2021 regular season purchase; Exh. EB26, Executive Board meeting minutes (9/21/2021), \$18,868 for 8 seats for 2021 Los Angeles Dodgers post- season home schedule; Exh. EB25, Executive Board meeting minutes (8/24/2021), resolution applying credit for 2021 Los Angeles Dodgers regular season home games canceled because of COVID-19 together with payment of \$23,924.40 to purchase of 8 seats for 2022 Los Angeles Dodgers regular season home schedule; Exh. EB35, Executive Board meeting minutes (9/29/2022), \$18,052 for 8 seats for 2022 Los Angeles Dodgers post-season home schedule; Exh. EB34, Executive Board meeting minutes (8/30/2022), \$65,250 for 8 seats for 2023 Los Angeles Dodgers regular season home schedule; Exh. EB44, Executive Board meeting minutes (8/22/2023), \$20,550 for 8 seats for 2023 Los Angeles Dodgers post-season home schedule and \$67,442 for 8 seats for 2024 Los Angeles Dodgers regular season and post-season home schedule; Exh. EB51, Executive Board meeting minutes (8/23/2024), \$80,943 (less credit for 2023 post-season unplayed games), for 8 seats for 2024 Los Angeles Dodgers post-season home schedule and 2025 regular season home schedule.

²¹ Exh. EB13, Executive Board meeting minutes (11/19/2019), authorization of unspecified amount to purchase "the usual Holiday gifts" for shop stewards meetings; Exh. EB19, Executive Board meeting minutes (11/24/2020), same; Exh. EB28, Executive Board meeting minutes (11/29/2021), same; Exh. EB36, Executive Board meeting minutes (11/17/2022), same; Exh. EB46, Executive Board meeting minutes (11/28/2023), same; Exh. EB53, Executive Board meeting minutes (11/22/2024), same.

²² Exh. EB7, Executive Board meeting minutes (5/15/2019), \$500 sponsorship, City of Lompoc men's slow pitch league; Exh. EB11, Executive Board meeting minutes (9/24/2019), \$500 sponsorship, same; Exh. EB23, Executive Board meeting minutes (6/24/2021), \$525 sponsorship, same; Exh. EB26, Executive Board meeting minutes (9/29/2021), \$525 sponsorship, same; Exh. EB29, Executive Board meeting minutes (2/25/2022), \$500 sponsorship, same; Exh. EB32, Executive Board meeting minutes (5/19/2022), \$525 sponsorship, same; Exh. EB35, Executive Board meeting minutes (9/29/2022), \$525 sponsorship, same; Exh. EB38, Executive Board meeting minutes (2/17/2023), \$525 sponsorship, same; Exh. EB44, Executive Board meeting minutes (8/22/2023), \$525 sponsorship, same; Exh. EB48, Executive Board meeting minutes (2/23/2024), \$525 sponsorship, same; Exh. EB49, Executive Board meeting minutes (5/31/2024), \$525 sponsorship, same; Exh. EB58, Executive Board meeting minutes (6/13/2025), \$525 sponsorship, same.

c. It has also authorized sponsorship of driving competitions.²³

12. The executive board decides and historically has decided compensation for local union officers and staff, including staff raises,²⁴ staff Christmas bonuses,²⁵ increases in pension contributions for staff,²⁶ increases in the monthly stipend for executive board trustees,²⁷ adoption of a short-term disability insurance policy and an increase in paid sick days for staff,²⁸ an increase in the monthly auto allowance for staff who are not assigned a union-owned vehicle,²⁹ a salary

²³ Exh. EB8, Executive Board meeting minutes (6/19/2019), \$500 sponsorship, RTA/SCT Roadeo event; Exh. EB44, Executive Board meeting minutes (8/22/2023), \$500 sponsorship, San Luis Obispo Roadeo.

²⁴ Exh. EB14, Executive Board meeting minutes (12/19/2019), 3% wage increase for staff effective January 2020; Exh. EB30, Executive Board meeting minutes (3/14/2022), up to 3% wage increase for staff effective April 2022; Exh. EB42, Executive Board meeting minutes (6/17/2023), 6% wage increase for staff; Exh. EB55, Executive Board meeting minutes (2/19/2025), 6% wage increase for staff plus adjustments for other staff.

²⁵ Exh. EB13, Executive Board meeting minutes (11/19/2019), 2019 Christmas bonus for staff and executive board; Exh. EB19, Executive Board meeting minutes (11/24/2020), 2020 Christmas bonus for staff and executive board; Exh. EB28, Executive Board meeting minutes (11/20/2021), 2021 Christmas bonus for staff; Exh. EB36, Executive Board meeting minutes (11/17/2022), 2022 Christmas bonus for staff and executive board; Exh. EB46, Executive Board meeting minutes (11/28/2023), 2023 Christmas bonus for staff and executive board; Exh. EB53, Executive Board meeting minutes (11/22/2024), 2024 Christmas bonus for staff and executive board.

²⁶ Exh. EB14, Executive Board meeting minutes (12/19/2019), authorizing \$1/hour increase in pension contribution for staff; Exh. EB30, Executive Board meeting minutes (3/14/2022), authorizing \$1/hour increase to pension contribution for staff; Exh. EB47, Executive Board meeting minutes (12/20/2023), authorizing \$.50/hour increase to pension contribution for staff.

²⁷ Exh. EB31, Executive Board meeting minutes (4/14/2022), authorizing increase in Trustee stipend from \$500 to \$750 per month.

²⁸ Exh. EB51, Executive Board meeting minutes (8/23/2024).

²⁹ Exh. EB39, Executive Board meeting minutes (3/15/2023).

increase for GRISWOLD,³⁰ Christmas bonuses for GRISWOLD,³¹ and a deferred compensation plan solely for GRISWOLD under Internal Revenue Code Section 457(f).³²

C. The bylaws granted and continue to grant the executive board exclusive authority to establish travel allowances and expense allowances. The executive board has established a per diem travel allowance for all officers, employees, and representatives, but it has not established an expense allowance for anyone, including the secretary-treasurer and the president.

13. Section 14 of local union bylaws, titled “Powers and Duties of Local Union Executive Board,” grants the executive board exclusive authority to adopt “[p]olicies establishing benefits, including … travel and car allowances for officers and employees[, which] shall be written and compiled in a Policies and Procedures Manual maintained and updated by the Executive Board.”³³

³⁰ Exh. EB14, Executive Board meeting minutes (12/19/2019), 3% wage increase for staff effective January 2020. *See also*, Exh. RD3, Bylaws of Local Union 986, Section 14(A)(2): “The Executive Board, in addition to such other general powers conferred by these Bylaws, is hereby empowered to: … (2) Provide the salary of the Secretary-Treasurer.”

³¹ Exh. EB13, Executive Board meeting minutes (11/19/2019), 2019 Christmas bonus for GRISWOLD; Exh. EB19, Executive Board meeting minutes (11/24/2020), 2020 Christmas bonus for GRISWOLD; Exh. EB28, Executive Board meeting minutes (11/20/2021), 2021 Christmas bonus for GRISWOLD; Exh. EB42, Executive Board meeting minutes (6/17/2023), 6% wage increase for GRISWOLD; and Exh. EB53, Executive Board meeting minutes (11/22/2024), 2024 Christmas bonus for GRISWOLD.

³² Exh. EB35, Executive Board meeting minutes (9/29/2022), resolution “to approve the 457(f) Nonqualified Deferred Compensation Plan for Chris Griswold to be in accordance with the salary cap under Article V Section I of the International Constitution. The amount of the initial contribution of \$55,289.27 and all future increases will be in accordance with that provision.” The effect of this resolution was to avoid the impact of the IBT constitution, which bars any subordinate officer of the IBT from receiving Teamster-related salaries that exceed the salary of the IBT General President. The resolution placed into a deferred compensation plan the amount of GRISWOLD’s salary from Local Union 986 that would exceed the General President’s salary, so that GRISWOLD would receive the salary, with investment returns on it, at a later date.

³³ Exh. RD3, Bylaws of Local Union 986, Section 14(A)(3). The full text reads: “The Executive Board, in addition to such other general powers conferred by these Bylaws, is hereby empowered to: … (3) [Adopt] Policies establishing benefits, including, but not limited to, sick leave, vacation, travel and car allowances for officers and employees[, which] shall be written and compiled in a Policies and Procedures Manual maintained and updated by the Executive Board.”

14. Section 16 of the bylaws, titled “Expenses and Automobiles,” grants the executive board authority to adopt policies providing expense allowances for “in-town and out-of-town work,” requiring that “[a]ll policies adopted by the Executive Board shall be written and included in the Policies and Procedures Manual referenced in Section 14(A)(3) of these Bylaws.”³⁴ Per the language of the bylaw provision, this expense allowance is intended to be a standing, periodic amount to reimburse the recipient for sundry expenses in “varying amounts … which amounts are sometimes less, but more often more than the allowances given.” Because of these varying amounts, “there shall be no need to make a daily or other accounting to the Local Union membership for such allowance.” This provision also states that the secretary-treasurer is empowered to identify the “officers and representatives [who] may be granted an allowance” and issue them in advance does not diminish or detract from the executive board’s exclusive authority under Section 14 to disburse local union funds or to establish expense or travel allowances.

15. Acting on its authority to establish travel allowances for local union officers and employees under Section 14 of the bylaws, the executive board sets and has set the per diem to be paid to union representatives who travel for union business involving an overnight stay. Thus, in August 2015, the executive board unanimously “authorize[d] an increase in the per diem from \$75 per day to \$100 per day for out of town travel.”³⁵ It raised the per diem to \$125 in August 2021.³⁶ In April 2025, the board “approved the increase of the daily per diem amount for Local 986 staff and committee members from \$125 to \$150 per day.”³⁷ Attached to each of these minutes was a policy

³⁴ Exh. RD3, Bylaws of Local Union 986, Section 16(A).

³⁵ Exh. EB2, Executive Board meeting minutes (8/24/2015).

³⁶ Exh. EB25, Executive Board meeting minutes (8/24/2021).

³⁷ Exh. EB57, Executive Board meeting minutes (4/25/2025).

stating that the local union would “begin the process of providing a Per Diem check to all Local 986 members on the Negotiating Committee and/or other committees” on the first day of the month following the executive board meeting. Each policy statement declared that “Local 986 Representatives will not be permitted to pay for meals or drinks on the issued credit card for any member who receives a Per Diem check.”³⁸ The current statement of this policy is included in the local union’s policies and procedures manual, as required by sections 14(A)(3) and 16(A) of the bylaws.

16. According to Eileen Rivera, who sits on the executive board as recording secretary and serves as executive office manager and bookkeeper, the executive board established per diem to cover meals on union trips involving an overnight stay.³⁹ HARREN confirmed that the per diem is for meals on union travel that includes an overnight stay and is applicable to meetings, conventions, and functions;⁴⁰ transportation and lodging expenses are not covered by the per diem.⁴¹ GRISWOLD also confirmed that per diem is for meals but not other travel expenses.⁴²

17. Under its general authority to spend union funds in conjunction with travel for union events, the executive board on June 26, 2016 authorized GRISWOLD and HARREN “to purchase

³⁸ Exh. EB2, Executive Board meeting minutes (8/24/2015); Exh. EB25, Executive Board meeting minutes (8/24/2021); and Exh. EB57, Executive Board meeting minutes (4/25/2025).

³⁹ Exh. SE1, Sworn examination of Eileen Rivera, p. 53. Per diem is for meals associated with an overnight stay.

⁴⁰ Exh. SE2, Sworn examination of SEAN HARREN, p. 20. According to HARREN, local union employees attending meetings or “a week-long convention or something … will put in for per diem saying they’re going to be on this trip. Normally, we would say how many would be going that we need to attend the meeting or the function and they would be put on per diem.” *Id.*

⁴¹ Exh. SE1, Sworn examination of Eileen Rivera, p. 53.

⁴² Exh. SE3, Sworn examination of CHRIS GRISWOLD, p. 31-32.

lunch and dinner for the retirees and guests of Local 986 at the IBT International Convention”⁴³ held that week in Las Vegas NV. Review of more than 20 years of executive board minutes found no other instance in which the executive board authorized payment of the meal expense of non-members or retirees.

18. Although the executive board has authority under Section 16 of the bylaws to establish an expense allowance for its officers or employees, the local union has not done so. No such policy is included in the Policies and Procedures Manual of Local Union 986. Thorough review of local union records spanning more than 20 years shows that, with the exception of the policy authorizing payment of per diem for meals when traveling on union business that requires an overnight stay, the local union has not authorized or paid expense allowances on a periodic basis (daily, weekly, or monthly) and in set amounts.

D. GRISWOLD and HARREN had fiduciary duties to the local union to exercise internal accounting controls over local union finances.

19. Local Union 986 bylaws authorize the secretary-treasurer and president, acting together, to pay out local union funds on expenditures that are properly authorized. During the period they held these offices, GRISWOLD and HARREN, above all others, had the fiduciary duty to abide by and enforce internal accounting controls to insure that only those expenditures that were properly authorized were paid with local union funds.

20. Article XXIII, Section 4 of the IBT constitution requires that “Local Union Secretary-Treasurers shall maintain a bookkeeping system as prescribed by the General Secretary-Treasurer and approved by the General Executive Board”⁴⁴ That bookkeeping system is established in the Manual for Secretary-Treasurers, which dictates that local unions must “operate within an

⁴³ Exh. EB3, Executive Board meeting minutes (6/16/2016).

⁴⁴ Exh. RD2, IBT constitution, Article XXIII, Section 4.

environment where a system of internal accounting controls exist,” requiring “at all times strict compliance with those internal accounting controls.”⁴⁵

21. As dictated by the Manual for Secretary Treasurers, “[p]roper documentation of business related expenses is required,” which includes “[o]riginal receipts … for all credit card charges,” and recitation of “the ‘five W’s’ (who, what, where, why and when).”⁴⁶ Thus, for a meal expense, the receipt must detail **W**hat the expense was (including with particularity what was ordered at the restaurant); **W**here and **W**hen the meal was taken; **W**ho dined; and **W**hy the expense constituted union business. With respect to the fifth **W**, United Stated Department of Labor compliance guidance dictates that “[f]or group meal expenses, union records must include … a written explanation of the specific union business conducted (it is insufficient to simply record ‘union business’ – you must be more specific than that).”⁴⁷ Under the IBT’s Manual for Secretary-Treasurers, the local union was not permitted to pay for or reimburse a credit card charge for a meal expense where the detailed receipt containing this information either was missing or lost or failed to document each of the five W’s. The user who incurred the expense that did not comply with the five W’s was personally responsible for paying the expense; it is not the local union’s responsibility or debt.

22. Under the approved accounting system, submission of hotel folios will serve to document room and occupancy tax charges of a hotel stay. However, restaurant, bar, and room service expenses charged to hotel rooms must be accompanied by original receipts that document the five

⁴⁵Exh. RD4, Manual for Secretary Treasurers (2012 edition). This manual was succeeded by the January 2025 edition, which took effect after most of the events described in this Charge Report. Accordingly, reference is made to the 2012 version.

⁴⁶ *Id.*, Section 7.38 (Travel and Business Related Expenses), p. 173.

⁴⁷ Exh. RD11, USDOL OMLS Compliance Tip – Union Credit Card Policy (April 2010, rev. September 2019).

W's because the hotel folio does not specify with particularity what was ordered, who dined, and why the expense constituted union business. If such receipts are not included, those expenses are not to be reimbursed by the local union and instead are to be treated as personal non-reimbursable expenses.

23. "Proper authorization" for out-of-town meals requires that the out-of-town travel itself as well as the meals associated with that travel be authorized by the local union executive board. As noted in paragraph 13, above, the executive board has bylaws authority to establish policies with respect to travel, which it has done through the per diem policy. Also, as demonstrated by paragraph 10, the local union has routinely exercised its exclusive authority on spending local union funds by deciding to which out-of-town conventions, conferences, meetings, and trainings, among other events, it will send representatives. Given the bylaws' grant of authority to the executive board together with its routine exercise of that authority, all union travel requiring an overnight stay must be authorized by the executive board. Further, all such travel is subject to the per diem policy limiting the local union's financial responsibility for meals to the per diem amount set by that policy. Expenditures charged to the union credit card for such meals that exceed the card user's per diem limit for that day are the user's responsibility, in the same way that a per diem recipient's expenditures above the per diem amount he/she has received are personal responsibility.

24. The IBT's Manual for Secretary Treasurers requires that "[o]riginal receipts must be submitted for all credit card charges."⁴⁸ Recording secretary/bookkeeper Rivera testified that

⁴⁸ Exh. RD4, Manual for Secretary Treasurers (2012 edition), Section 2, Disbursing Funds, p. 73. The manual explains the rationale for this policy as follows: "Copies of credit card charges provided by the credit card provider returned with the monthly billing statement are not sufficient because they do not provide the evidence of why a charge was incurred, all attendees for whom the charge was incurred, or the details of the charge(s). For example, hotel charges are not detailed by the credit card statement, hotel

credit card users were responsible for turning in charge card receipts (“If they don’t have the receipt, I let Sean [HARREN] and Chris [GRISWOLD] know and then it’s up to their approval if it’s allowed.”⁴⁹ Aside from Rivera’s testimony, further proof of the mandatory requirement for receipts was provided by Roman Delgado, a business agent for Local Union 986, who acknowledged that he was required to turn in an itemized receipt, that the charge slip alone was not enough.⁵⁰

25. GRISWOLD and HARREN also had the fiduciary duty to sign all checks and authorizations for disbursements drawn on local union funds. The IBT constitution requires that, “[w]hen disbursements of subordinate bodies are made by check, the check shall bear the signature of at least two (2) elected officers in the manner provided by the Bylaws of the subordinate body.”⁵¹ The Manual for Secretary-Treasurers affirms this constitutional requirement⁵² and extends it to disbursements processed electronically.⁵³ Local Union 986 bylaws impose on the

charges are not detailed by the credit card statement, therefore detailed hotel folios with explanations of all room charges must be submitted. *Id.*, Section 7.38, Travel and Business Related Expenses, Supporting Documentation, p. 173.

⁴⁹ Exh. SE1, Sworn examination of Eileen Rivera, p. 41.

⁵⁰ Exh. SE4, Sworn examination of Roman Delgado, pp. 40-41.

⁵¹ Exh. RD2, IBT constitution, Article X, Section 9. *See also*, Article XXIII, Section 3 (“When Local Union Secretary-Treasurers pay bills by check, such checks must bear the signature of any two (2) of the following: The Local Union President, the Local Union Secretary-Treasurer, or one (1) other officer or elected Business Agent.”)

⁵² Exh. RD4, Manual for Secretary-Treasurers (2012 edition), Section 2 (Disbursing Funds), p. 74. *See also*, Section 7.2 (Affiliate Expenditures) (“[A]ll disbursements of Affiliate funds must be by check that must have affixed the signature of two Affiliate officers or elected Business Agents as required by Article X, Section 9 and Article XXIII, Section 3 of the International Constitution or following those procedures contained in Section 7.14 they may be processed electronically.”)

⁵³ *Id.*, p. 74 (“Disbursements may also be processed electronically, but such disbursements are subject to the same authorizations and controls applicable to a disbursement by check.”)

secretary-treasurer the duty to sign “all checks on bank accounts”⁵⁴ and, “in conjunction with the President … to disburse or order the disbursement of all monies necessary to pay the bills, obligations and indebtedness of the Local Union, which have been properly incurred as provided here.”⁵⁵

26. Local Union 986 had two authorized check signers, GRISWOLD and HARREN.⁵⁶ It was their fiduciary duty to insure that all disbursements were “properly incurred” as provided by the bylaws. As noted above, such disbursements had to be authorized;⁵⁷ further, they had to be both reasonable⁵⁸ and for a legitimate union purpose.⁵⁹

II. GRISWOLD’S AND HARREN’S ACTS AND OMISSIONS THAT VIOLATED THEIR DUTIES AND OBLIGATIONS TO LOCAL UNION 986.

E. GRISWOLD and HARREN breached their fiduciary duty to the local union by improperly exempting themselves from the local union per diem policy.

27. As noted, Local Union 986 bylaws grant the secretary-treasurer, “in conjunction with the President … the authority to disburse or order the disbursement of all monies necessary to pay the bills, obligations and indebtedness of the Local Union, which have been properly incurred as provided herein. He shall have the authority to pay … salaries and expenses of officers and

⁵⁴ Exh. RD3, Bylaws of Local Union 986, Section 10 (Duties of the Secretary-Treasurer), subsection H.

⁵⁵ *Id.*, subsection I.

⁵⁶ Exh. SE3, Sworn examination of Chris GRISWOLD, p. 16.

⁵⁷ Exh. RD5, *Morrissey v. Curran*, 650 F.2d 1267, 1273 (2d Cir. 1981).

⁵⁸ Exh. SE3, Sworn examination of Chris GRISWOLD, p. 31 (“[I]f we think someone is going out and spending an unreasonable amount of money, then they’ll be talked and followed up with.”)

⁵⁹ Exh. SE2, Sworn examination of Sean HARREN, p. 24 (“[E]xpenditures have to be reasonable.” They also have “to have a union purpose.”).

employees.”⁶⁰ This language empowers the secretary-treasurer to disburse only those funds that the executive board has authorized; it does not empower the secretary-treasurer to spend union funds at his own discretion.

28. Under local union bylaws, GRISWOLD and HARREN both were ex-officio members of all local union committees appointed by the principal officer.⁶¹ In their capacities as union officers and committee members, GRISWOLD and HARREN routinely traveled at union expense for a variety of purposes, including negotiations and collective bargaining, sitting on or presenting to grievance panels, and attending joint council meetings, conferences, trainings, and conventions, among others. In many instances, business agents and sometimes stewards traveled for the same purposes.

29. The language of the successive resolutions that set per diem for overnight travel, adopted as the policy of the local union, demonstrated the executive board’s intention to curb travel expenses by setting a daily figure for meal expenses that was objectively reasonable. The language had no exemption permitting executive officers to ignore the policy statement or granting them discretion to decide whether to follow the policy with respect to their own travel or that of others. Nonetheless, GRISWOLD was never placed on per diem, despite his extensive travel, and HARREN was placed on per diem only once during the six-year period the IIO investigation examined. Instead of per diem, GRISWOLD and HARREN charged their meals to the local union

⁶⁰ Exh. RD3, Bylaws of Local Union 986, Section 10(I).

⁶¹ Exh. RD3, Section 7(H) (principal officer shall “have the right to serve on all committees by virtue of his office”); Section 10(Q) (Same with respect to secretary-treasurer); Section 8(A) (Same with respect to president). *See also*, Exh. SE2, Sworn examination of SEAN HARREN, p. 10 (Q. You preside at membership meetings and you serve on all committees by virtue of office. Right? A. Correct.”).

credit card without regard to the per diem limit the executive board had adopted for all persons traveling on union business that required an overnight stay.

30. According to recording secretary/bookkeeper Rivera, officers (other than GRISWOLD and HARREN), business agents, and employees of the local union received per diem as a general rule.⁶² In addition, members who traveled for union business who were employed by employers under the local union's jurisdiction, such as stewards, received per diem when traveling.⁶³ However, despite the all-inclusive language of the executive board's resolution that limited the local union's liability for out-of-town meals to the per diem amount the resolution set, GRISWOLD never was placed on per diem,⁶⁴ and HARREN only once.

31. GRISWOLD admitted that he and HARREN did not apply per diem across the board for those who traveled on union business that included an overnight stay. He asserted that that he had discretion under the policy to apply it to some representatives while exempting others,⁶⁵ despite the absence of any language in the policy granting him such discretion. It is well settled that

⁶² Exh. SE1, Sworn examination of Eileen Rivera, p. 55.

⁶³ Exh. SE1, Sworn examination of Eileen Rivera, p. 56. According to Rivera, HARREN told her before each trip the individuals traveling on union business who would receive per diem. *Id.*, p. 54. Further according to Rivera, GRISWOLD and HARREN made these decisions. Exh. SE1, Sworn examination of Eileen Rivera, p. 60: "Q It's just Sean Harren's decision [to pay per diem]? A I don't know if he meets with Chris [GRISWOLD], but it's their decision to let me know who will receive a per diem or for what trip."

⁶⁴ Exh. SE1, Sworn examination of Eileen Rivera, p. 58.

⁶⁵ Exh. SE3, Sworn examination of Chris GRISWOLD, pp. 32-33: Whether a union representative is placed on per diem for a given out-of-town trip "depends on a lot of factors. It depends on the trip geographically where you're going. It depends on the event, what type of conference, meetings, negotiations. It depends on how many people are going. If I'm sending just a few people, generally I won't put them on per diem, but when you have a large group and it's hard to manage, I'll put them on per diem." His rationale for exempting small groups of travelers from per diem was this: "Because generally when it's a small like two or three people, just a small group, we'll all go out to dinner together and when you're on per diem you don't want to get into that problem of double-dipping and that sort of thing, so it's easier to manage that way if you have just a couple guys going on a trip, they're eating together."

“[e]very Union official is obligated to ensure that Union funds are spent solely for the benefit of the Union and its members. This responsibility is enshrined in the law and in the oath every officer takes. Establishing *and adhering to* sound expense reimbursement policies is only one way in which Union officials are required to fulfill this duty.”⁶⁶

32. The decisions GRISWOLD and HARREN made to use the union credit card for their out-of-town meals rather than limit the local union’s expenses by accepting per diem was not authorized by the per diem resolution or any other local union resolution or bylaw and therefore was a breach of their fiduciary duty to pay only the “bills, obligations and indebtedness of the Local Union, which have been properly incurred as provided” under the bylaws.

F. *GRISWOLD and HARREN breached their fiduciary duty to the local union by spending unreasonable amounts of local union funds in excess of the per diem allowance on their own meals and bar bills and on those of members and non-members, by spending or permitting spending of local union funds on purely personal expenses, by spending or permitting spending of local union funds when no legitimate local union purpose existed for such spending, and by fraudulently concealing illegitimate expenses.*

33. Even had GRISWOLD and HARREN been given discretion – which they were not – to exempt themselves from the daily meals and beverage limits set by the local union’s per diem policy, both GRISWOLD and HARREN agreed that the expenses they incurred were required to be reasonable in amount⁶⁷ and had to be expended for a union purpose.⁶⁸ The examples where

⁶⁶ Exh. RD12 – L-669 – IBT decision re: Martucci (4/12/2022), p. 4.

⁶⁷ Exh. SE3, Sworn examination of Chris GRISWOLD, pp. 30-31: “Q Is there any limitation on the amount of money that a user of the local union credit card can charge for a meal? A We don’t have a set policy on that that specifically says it. We review the credit cards and if we think someone is going out and spending an unreasonable amount of money, then they’ll be talked and followed up with.” *See also*, Exh. SE2, Sworn examination of Sean Harren, pp. 21-22: “Q Now, when [union representatives are] not put on per diem and they’re told to use the local union credit card, what’s the limit on what they’re allowed to spend on the local union credit card? A Reasonable expenses. There’s no limit placed on them. Q Who is it that decides what’s reasonable? A I would say that would probably be either Chris or myself.”

⁶⁸ Exh. SE2, Sworn examination of Sean HARREN, p. 23.

they used the union credit card to spend union funds on meals and beverages in a patently unreasonable amount or for an implausible or spurious “union purpose” are legion and run into hundreds of thousands of dollars of union dues that the local union’s members paid for the purpose of getting and enforcing good contracts and safe work practices, not to fund the high living of the union’s executives and their friends and family.

34. While providing lip-service that meal and beverage expenses had to be “reasonable” and for a “union purpose,” GRISWOLD subscribed to an extravagant and exorbitant definition of “reasonable” that he used to justify his and HARREN’s lavish spending. He testified that “the determination as to what is reasonable is based on the local’s financial situation.”⁶⁹ GRISWOLD explained as follows:

For example, in 2025⁷⁰, Local 986 made 2.2 million dollars. Certainly, if we were losing money, if we were in financial straits, we wouldn’t even be at that restaurant⁷¹ quite frankly, but the bylaws allow us to determine what is reasonable based on the financial condition of the local union.

Q So if I’m hearing you right, if the local is doing well, then it’s okay to spend the money on \$450 dollar bottles of wine?

A Yes.⁷²

⁶⁹ Exh. SE3, Sworn examination of Chris GRISWOLD, p. 40.

⁷⁰ [sic]. GRISWOLD’s sworn examination was conducted May 13, 2025, after 2024 financials had been finalized but before 2025 was concluded. He likely was referring to the local union’s financial performance for calendar year 2024.

⁷¹ Referring to Ferraro’s Italian Restaurant, a high-end Las Vegas establishment that GRISWOLD and HARREN frequented, as will be shown.

⁷² Exh. SE3, Sworn examination of Chris GRISWOLD, p. 40.

Local union expense policy, as embodied in the successive executive board per diem resolutions, contradicts GRISWOLD's claim that any amount spent on meals and beverages for top officials and their dining companions is "reasonable" provided the local union is in the black financially.

35. Examples of GRISWOLD's overspending during the period the IIO investigated include the following:

- a. On May 20, 2021, GRISWOLD used the local union credit card to pay \$722.89 for a dinner at Ferraro's Italian Restaurant in Las Vegas NV.⁷³ GRISWOLD should have been on per diem, by which the local union would have paid him a total of \$100⁷⁴ for his entire meal expense for the day. He therefore overspent local union funds for this day by at least **\$622.89**.
- b. The next day, May 21, 2021, GRISWOLD used the local union credit card to pay \$377.54 for a meal at the Waldorf Astoria in Las Vegas NV.⁷⁵ GRISWOLD should have been on per diem, by which the local union would pay him a total of \$100 for his entire meal expense for the day. He therefore overspent local union funds for this day by at least **\$277.54**.

36. Starting September 11, 2021 and continuing until September 20, GRISWOLD stayed at Caesar's Palace in Las Vegas NV. He should have been on per diem allowance during this stay,

⁷³ Exh. CG1. GRISWOLD did not produce a receipt for this meal. Instead, he submitted a "substitute" receipt on a local union form, which did not reveal the number of diners the restaurant said were present or the menu items (in particular, the number of entrees) they ordered, both of which are key indicators of the nature of the expenditure and whether fraud was committed. As detailed in Section K below, the local union should not have paid for this meal because GRISWOLD did not present the itemized receipt for it; instead, the charge should have been treated in its entirety as GRISWOLD's personal expense. *See* Exh. RD12 – L-669 – IBT decision re: Martucci (4/12/2022).

⁷⁴ The local union raised the per diem from \$100 to \$125 effective September 1, 2021. *See* Exh. EB25, Executive Board meeting minutes (8/24/2021).

⁷⁵ Exh. CG2. As with Exh. CG1, GRISWOLD did not produce a receipt for this meal, using a "substitute" receipt instead on a local union form, which did not reveal the number of diners the restaurant said were present or the menu items (the entrees) they ordered, both of which are key indicators of the nature of the expenditure and whether fraud was committed. By local union accounting standards, the local union should not have paid for this meal because GRISWOLD did not present the itemized receipt for it; instead, the charge should have been treated in its entirety as GRISWOLD's personal expense.

by which the local union would pay him \$125⁷⁶ for his entire meal expense each day. Instead, he used the local union credit card to pay his meals.

- a. Thus, on September 12, 2021, GRISWOLD charged \$69.24 for lunch at Pronto by Giada,⁷⁷ a restaurant at Caesars Palace, to his hotel room, followed by a \$154.09 charge at the Vanderpump Cocktail Garden,⁷⁸ another Caesars venue, followed by charges for dinner and drinks at Ferraro's Italian Restaurant totaling \$2,215.58⁷⁹ thereby exceeding the \$125 per diem by **\$2,313.91** for the day. The Ferraro's dinner receipt showed that six bottles of Barolo v Martini were ordered, a premium red wine from the Voerzio Martini vineyard in Piedmont Italy, at a cost of \$158.00 per bottle (\$888.00 in total for wine). Further, the receipt showed the union purpose for the expense as "Women's Conf" and listed names of 11 attendees, in contrast to the restaurant's report that 12 guests were present, indicating that GRISWOLD underreported the names of the guests present. Of those dining, only GRISWOLD and business agents Tim Vera and Dominic Gennarino, and organizer Matt Lundy were employees of Local Union 986. The rest were officers or employees of the IBT (Chris Rosell) or other local unions (Peter Finn, Mark Davison and Nicole Casey, Local Union 856; Ashley Davison, Local Union 162; Lindsay Dougherty and Amy Gorton, Local Union 399), all of whom attended the Women's Conference on behalf and at the expense of their own organizations. No legitimate union purpose existed for GRISWOLD to have Local Union 986's members pay this unreasonable expense, especially where each attendee was on – or should have been on – a per diem allowance from his/her own organization.

⁷⁶ The local union executive board raised the per diem amount from \$100 to \$125 effective September 1, 2021. Exh. EB25, Executive Board meeting minutes (8/24/2021).

⁷⁷ Exh. CG70, Caesars Palace hotel folio. GRISWOLD did not submit an itemized receipt for this expense, instead relying on the hotel folio to document it. As shown in Section K below, failure to produce an itemized receipt violates local union accounting standards GRISWOLD was required to uphold. Aside from the fact that he should have been on per diem and not using the local union credit card for his meals at all during this stay, the failure to produce an itemized receipt is an independent basis for rendering this expense a personal rather than local union one.

⁷⁸ Exh. CG68, Vanderpump Cocktail Garden charge receipt (9/12/2021). This expense also failed to comply with local union accounting standards because it relied solely on the charge receipt and did not include the itemized list of charges GRISWOLD incurred.

⁷⁹ Exh. CG71, Ferraro's Italian Restaurant. Two receipts total \$2,215.58.

- b. The next day, September 13, 2021, GRISWOLD charged \$81.77 at the Gordon Ramsay Pub and Grill and \$74.66 at the Beijing Noodle #9 to his hotel room,⁸⁰ thereby exceeding the \$125 per diem by **\$31.43** for the day.
- c. On September 14, 2021, GRISWOLD charged \$56.40 at Pronto by Giada to his hotel room, a second charge to the union credit card of \$168.72 at Tableau, a breakfast/brunch venue at the Wynn Las Vegas, and a third charge to the card of \$1,871.88 at Edo Gastro Tapas and Wine,⁸¹ thereby exceeding the \$125 per diem by **\$1,972.00** for the day. No itemized receipts or charge slips were submitted for these expenses, and payment of them violated local union accounting standards.
- d. On September 15, 2021, GRISWOLD charged \$63.09 at Gordon Ramsey Pub & Grill to his room, plus mini bar charges of \$67.19,⁸² plus \$1,095.56 at Joe's Seafood, Prime Steak, and Stone Crab.⁸³ The Joe's Seafood receipt showed four orders of the restaurant's "Whale" appetizer, consisting of king crab, lobster, jumbo shrimp cocktail, and oysters on the half shell at the market price of \$44.95 per person, \$179.80 total, and three bottles of Ghost red wine at \$150.00 each, \$450.00 total. The union purpose listed was "Drive/Org," a generic and non-specific description similar to "union business, which OLMS Compliance Tip dictates ad inadequate. The attendees were GRISWOLD and business agent Tim Vera from Local Union 986 and Kevin Currie and John Cuite from the IBT. Currie and Cuite attended the Women's Conference at the IBT's expense; no legitimate union purpose existed for GRISWOLD to have Local Union 986's members pay this unreasonably extravagant expense, especially where each attendee was on – or should have been on – a per diem allowance from his own organization. GRISWOLD's meal and beverage purchases this day exceeded the \$125 per diem by **\$1,100.84**.

⁸⁰ Exh. CG70, Caesars Palace hotel folio. As with the previous day's room charges, GRISWOLD did not submit itemized receipts for these expenses, and the local union should have refused to pay these expenses on this basis as well.

⁸¹ Exh. AX7, Edo Gastro Tapas and Wine, as shown on the GRISWOLD portion of the local union's American Express bill for the period ending 9/19/2021. GRISWOLD did not submit a receipt for this expenditure, which serves as an independent basis for the local union to treat this expenditure as a personal expense to GRISWOLD.

⁸² Exh. CG70, Caesars Palace hotel folio. As with the other room charges for food and beverage, GRISWOLD did not submit an itemized receipt for the Gordon Ramsey expense. The mini bar charges show September 16, the date they were the products GRISWOLD consumed from the bar were replenished by housekeeping staff.

⁸³ Exh. CG53, Joe's Seafood, Prime Steak, and Stone Crab (9/15/2021).

- e. On September 16, 2021, GRISWOLD charged \$114.18 at Pronto by Giada to his room,⁸⁴ incurred a mini bar charge of \$21.68, and charged \$4,240.75 for meal and beverage at Ferraro's Italian Restaurant, stated purpose: "JC42/986 Charity."⁸⁵ The Ferraro's receipt showed 20 guests, 20 entrees, but only 11 handwritten names; as such, GRISWOLD fraudulently concealed use of the union credit card to pay the meal and beverage expense of 9 unnamed and unacknowledged individuals. Only one listed name, GRISWOLD, was a member of Local Union 986. The Ferraro's receipt also showed two bottles of Upper Range Brion cabernet at \$522.00 per bottle, \$1,044.00 total, plus a bottle of Brunello CDV, a Tuscan red wine priced at \$621.00. The wine cost for these three bottles totaled \$1,665.00. More than three months after this expenditure, GRISWOLD reimbursed the local union the sum of \$2,200.00 for this meal, with no explanation as to how he calculated this reimbursement.⁸⁶ Even with the reimbursement, GRISWOLD's meal and beverage expenses for September 16, 2021 were objectively unreasonably and exceeded the local union per diem by the sum of **\$2,051.61**.
- f. On September 17, 2021, GRISWOLD charged \$1,000.00 to the local union credit card for meal and beverage expense at Lotus of Siam in Las Vegas.⁸⁷ The restaurant receipt was for \$1,897.38⁸⁸ and showed that 11 guests dined and five bottles of Le Rival Lussac Saint-Emilion, 2012 vintage, a French Merlot-Cabernet blend, at \$140.00 per bottle (\$700.00 total for the wine) were ordered. GRISWOLD listed only seven names on the receipt. Three (himself, business agent Tim Vera, and organizer Matt Lundy) were employees of Local Union 986; Kevin Currie and John Cuite were employed by the IBT; one of two remaining named individuals, Blake Longo, was an insurance vendor for Teamster clients; the other, Griffin Longo, was Blake's son. The 4 remaining guests the restaurant said were present were unnamed and unaccounted for. The union purpose listed was "JC 42 Delegates," which stated the occasion but not the purpose. The Lotus of Siam expenditure was clearly excessive and unreasonable and served no legitimate union purpose. GRISWOLD's meal and beverage expense for this date exceeded the local union per diem by **\$875.00**.
- g. On September 18, 2021, GRISWOLD charged two expenditures at Beijing Noodle #9 to his room, \$54.54 and \$82.76.⁸⁹ GRISWOLD did not submit itemized receipts

⁸⁴ Exh. CG70, Caesars Palace hotel folio. GRISWOLD did not submit an itemized receipt for this charge.

⁸⁵ Exh. CG74, Ferraro's Italian Restaurant (9/16/2021).

⁸⁶ Exh. CG75, GRISWOLD reimbursement (12/27/2021).

⁸⁷ Exh. CG69, Lotus of Siam (9/17/2021).

⁸⁸ The IIO investigation was unable to determine how the \$897.38 balance of the restaurant charges was paid.

⁸⁹ Exh. CG70, Caesars Palace hotel folio. GRISWOLD did not submit itemized receipts for these charges.

for the charges. The total of these charges, \$137.30, exceeded the local union per diem by **\$12.30**.

- h. In total for these seven days in September 2021, GRISWOLD's meal and beverage expenditures on the local union credit card exceeded the per diem he should have received by the sum of \$8,357.09. Of course, GRISWOLD was free to dine where he pleased, order all the fine wine he wished, and entertain the guests he chose to invite. Common sense – and the law – dictate, however, that such extravagance be at his personal expense, not at the expense of his members who pay their dues in order to gain good wages and safe work practices.

37. While GRISWOLD was in Las Vegas dining, drinking, and entertaining on the union credit card, HARREN was as well. HARREN arrived on September 12, 2021 and stayed until September 19, lodging at Caesars Palace, the same hotel GRISWOLD used. Unlike GRISWOLD, however, HARREN apparently lost his hotel folio receipt, submitting instead a “missing receipt form” showing folio expenses of \$1,315.97 for the week.⁹⁰ The “missing” form does not detail charges to the folio, including dining and room service charges that may have been made to the room. Payment by the local union of the expenses listed on the unseen folio violated local union accounting standards. The dining expenses HARREN separately charged to the local union credit card, for which he submitted receipts, included the following:

- a. On September 14, 2021, HARREN charged \$100.85 at the Chayo Mexican Kitchen and Tequila Bar for breakfast for himself and his wife, Anna Harren.⁹¹ Anna Macias Harren married HARREN in 2019.⁹² Anna Harren is not a Teamster.⁹³ She was employed by Liberty Dental Plan, a benefits vendor on various Teamster contracts. Liberty Dental Plan also is an interested employer in that hundreds of its employees are members of Local Union 986. No reasonable circumstances justify having the local union pay the incidental meal expenses of HARREN's wife, an employer representative. Rather, those expenses should be paid by Liberty Dental, if they are

⁹⁰ Exh. SH88, Caesars Palace hotel folio.

⁹¹ Exh. SH153, Chayo Mexican Kitchen and Tequila Bar (9/14/2021).

⁹² Exh. SE5, Sworn examination of Amanda Macias, p. 9. *See also*, SE2, Sworn examination of Sean Harren, p. 132.

⁹³ Exh. SE2, Sworn examination of Sean Harren, p. 26

legitimate business expenses, or by HARREN or his wife Anna, if they are personal. Despite this fact, later that evening, HARREN, his wife Anna, business agent Tom Lauer and his non-Teamster wife Fanny,⁹⁴ had a double date at Morton's The Steakhouse, at local union expense of \$537.54, which included one ribeye with truffle butter (\$69.50) and three 8-ounce filet mignon (\$51.50 each), plus four cocktails (Tito's vodka and Fever Tree Tonic, at \$14.50 each).⁹⁵ No legitimate union purpose was served by this expenditure, and the amount of the expenditure was manifestly unreasonable. HARREN should have been on per diem for the day, and his total meals and beverage expenditures exceeded the \$125 per diem by **\$513.39**.

b. The next day, September 15, 2021, HARREN hosted a second double date with his wife Anna, Tom and Fanny Lauer, and Anna's co-worker at Liberty Dental, non-Teamster Alma Aguilar,⁹⁶ this one at Joe's Seafood, Prime Steak and Stone Crab⁹⁷ for total expense of \$568.35, split between a pre-meal bar bill of \$167.64 and meal of \$400.71.⁹⁸ The receipt for the bar transaction did not include the itemized bill, and payment of it by the local union violated the union's accounting standards. Further, the stated purposes for the transactions ("staff/mem JC42 Meetings 986 Charity Tournament" for the bar bill and "JC42 Meetings Charity Tournament") show that at least part of the justification for the expense was attributed to the Local 986 charity. A non-profit entity, Teamsters Local 986 Charity fund Inc., sponsors various fundraising events; it is a separate legal entity from the local union, maintaining its own bank account and filing its own tax returns. No legitimate union purpose was served by this expenditure, a fact HARREN acknowledged by listing the charity as the responsible party for the dinner. HARREN should have been on per diem for the day, and his total meals and beverage expenditures exceeded the \$125 per diem by **\$443.34**.

c. On September 16, 2021, HARREN hosted what essentially was a family meal funded by Local Union 986 dues payers at Ferraro's Italian Restaurant. The total expense was \$1,746.30.⁹⁹ Attending, in addition to HARREN and his wife Anna, were Anna's adult children, Amanda Macias, Marissa Macias, and Michael Macias; the boyfriend (eventual husband) of Amanda Macias, Corey Virgilio; Anna's co-worker Alma Aguilar; Tom and Fanny Lauer; and Freddy Rivas. Only HARREN, Tom Lauer,

⁹⁴ Exh. SE2, Sworn examination of Sean Harren, p. 45. Fanny Lauer was never a member of Local Union 986.

⁹⁵ Exh. SH152, Morton's The Steakhouse receipt (9/14/2021).

⁹⁶ Exh. SE5, Sworn examination of Amanda Macias, p. 69.

⁹⁷ GRISWOLD had hosted his own extravagant meal there the previous night.

⁹⁸ Exh. SH154, Joe's Seafood, Prime Steak and Stone Crab (9/15/2021).

⁹⁹ Exh. SH7, Ferraro's Italian Restaurant (9/16/2021). The bill before tax was \$1,239.50; with tax added it totaled \$1,343.31. A 30% tip of \$402.99 brought the total expenditure to \$1,746.30.

and Amanda Macias were members or employees of Local Union 986. Marissa¹⁰⁰ and Michael Macias,¹⁰¹ Anna's adult children, and Virgilio¹⁰² were not Teamsters or have anything to do with the Teamsters. In addition to entrees and appetizers, the receipt showed 9 cocktails, 2 glasses of wine (1 rose, 1 pinot grigio), 2 pours of Il Tramonto Limoncello dessert wine, 4 pours of Grappa brandy, and 2 bottles of Tassi Brunello di Montalcino Italian Tuscan red wine (\$195.00 per bottle; \$390.00 total). The total spent on liquor and wine was \$622.00, more than half the bill before tax and tip were added. The stated union purpose was "986 Charity Golf Tournament volunteers providers." The Local 986 charity is a separate legal entity that should cover its own legitimate expenses. HARREN did not charge the non-profit charity for this dinner; instead, he had dues-paying members of Local Union 986 pay for it. Regardless, HARREN should have been on per diem for the day, and his total meals and beverage expenditures exceeded the \$125 per diem by **\$1,621.30**.

d. The local union American Express card HARREN used showed two transactions posted September 18, 2021.¹⁰³ The first was to Del Frisco's Double Eagle Steakhouse, Las Vegas,¹⁰⁴ in the amount of \$562.64. The second was to Gordon Ramsey Pub and Grill,¹⁰⁵ a restaurant within the Caesars Palace hotel where HARREN was lodging, in the amount of \$371.88. No receipts were submitted for these expenditures; under local union accounting standards, the absence of receipts should have caused these expenditures to be treated as personal expenses to HARREN.¹⁰⁶ Regardless, HARREN should have been on per diem for the day, and his total meals and beverage expenditures exceeded the \$125 per diem by **\$809.52**.

e. In total for these seven days in September 2021, HARREN's meal and beverage expenditures on the local union credit card exceeded the per diem he should have received by the sum of \$3,387.55. As was the case with GRISWOLD, HARREN was

¹⁰⁰ Marissa Macias is the sister of Amanda Macias. She is not a Teamster. She is employed as a speech language pathologist. Exh. SE5, Sworn examination of Amanda Macias, pp. 69, 70, 76.

¹⁰¹ Michael Macias is the brother of Amanda Macias. He is not a Teamster. He holds a doctorate in physical therapy. Exh. SE5, Sworn examination of Amanda Macias, pp. 68, 70, 76.

¹⁰² Amanda was married to Virgilio in May 2024, began dating him five years earlier (approximately 2019), and became engaged to him in approximately 2022. He is a surgical tech who works in the operating room at a local VA hospital. Exh. SE5, Sworn examination of Amanda Macias, pp. 74, 80.

¹⁰³ Exh. AX8, American Express statement excerpt for period ending 10/18/2021, p. 10/18.

¹⁰⁴ <https://www.delfriscos.com/location/del-friscos-double-eagle-steakhouse-las-vegas-nv/>

¹⁰⁵ https://www.caesars.com/caesars-palace/restaurants/gordon-ramsay-pub-and-grill?utm_campaign=gmb&utm_source=google&utm_medium=local&utm_term=CLV16&utm_content=restaurant&y_source=1_NDM2Njg3My03MTUtbG9jYXRpb24ud2Vic2l0ZQ%3D%3D

¹⁰⁶ See Section K below, beginning at p. 114.

free to dine where he pleased, order what he wished, and entertain the guests he chose to invite. Common sense and the law dictate, however, that such extravagance be at his personal expense, not at the expense of his members who pay their dues for strong contracts.

38. The September 2021 week in Las Vegas was by no means the only or first instance of overspending for personal and family benefit that the IIO's investigation found. Local union records are replete with examples of reckless and irresponsible spending supported only by dubious claims of union purpose. Thus, in November 2019, HARREN and his then-newlywed wife Anna traveled from Southern California to Rochester NY for a retirement party thrown for HARREN's uncle, Michael Harren, a union-side labor lawyer who had done work for some Teamsters local unions in upstate New York. On October 22, 2019, Local Union 986's executive board authorized the \$500 purchase of a full-page program ad for the retirement dinner to be held Thursday, November 21, 2019.¹⁰⁷ Minutes of the executive board show that the board was not asked to authorize and did not authorize travel by HARREN or any other union representative to attend the retirement event. Under local union bylaws and existing practice, executive board authorization was required for such a trip.¹⁰⁸ Nonetheless, HARREN attended the event at Local Union 986 expense. He testified that he "went to Chris Griswold and asked if I could attend."¹⁰⁹ Such approval, if given, was not sufficient to authorize the trip as such authorization had to come from the executive board. HARREN was not placed on per diem for the trip. His airfare, in business class on American Airlines, cost the local union \$1,342.00.¹¹⁰ His hotel accommodations,

¹⁰⁷ Exh. EB12, Executive Board minutes, October 22, 2019.

¹⁰⁸ See Section I.B. above, beginning at p. 17.

¹⁰⁹ Exh. SE2, Sworn examination of Sean HARREN, p. 87.

¹¹⁰ Exh. AX1, Amex bill statement excerpt, closing date November 19, 2019, p. 10/17, shows class of service code D, which is business class on American Airlines. P. 11/17 of the same statement shows that

checking in on Wednesday, November 20, the day before the retirement dinner, and checking out on Saturday, November 23, two days after the dinner, cost Local Union 986 \$771.78.¹¹¹ HARREN and his wife Anna attended the retirement dinner for his uncle on Thursday, November 21, and then HARREN charged the local union credit card \$449.54 for a second dinner the same night for Michael Harren and his plus-one, Harren's law partner and the partner's plus-one, HARREN and Anna Harren, and, according to the receipt, "3 others (did not get names)."¹¹² The bill consisted of 15 alcoholic drinks, 2 burgers, 2 orders of chicken wings, 3 orders of potato galette, an order each of Brussel sprouts and calamari, a cheese board, and a Pepsi. In addition to this expense, HARREN charged \$246.83 in bar and restaurant bills to his hotel room without supporting receipts.¹¹³ All told, Local Union 986 paid **\$2,810.15** so that HARREN and his wife could travel to give HARREN's uncle best wishes for his retirement and then linger for a few days. HARREN did not submit itemized receipts for the room charges, which presumably paid for meals and beverages for him and his wife, at minimum. When asked how members of Local Union 986 benefited by HARREN's attendance at his uncle's retirement event, HARREN responded, "I don't really have an opinion on that."¹¹⁴ Subsequently, he denied that the travel was for a family event, stating that "any time I can get around smart Teamsters, and that would be including my uncle, I

airfare for Anna Harren, HARREN's wife, was purchased with the local union credit card the same date in the amount of \$1,342.00. P. 3/17 shows payment to Amex on November 2, 2019 in the amount of \$1,342.00, which HARREN testified was to reimburse the local union for his wife's ticket. Exh. SE2, Sworn examination of Sean HARREN, p. 96.

¹¹¹ Exh. SH1, DoubleTree hotel folio (11/20/2019).

¹¹² Exh. SH2, Char Steak and Lounge (11/21/2019).

¹¹³ Exh. SH1, DoubleTree hotel folio (11/20/2019).

¹¹⁴ Exh. SE2, Sworn examination of SEAN HARREN, p. 90.

would take that as something that would benefit our members.”¹¹⁵ In sum, HARREN’s trip to his uncle’s retirement was not authorized by the local union executive board, and it had a personal but not a legitimate union purpose. HARREN converted union funds to his own purpose by having the local union pay the expenses for this trip.

39. Two weeks after the Rochester NY trip, HARREN traveled to Las Vegas on the local union credit card, staying at the Tropicana Hotel from December 9 to 11, 2019 for Joint Council 42 meetings.

a. On December 10, he charged \$155.71 to the local union credit card at the Ellis Island Casino and Brewery, followed by \$446.87 at the Public House, a sports bar in the Luxor casino, followed by \$320.21 at another restaurant within the Tropicana.¹¹⁶ The same day, he charged \$1,228.01 at the Oakville Steakhouse inside the Tropicana Hotel.¹¹⁷ The party of 10 at the Oakville included HARREN’s wife Anna, Anna’s co-worker and non-Teamster Alma Aguilar, and business agent Tom Lauer’s wife Fanny, also a non-Teamster. The bill showed 11 cocktails and a bottle of Caymus wine; total alcohol purchases came to \$326.00, approximately 35% of the bill before tax and tip. Eight of the ten who dined at the steakhouse ended the night with drinks at the Trago Lounge, a bar within the Tropicana, at additional cost to the local union of \$210.00.¹¹⁸ The drinking party included the non-Teamster spouses, Anna Harren and Fanny Lauer, and Anna’s co-worker Alma Aguilar, a non-Teamster. All told, Harren charged \$2,360.80 to local union dues payers, a manifestly unreasonable amount. He should have been on per diem for the day. The amount by which he overspent his per diem, **\$2,260.80**, should have been treated as personal expense to HARREN.

b. The next morning, December 11, 2019, HARREN bought breakfast for himself, his wife Anna, and Anna’s co-worker Alma Aguilar at Tom’s Urban, a sports bar in the New York New York casino in Las Vegas that serves breakfast.¹¹⁹ He charged dues payers \$147.74 for this meal, which included 3 screwdriver cocktails and 1 Tito’s

¹¹⁵ Exh. SE2, Sworn examination of SEAN HARREN, pp. 90-91.

¹¹⁶ Exh. AX2, American Express excerpt of HARREN’s purchases for period ending 12/19/2019. The IIO investigation did not discover itemized receipts for any of these transactions that would identify what was ordered, who attended, and what the union purpose was for the expenditure. On this basis alone, each of these transactions should have been deemed personal rather than union expense.

¹¹⁷ Exh. SH8, Tropicana Oakville Steakhouse (12/10/2019).

¹¹⁸ Exh. SH9, Trago Lounge (12/10/2019).

¹¹⁹ Exh. SH10, Tom’s Urban (12/11/2019).

cocktail. HARREN should have been on per diem for this day, and the amount by which he overspent the per diem, **\$47.74**, should have been treated as personal expense.

40. Additional examples where HARREN had dues payers pay his wife's expenses include a trip to Ft. Lauderdale FL in February 2020, staying at the Westin Beach Resort & Spa for 5 nights. Local Union 986 members paid for Anna Harren's excess baggage fee for the round-trip flights to and from Ft. Lauderdale (\$30.00 each way; \$60.00 total); these charges were not reimbursed.¹²⁰

a. While in Ft. Lauderdale, HARREN charged meals and beverages at Spazio (\$141.00), an Italian restaurant, and the Café del Mar (\$103.10), another Italian restaurant, on February 24, 2020,¹²¹ overspending the per diem he should have been on by **\$144.10**.

b. He charged meals and beverages at Louie Bossi's Ristorante (\$150.00), another Italian restaurant, on February 25, 2020,¹²² overspending the per diem amount by **\$50.00**.

c. He charged meals and beverages at the Casablanca Café (\$69.20), a Mediterranean restaurant, Con Murphy's Ocean Bar & Grill (\$98.32), an Irish bar, and Cubano's by Mario (\$626.96), an Italian restaurant, on February 26, 2020,¹²³ overspending the per diem amount by **\$694.48**.

d. He charged meals and beverages at the 411 South Bar & Grill (\$42.50), a beachfront bar, The Balcony (\$82.41), a New Orleans-style restaurant, and Luigi's Tuscan Grill (\$181.78),¹²⁴ on February 27, 2020, overspending the per diem amount that day by **\$206.69**.

e. HARREN should have been on per diem, limiting the local union's obligation for his daily meals to \$100. He overspent the per diem by \$1,095.27; when Anna Harren's excess baggage charges are added, HARREN should have reimbursed the local union \$1,155.27 for this trip.

¹²⁰ Exh. AX3, American Express statement for period ending 3/19/2020, pp. 12/23 and 13/23.

¹²¹ *Id.*, p. 13/23.

¹²² *Id.*

¹²³ *Id.*

¹²⁴ *Id.*

41. The local union paid HARREN per diem on one occasion covered by the IIO investigation. His paystub for the payroll period Monday, May 10 through Saturday, May 15, 2021 shows that he was paid \$750 in per diem, the equivalent of 6 days at \$125 per day.¹²⁵ During the period for which the local union had paid him a meal allowance, he nonetheless used the local union credit card for meal and beverage expenses: twice at Duke's Waikiki, a seafood restaurant in Honolulu HI (\$353.19 on May 11, 2021, and \$348.48 on May 14, 2021), once each at the Hula Grill Waikiki in Honolulu HI (\$154.27 on May 14, 2021), the Diamond Head Market and Grill, Honolulu HI (\$38.30 on May 15, 2021), the Mai Tai Bar Waikiki, Honolulu HI (\$387.51 on May 15, 2021), and the Tommy Bahama Restaurant and Bar, Honolulu HI (\$417.12 on May 17, 2021).¹²⁶ All told, HARREN spent **\$1,698.87** in local union funds for meals during a period the local union had already paid him for his meals. Local union policy forbids use of the union credit card by a person receiving per diem. HARREN's violation of this policy constituted embezzlement from the local union treasury.

42. June 8 through 11, 2021 saw HARREN in Las Vegas NV, a trip for which he should have been on \$100 per diem. During that stay, he charged the following to the local union credit card:

- a. On June 8, "Resort Pool-Liquor" of \$80.03, "Bar at Commons Club-Wine" and "Bar at Commons Club-Beer" of \$34.71, both charged to his hotel folio without supporting itemized receipt,¹²⁷ plus a charge at Gordon Biersch Brewery of \$258.52.¹²⁸ The Gordon Biersch receipt showed a restaurant count of 9, an order of 9 entrees, but only 8 names of persons attending, demonstrating that the local union paid the meal

¹²⁵ Exh. SH3, HARREN checkstub for pay date 5/20/2021, his home address redacted. The executive board did not raise the per diem to \$125 from \$100 until September 1, 2021, *see* Exh. EB25 Executive Board meeting minutes (8/24/2021), but the local union reported to IIO investigators that HARREN was paid \$750 in per diem allowance for the period "5-10-21 to 5-15-21," a total of 6 days at \$125 per day, for "Membership Mtg" in "Hawaii" (Exh. SH3, Per diem allowance paid to HARREN).

¹²⁶ Exh. AX4, American Express statement for period ending 5/19/2021, p. 9/14.

¹²⁷ Exh. SH185, Virgin Hotels Las Vegas folio (6/11/2021).

¹²⁸ Exh. SH144, Gordon Biersch Brewery (6/8/2021).

and beverage expense of a person whom HARREN did not disclose. HARREN overspent the per diem allowance this date by **\$273.26**.

b. On June 9, charges to his room without itemized receipts for “Pizza Forte-Miscellaneous,” “Bar at Commons Club-Liquor,” “Bar at Commons Club-Wine,” “Bar at Commons Club-Beer,” “Bar at Commons Club-Beverage,” “Bar at Commons Club-Liquor,” and “Bar at Commons Club-Wine,” totaling \$252.13,¹²⁹ plus a charge at Kassi Beach, a bar/restaurant within the Virgin Hotel where HARREN was lodging, in the amount of \$615.13,¹³⁰ and a charge at Joe’s Seafood, Prime Steak and Stone Crab, in the amount of \$708.96.¹³¹ The Kassi Beach receipt showed it was a triple date, with HARREN using the local union credit card to pay the meal and beverage expenses of himself and his wife Anna, Tom Lauer and his wife Fanny, and business agent Roman Delgado and his wife Carrie Hills. Anna Harren, Fanny Lauer, and Carrie Hills were not Teamsters, and there was no union purpose for having dues payers pay their meal and beverage expenses. The receipt at Joe’s Seafood from the same date was a double date of the Harren and the Delgado/Hills couples, for no legitimate union purpose. With local union dues payers picking up the tab. One member of the party, uninhibited by cost, ordered King Crab Legs (\$129.95). HARREN overspent the per diem allowance this date by **\$1,476.22**.

c. On June 10, charges to his room without itemized receipts for “Kitchen at Commons Club-Food,” “Kitchen at Commons Club-Beverage,” “Bar at Commons Club-Liquor,” and “Bar at Commons Club-Wine,” totaling \$319.20, plus a charge at Ferraro’s Italian Restaurant in the amount of \$650.90.¹³² The Ferraro’s receipt showed a double date of the Harrens and the Lauers, plus Anna Harren’s non-Teamster co-worker Alma Aguilar. In addition to 5 cocktails, the receipt showed a bottle of Brunello CDV, vintage 2015 (\$198.00). HARREN overspent the per diem allowance this date by **\$870.10**.

d. On June 11, charges at The Revere Golf Club, Henderson NV in the amount of \$82.43¹³³ and Pancho Villas Grill and Tequila, Victorville CA in the amount of \$161.53¹³⁴ The golf club receipt listed 4 persons, including non-Teamsters Anna Harren and her co-worker Alma Aguilar. The Pancho Villas receipt listed 3, including HARREN, Anna Harren and Aguilar. HARREN overspent the per diem allowance this date by **\$143.96**.

¹²⁹ Exh. SH185, Virgin Hotels Las Vegas folio (6/11/2021).

¹³⁰ Exh. SH145, Kassi Beach (6/9/2021).

¹³¹ Exh. SH146, Joe’s Seafood, Prime Steak and Stone Crab (6/9/2021).

¹³² Exh. SH141, Ferraro’s Italian Restaurant (6/11/2021).

¹³³ Exh. SH143, The Revere Golf Club (6/11/2021).

¹³⁴ Exh. SH142, Pancho Villas Grill and Tequila (6/11/2021).

e. For these 4 days, HARREN used the local union credit card to purchase meals and beverages totaling \$3,163.54. HARREN should have been on per diem, and the amount that exceeded the per diem, \$2,763.54, treated as his personal expense.

43. HARREN returned to Las Vegas on June 19, 2021, staying again at the Virgin Hotels. Once again, he made charges to his hotel room that date for which he did not submit itemized receipts, consisting of “Resort Pool,” “In Room Dining,” and 2 charges for “Bar at Commons Club,” totaling \$262.36.¹³⁵ Later the same day, he returned to Ferraro’s Italian Restaurant accompanied by his wife Anna, plus GRISWOLD and 2 unnamed persons.¹³⁶ The receipt for that restaurant showed 5 cocktails plus a bottle of Barolo Clerico Pajana (\$195.00). The receipt also showed that the restaurant counted 5 diners, which matched the 5 entrees ordered, yet only HARREN, Anna, and GRISWOLD were listed as attending. The receipt included this handwritten statement: “Paid cash for personal expenses for guests,” yet there was no indication of who the guests were, how much cash was paid, or how the “personal expenses” to which HARREN referred were calculated. The total bill before tip came to \$706.60; the total charge to the local union credit card was \$756.60.¹³⁷ If HARREN paid \$100 in cash for personal expenses, an amount that is not indicated anywhere on the receipt but that is consistent with the 20% tip (or better) HARREN usually left, such a sum for 2 guests was not proportional to the total bill. Regardless, HARREN should have been on per diem of \$100. He overspent his per diem by **\$918.96**.

¹³⁵ Exh. SH147, Virgin Hotels folio (6/25/2021).

¹³⁶ Exh. SH150, Ferraro’s Italian Restaurant (6/19/2021).

¹³⁷ Exh. AX6, American Express statement for period ending 7/19/2021, p. 7/12.

44. HARREN returned to Las Vegas for one overnight on July 15, 2021, charging \$324.44 to his Virgin Hotels room for an expense at One Steakhouse.¹³⁸ No itemized bill was submitted for this expense, which made it ineligible for reimbursement under local union accounting standards. At minimum, he overspent the per diem allowance this date by **\$199.44**.

45. Meanwhile, GRISWOLD checked into the Lido Beach Resort, Sarasota FL, on July 18, 2021, for a 4-night stay, stated purpose: “DHL nego,” during which he should have been on per diem.

a. On July 19, he charged food and beverage totaling \$144.14 to his hotel room, relying solely on the hotel folio which did not include an itemized receipt.¹³⁹ He followed that expense the same day with a transaction at the Speaks Clam Bar, about a mile from the hotel, cost \$552.61, including 3 cocktails and 2 bottles of wine (Purple Hands Pinot Noir, \$75.00, and Duckhorn Merlot, \$70.00).¹⁴⁰ Each of the 6 listed guests were Teamster local union or International Union officials with access to expense reimbursement policies from their own organizations; only one – GRISWOLD – was a member of Local Union 986. Further, the restaurant receipt stated that 7 guests were present and 7 entrees ordered, yet GRISWOLD listed only 6 names, which is evidence that he had his local union pay the meal expense of someone even he could not justify. There was no union purpose to his members of paying the meal and beverage expenses of union officials from other organizations. Moreover, GRISWOLD should have been on per diem, and he overspent the per diem allowance by **\$596.75**.

b. Two days later, on July 21, 2021, GRISWOLD charged \$105.35 in food and beverage to his hotel room, again relying solely on the hotel folio in violation of local union accounting standards.¹⁴¹ He returned to Speaks Clam Bar, apparently alone, cost \$179.80, again with no itemized receipt.¹⁴² He should have been on per diem. He overspent the per diem allowance by **\$185.15**.

¹³⁸ Exh. SH149, Virgin Hotels folio (7/15/2021).

¹³⁹ Exh. CG47, Lido Beach Resort (7/18/2021).

¹⁴⁰ Exh. CG78, Speaks Clam Bar (7/19/2021).

¹⁴¹ Exh. CG47, Lido Beach Resort (7/19/2021).

¹⁴² Exh. CG79, Speaks Clam Bar (7/21/2021).

46. While GRISWOLD was enjoying a rich life in Florida, HARREN had returned to Las Vegas.

a. On July 20, 2021, he charged \$139.43 at the Sky Bar to his Waldorf Astoria hotel room, without itemized receipt.¹⁴³ The same day, he charged \$675.05 at Javier's, stated purpose: "Wynn Encore Ratification Mtgs.," guests: HARREN, business agents Roman Delgado and Hector Delgado, and non-member Felix Chavez. HARREN submitted the charge card receipt but not the itemized list of items ordered,¹⁴⁴ in violation of local union accounting standards he was required to comply with and enforce. HARREN overspent the per diem allowance this date by **\$714.48**.

b. The next day, July 21, he charged a manifestly excessive \$1,065.09 at Ferraro's Italian Restaurant, same stated purpose, 7 named guests, including HARREN and 5 business agents plus non-member Felix Chavez. This event included 3 cocktails, 1 glass of wine, and 2 bottles of Barolo Scavino Carobric, an Italian red wine (\$190 per bottle, \$380.00 total). HARREN overspent the per diem allowance this date by **\$965.09**.

47. Several days later, on July 26, 2021, GRISWOLD hosted dinner and drinks at Captain Jack's, Sunset Beach CA, for "UPS Western States mtg," cost \$919.01.¹⁴⁵ He listed 5 names, all of them (including himself) union officials with access to expense reimbursement policies from their respective organizations. Nonetheless, GRISWOLD had the members of Local Union 986 pay the full cost of the evening. Although GRISWOLD listed 5 names, 6 entrees were ordered (2 orders of Crab, \$99.95 each, \$199.90 total; 1 of Lobster and Prime Rib, \$69.95; 1 of Filet Mignon and Crab, \$84.95; 1 of Prime Rib and Crab, \$84.95; and 1 of Prime Rib, \$34.95), evidencing fraudulent intent to conceal the identity of an additional person whom he could not justify the union paying for. In addition to the high cost of entrees, the bill GRISWOLD paid included 4 cocktails and a bottle of wine (King Estate Pinot Noir, \$57.00). No union purpose justified hosting

¹⁴³ Exh. SH148, Waldorf Astoria folio (7/20/2021).

¹⁴⁴ Exh. SH189, Javier's (7/20/2021).

¹⁴⁵ Exh. CG48, Captain Jack's, 7/26/2021).

this dinner and drinks for union officials from other organizations. Further, GRISWOLD should have been on per diem. He overspent the per diem allowance this date by **\$819.01**.

48. Mere days later, on July 29, 2021, GRISWOLD used the local union credit card to buy dinner for 5 local union representatives at Gaucho Grill Buena Park, cost \$474.97.¹⁴⁶ Only GRISWOLD was a member of Local Union 986; the rest had access to expense reimbursement policies at their own organizations for their meals. It was unreasonable for GRISWOLD to place the burden of this expense on his own members. He overspent the per diem allowance this date by **\$374.97**.

49. GRISWOLD then traveled to Portland OR for “DHL National Panel” in early August 2021.

a. On August 3, 2021, he hosted dinner and drinks for 4 named guests at Jake’s Famous Crawfish, Portland OR, cost \$591.00, including 2 Whiskey pours and 2 bottles of Spring Valley Frederick Estate Red wine (\$99.00 each; \$198.00 total).¹⁴⁷ GRISWOLD included 2 lists of 4 guests with the receipt. His name and that of a Local Union 986 business agent were on both lists; the 3rd and 4th names on each list were officials of other Teamster local unions who had access to expense reimbursement policies of their own organizations. No legitimate union purpose justified GRISWOLD spending Local Union 986 funds on meals and beverages for officials of other unions. Further, GRISWOLD should have been on per diem for this date. He overspent the per diem allowance by **\$491.00**.

b. The next day, August 4, 2021, GRISWOLD bought breakfast at Cheryl’s on 12, cost \$102.90, the bill including 2 drinks of vodka and orange juice.¹⁴⁸ The list of guests consisted of GRISWOLD, a business agent from Local Union 986, and an official from another Teamsters local union who had access to expense reimbursement policies at his own local union. No union purpose justified GRISWOLD using Local Union 986 funds to purchase breakfast for this non-member. Later in the day, GRISWOLD purchased dinner and beverages at Caffe Allora, cost \$455.00, including 2 cocktails, 1 glass of wine, and 2 bottles of unspecified wine (\$120.00 each, \$240.00 total),¹⁴⁹ with alcohol accounting for roughly 72% of the bill. Of the 4 guests listed on the receipt, 2

¹⁴⁶ Exh. CG85, Gaucho Grill Buena Park (7/29/2021).

¹⁴⁷ Exh. CG49, Jake’s Famous Crawfish (8/3/2021).

¹⁴⁸ Exh. CG81, Cheryl’s on 12th (8/4/2021).

¹⁴⁹ Exh. CG50, Caffe Allora (8/4/2021).

were from other Teamster local unions with access to expense reimbursement policies at their own organizations. No legitimate union purpose justified GRISWOLD spending the dues of Local Union 986 members on the food and beverage of union officials from other local unions. Moreover, GRISWOLD should have been on per diem; he overspent the per diem allowance this date by **\$457.90**.

50. A few days later, GRISWOLD traveled to San Diego CA for UPS grievance panels, ignoring the local union's per diem allowance policy.

a. On August 8, 2021, he charged \$591.96 to the local union credit card at Greystone Prime Steakhouse and Seafood, San Diego CA, purpose: "UPS National Griev." The bill before tip was \$791.96; the charge slip presented to GRISWOLD was \$491.96, to which he added a tip of \$100.00 to reach \$591.96.¹⁵⁰ The receipt contains no explanation as to how the rest of the bill was settled or how the total was split. GRISWOLD listed himself, a Local Union 986 business agent, and 2 representatives from another local union as guests. Those two other representatives had access to expense reimbursement policies at their own local union to cover their meal expenses. No legitimate explanation existed for charging members of Local Union 986 for their meals and beverages. That said, GRISWOLD should have been on per diem. He overspent the per diem allowance by **\$491.96**.

b. The next day, August 9, he charged \$224.36 to the union credit card for breakfast at Old Town Mexican Café, listing himself, 4 business agents from Local Union 986, and 2 union representatives from another Teamster local union as guests. The bill included an automatic 18% tip (\$26.10) added by the restaurant; GRISWOLD added \$40.00 to this tip for a total tip of \$66.10 (41.8% of the bill).¹⁵¹ No legitimate union purpose existed for paying the meal expense of non-members or for overtippling so dramatically. Later the same day, GRISWOLD charged \$474.96 to the local union card at Il Sogno Italiano, a bill that included multiple cocktails, beer, glasses of wine, and multiple bottles of Trefethen Double T red wine such that alcohol comprised 51.2% of the bill before tax and tip.¹⁵² No legitimate union purpose existed for charging the union treasury for such excess. Moreover, GRISWOLD should have been on per diem, and he overspent the per diem allowance for the day by **\$599.32**.

51. Following the extravagant spending on the local union credit card that GRISWOLD and HARREN displayed in Las Vegas in September 2021, as detailed in paragraphs 36 and 37 above,

¹⁵⁰ Exh. CG82, Greystone Prime Steakhouse and Seafood (9/8/2021).

¹⁵¹ Exh. CG83, Old Town Mexican Café (8/9/2021).

¹⁵² Exh. CG52, Il Sogno Italiano (8/9/2021).

on November 10, 2021, HARREN placed \$172.14 in charges labeled “Conrad Lobby Bar Bev” on his room at the Conrad Las Vegas hotel without itemized receipt,¹⁵³ violating local union accounting standards. The same day, HARREN and GRISWOLD dined at Ferraro’s Italian Restaurant, Las Vegas NV, incurring a total charge of \$691.05,¹⁵⁴ an excessively unreasonable amount. The receipt showed 2 cocktails, 2 glasses of Nebbiolo Pertinace wine, 2 pours of Grappa, and a bottle of Barolo Palladino wine (\$148.00). Although the only names HARREN listed on the receipt were his own and GRISWOLD’s, the list of entrees suggests strongly that one or more additional persons were present (“Special Risotto Al Pro,” split, \$120.00; “Special Costata Di Man[zo],” \$68.00; “Lombata Milanese,” \$62.00), which constitutes evidence of intent to embezzle. Regardless, HARREN and GRISWOLD should have been on per diem for the day. HARREN overspent the local union per diem by **\$613.19**, GRISWOLD by **\$441.05**.

52. HARREN mirrored GRISWOLD’s behavior with respect to overspending and failing to include itemized receipts. On November 18, 2021, GRISWOLD charged a meal at Ruth’s Chris Steak House in Arlington VA in the amount of \$600.00, for which he submitted the charge slip but not the itemized receipt.¹⁵⁵ He should have been on \$125 per diem, and he therefore overspent the per diem by at least **\$475.00** that day.

53. HARREN and GRISWOLD returned to Ferraro’s Italian Restaurant on December 2, 2021 for dinner, cocktails, and a bottle of Argiano Brunello di Montalcino 2015 (\$148.00).¹⁵⁶ The total

¹⁵³ Exh. SH156, Conrad Hotel folio (11/11/2021).

¹⁵⁴ Exh. SH155, Ferraro’s Italian Restaurant (11/10/2021).

¹⁵⁵ Exh. CG3, Ruth’s Chris Steak House (11/18/2021).

¹⁵⁶ Exh. SH5, Ferraro’s Italian Restaurant (12/2/2021).

charge was \$470.14, an unreasonable amount. Both should have been on per diem. Each overspent their per diem by **\$110.07**.

54. On December 9, 2021, GRISWOLD used the local union credit card to pay for meals and beverages at Copley's on Palm Canyon, Palm Springs CA in the amount of \$1,888.21.¹⁵⁷ The restaurant receipt listed 19 cocktails plus 3 bottles of Vine Cliff Cabernet (\$200.00 each; \$600.00 total). The receipt also showed 10 diners and 10 entrees, yet GRISWOLD listed only 6 names, which is evidence of embezzlement on his part. One of the named diners was non-Teamster Anna Harren, providing dinner and drinks for whom served no legitimate union purpose. GRISWOLD should have been on per diem, and he overspent the per diem by **\$1,763.21** that day.

55. Two days later, on December 11, 2021, HARREN used the local union credit card at Ruth's Chris Steak House, cost \$717.47, stated purpose: "JC42 Delegate Mtgs – Palm Springs," guests: HARREN and his wife Anna Harren; HARREN's stepdaughter and local union office clerical Amanda Macias and her then-boyfriend Corey Virgilio; and business agent Tom Lauer and his wife Fanny.¹⁵⁸ Anna Harren, Corey Virgilio, and Fanny Lauer were not Teamsters. The order included 3 cocktails and 1 bottle of Caymus 1L (\$165.00). HARREN overspent the per diem allowance this date by **\$592.47**.

56. Two days later, beginning December 13, 2021, HARREN used the local union credit card for a series of restaurant/bar charges in Las Vegas NV, for which the union purpose was designated as "holiday quarterly mtg in Las Vegas."

a. On December 13, 2021, HARREN charged the local union credit card at Ferraro's Italian Restaurant, Las Vegas NV for \$2,559.27.¹⁵⁹ Seventeen guests consumed dinner

¹⁵⁷ Exh. CG4, Copley's on Palm Canyon (12/9/2021).

¹⁵⁸ Exh. SH13, Ruth's Chris Steak House (12/11/2021).

¹⁵⁹ Exh. SH14, Ferraro's Italian Restaurant (1/13/2021).

plus 30 cocktails, beer, by-the glass wine or brandy and 3 bottles of Banfi Brunello di Montalcino 2015 (\$198.00 each; \$594.00 total). Three of the guests named on the receipt were non-Teamsters Anna Harren, Anna's co-worker Alma Aguilar, and Fanny Lauer. HARREN should have been on per diem for this date. He overspent the local union per diem by **\$2,434.27**.

b. On December 14, 2021, HARREN charged breakfast/lunch at the Public House, a bar/restaurant within the Tropicana Hotel, for \$413.88.¹⁶⁰ The restaurant receipt listed 11 names, including non-Teamsters Anna Harren, Anna's co-worker Alma Aguilar, and Fanny Lauer. Later the same day, HARREN charged dinner at Morton's The Steakhouse, for \$990.20.¹⁶¹ Seven persons dined, according to the handwritten list, including non-Teamsters Anna Harren, Anna's co-worker Alma Aguilar, and Fanny Lauer. HARREN overspent the per diem amount for the day on these two expenditures by **\$1,279.08**.

57. The last extravagant uses of the local union credit card in 2021 came on December 19 with 2 consecutive transactions, the first at a bar called 315 Pacific Coast Highway, in Huntington Beach CA, the second right next door at Duke's Huntington Beach. GRISWOLD paid \$395.41 at 315 PCH to purchase 17 Mai Tai cocktails and 3 beers for 11 listed guests, including himself and his wife Lisa Griswold, HARREN and his wife Anna Harren, and several persons who were not members of Local Union 986. When the party moved next door to Duke's, GRISWOLD paid \$1,069.95 for 5 more Mai Tai's, 4 Captain Morgan White Rum drinks, 2 glasses of white wine, and 2 bottles of red wine (Paul Hobbs Cabernet Sauvignon, \$130.00, and Caymus Cabernet Sauvignon, \$120.00), along with dinner for 11.¹⁶² The portion of GRISWOLD's credit card purchases that went to alcohol totaled 61%, before tax and tip. The stated purpose was "Collette's Charity event." Collette's Children's Home is a beneficiary of the Local 986 charity. Dues paying members did not benefit from GRISWOLD's use of their dues to buy approximately 4 alcoholic

¹⁶⁰ Exh. SH16, Public House (12/14/2021).

¹⁶¹ Exh. SH15, Morton's The Steakhouse (12/14/2021).

¹⁶² Exh. CG86, 315 Pacific Coast Highway and Duke's Huntington Beach (12/19/2021).

drinks per person for 11 guests, 7 of whom were not members of the local union. These expenditures were profoundly extravagant and unreasonable and should have been treated as non-reimbursable personal expense. In addition, these expenses were incurred in-town, where the local union per diem policy did not grant a per diem allowance. Accordingly, the full amount of **\$1,465.36** should have been treated as personal expense to GRISWOLD.

58. GRISWOLD traveled to Boston MA and then Washington DC for 5 days beginning January 7, 2022.

- a. On January 7, 2022, he charged \$646.98 to the local union credit card in the morning at Black Rose, an Irish pub in Boston MA.¹⁶³ The union purpose he listed was “autism gala.” He listed 4 names, including himself, HARREN, “Anna Macias” [Anna Harren], and Chris Rosell. However, the restaurant receipt suggests several others were present and had their meals and beverages paid for by Local Union 986, as there were 4 orders of Shepherd’s Pie (\$72.00, total), 2 large orders of fish and chips (\$46.00, total), 1 hot lobster roll (\$36.00), 1 beet salad with salmon (\$24.00), and 1 beef stew (\$16.00), in addition to 2 pretzels (\$24.00 total), 1 order of sausage rolls (\$14.00), 1 order of Jameson Wings (\$14.00), and 12 beers or cider, 6 Irish coffees, 1 Absolut vanilla vodka, and 2 soft drinks. GRISWOLD moved on from the Black Rose to Ocean Prime, a seafood restaurant in Boston, where he charged the local union credit card for \$1,054.19.¹⁶⁴ The listed diners for this expense were the same as at Black Rose (GRISWOLD, HARREN, “Anna Macias,” and Chris Rosell). The order the party placed was objectively extravagant, including crab legs (\$110.00), lobster tails (\$62.00), an 8-ounce filet (\$63.00), and Atlantic cod (\$49.00), plus 6 cocktails and 1 bottle of Phelps Insignia, a Napa Valley red blend (\$375.00). GRISWOLD should have been on per diem for the day. GRISWOLD overspent the local union per diem allowance this date by **\$1,576.17**.
- b. On January 8, 2022, the date of the autism gala, GRISWOLD returned to Ocean Prime with HARREN, “Ann Macias,” and Rosell, charging the local union credit card \$589.36 for dinner and drinks.¹⁶⁵ GRISWOLD overspent the local union per diem by **\$464.36**.
- c. On January 9, 2022, GRISWOLD moved on to the Filomena Ristorante in Washington DC, charging the local union credit card \$422.15 for dinner with Chris

¹⁶³ Exh. CG62, Black Rose (1/7/2022). The check was opened at 11:45 a.m.; it was closed at 1:12 p.m.

¹⁶⁴ Exh. CG63, Ocean Prime (1/7/2022).

¹⁶⁵ Exh. CG64, Ocean Prime (1/8/2022).

Rosell, with whom he had dined and drank 3 times over the previous two days. The stated purpose on January 9 was “IBT transition mtg.”¹⁶⁶ Local Union 986 should not have been responsible for this charge for two reasons: 1) GRISWOLD did not submit the itemized restaurant receipt, and 2) he and Rosell were incoming elected or appointed officers of the IBT purportedly discussing IBT business, which made the discussion an IBT expense. Even if Local Union 986 were responsible for the charge, GRISWOLD should have been on per diem, and he overspent the per diem allowance by **\$297.15**.

d. The next day, January 10, 2022, GRISWOLD used the local union credit card to pay \$354.77 for dinner and drinks at Joe’s Seafood in Washington DC for himself, Chris Rosell (again), and Peter Finn, the stated union purpose being IBT transition meetings.¹⁶⁷ The bill included “Whale for 3” (\$134.85) and a bottle of Penner-Ash Pinot (\$110.00). This expense was not a Local Union 986 expense, but even if it were, GRISWOLD overspent his per diem allowance by **\$229.77**.

e. On January 11, 2022, GRISWOLD used the local union credit card for drinks and dinner at Charlie Palmer Steak in Washington DC in the amount of \$407.30.¹⁶⁸ GRISWOLD listed only 2 names, himself and Chris Rosell (the 6th time in 5 days GRISWOLD had paid for Rosell’s food and drink), purportedly for the union purpose of IBT transition meeting. The restaurant receipt stated that 3 guests dined, and 2 Filets and 1 New York Strip were ordered as entrees, together with 3 cocktails and 1 bottle of Ken Wright Carter Pinot Noir (\$155.00). GRISWOLD underreported the guests present, which is evidence of embezzlement. Further, the expense should not have been charged to the local union because it concerned the IBT instead. Finally, even if the local union were responsible for GRISWOLD’s meals, he should have been on per diem and he overspent the per diem allowance by **\$282.30**.

59. HARREN traveled to Las Vegas in January 2022, lodging at the Conrad Hotel, where on January 19 he made 6 separate charges of food and beverage to his room, totaling \$399.99, all

¹⁶⁶ Exh. CG61, Filomena Ristorante (1/9/2022).

¹⁶⁷ Exh. CG66, Joe’s Seafood (1/10/2022).

¹⁶⁸ Exh. CG65, Charlie Palmer Steak (1/11/2022).

without supporting receipts.¹⁶⁹ HARREN overspent the per diem allowance by **\$274.99** this date.¹⁷⁰

60. GRISWOLD returned to Washington DC for IBT transition business in February 2022, again charging Local Union 986's credit card for his meal expenses.

a. On February 21, 2022, he charged \$377.13 at Landini Brothers in Alexandria VA for dinner and drinks (including a bottle of Paolo Conterno at \$110.00).¹⁷¹ He listed himself and Chris Rosell as guests. Even if this restaurant charge were legitimately a Local Union 986 expense, which it was not, GRISWOLD overspent his per diem allowance by **\$252.13** for the day.

b. On February 22, 2022, he charged \$808.25 to the local union credit card at The Capital Grille in Washington DC.¹⁷² The purposes listed were "org/nego IBT transition." The persons attending were GRISWOLD, Rosell, Dan Kane, and Mark Davison. Kane and Davison were incoming IBT regional vice presidents and members of the General Executive Board. The bill included cocktails and a bottle of Phelps Napa Cabernet 2019 (\$178.00). Even if this restaurant charge were legitimately a Local Union 986 expense, which it was not, GRISWOLD overspent his per diem allowance by **\$683.25** for the day.

c. On February 24, 2022, GRISWOLD dined alone at the Capital Grille, incurring a charge of \$178.50.¹⁷³ He listed "IBT transition" as the union purpose. Even if this restaurant charge were legitimately a Local Union 986 expense, which it was not, GRISWOLD overspent his per diem allowance by **\$53.50** for the day.

61. GRISWOLD used the local union credit card at March 2022 meetings for Joint Council 42, when he should have been on per diem allowance.

a. On March 11, 2022, he paid an expense at Brera Ristorante, Los Angeles CA, for himself and Neil Ditchek, an IBT employee who had access to the IBT's expense

¹⁶⁹ Exh. SH16-A, Conrad Hotel folio (1/19/2022).

¹⁷⁰ A separate basis for rejecting this expense outright is HARREN's failure to submit itemized receipts for the charges showing the items ordered, the persons present, and the union purpose for each expense. See Section K, below, which addresses missing receipts and charges made to hotel folios without supporting documentation.

¹⁷¹ Exh. CG35, Landini Bros. (2/21/2022).

¹⁷² Exh. CG36, Capital Grille (2/22/2022).

¹⁷³ Exh. CG37, Capital Grille (2/24/2022).

reimbursement policy, cost \$322.95, no itemized receipt submitted,¹⁷⁴ rendering it non-reimbursable under local union accounting standards. At minimum, GRISWOLD overspent the per diem allowance by **\$197.95**.

b. On March 13, he charged to his room 2 expenditures at Glance, a restaurant/bar within the J.W. Marriott Los Angeles where he was lodging, combined cost \$194.59, together with a room service charge of \$111.11, all without itemized receipts.¹⁷⁵ GRISWOLD overspent the per diem allowance this date by **\$180.70**.

c. The next day, March 14, he made a “restaurant” charge to his room of \$166.88 without itemized receipt.¹⁷⁶ He then used the local union credit card at Cara Cara, a restaurant within Proper Hotel Los Angeles, cost \$1,231.65, stated purpose: “JC42.” The guests were himself, business agent Clacy Griswold, IBT representatives John Cuite and Kevin Currie, and Rosell. The bill included 5 cocktails, 1 glass of wine, and 2 bottles of La Rioja Alta (\$300 for the 2).¹⁷⁷ Cuite and Currie had access to IBT expense reimbursement policies. GRISWOLD overspent the per diem allowance this date by **\$1,275.53**.

62. GRISWOLD returned to Washington DC for IBT transition and to be sworn in as IBT vice president in March 2022, using the local union credit card for his meals.

a. On March 20, 2022, he used the local union credit card at Joe’s Seafood, Prime Steak, and Stone Crab for a charge of \$273.85.¹⁷⁸ He listed the guests as himself and Rosell and the union purpose as “transition.” The bill included 2 cocktails and a bottle of Ken Wright wine (\$72.00). Even if this restaurant charge were legitimately a Local Union 986 expense, which it was not, GRISWOLD overspent his per diem allowance by **\$148.85** for the day.

b. On March 21, 2022, he used the local union credit card at Charlie Palmer Steak for a charge of \$264.00.¹⁷⁹ The charge receipt listed GRISWOLD, Rosell and Ed Gleason (outgoing campaign lawyer for O’Brien-Zuckerman slate and incoming IBT general counsel), stated the union purpose as “IBT transition org,” but did not include the itemized receipt showing what was ordered. Even if this restaurant charge were

¹⁷⁴ Exh. CG38, Brera Ristorante (3/11/2022).

¹⁷⁵ Exh. CG32, J.W. Marriott hotel folio (3/13/2022).

¹⁷⁶ *Id.*

¹⁷⁷ Exh. CG33, Cara Cara (3/14/2022).

¹⁷⁸ Exh. CG39, Joe’s Seafood (3/20/2022).

¹⁷⁹ Exh. CG40, Charlie Palmer Steak (3/21/2022).

legitimately a Local Union 986 expense, which it was not, GRISWOLD overspent his per diem allowance by **\$139.00** for the day.

c. On March 22, 2022, he again used the local union credit card at Charlie Palmer Steak for a charge of \$582.35.¹⁸⁰ The charge receipt listed GRISWOLD, Rosell and Peter Finn (incoming IBT regional vice president), stated the union purpose as “IBT transition,” but did not include the itemized receipt showing what was ordered. Even if this restaurant charge were legitimately a Local Union 986 expense, which it was not, GRISWOLD overspent his per diem allowance by **\$457.35** for the day.

63. In April 2022, GRISWOLD used the local union credit again for excessive spending in Las Vegas NV. On April 20, he charged dinner and drinks for himself, Matt Lundy, and Rosell at One Steakhouse, a restaurant within the Virgin Hotel Las Vegas, cost \$719.61 (before tip), stated purpose: “IBT LV Mtg.” The charges included 2 cocktails and 1 bottle of Cade Estate red wine (\$251.00). The bill was split evenly such that the slip presented to GRISWOLD for tip and signature was \$359.81, to which he added \$70.00 tip for a total charge to Local Union 986 dues payers of \$429.81.¹⁸¹ GRISWOLD overspent the per diem allowance this date by **\$304.81**.

64. In May 2022, HARREN was in Las Vegas NV for “Golf Committee Mtgs Charity.” He brought his wife, Anna.

a. On May 8, 2022, HARREN charged \$329.73 to the local union credit card at The Cosmopolitan of Las Vegas. He listed himself and Tom Losonsky as the guests, “Ferguson Ent – LV Meetings” as the union purpose.¹⁸² The restaurant receipt listed 4 guests and 4 entrees (2 10 oz Filet, 2 6 oz. Filet), plus 1 bottle of Austin Hope wine (\$128.00 before tax and tip). HARREN also wrote on the receipt “Paid ½ for personal expenses guests” but did not identify the guests or show the calculations for splitting the bill. Regardless, HARREN overspent the per diem allowance this date by **\$204.73**.

b. HARREN bought Anna and 2 unnamed guests breakfast at The Bagel Café on May 9, 2022 using the local union credit card, cost \$87.83, stated purpose: “Golf committee

¹⁸⁰ Exh. CG41, Charlie Palmer Steak (3/22/2022).

¹⁸¹ Exh. CG43, One Steakhouse (4/20/2022).

¹⁸² Exh. SH158, The Cosmopolitan of Las Vegas (5/8/2022).

mtg.” He also wrote on the receipt that he “paid ½ for two guests – personal \$43.92.”¹⁸³ He did not identify the guests or show the calculations for splitting the bill. Later the same day, HARREN bought dinner for himself and his wife at Joe’s Seafood, Steak and Stone Crab, cost \$288.21, including 6 cocktails.¹⁸⁴ This day’s expense belonged to the local union charity, a separate legal entity, and should not have been paid for by local union dues payers. Even if the charges were legitimate union expenses, which they were not, HARREN should have been on per diem, and he overspent the local union per diem by **\$207.12**.

c. The next day, May 10, HARREN charged 2 expenses totaling \$63.44 (Kitchen at Commons Club, \$32.43, and Casa Calavera, \$31.01) to his hotel room,¹⁸⁵ without itemized receipt, guest list, or union purpose. He followed that with a charge of \$1,244.74 at Ferraro’s Italian Restaurant, stated purpose: “Car Rental Negotiations Golf Committee Mtg.” HARREN did not submit an itemized receipt for this charge. He listed the guests as himself, his wife Anna, and business agents Roman Delgado and Tim Vera. He also wrote “\$300 for personal expenses” without explaining what the personal expenses were or how he calculated that \$300, a round number, would fully compensate the local union for the “personal expenses.” One of the stated purposes of the expense, “Golf Committee Mtg.,” was attributable to the Local 986 charity, not to the local union. Regardless, HARREN overspent the per diem allowance this date by **\$1,183.18**.

65. Also in May 2022, HARREN and GRISWOLD traveled to Carlsbad CA for “Joint Council 42” meetings. Each should have been on per diem of \$125 per day. Instead, each used the local union credit card for his meal and beverage expenses:

a. On May 25, 2022, HARREN charged \$146.76 in “Dinner Liquor” expense to his hotel room at the Omni Resorts Carlsbad CA.¹⁸⁶ Handwritten on the hotel folio were the names of HARREN, Anna Harren, Hector Delgado, and Tom Lauer associated with this charge. The same day, a second charge of \$67.76 for “Dinner Liquor” was added to the hotel bill, and handwritten on the folio for this charge were the names of HARREN, Anna Harren, and Tom Lauer.¹⁸⁷ Still the same day, a third bar charge of \$59.83 for “Dinner Liquor” was added to HARREN’s hotel room bill, with the same names as the second bill. In addition to these charges made to HARREN’s room, for

¹⁸³ Exh. SH159, The Bagel Café (5/9/2022).

¹⁸⁴ Exh. SH160, Joe’s Seafood, Steak and Stone Crab (5/9/2022).

¹⁸⁵ Exh. SH191, Virgin Hotel folio (5/10/2022).

¹⁸⁶ Exh. SH106, Omni Resorts folio (5/25/2022).

¹⁸⁷ *Id.*

which he did not submit itemized bills, HARREN charged \$735.36 at Diversions Lounge, a sports bar in the lobby of the hotel.¹⁸⁸ He submitted the charge slip but not the itemized receipt for this expense showing what was ordered. Hours later, he also charged \$1,619.19 at Le Papagayo for 12 named persons (although the restaurant receipt stated that 14 were present), including non-Teamsters Anna Harren and Fanny Lauer.¹⁸⁹ HARREN overspent his per diem for this date by **\$2,503.90**.

b. The next day, May 26, 2022, HARREN charged \$108.03 at the Broken Yolk Café¹⁹⁰ for a family breakfast for himself, his wife Anna Harren, and his step-daughter Amanda Macias; the party arrived at 9:36 a.m. and left at 10:21 a.m., having consumed among other items 3 breakfast entrees and 2 “Bloody Caesars” (alcoholic drinks consisting of vodka, clamato juice and lemon juice in a salted rim glass) paid for by local union dues payers. Back at the hotel, HARREN added a fourth charge of \$50.56 for “Lunch” to his hotel room bill (listed attendees: HARREN, Audry Scates, and Tom Lauer).¹⁹¹ This was followed the same day by a fifth charge of \$40.44 for “Lunch Liquor” (HARREN and Tim Vera). Next, still the same date, a charge of \$633.39 for “Dinner” was added to HARREN’s hotel room bill (HARREN, Anna Harren, Amanda Macias, Eileen Rivera, Audrey Scates, Cliff Batham, Beverly Williams, Tom Lauer, Fanny Lauer, Art Loza, and Tim Vera).¹⁹² This was followed the same day by a charge of \$41.52 for “Dinner Liquor,” also charged to HARREN’s hotel room bill, (HARREN, Alma Aguilar and Carol Miranda).¹⁹³ HARREN overspent his \$125 per diem allowance this date by **\$748.94**.

c. GRISWOLD used the local union credit card on May 26, 2022 to charge \$1,652.66 at Vigilucci’s Seafood Steakhouse, Carlsbad CA.¹⁹⁴ The restaurant receipt stated that 12 persons were present; GRISWOLD did not list any names or a union purpose for the expense. GRISWOLD overspent his per diem allowance by **\$1,527.66** this date.

d. The next day, May 27, 2022, GRISWOLD had breakfast at Bob’s Steak and Chop (\$122.36).¹⁹⁵ He submitted the charge receipt only, showing he completed the transaction at 10:29 a.m. The receipt did not list the names of persons attending or

¹⁸⁸ Exh. SH107, Diversions (5/25/2022).

¹⁸⁹ Exh. SH108, Le Papagayo (5/25/2022).

¹⁹⁰ Exh. SH109, Broken Yolk (5/26/2022).

¹⁹¹ *Id.*

¹⁹² *Id.*

¹⁹³ *Id.*

¹⁹⁴ Exh. CG55, Vigilucci’s Seafood Steakhouse (5/26/2022).

¹⁹⁵ Exh. CG56, Bob’s Steak and Chop (5/27/2022).

include the itemized list of menu items ordered. The same day for HARREN, a charge of \$874.08 for “Breakfast” was added to his hotel room bill, (listed attendees: HARREN, Anna Harren, Alma Aguilar, Carol Miranda, GRISWOLD, Tom Lauer, and Roman Delgado).¹⁹⁶ This was followed by a charge of \$78.81 for “Lunch Liquor” (HARREN and Tom Lauer), another charge of \$215.50 for “Dinner Liquor” (HARREN, GRISWOLD, Anna Harren, Alma Aguilar, Carol Miranda, Tom Lauer, Tim Vera, Art Loza, and Amanda Macias),¹⁹⁷ yet another charge of \$378.20 for “Dinner Liquor” (HARREN, Anna Harren, Alma Aguilar, Carol Miranda, Amanda Macias, Art Loza, Mike Fridley, Tim Vera, and Tom Lauer),¹⁹⁸ capped off with a charge for \$2,634.71 for “Dinner” at Bob’s Steakhouse (HARREN, GRISWOLD, Anna Harren, Amanda Macias, Mike Fridley, Tim Vera, Art Loza, Carol Miranda, Alma Aguilar, Tom Lauer, Fanny Lauer, Roman Delgado and Art Silvas).¹⁹⁹ None of the bar or restaurant charges that appeared on the folio were supported by itemized receipts showing what was ordered. Treating the expenses of May 27 as jointly incurred by GRISWOLD and HARREN, each overspent the per \$125 allowance for this date by **\$2,026.83**. The local union paid the hotel bill.

66. As May 2022 turned to June, the extravagant spending continued without stop.

- a. On June 8, 2022, HARREN charged \$777.00 to the local union credit card at Del Frisco’s, Las Vegas NV.²⁰⁰ The receipt listed 4 guests, including HARREN, and showed they ordered 5 cocktails (\$92.00), 2 chilled Alaskan King Crab (\$172.00), 3 ribeye steaks 16 oz (\$186.00), 1 bone-in ribeye (\$95.00), and side dishes. This extravagant dinner followed drinks at the same establishment with same attendees,²⁰¹ charged to the local union credit card in the amount of \$134.71.²⁰² HARREN should have been on per diem. He overspent his per diem by **\$786.71**.
- b. On June 16, 2022, HARREN used the local union credit card to buy lunch and drinks at Santa Fe Station, Las Vegas NV, cost \$137.05.²⁰³ The listed guests were

¹⁹⁶ *Id.* GRISWOLD apparently had a second breakfast with HARREN this date, having already eaten at Bob’s Steak and Chop. *See* Exh. CG56, Bob’s Steak and Chop (5/27/2022), the combination of the two plus multiple others on HARREN’s hotel folio causing GRISWOLD to overspend his per diem for the day.

¹⁹⁷ *Id.*

¹⁹⁸ *Id.*

¹⁹⁹ *Id.*

²⁰⁰ Exh. SH110, Del Frisco’s Double Eagle (6/8/2022).

²⁰¹ The attendees listed on both receipts were HARREN, Tom Lauer, Tim Vera, and Matt Lundy.

²⁰² Exh. SH111, Del Frisco’s Double Eagle (6/8/2022).

²⁰³ Exh. SH113, Santa Fe Station (6/16/2022).

HARREN and non-Teamsters Anna Harren and Anna's co-worker Alma Aguilar; the stated purpose was "ULAN Charity Event." Later the same day, HARREN used the local union credit card for dinner and drinks at Scotch 80 Prime Steakhouse, Las Vegas NV, cost \$960.93.²⁰⁴ The listed guests and union purpose were the same, with the addition of GRISWOLD. The restaurant receipt showed 4 cocktails, 1 bottle of Cade Howell Mountain Cabernet 2018 (\$255.00), 2 Filet Mignon 8 oz (\$118.00), 1 bone-in ribeye (\$89.00), 1 bone-in New York strip steak (\$78.00), and side dishes. This day's expense belonged to the local union charity, a separate legal entity, and should not have been paid for by local union dues payers. Even if the charges were legitimate union expenses, which they were not, HARREN should have been on per diem, and he overspent the local union per diem by **\$972.98**.

c. Approximately a week later, HARREN returned to Las Vegas NV, bringing his wife Anna and her co-worker Alma Aguilar, the stated union purpose being "AFL CIO Meeting Maggie Carlton Retirement." On June 24, 2022, HARREN charged \$161.80 in lobby bar and minibar expenses to his hotel room,²⁰⁵ which the local union paid. Later the same date, he used the local union credit card at Ferraro's Italian Restaurant, cost \$388.84, for himself, his wife, and his wife's co-worker, for 3 blood orange cosmopolitans (\$48.00), a bottle of Brunello Argiano 2016 (\$168.00), and 2 orders of pasta (\$60.00), leaving a 30% tip on a \$299.11 bill.²⁰⁶ HARREN should have been on per diem, and he overspent the local union per diem allowance by **\$425.64**.

d. On June 25, 2022, HARREN charged \$128.78 for "breakfast" at Sammy Hagars in the Las Vegas airport²⁰⁷ for himself, his wife Anna, and his wife's co-worker, to purchase – at 9:26 a.m. – 3 breakfast burritos, 2 mimosas and 1 double screwdriver (drinks totaling \$49.47 before tax and tip), listing the same "union purpose" as the day previous and overspending the per diem allowance by **\$3.78**.

67. HARREN returned to Las Vegas NV in July 2022.

a. On July 12, 2022, he used the local union credit card at Ferraro's Italian Restaurant to purchase dinner and drinks (6 Bulleit rye Manhattans, 3 Ketel One martinis, total liquor expense before tax and tip: \$172.50), total cost \$447.60 (including 30% tip).²⁰⁸ The guests were himself, Tim Vera, and John [last name illegible]. The stated purpose was "Meetings in LV Grievances – Beverly Williams." He overspent the per diem allowance this date by **\$322.60**.

²⁰⁴ Exh. SH16-A, Scotch 80 Prime Steakhouse (6/16/2022).

²⁰⁵ Exh. SH114, Conrad Hotel folio (6/24/2022).

²⁰⁶ Exh. SH115, Ferraro's Italian Restaurant (6/24/2022).

²⁰⁷ Exh. SH115-A, Sammy Hagars (6/25/2022).

²⁰⁸ Exh. SH116, Ferraro's Italian Restaurant (7/12/2022).

- b. On July 13, 2022, he used the local union credit card at Del Frisco's Double Eagle, cost \$575.76,²⁰⁹ to purchase 4 steaks and 4 cocktails for himself, Tim Vera, Tom Lauer, and Lauer's non-Teamster wife Fanny, the union purpose stated as "MGM valets Ratification Mtgs." He overspent the per diem allowance this date by **\$450.76**.
- c. One and a half weeks later, HARREN was back in Las Vegas with his wife Anna Harren, using the local union credit card to buy drinks for the two of them on July 25, 2022 at the Allē Lounge in the lobby of the Conrad Hotel, cost \$195.40.²¹⁰ The same day, he took his wife on a date – still just the two of them – to Ferraro's Italian Restaurant, cost \$398.15, including a bottle of Barolo Vajra Bricco delle Viole (\$190 before tax and tip), stated purpose: "Golf Committee Mtg. HCW Trust Mtg."²¹¹ For the day, HARREN overspent the per diem allowance by **\$468.55**.
- d. HARREN rounded out this getaway with his wife Anna the next morning, July 26, 2022, at The Bagel Café, cost \$76.41, including mimosas.²¹²

68. HARREN returned twice in August 2022.

- a. On August 8, 2022, he used the union credit card to buy dinner at Del Frisco's Double Eagle for himself, Tim Vera, Tom Lauer, and Lauer's non-Teamster wife Fanny, total cost \$475.57, which included 4 Ketel One cocktails, 3 steaks and 1 order of sea bass, the stated union purpose being "Meetings in Las Vegas MGM Contracts."²¹³ He overspent his per diem allowance by **\$350.57** this date.
- b. On August 31, 2022, HARREN used the local union credit card to buy dinner at Joe's Seafood Prime Steak and Stone Crab, cost \$565.69, for himself, Tom Lauer, and Tim Vera, the stated union purpose being "Luxor Mtg," the bill including 3 cocktails (\$36.00), 2 steaks (\$144.90), and 1 order of King Crab Legs (\$199.95).²¹⁴ He overspent the per diem allowance by **\$440.69** this date.

69. HARREN returned Las Vegas September 13 to 15, 2022.

- a. He started the trip on September 13 at the Ontario CA airport, using the local union credit card to purchase 3 cocktails and a pretzel for himself, his wife Anna, and his

²⁰⁹ Exh. SH117, Del Frisco's Double Eagle (7/13/2022).

²¹⁰ Exh. SH119, Conrad Hotel folio (7/25/2022).

²¹¹ Exh. SH186, Ferraro's Italian Restaurant (7/25/2022).

²¹² Exh. SH187, The Bagel Café (7/26/2022).

²¹³ Exh. SH118, Del Frisco's Double Eagle (8/8/2022).

²¹⁴ Exh. SH17, Joe's Seafood, Prime Steak & Stone Crab (8/31/2022).

stepdaughter Amanda Macias, cost \$89.30, the stated union purpose being “Travel to Las Vegas for meetings.”²¹⁵ Once in Las Vegas, he charged \$495.74 in 5 separate transactions at the Conrad Lobby Bar to the hotel room where he was lodging; he submitted no itemized receipt identifying the person(s) who drank or the items he/she/they ordered.²¹⁶ He then spent \$1,855.39 at Ferraro’s Italian Restaurant, including 17 alcoholic drinks (\$222.00 before tax and tip) and 3 bottles of Brunello Casanova (\$175.00 each; \$525.00 total), for 10 guests, including non-Teamsters Anna Harren and Fanny Lauer.²¹⁷ He overspent the per diem allowance this date by **\$2,315.43.**

b. The next day, September 14, he charged breakfast in the amount of \$126.96; he submitted no itemized receipt identifying the person(s) who ate or the items he/she/they ordered.²¹⁸ HARREN charged 11 alcoholic drinks and a basket of chips to the local union credit card at the Paiute Golf Resort, cost \$108.00, listing 5 drinkers (himself, his wife and step-daughter, and 2 business agents), the purported union purpose for these drinks being “Meeting with Jeff Corradino from Paiute Golf Course re: charity tournament”²¹⁹ (Corradino was not listed on the receipt as a drinker). This was followed by lunch and more drinking at Santa Fe Station, a restaurant 15 minutes away from the golf course, now joined by Tom and non-Teamster Fanny Lauer for a party of 7, cost \$336.71, including 6 Cadillac Margaritas, 1 beer, and 2 vodka cocktails, stated purpose: “Meeting Re Golf – Charity Tournament.”²²⁰ These expenses belonged to the charity non-profit that was sponsoring the golf tournament, not to Local Union 986’s dues payers. Even if the charges were legitimate union expenses, which they were not, HARREN should have been on per diem, and he overspent the local union per diem allowance by **\$446.67.**

70. GRISWOLD picked up the exorbitant overspending in Las Vegas NV in late September 2022.

a. On September 27, 2022, he charged the local union credit card \$1,264 at Scotch 80 Prime Steakhouse for 6 named guests, including HARREN and his non-Teamster wife Anna Harren (although the restaurant receipt stated that 7 dined and 7 entrees were

²¹⁵ Exh. SH20, Rock and Brews Restaurant, Ontario International Airport (9/13/2022).

²¹⁶ Exh. SH23, Conrad Hotel folio (9/13/2022).

²¹⁷ Exh. SH19, Ferraro’s Italian Restaurant (9/13/2022).

²¹⁸ Exh. SH23, Conrad Hotel folio (9/13/2022).

²¹⁹ Exh. SH21, Paiute Golf Resort (9/14/2022).

²²⁰ Exh. SH22, Santa Fe Station (9/14/2022).

ordered).²²¹ The receipt also showed 8 alcoholic drinks (cost before tax and tip: \$146) and 2 bottles of Nickel Dogleg cabernet sauvignon wine (\$248.00 each; \$496.00 total). The union purpose listed was “staff/mem/Drive.” The total bill came to \$1,464.15 before tip; GRISWOLD charged the local union credit card \$1,264.15, representing payment of \$1,064.15 of the bill plus tip of \$200.00. He paid \$400 of the bill (and unknown tip, if any) on his personal card. He did not indicate what portion of the bill he regarded as personal expense or show the calculation that supported his split of the bill. GRISWOLD should have been on per diem. Even with the split bill, GRISWOLD overspent his per diem allowance by **\$1,139.15**.

b. On September 28, GRISWOLD used the local union credit card to charge an early lunch for himself and Tim Vera at Esther’s Kitchen, Las Vegas NV, checking out at 11:38 a.m., cost \$125.12, including 3 glasses of wine (\$49.00 before tax and tip), the stated union purpose being “org/nego.”²²² Later the same day, he headed the guest list at Ferraro’s Italian Restaurant for 11 named guests, cost \$2,561.25, including non-Teamsters Anna Harren and Fanny Lauer (although the restaurant receipt stated that 13 dined and 13 entrees were ordered).²²³ The receipt showed 1 bottle of Brunello wine (\$450.00) and 1 bottle of Brunello Podere wine (\$490.00). The union purpose listed was “JC42 Meetings 986 Charity Golf Tournament.” The receipt showed that the total charge, including tax and tip, was \$3,001.25, with \$440.00 paid in cash and the balance placed on the local union credit card. Handwritten on the receipt was “* paid cash for guests,” with no explanation given for who the guests were or how the cash payment was calculated. If done proportionately to the total bill, the amount paid in cash was less than 2/13ths of the bill. Further, it did not take into account that Anna Harren and Fanny Lauer were non-Teamsters who had no claim to having their meals and drinks paid for by local union members, and that 5 of the remaining 9 guests were officials of other Teamster affiliates and could seek reimbursement through their own affiliates. Regardless, GRISWOLD overspent his per diem allowance for this date by **\$2,561.37**.

c. GRISWOLD returned to Ferraro’s Italian Restaurant the next day, September 29, this time spending \$1,140.56 on the local union credit card. The total bill, before tip, was \$1,754.70 for 8 guests.²²⁴ It included 4 bottles of Barolo Einaudi Ludo wine (\$240 each; \$960 total). GRISWOLD paid half the bill with the local union credit card and listed 4 names on the receipt. He should have been on per diem, and he overspent the per diem allowance this date by **\$1,015.56**.

²²¹ Exh. CG6, Scotch 80 Prime Steakhouse (9/27/2022).

²²² Exh. CG7, Esther’s Kitchen (9/28/2022).

²²³ Exh. CG8, Ferraro’s Italian Restaurant (9/28/2022). Although GRISWOLD led the dining party, HARREN presented the local union credit card for payment.

²²⁴ Exh. CG9, Ferraro’s Italian Restaurant (9/29/2022).

d. The next day, September 30, GRISWOLD used the local union credit card at Bardot Brasserie, cost \$852.41, for 4 named guests (GRISWOLD, 2 business agents, and 1 insurance broker vendor), the stated union purpose being “org/nego.”²²⁵ The receipt listed entrees plus 4 cocktails and 2 bottles of red wine (Cos Labory, \$145, and Chateau Gloria, \$150). GRISWOLD should have been on per diem, and he overspent the per diem allowance this date by **\$727.41**.

71. HARREN made another trip to Las Vegas in October 2022, overspending the per diem allowance each day:

a. On October 2, 2022, he charged \$1,150.02 to the union credit card at Pkwy Tavern Decatur, purpose: “Local 986 Staff Appreciation with Local 14 and 631 as invited guests.”²²⁶ HARREN listed 15 names on the receipt, including his wife Anna. The itemized receipt, which was closed at 10:09 a.m., included 111 alcohol drinks plus a small pizza, a chicken sandwich, an order of wings and one of fries. Later the same day, he used the union credit card at Mabel’s BBQ to buy himself and his wife Anna dinner plus 2 glasses of wine and a beer, cost \$104.70,²²⁷ stated purpose: “Liberty Dental Plan MGM Enrollment Mtgs.” HARREN overspent the per diem allowance this date by **\$1,129.72**.

b. The next day, October 3, he charged “In Room Dining” for “coffee, tea, pastries” for himself and his wife Anna to his hotel room, cost \$164.22; followed by separate charges to the room for himself and his wife at Casa Calavera (\$75.86) and Bar at Commons Club (\$38.43).²²⁸ HARREN did not submit itemized receipts for any of these 3 transactions. He also used the union credit card at Eat, cost \$62.93, for sandwiches for himself, his wife Anna, and business agent Tim Vera, stated purpose: “Enrollment Mtgs for MGM back end.”²²⁹ HARREN overspent the per diem allowance this date by **\$216.44**.

72. The next week, October 10 and 11, 2022, HARREN traveled to San Francisco, taking his wife Anna once again.

²²⁵ Exh. CG10, Bardot Brasserie (9/30/2022).

²²⁶ Exh. SH24, Pkwy Tavern Decatur (10/2/2022).

²²⁷ Exh. SH25, Mabel’s BBQ (10/2/2022).

²²⁸ Exh. SH27, Virgin Hotel Las Vegas folio (10/3/2022). The purpose stated on the folio was “Enrollment meetings for MGM Backend Liberty Dental Plan and Zenith American Solutions.”

²²⁹ Exh. SH26, Eat (10/3/2022).

- a. On October 10, 2022, he charged an expense at Cityscape, a Hilton restaurant, to his hotel room, cost \$480.53, no itemized receipt, Anna Harren being one of the attendees (and the only non-member).²³⁰ The same day, he used the union credit card to charge \$465.28 at John's Grill, including lunch and 8 alcoholic drinks for 8 named individuals, Anna Harren being one (again the only non-member), stated purpose: "Western Region meetings."²³¹ This was followed roughly 3 hours later by a charge at Bartlett Hall, same stated purpose, cost \$473.91, the receipt listing 24 alcoholic drinks and an order of chicken wings, the guest list of 14 including Anna Harren and 3 others who were not members of Local Union 986.²³² HARREN exceeded the per diem allowance for this day by **\$1,294.72**.
- b. The next day, October 11, 2022, HARREN returned to John's Grill for a lunch date with his wife Anna, cost \$134.41, including a pomegranate cosmopolitan and a beer, stated purpose: "Western Region Meetings."²³³ This was followed less than 2 hours later with a charge of \$158.76 at the airport establishment of Bourbon Pub, with the same stated purpose, the receipt listing 2 glasses of wine (\$54.00 total), 2 Old Fashioned cocktails (\$32.00 total), 1 beer (\$13.00), and an order of chicken tenders, this time for 3 persons (HARREN, Anna Harren, and Emerson Diaz, a business agent for a different Teamsters local union).²³⁴ HARREN exceeded the per diem allowance for this day by **\$168.17**.

73. Days after HARREN's overspending in San Francisco, GRISWOLD did his own, with HARREN in tow, in Lake Tahoe.

- a. On October 13, 2022, GRISWOLD charged a meal at the Edgewood Tahoe Resort, Stateline NV to the local union credit card, cost \$823.29, stated purpose: "UAL SS Training."²³⁵ Present in addition to GRISWOLD and HARREN were local union recording secretary Vivian Garcia and office clerical Adriana Sanchez. The receipt showed that 5 guests were present and 5 entrees ordered (1 veal chop, 1 turbot, 1 branzino, and 2 orders of elk), yet GRISWOLD named and acknowledged only 4 guests. GRISWOLD denied at sworn examination that a personal guest dined with the 4 named individuals, and he stated he could not recall who the fifth person was.²³⁶ The

²³⁰ Exh. SH33, Cityscape charge on Hilton hotel folio (10/10/2022).

²³¹ Exh. SH30, John's Grill (10/10/2022).

²³² Exh. SH28, Bartlett Hall (10/10/2022).

²³³ Exh. SH32, John's Grill (10/11/2022).

²³⁴ Exh. SH31, Bourbon Pub (10/11/2022).

²³⁵ Exh. CG11, Edgewood Tahoe Resort (10/13/2022).

²³⁶ Exh. SE3, Sworn examination of Chris GRISWOLD, p. 43.

receipt also showed \$254.00 (before tax and tip) in alcohol purchases, including 5 cocktails and 1 bottle of Ghost Block Cabernet (\$168.00 for the bottle). GRISWOLD overspent the per diem allowance for this date by **\$698.29**.

b. The next day, October 14, 2022, GRISWOLD charged an expense at the Riva Grill, Lake Tahoe CA, to the local union credit card, cost \$812.48, purpose: "UAL SS Training," this time for 7 named guests (GRISWOLD, HARREN, and 5 persons who were not members of Local Union 986. However, the receipt once again showed there were 8 guests (2 Herb-Roasted chicken, 2 Pork Tenderloin, 1 Filet Mignon, 1 Filet and Scampi, 1 Pacific Salmon, and 1 Cobb Salad).²³⁷ At sworn examination, GRISWOLD first speculated that the Cobb Salad was a side salad, testifying that "Teamsters eat a lot."²³⁸ It was not.²³⁹ He then declared that if "someone [was] missing on the receipt, it was a mistake."²⁴⁰ However, he made the same "mistake" at the Edgewood the previous night, casting serious doubt on his claim of negligence and suggesting that he embezzled union funds to purchase dinner and drinks for a person even he could not justify as having a union purpose. GRISWOLD overspent the per diem allowance for this date by **\$687.48**.

74. Exorbitant overspending continued in November 2022.

a. On November 27, 2022, GRISWOLD, in Washington DC, bought dinner and drinks for himself, Rosell, and William Hamilton at Truluck's Ocean's Finest Seafood and Crab, cost \$570.47, stated purpose: "DHL." The bill included 3 cocktails and 1 bottle of Rochioli Pinot Noir (\$168.00).²⁴¹ All of the attendees were officers or directors of the IBT with access to expense reimbursement policies of that organization, and GRISWOLD and Hamilton were officers of local unions with their own reimbursement policies. This dinner followed an unspecified food or beverage charge GRISWOLD made to his room at the Hilton Capitol Hill of \$53.40,²⁴² for which GRISWOLD did not submit an itemized receipt. If the stated purpose of the dinner with Rosell and Hamilton was a concern of Local Union 986, GRISWOLD should have

²³⁷ Exh. CG12, Riva Grill (10/14/2022).

²³⁸ Exh. SE3, Sworn examination of Chris GRISWOLD, p. 46.

²³⁹ <https://www.rivagrill.com/lunch-amp-bar-menu.html>. The menu lists the Cobb Salad not with the salads but with "Deck Favorites," and states that it includes blackened chicken. One 5-star Open Table review left 5/12/2024 declared, "Food was amazing! Cobb salad was big enough for two people." <https://www.opentable.com/riva-grill>, Reviews, search "Cobb Salad."

²⁴⁰ Exh. SE3, Sworn examination of Chris GRISWOLD p. 47.

²⁴¹ Exh. CG16, Truluck's Ocean's Finest Seafood and Crab (11/27/2022).

²⁴² Exh. CG15, Hilton Capitol Hill folio (11/27/2022). The charge, made at the Federal City Bar & Lounge within the Hilton Capitol Hill, was \$71.40; it was offset by an automatic food and beverage credit of \$18.00 the hotel granted GRISWOLD, netting the amount of the charge at \$53.40.

been on local union per diem, and he overspent the per diem allowance this date by **\$498.87**.

b. On November 28, 2022, HARREN charged \$1,405.55 to the local union credit card at Morton's The Steakhouse, Las Vegas NV, stated purpose: "Holiday Mtg Las Vegas Members." He listed 8 names, including his wife Anna Harren and Tom Lauer's wife Fanny Lauer, neither of them Teamsters let alone "Las Vegas Members." The items ordered included 8 alcohol drinks plus a bottle of Freemark Abbey Cabernet Sauvignon (\$145.00).²⁴³ HARREN should have been on per diem this date; he overspent the local union per diem allowance by **\$1,280.55**.

c. The holiday meeting apparently continued the next night, November 29, at Ferraro's Italian Restaurant, where HARREN charged \$1,900.58 to the local union card. This night, the same 8 from the previous night were joined by GRISWOLD, fresh in from Washington DC, and the bill included 8 cocktails and 1 bottle of Barolo Lodali Lorens (\$890.00).²⁴⁴ At sworn examination, GRISWOLD did not dispute the \$890.00 charge for the wine but contended that it was for more than 1 bottle, even though the receipt listed the quantity of each item ordered and "1" is the listed quantity of the wine bottle sold.²⁴⁵ HARREN, who incurred the charge, should have been on per diem; he overspent the per diem allowance this date by **\$1,775.58**.

75. The local union credit card was used extensively for unreasonable expenses 2 weeks later at Joint Council 42 meetings in Palm Springs CA.

a. On December 8, 2022, GRISWOLD charged breakfast to his room at the Margaritaville Resort, cost \$56.98. He did not submit an itemized receipt for the expense but noted on his hotel folio that it was for himself and Rosell.²⁴⁶ Later that day, he used the union credit card to buy dinner and drinks at Copley's on Palm Canyon, cost \$774.85, stated purpose: "JC42." The guests were himself, Rosell, Paul Mihalow

²⁴³ Exh. SH35, Morton's The Steakhouse (11/28/2022).

²⁴⁴ Exh. SH36, Ferraro's Italian Restaurant (11/29/2022).

²⁴⁵ Exh. SE3, Sworn examination of Chris GRISWOLD (p. 54): "Q And the restaurant charge shows a single bottle of wine with a cost of \$890 dollars. Right? Do you see that? A I see it. I don't believe it's correct. Q It's a Barolo Lodali Lorens? A Yeah. That would be more than one bottle of wine. That's not one." The current version of the wine list at Ferraro's Italian Restaurant does not show the wine title and bin number (16228) that appears on the 11/29/2022 receipt; however, similar bin numbers (5-digits beginning with 16) appear on p. 60 of the 63-page wine list in the category "Large Format Bottles Piemonte," where the listed wines are bottled in 1.5 L or 3.0 L bottles (a standard wine bottle is 750 ml or 0.75 liters). See <https://www.ferraroslaspasvegas.com/wp-content/uploads/2025/11/WineList112825.pdf>

²⁴⁶ Exh. CG18, Margaritaville Resort folio (12/08/2022).

and his wife Chris Mihalow (both Mihalows were employed by Joint Council 42)²⁴⁷, and Local Union 986 business agent Hector Delgado. The bill included 4 cocktails and 1 bottle of Trilogy wine (\$150.00).²⁴⁸ GRISWOLD should have been on per diem allowance for the day. He overspent the allowance by **\$706.56**.

b. On December 9, 2022, HARREN charged breakfast (“License to Chill – Breakfast,” cost \$50.42); another expense, like beverage (“5 o’clock Somewhere – All Day,” cost \$92.11); and dinner (“JWB – Dinner,” cost \$130.97) to his room at the Margaritaville Resort, totaling \$273.50,²⁴⁹ all without itemized receipts and without identifying the individual(s) who dined and drank on the local union credit card. The same date, December 9, GRISWOLD made 2 charges to his room, one labeled “Room Service - Breakfast,” cost \$35.81, next to which he wrote his initials, the other labeled “Room Service – Lunch,” cost \$129.62, next to which he wrote “E Board.”²⁵⁰ He did not submit an itemized receipt for either of these charges. Later that evening, HARREN charged \$1,949.43 to the local union credit card at LG’s Prime Steakhouse, stated purpose: “JC42 Delegates Mtg. 986 Trustees Holiday Dinner.”²⁵¹ On the guest list were HARREN’s wife Anna, GRISWOLD and his wife Lisa, trustee Art Silvas and his spouse, trustee Audrey Scates and his spouse, vice president Beverly Williams, and Chris Rosell. Fully half of those attending were not members of Local Union 986, and they consumed 8 cocktails, 2 beers, and 2 bottles of Silver Oak Alexander Valley wine (\$157.00 each; \$314.00 total). The average per person cost of dinner was \$194.94; the average cost when divided only among the members present was \$389.89, both of which were manifestly unreasonable expenditures of union dues for personal pleasure. The two users of the local union credit card, GRISWOLD and HARREN, should have been on per diem. GRISWOLD overspent the allowance by **\$4.62**; HARREN overspent it by **\$2,097.93**.

76. GRISWOLD returned to Washington DC for IBT General Executive Board meetings where, on December 12, 2022, he used the union credit card at Joe’s Seafood, Prime Steak and Stone Crab, cost \$1,325.24, stated union purpose: “org.”²⁵² The listed guests were GRISWOLD,

²⁴⁷ Exh. SE2, Sworn examination of Sean HARREN, p. 31.

²⁴⁸ Exh. CG17, Copley’s on Palm Canyon (12/8/2022).

²⁴⁹ Exh. SH39, Margaritaville Resort folio (12/9/2022).

²⁵⁰ Exh. CG18, Margaritaville Resort folio (12/9/2022).

²⁵¹ Exh. SH193, LG’s Steakhouse (12/9/2022).

²⁵² Exh. CG20, Joe’s Seafood, Prime Steak and Stone Crab (12/12/2022).

Rosell, and GEB members Mark Davidson and Peter Finn. It defies imagination that only 4 persons dined, however, as the bill included a 1 pound entree of Alaskan King Crab (\$124.95), a Select order of Florida Stone Crab (\$79.95), 2 orders of oysters (6 oysters each), 1 Filet Mignon (\$46.95), 3 orders of Beef Wellington (\$62.95 each; \$188.85 total), 3 cocktails, 1 glass of wine, and 2 bottles of Burgess red wine (\$165.00 per bottle; \$330.00 total). This meal was not legitimately local union business, as all the guests (GRISWOLD included) were GEB members and/or IBT directors purportedly discussing the organizing work for which Rosell, one of the guests, was responsible. If Local Union 986 dues payers were responsible for GRISWOLD's expenses, he should have been on per diem allowance, and he overspent that allowance on this date by **\$1,200.24**.

77. On December 18, 2022, HARREN used the local union credit card for two expenses that neither had a union purpose nor were reasonable.

- a. At 10:17 a.m. that day, he charged breakfast for himself and his wife Anna Harren at Mama's Comfort Food and Cocktails, Los Alamitos CA, cost \$112.10, stated purpose: "Colette's Children's Home volunteer event."²⁵³ The breakfast included a "Bottomless Mimosa" (\$21.99) and a "1/2 Mary" (a standard-sized Bloody Mary, \$14.99, as distinguished from the "Mama Mary" Bloody Mary).²⁵⁴ This expense, just for HARREN and his wife, had no union purpose and was unreasonable. Colette's Children's Home is a charity supported by the Local 986 charity; if this meal was reimbursable at all, it was by the charity, not by the local union. Further, spending union dues on breakfast cocktails for the local union president and his wife is manifestly unreasonable. The full **\$112.10** was personal expense to HARREN.
- b. HARREN doubled down at 3:04 p.m. the same day, charging \$246.11 to the local union credit card at Pete's Sunset Grille, Huntington Beach CA, for himself, his wife Anna Harren, his long-time non-Teamster friend John Cunningham and Cunningham's non-Teamster wife Darla, non-Teamster Billy O'Connell, and local union business agents Roman Delgado and Art Loza, stated purpose: "Colette's Children's Home

²⁵³ Exh. SH163 (Mama's Comfort Food and Cocktails (12/18/2022)).

²⁵⁴ See <https://www.mamason39.com/huntington-menu#menu=cocktails>.

Event. Volunteers.”²⁵⁵ These volunteers enjoyed 6 beers, 3 cocktails (including a Mexican Pipeline²⁵⁶, \$16.00); some also ate food (2 cheeseburgers, 1 poke bowl, 1 pretzel). Again, this expense, if not entirely personal, belonged to the Local 986 Charity and not to the local union; further, spending dues dollars on excessive alcoholic refreshment (for HARREN and his wife Anna, breakfast drinks and afternoon beer or cocktails) is a patently unreasonable expenditure of union dues. The full **\$246.11** was personal expense to HARREN.

78. In January 2023, HARREN used the local union credit card to travel to Orlando FL for the IBT scholarship fund dinner. The dinner was held Saturday evening, January 14, 2023²⁵⁷ HARREN and his wife Anna arrived early Friday morning and left Sunday evening.²⁵⁸ For this excursion, Local Union 986 dues payers paid all the meal expenses for HARREN and his wife, including HARREN’s business class round-trip on American Airlines, cost \$1,807.21,²⁵⁹ hotel, cost \$1,408.87,²⁶⁰ and meals detailed here. The expenditures were excessive for this husband/wife getaway.

a. On Friday, January 13, 2023, the day before the scholarship dinner, HARREN used the local union credit card at RIX Lounge, Lake Buena Vista FL, to purchase lunch and drinks for himself and his wife Anna, cost \$87.23.²⁶¹ Three hours later, he used the card again at Kobe Mai Hana Asian Cuisine, cost \$138.86, for 11 alcoholic drinks

²⁵⁵ Exh. SH41, Pete’s Sunset Grille (12/18/2022).

²⁵⁶ See <https://petessunsetgrille.com/menus/drink-menu/>

²⁵⁷ See <https://teamster.org/wp-content/uploads/2022/11/11142022TSFDigitalInvitation.pdf>

²⁵⁸ Exh. SH43, flight itinerary for HARREN, 1/12/2023 to 1/15/2023, American Airlines first or business class. *See also* Exh. AX11, American Express statement excerpt, billing period ending 12/19/2022, p. 12/15.

²⁵⁹ *Id.* This was an extravagant airfare. The local union paid \$537.20 base coach airfare of business agents Rodrigo Pastrano and Kirk Gurule. Equally extravagant was GRISWOLD’s business class airfare of \$1,787.20 for a similar itinerary. Exh. AX11, American Express statement excerpt for billing period ending 12/19/2022, p. 4/15.

²⁶⁰ Exh. SH194, Missing receipt for Orlando hotel (1/13/2023 to 1/15/2023). Because HARREN failed to submit a hotel folio for this expense, the IIO investigation cannot determine whether he charged additional food and beverage expense to his hotel room.

²⁶¹ Exh. SH120, RIX Lounge 91/13/2023).

for 8 persons, 4 of them (including Anna Harren) not members of Local Union 986. He followed this expenditure an hour later at the same restaurant, cost \$851.33, for food and another 9 alcoholic drinks, for 10 persons, 4 of them (including Anna Harren) not members of the local union.²⁶² Of these 4, one was Gina Gurule, spouse of business agent Sammy Gurule; another was Socorro Pastrano (spouse of business agent Rodrigo Pastrano). HARREN testified at sworn examination that there was no union purpose in paying the dinner expenses of these spouses. The same reasoning applies to Anna Harren. At minimum, HARREN should have been on per diem allowance for this day. He overspent that allowance by \$952.42.

b. The next day (the day of the scholarship dinner), HARREN used the local union credit card to take his wife Anna out for lunch and drinks at Epcot Center Via Napoli, cost \$142.92.²⁶³ No union purpose justified this expense. At minimum, HARREN should have been on per diem allowance for this day. He overspent that allowance by \$17.92.

c. The next day, Sunday, January 15 (the day of departure), HARREN used the local union credit card to take his wife Anna back to RIX Lounge for snacks, a sandwich, and 6 alcoholic drinks (1 beer, 1 double Whiskey, 1 Mimosa flight, 2 Vodkas, and 1 Bloody Mary), cost \$165.61, checking out of this establishment at 2:22 p.m.²⁶⁴ He followed this at the Ruby Tuesday Orlando airport at 3:46 p.m. with 5 more drinks for himself and his wife Anna, cost \$109.63.²⁶⁵ No union purpose justified these expenses. At minimum, HARREN should have been on per diem allowance for this day. He overspent that allowance by \$150.24.

d. HARREN should have been on per diem allowance for this trip. Moreover, nothing justified flying business class to this destination, when others from the local union flew coach. All told, the amount by which he overspent his per diem (\$2,073.00) and overpaid for airfare (\$1,270.01) was **\$3,343.01**.

79. On February 27, 2023, HARREN was back in Las Vegas using the local union credit cards for dubious purposes.

a. He charged \$131.13 at Del Frisco's Double Eagle for 7 drinks (2 Ketel One vodka cocktails, 3 Makers Mark Old Fashioned cocktails, and 2 pours of Blanton's bourbon)

²⁶² Exh. SH121, Kobe Mai Hana Asian Cuisine bar and restaurant bills (1/13/2023).

²⁶³ Exh. SH122, Epcot Center Via Napoli (1/14/2023).

²⁶⁴ Exh. SH124, RIX Lounge (1/15/2023).

²⁶⁵ Exh. SH123, Ruby Tuesday Orlando airport (1/15/2023).

for 4 persons, including himself, 2 business agents, and 1 IBT representative.²⁶⁶ Uncharacteristically, this charge was placed on the Visa card issued by the local union to HARREN, rather than the American Express card he typically used. The same date, he charged \$600.69 to the local union American Express at Del Frisco's.²⁶⁷ HARREN should have been on per diem this date. He overspent the per diem allowance by **\$606.82.**

80. GRISWOLD used the local union credit card again in Washington DC on March 21, 2023, when he was in the city of quarterly GEB meetings. The venue for this expenditure was Truluck's Ocean's Finest Seafood, cost \$645.43, 4 guests, all of them (including GRISWOLD) members of the GEB. The stated purpose was "org."²⁶⁸ GRISWOLD did not include an itemized statement of items ordered, which is an independent basis for rejecting the charge altogether. Moreover, these guests should have been on IBT per diem rather than placing the expense on the dues paying members of Local Union 986. At minimum, if Local Union 986 was responsible for GRISWOLD's expenses, he overspent the per diem allowance by **\$520.43.**

81. The Joint Council 42 meetings in Hawaii, scheduled Tuesday, March 29 through Friday, April 1, 2023, presented a classic example of extravagant overspending with no legitimate union purpose, costing local union dues payers tens of thousands of dollars, where the local union paid for the travel, meals, and bar expenses not only of local union officers and staff but also for the spouses and significant others of union staff. This 6-day squandering of union resources had no purpose other than to give staff and their partners an all-expenses-paid vacation at the unwitting generosity of the membership.

a. The local union executive board approved the trip on February 17, 2023, authorizing "Secretary-Treasurer Griswold to send whomever he deems necessary to attend the JC 42 Executive Board & Delegates' Meetings on March 29-April 1,

²⁶⁶ Exh. SH165, Del Frisco's Double Eagle (2/27/2023).

²⁶⁷ Exh. AX16, American Express statement excerpt for period ending 3/19/2023, p. 7/11.

²⁶⁸ Exh. CG21, Truluck's Ocean's Finest Seafood (3/21/2023).

2023.”²⁶⁹ The timing and language of this resolution was noteworthy for two reasons. First, the booking of flight reservations for the trip had started more than 3 months earlier, in October 2023, not only for local union officers and staff but for their spouses and significant others as well, signaling that GRISWOLD had long before determined that staff and their domestic partners would go on the trip. Second, GRISWOLD had an expansive concept of the persons he deemed “necessary” to attending the meetings. The only officer of Local Union 986 on the joint council executive board was GRISWOLD. The only members of the joint council delegate body from Local Union 986 were the executive board members of the local union. Yet, GRISWOLD determined that 17 representatives of the local union (10 more than those who served as delegates) should attend. In addition, he determined that spouses and significant others of staffers should travel to the location of meetings of an intermediate Teamster body they had nothing to do with, whether as JC42 executive board members, delegates, or even members of the Teamsters union at all. This perversion of the term “necessary” to include domestic partners and local union staff who had no role with the joint council is evidence of GRISWOLD’s corruption and breach of his fiduciary duty to safeguard the local union treasury.

b. On November 17, 2022, then-local union recording secretary and bookkeeper Vivian Garcia began making flight reservations for staff and spouses/significant others,²⁷⁰ including but not limited to:

- Business agent David Saucedo and spouse Sherry, Alaska Airlines, departure date Tuesday, 3/28/2023, cost per person \$778.70.
- Business agent Hector Delgado and spouse Sandra Guzman, Hawaiian Airlines, departure date Tuesday, 3/28/2023, cost per person \$717.00.
- Business agent Tim Vera and spouse Shawn Wagner, Hawaiian Airlines, departure date Tuesday, 3/28/2023, cost per person \$588.50.
- Trustee Audrey Scates and spouse Herdestine, United Airlines, departure date Tuesday, 3/28/2023, cost per person \$500.24.
- Business agent Art Loza, Hawaiian Airlines, department date Tuesday, 3/28/2023, cost \$717.00.
- Business agent Hector Delgado, Hawaiian Airlines, departure date Tuesday, 3/28/2023, cost \$717.00.
- Business agent Cliff Batham and spouse Jessica Batham, Hawaiian Airlines, departure date Tuesday, 3/28/2023, cost per person \$717.00.
- Business agent Mike Fridley and spouse Kristina, United Airlines, departure date Tuesday, 3/28/2023, cost for Mike \$220.00 (\$187.00 + \$33.00 for preferred seat upgrade), cost for Kristina \$445.01.

²⁶⁹ Exh. EB38, Minutes of local union executive board (2/17/2023). The meetings commenced on Wednesday, March 29 and concluded Friday, March 31, with Saturday, April 1 as a return day.

²⁷⁰ Exh. AX10, American Express billing statement excerpt for period ending 11/19/2022, pp. 9/20, 10/20, 11/20.

She made additional reservations the next day, November 18, 2022:²⁷¹

- Business agent Tom Lauer and spouse Fanny, Hawaiian Airlines, departure date Tuesday, 3/28/2023, cost per person \$737.00.
- Office clerical Amanda Macias and boyfriend Corey Virgilio, Hawaiian Airlines, departure date Tuesday, 3/28/2023, cost per person \$737.00.
- Business agent Roman Delgado, Hawaiian Airlines departure date Tuesday, 3/28/2023, cost \$717.00.

She made more reservations on December 13, 2022:

- Trustee Henry Chavez and son Henry Jr., Hawaiian Airlines, departure date Tuesday, 3/28/2023, cost per person \$717.00.

c. Well before Garcia swung into action purchasing tickets for union officers and employees and their spouses and partners, HARREN on October 9, 2022 purchased tickets for himself and his wife Anna for the Hawaii trip with the local union credit card. He booked travel that arrived in Honolulu on Sunday, March 26, 3 days before the meetings were scheduled to start and 2 days before the rest of the local union entourage was to fly in. In addition, he booked business class seats on American Airlines, at \$1,749.06 per person.²⁷² At this outsized price, the ticket HARREN purchased for himself exceeded the cost of the other travelers paid for by the union by at least **\$1,032.06**, and HARREN should have been held personally responsible for the difference. Moreover, he should have been held personally responsible for the full cost of his wife Anna's ticket, **\$1,749.06**. The cost of these tickets was obviously unreasonable and was explained only by HARREN's apparent belief that he was entitled to have the union pay for him and his wife to fly in the added comfort of business class for the 6-hour flight from LAX to HNL. Further, his decision to fly in early gave him an additional 2 days of union-funded lodging, dining and drinking compared with the rest of the union travelers.

d. Yet HARREN's arrangements paled in comparison with those of GRISWOLD, who flew in on Friday, March 24, 5 days before the meetings were to start and 2 days before HARREN arrived, giving him a 5-day stay in a union-paid hotel with union-provided meals and drinking before the union meetings that were used to justify the trip would start. GRISWOLD's airfare, also on American Airlines in business class, ran \$2,249.06;²⁷³ this sum was \$500 more than HARREN's exorbitant fare and more than three times the average fare for local union staff. No credible union purpose justified this overspending on airfare or the extended hotel stay and dining expense, and GRISWOLD should have paid the difference between his airfare and that of the

²⁷¹ Exh. AX11, American Express billing statement excerpt for period ending 12/19/2022, pp. 7/15, 8/15.

²⁷² Exh. AX12, American Express statement for billing period ending 10/19/2022, p. 15/20.

²⁷³ Exh. AX11, American Express statement for billing period ending 12/19/2022, p. 5/15.

highest fare paid for a union staffer flying from LAX to HNL (\$717.00), which calculates to **\$1,532.06**.

e. As noted, the local union paid to send at least 17 officers and staff and at least 9 spouses, significant others, or family members to Hawaii. It placed all officers and staff – except GRISWOLD and HARREN – on per diem allowance.²⁷⁴ The rest (vice president Beverly Williams, business agents Roman Delgado, Hector Delgado, Tom Lauer, Tim Vera, Caesar Borjas, Cliff Batham, James Elmore, Michael Fridley, Art Loza, David Saucedo, Aubrey Scates, trustees Henry Chavez and Steve Loone, social media and website manager Rene Holliday, and office clericals Amanda Macias and Eileen Rivera) each received lump sum payments of \$750.00, representing 6 days at \$125.00 per day. Under local union policy, persons placed on per diem allowance were not permitted to use the union credit card for meals and beverages, nor were they permitted to accept such meals and beverages that were paid for by the union credit card.²⁷⁵ Nothing in union policy nor in principle permitted GRISWOLD or HARREN to exempt themselves from the per diem allowance.

f. GRISWOLD stayed at the Hyatt Regency Waikiki Beach Resort and Spa from March 24 to April 2, a total of 9 nights, cost \$4,158.81.²⁷⁶ He did not submit the hotel folio detailing the expenses. Instead, he annotated the American Express statement with explanations for the charges. This failure to submit the folio violated local union accounting standards and did not rule out that GRISWOLD charged meal and beverage expenses to his room.

g. HARREN, staying 7 nights at the same hotel (2 fewer than GRISWOLD), submitted a hotel folio showing total charges of \$3,207.74,²⁷⁷ which included \$455.68 in lunch and dinner charges that HARREN reimbursed. As such, the per night cost of HARREN’s hotel was \$393.15, of which at least 3 (2 nights before others arrived and the second night after meetings concluded) should have been treated as purely personal expense (**\$1,179.45**) because they were incurred without union purpose. For GRISWOLD, who stayed 2 additional nights when compared with HARREN – 5 nights without union purpose (4 nights before others arrived and the second night after meetings concluded) – at least **\$1,965.75** of his hotel bill should have been treated as personal expense.

²⁷⁴ Exh. SH206, Paystubs showing 6 days of per diem allowance paid to 17 staff members for period 3/28/2023 through 4/2/2023.

²⁷⁵ Exh. EB25, Executive Board meeting minutes (8/24/2021).

²⁷⁶ Exh. CG87, GRISWOLD-annotated American Express billing statement excerpt for period ending 4/19/2023.

²⁷⁷ Exh. SH195, Hyatt Regency Waikiki Beach Resort and Spa folio (3/26/2023).

h. On March 26, HARREN used the local union credit card at Cheeseburger In Paradise for burgers and beers, cost **\$75.27**, guests: himself and his wife Anna.²⁷⁸ This expense was incurred 2 days before the rest of the local union entourage arrived and 3 days before meetings commenced. Like the hotel expense for this date, this meal should have been treated as personal expense; indeed, HARREN reimbursed the local union for a personal “swim lunch food” expense of \$186.93 added to his hotel room the same date.²⁷⁹ He did not, however, reimburse the local union for these burgers and beers.

i. On March 27, 2023, another day that should have been treated as personal expense, HARREN used the local union credit card at 9:55 a.m. to buy himself and his wife Anna breakfast at Hula Grill Waikiki, cost **\$72.73**, including a beer and a Polynesian Pick Me Up vodka and orange juice cocktail.²⁸⁰ That evening, GRISWOLD bought dinner for himself, HARREN and wife Anna Harren on the local union credit card at Duke’s Waikiki, cost **\$379.60**, including a bottle of Kistler Pinot Noir wine (\$115.00).²⁸¹ Both of these transactions should have been treated as personal and without union purpose.

j. The next day, March 28, 2023, both GRISWOLD and HARREN should have been on per diem allowance, just as the 15 other union travelers arriving that date were. Despite this fact, HARREN again used the union credit card to buy breakfast for himself and his wife Anna at Hula Grill Waikiki, cost \$58.69.²⁸² HARREN then opened a tab at 12:55 p.m. at the Moana Surfrider Beach Bar, listing only himself and his wife Anna as guests. The register receipt totaled \$233.51 before tip and included 9 cocktails (4 Lanikai Breezes, 3 Mai Tais, 2 Pau Maui vodkas) and some food (1 order of nachos; 1 shrimp bowl). It is obvious that more drinkers were present than simply HARREN and his wife Anna. HARREN wrote on the receipt “Paid cash for personal expenses,” but did not detail what the expenses were or why some were personal and others belonged to the union. The total amount charged to the union credit card was \$160.51, which HARREN signed for at 2:47 p.m.²⁸³ HARREN then moved a 3-minute walk away to the Maui Brewing Company, where he charged \$332.87 to the union credit card for a bill that was approximately 75% for alcoholic beverages. HARREN listed himself and 6 guests; of these, only HARREN and Tom Lauer were members of

²⁷⁸ Exh. SH168, Cheeseburger in Paradise Waikiki (3/26/2023).

²⁷⁹ Exh. SH195, Hyatt Regency Waikiki Beach Resort and Spa folio (3/26/2023).

²⁸⁰ Exh. SH169, Hula Grill Waikiki (3/27/2023).

²⁸¹ Exh. CG22, Duke’s Waikiki (3/27/2023).

²⁸² Exh. SH170, Hula Grill Waikiki (3/28/2023).

²⁸³ Exh. SH174, Moana Surfrider Beach Bar (3/28/2023). He apparently paid \$100.00 cash for part of the bill.

the local union.²⁸⁴ The rest (Anna Harren, Fanny Lauer, Carrie Hills, Corey Virgilio, and Sandra Guzman) were spouses or significant others of union staff.²⁸⁵ Indeed, it is highly improbable that the spouse of Carrie Hills (Hector Delgado), the spouse of Sandra Guzman (Roman Delgado), and the girlfriend of Corey Virgilio (Amanda Macias) were not present on this occasion, having just landed with most of the other named guests from the mainland. What is much more likely is that they were present and participated in the drinking and eating but HARREN did not list them on the receipt because they were on per diem allowance and local union policy prohibits using the union credit card to buy food or beverage for staff receiving per diem. This omission on HARREN's part is evidence of embezzlement. While on one hand HARREN appears to have concealed his act of using the union credit card to buy food and drink for staff on per diem, he listed Tom Lauer on the receipt, a union business agent who also had been paid per diem for the day. This action violated union policy. HARREN paid this bill at 4:36 p.m. HARREN himself should have been on per diem this date. Aside from the other violations presented here, he overspent the per diem allowance by **\$427.07**.

k. That evening, March 28, 2023, HARREN and his wife Anna joined GRISWOLD at Taormina's Sicilian Cuisine, where GRISWOLD charged \$1,575.65 to the union credit card. He did not submit an itemized receipt; rather, he annotated the American Express statement with a list of persons who attended.²⁸⁶ In addition to GRISWOLD, HARREN and wife Anna Harren, the other guests were Paul and Chris Mihalow (Joint Council 42 staff), Blake and Denise Longo (insurance representative and spouse), and Chris Rosell (IBT director of organizing). GRISWOLD, HARREN, both Mihalows, and Rosell should have been on per diem allowance from their respective Teamster organizations. GRISWOLD overspent the per diem allowance by **\$1,450.65**, and he violated local union accounting standards by failing to submit the itemized receipt for the expenditure.

l. The next day, March 29, 2023, was the first day of joint council meetings. HARREN started the day once again with breakfast at the Hula Grill Waikiki.²⁸⁷ This day, the receipt showed 4 guests, but HARREN listed only 3 (himself, his wife Anna, and Corey Virgilio, boyfriend of stepdaughter Amanda Macias). Four breakfast entrees were ordered, together with 5 alcoholic drinks (4 Polynesian Pick Me Ups, 1 Bloody Mary). It is obvious that the 4th unnamed person was Amanda Macias, the girlfriend of Virgilio and the daughter/stepdaughter of Anna Harren and HARREN. The bill

²⁸⁴ Exh. SH172 and SH173, Maui Brewing Company (3/28/2023).

²⁸⁵ Exh. SE2, Sworn examination of Sean Harren, p. 48: HARREN testified that paying for Virgilio's drinks and food "would have been a mistake;" at p. 50, HARREN testified that paying for spouses "was a mistake. It should have been reimbursed."

²⁸⁶ Exh. CG87, GRISWOLD-annotated American Express billing statement excerpt for period ending 4/19/2023.

²⁸⁷ Exh. SH175, Hula Grill Waikiki (3/29/2023).

before tip \$169.63. According to the receipt, HARREN “paid cash for guest,” which the receipt recorded as \$50.00. HARREN did not identify who the guest was or the calculations used to arrive at the \$50.00 cash payment the receipt said he made. The cost to the local union for this meal was \$143.63, which HARREN cashed out at 9:02 a.m. HARREN was the only union member whose name appeared on the receipt. The other names were his spouse and his stepdaughter’s boyfriend, for which no union purpose justified buying their meals. Because of his violation of union policy, the entire expense of **\$143.63** should have been treated as personal to HARREN.

m. Later that day, March 29, HARREN charged \$82.06 at the Moana Surfrider Beach Bar. The receipt showed the expenditure was devoted 100% to alcoholic drinks, consisting of 3 Ketel One vodka cocktails and 1 glass of Rombauer Vineyards Sauvignon Blanc. HARREN named 3 guests (himself, his wife Anna, and Fanny Lauer, non-Teamster wife of business agent Tom Lauer).²⁸⁸ It is highly likely that Tom Lauer was the fourth guest, given that the bar receipt showed 4 persons served and 4 drinks ordered. Using the local union credit card to buy a drink for Tom Lauer, who had received a per diem allowance for the trip, violated local union per diem policy that HARREN had a fiduciary duty to enforce. Moreover, no union purpose was served by buying drinks for spouses of union representatives. Because of his blatant breach of union policy, the entire expense of **\$82.06** should have been treated as personal to HARREN.

n. On March 30, 2023, HARREN used the union credit card at Duke’s Waikiki, completing the transaction at 12:45 p.m. He listed 4 guests: himself, 2 spouses (Anna Harren and Fanny Lauer), and 1 significant other (Corey Virgilio). However, the receipt showed 7 guests, who ordered 7 lunch buffets, 6 beers and 4 glasses of wine along with 3 orders of sharable appetizers. The bill before tip came to \$342.93. HARREN charged \$232.93 to the union credit card, which included a tip of \$40.00.²⁸⁹ It is obvious that 3 additional persons dined and drank on this bill, and it is highly likely that 2 of these 3 were Tom Lauer (Fanny’s husband) and Amanda Macias (Corey’s girlfriend), both of whom were on per diem allowance. The identity of the 3rd unaccounted-for diner is not known to the IIO but is undoubtedly either a union representative who also was on per diem allowance or a spouse for whom no union purpose justified the expenditure. No union purpose was served by buying lunch for 2 spouses and 1 significant other, and HARREN breached his fiduciary duty by using the union credit card for this transaction. As such, the full amount of **\$232.93** should have been treated as personal to HARREN.

o. Later that same afternoon, March 30, HARREN moved a 1-minute walk to the Moana Surfrider Beach Bar once again, this time running up a bill of \$200.62 including tip, listing only spouses or boyfriend on the receipt (Anna Harren; Corey Virgilio, boyfriend of Anna Macias; Sandra Guzman, spouse of Hector Delgado; and Carrie

²⁸⁸ Exh. SH176, Moana Surfrider Beach Bar (3/29/2023).

²⁸⁹ Exh. SH177, Duke’s Waikiki (3/30/2023).

Hills, spouse of Roman Delgado). HARREN did not list himself on the receipt even though he signed for the charges. The receipt showed that 7 persons were served. Except for an order of garlic fries, the entire bill was for alcoholic beverages. HARREN wrote on the receipt “paid cash for guests.” The charge slip presented to him for signature was for \$80.62, to which he added \$16.00 for tip, using the union credit card for \$96.62.²⁹⁰ It is highly likely that Roman Delgado and Hector Delgado were present, in addition to Amanda Macias, all being on local union per diem. As such, none of the persons for whom the union credit card was used – neither the staff members nor the spouses or boyfriend – should have benefited from union dues buying their Chi Chis (vodka, pineapple juice, coconut milk), Pina Colada, and other tropical drinks. This entire expense of **\$200.62** should have been treated as personal to HARREN.

p. GRISWOLD, meanwhile, was committing an outrageous act of overspending that could only be termed embezzlement. He hosted dinner at Strip Steak Waikiki, a high-end steak house.²⁹¹ He did not submit an itemized receipt or even a charge slip for the expense, relying solely on the American Express billing statement for proof that he used the union credit card for it. The total charge was \$3,812.35. The 10-person guest list, which GRISWOLD attached to the billing statement, consisted of himself, Paul and Chris Mihalow (Joint Council 42 employees), Rick Middleton (principal officer of Local Union 572 and officer of the joint council), Randy Cammack (principal officer of Local Union 63 and officer of the joint council), Kevin Moore (principal officer of Local Union 299), Chris Rosell (IBT director of organizing), and 3 persons associated with vendors (Blake Longo, insurance vendor, and his spouse Denise; and Josh Jaklevick, VP of Labor Union & Trust Sales at Lantern, a specialty surgery health care navigator – Jaklevick is also the spouse of Mary Jaklevick, then-recording secretary of Local Union 911).²⁹² All 7 of the union representatives present had access to per diem policies through their own organizations; none of the per diem policies would pay the over-the-top amount of \$381.23 that each diner averaged at this event. No union purpose justified this lavish expenditure, and it should have been rejected outright because it was manifestly unreasonable and was unsupported by an itemized receipt. To the extent it was paid, GRISWOLD should have been held personally responsible for the amount that exceeded the local union per diem allowance, which came to **\$3,687.35**.

q. The next day, March 31, 2023, was the last day on which joint council meetings occurred. HARREN used the union credit card at the Mai Tai Bar Waikiki. He did not

²⁹⁰ Exh. SH178, Moana Surfrider Beach Bar (3/30/2023).

²⁹¹ GRISWOLD did not submit an itemized receipt. The Strip Steak menu (2026 prices) shows steak prices ranging from \$85.00 (8 oz. Filet Mignon) to \$250.00 (8 oz Triple-Seared A5 Japanese Wagyu Strip Steak). https://mx.michaelmina.net/recipe-exchange/download/?file_id=37502&nodl=true.

²⁹² Exh. CG87, GRISWOLD-annotated American Express billing statement excerpt for period ending 4/19/2023.

submit an itemized receipt. When the American Express statement arrived sometime after April 19, he recognized that he had failed to retain the itemized receipt, so he completed a local union “missing receipt form,” showing the expense was \$494.13.²⁹³ He listed the guests as himself, Rene Holliday, Art Loza, Roman Delgado, Hector Delgado, Mike Fridley, and Amanda Macias, all of whom (except HARREN) had received per diem allowance for the trip. HARREN also listed Carrie Hills, spouse of Roman Delgado, on the receipt. This entire expense of **\$494.13** should have been treated as personal to HARREN because the local union had already paid for the staffers’ meals by way of the per diem, and no union purpose existed for paying the expense of a staffer’s spouse.

- r. The next day, April 1, 2023, started with coffee and breakfast at Kai Coffee Hawaii Hyatt, cost \$38.22 at 8:35 a.m. The receipt stated that “anna” placed the order, and that HARREN, his wife Anna, and business agent Roman Delgado were guests.²⁹⁴ Delgado was on per diem and therefore ineligible to have breakfast and coffee purchased for him on the union credit card. Moreover, no union purpose existed to purchase breakfast for non-Teamster Anna Harren. HARREN next used the union credit card at Duke’s Waikiki for lunch and drinks, cost \$198.28. He listed 5 names: himself, his wife Anna, business agent Tom Lauer and his wife Fanny, and Roman Delgado’s wife Carrie Hills.²⁹⁵ Like Delgado at breakfast, Tom Lauer at lunch had received per diem for the trip. The rest of the lunch guests were spouses for which no union purpose existed to buy them lunch and drinks. The combined expense of **\$236.50** this date should have been treated as personal to HARREN.
- s. On Sunday, April 2, 2023, two days after the joint council meetings had ended, HARREN used the union credit card a final time on this trip to purchase brunch for himself and his wife Anna at Orchids Halekulani, cost **\$219.90**.²⁹⁶ This expense should have been treated as entirely personal to HARREN for 2 reasons: first, the joint council meetings had ended and this meal was on a personal extension of the trip; second, no union purpose existed to purchase brunch and included mimosas for Anna Harren.

82. On April 5, 2023, 3 days after returning from Hawaii, HARREN was in Las Vegas for Bellagio negotiations. He should have been on per diem allowance for this trip. Instead, he used

²⁹³ Exh. SH92, Mai Tai Waikiki (3/31/2023). By the time he completed the form, some 3 weeks after the expense, he apparently had forgotten that all local union staff except himself and the principal officer had been paid per diem allowance.

²⁹⁴ Exh. SH180, Kai Coffee Hawaii Hyatt (4/1/2023).

²⁹⁵ Exh. SH53, Duke’s Waikiki (4/1/2023).

²⁹⁶ Exh. SH55, Orchids Halekulani (4/2/2023). See <https://www.halekulani.com/menus/sunday-brunch-menu/>

the union credit card for breakfast at Makers and Finders Coffee with business agent Tim Vera, cost \$54.52.²⁹⁷ Later that evening, he used the card again at Bob Taylor's Ranch House for himself and Vera. This time, however, business agent Tom Lauer, Lauer's wife Fanny, and HARREN'S wife Anna joined, cost \$300.30, which included 4 vodka cocktails and 1 glass of wine.²⁹⁸ No union purpose existed to purchase dinner and drinks for the spouses. HARREN overspent the per diem allowance for the day by **\$229.82**.

83. On April 24, 2023, HARREN used the union credit card for three expenses.

- a. The first, at 8:20 a.m. at the Kitchen at Commons Club, was breakfast charged to his room at the Virgin Hotels Las Vegas, cost before tip \$187.49, stated purpose: "LV Quarterly Mtgs."²⁹⁹ HARREN listed only himself and his wife Anna on the receipt, which showed 5 breakfast entrees and assorted other items. He also wrote "Reimburse \$100 for personal guests" but did not provide any calculation supporting that reimbursement. No union purpose justified using the union credit card to purchase breakfast for Anna Harren and 3 other unnamed guests.
- b. The second, at 6:58 p.m. at Ferraro's Italian Restaurant, consisted solely of drinks, cost \$113.08, same stated purpose, guests: HARREN, his wife Anna, GRISWOLD, business agent Tom Lauer, and former local union coordinator Clacy Griswold.³⁰⁰
- c. The third, at 9:19 p.m. also at Ferraro's Italian Restaurant, totaled \$2,919.74, and listed 11 names: HARREN, his wife Anna, GRISWOLD, business agent Tom Lauer and his spouse Fanny, former local union coordinator Clacy Griswold and his spouse Carol, Corey Virgilio (Amanda Macias's boyfriend), Michael Macias (HARREN's stepson, Anna's son), and Tom Losonsky and John Cunningham.³⁰¹ Only HARREN, GRISWOLD, and Tom Lauer were union members. The stated purpose: "LV Quarterly Mtgs Tom Lauer Retirement." The restaurant receipt showed 14 guests and 14 entrees, indicating that 3 persons dined and drank who HARREN did not list. The receipt also showed 6 vodka cocktails, 1 pour of Scotch, 1 of Bailey's Irish Cream, 7 pours of Grappa, and 4 bottles of Barolo Aldo Conterno (\$228.00 each; \$912.00 total).

²⁹⁷ Exh. SH182, Makers and Finders Coffee (4/5/2023).

²⁹⁸ Exh. SH183, Bob Taylor's Ranch House (4/5/2023).

²⁹⁹ Exh. SH128, The Kitchen at Commons Club (4/24/2023).

³⁰⁰ Exh. SH166, Ferraro's Italian Restaurant (4/24/2023).

³⁰¹ Exh. SH125, Ferraro's Italian Restaurant (4/24/2023).

With respect to the wine cost, HARREN testified, “I don’t really have an opinion on whether it was reasonable or not.”³⁰² HARREN also wrote “reimburse \$300 cash for personal guests,” but did not provide any calculation supporting that reimbursement. In fact, the 8 named individuals who were non-members should have been regarded as personal guests, in addition to the 3 unnamed persons who dined and drank. HARREN should have been on per diem allowance, and he overspent that allowance on this date by **\$2,695.31**.

84. The next day, April 25, 2023, HARREN used the union credit card twice:

- a. For breakfast at Makers & Finders, he spent \$184.23, stated purpose: “LV Quarterly Mtgs Tom Lauer Retirement.” As with the previous day’s breakfast, this receipt listed only HARREN and his wife Anna, yet it showed that 5 guests dined and that 5 breakfast entrees were ordered. HARREN wrote “reimburse \$100 for personal guests” on the receipt but did not provide any calculation supporting that reimbursement.³⁰³
- b. Later that day, he spent \$266.09 at the Virgin Hotels Commons but did not submit a receipt.³⁰⁴ HARREN should have been on per diem allowance, and he overspent that allowance on this date by **\$255.32**.

85. The same day, April 25, 2023, GRISWOLD used the union credit card three times in Las Vegas:

- a. For breakfast at the Kitchen at Commons Club, he spent \$35.26 to buy 2 coffees and 1 breakfast entrée, stated purpose: “org,” guests: himself and former local union coordinator Clacy Griswold.³⁰⁵
- b. At lunch, he spent another \$150.58 at Buddy V’s Ristorante, stated purpose: “Parsec ngo,” for 3 entrees (2 Chicken Picatta, 1 Chicken Parmesan) and 1 order of Grandma’s Meatballs, listing only himself and Clacy Griswold as guests, failing to name the person who consumed the third entrée.³⁰⁶
- c. At dinner, he spent \$398.18 more, at Kassi Beach for himself and Clacy Griswold, stated purpose: “org,” purchase 1 Tomahawk Ribeye (\$125.00), some side dishes, 1

³⁰² Exh. SE2, Sworn examination of Sean HARREN, p. 66.

³⁰³ Exh. SH126, Makers & Finders (4/25/2023).

³⁰⁴ Exh. SH93, Virgin Hotels Commons (4/25/2023).

³⁰⁵ Exh. CG58, Kitchen at Commons Club (4/25/2023).

³⁰⁶ Exh. CG59, Buddy V’s Ristorante (4/25/2023).

vodka martini (\$21.00), and 1 bottle of Ilatraia Tuscan red wine (\$100.00).³⁰⁷ GRISWOLD should have been on per diem allowance, and he overspent that allowance on this date by **\$459.02**.

86. On June 5, 2023, HARREN was in Las Vegas again, but not for union business. Instead, he was there for “charity event committee meeting.” These expenses should have been charged to the Local 986 Charity fund, not to the dues payers of the local union.

a. He spent \$215.36 on the union credit card at Planet Hollywood Heart Bar, listing himself, his wife Anna, his stepdaughter Amanda Macias, business agent Tim Vera, and retiree Tom Lauer as guests. He did not submit an itemized receipt, instead filling out a “missing receipt form” documenting the expense.³⁰⁸

b. He also spent \$992.47 at Ferraro’s Italian Restaurant, listing himself, business agents Roman Delgado and Tim Vera, office clerical Amanda Macias (his stepdaughter), and non-members Anna Harren, Tom and Fanny Lauer. This bill included 14 cocktails and 5 glasses of wine.³⁰⁹ The combined expense of **\$1,207.83** should not have been the responsibility of local union members.

87. Similarly, the charity expenditures on September 6, 2023 should not have been placed on the union credit card.

a. HARREN used the union credit card at Palms Casino, cost **\$257.00**, stated purpose: “JC42 Meetings 986 Charity Tournament.” He used a “missing receipt form” and listed no names of persons who benefited from this expenditure.³¹⁰

b. In a second transaction at the same venue the same date, he spent **\$127.00** on the union card, same stated purpose, again using a “missing receipt form” and failing to list the names of persons who benefited from this expenditure.³¹¹

³⁰⁷ Exh. CG57, Kassi Beach (4/25/2023).

³⁰⁸ Exh. SH94, Planet Hollywood Heart Bar (6/5/2023).

³⁰⁹ Exh. SH129, Ferraro’s Italian Restaurant (6/5/2023).

³¹⁰ Exh. SH97, Palms Casino (9/6/2023).

³¹¹ Exh. SH96, Palms Casino (9/6/2023).

88. The benefit of the union credit card even extended to HARREN’s mother, Mary Harren, who had her airline excess baggage charge of **\$30.00** paid for by union dues payers for a flight to Boston on October 1, 2023.³¹²

89. On October 22, 2023, HARREN used the union credit card twice at Scotch 80 Prime Steakhouse, Las Vegas NV. The first transaction, at 6:12 p.m. \$106.70, stated purpose: “staff/mem,” guests: HARREN, business agent Tim Vera, retired member Tom Lauer. No itemized receipt was submitted for this transaction, but it likely was exclusively for alcoholic drinks. The second, at 7:01 p.m., was for dinner for 4, cost \$615.03, same guests plus non-member Fanny Lauer, stated purpose: “HCW Trust staff/mem.”³¹³ HARREN should have been on per diem allowance, and he overspent that allowance on this date by **\$596.73**.

90. On November 20, 2023, HARREN used the union credit card at One Steakhouse, Las Vegas NV, cost \$373.87, for dinner for himself and GRISWOLD, stated purpose: “staff/mem L.14 meetings.”³¹⁴ Both should have been on per diem allowance, and each overspent that allowance on this date by **\$61.93**.

91. A week later, on November 27, 2023, HARREN used the union credit card at Shaw’s Steakhouse and Tavern, Santa Maria CA, cost \$309.85, for dinner for himself, GRISWOLD, and business agent Art Loza, stated purpose: “Santa Maria Quarterly ‘Holiday’ Meeting.”³¹⁵ He should have been on per diem allowance, and he overspent that allowance on this date by **\$184.85**.

³¹² Exh. SH103, American Express billing statement excerpt for period ending 10/9/2023, p. 13/15.

³¹³ Exh. SH130, Scotch 80 Prime Steakhouse (10/22/2023).

³¹⁴ Exh. SH60, One Steakhouse (11/20/2023).

³¹⁵ Exh. SH61, Shaw’s Steakhouse and Tavern (11/27/2023).

92. The next day, November 28, 2023, HARREN returned to Shaw's Steakhouse and Tavern, using the union credit card to charge \$472.74, stated purpose: "staff/mem Santa Maria Quarterly Mtg."³¹⁶ He should have been on per diem allowance, and he overspent that allowance on this date by **\$348.74**.

93. The next day, November 29, 2023, HARREN moved from Santa Maria CA to Las Vegas NV, this time using the union credit card for more steak at Morton's The Steakhouse, cost \$678.85, stated purpose: "LV Quarterly Meeting." Although HARREN wrote 3 names on the receipt (his own, his wife Anna, and business agent Roman Delgado), the receipt shows that 2 guests were present and 2 entrees ordered (Filet Mignon with Lobster Tail, and Cajun Ribeye). The receipt also shows 5 cocktails, including 2 "Gold Fashioned" cocktails (Whistle Pig 10-year rye, gold-infused maple syrup, and black walnut bitters; \$35.00 each), and 1 bottle of Silver Oak Cabernet Sauvignon (\$180.00).³¹⁷ No union purpose was served by buying lavish dinner and drinks for HARREN's wife. HARREN should have been on per diem allowance, and he overspent that allowance on this date by **\$553.85**.

94. HARREN used the union credit card the next day, November 30, 2023, at Ferraro's Italian Restaurant, cost \$1,494.15, guests: HARREN, his wife Anna, Roman Delgado and his wife Carrie Hills, and GRISWOLD, stated purpose: "LV Quarterly Mtg."³¹⁸ The bill included 6 cocktails, 2 pours of Limoncello, 1 bottle of Barolo Renato Ratti Marcenasco red wine (\$158.00) and 1 bottle of Barolo Giovanni Rosso Cerretta (\$198.00). This lavish dinner was unjustified and certainly

³¹⁶ Exh. SH62, Shaw's Steakhouse and Tavern (11/28/2023).

³¹⁷ Exh. SH63, Morton's The Steakhouse (11/29/2023).

³¹⁸ Exh. SH64, Ferraro's Italian Restaurant (11/30/2023).

should not have included non-member spouses. HARREN should have been on per diem allowance, and he overspent that allowance on this date by **\$1,369.15**.

95. Ferraro's Italian Restaurant beckoned again 2 days later on December 2, 2023, where HARREN used the union credit card and listed 4 guests (himself, business agent Roman Delgado, and non-members John Cunningham and Tom Losonsky), stated purpose: "Holiday Mtg – Las Vegas Visits/986 Golf Tournament Meeting." The receipt showed that 10 guests were present, and HARREN failed to name 6 of them. The receipt also showed 9 cocktails, 6 pours of Limoncello, and 2 bottles of Barolo Giovanni Rosso La Serra (\$198.00 each; \$396.00 total). The total cost of the evening was \$1,712.67; HARREN put half (\$706.34) on his union credit card, while business agent Roman Delgado put the other half (\$706.33) on his union credit card.³¹⁹ This entire expense should have not have been charged to the local union, for several reasons: first, it was in an unreasonable amount; second, it was for 6 persons who were not named on the receipt; third, it was for the alleged benefit of the Local 986 charity, not the local union, and fourth, the splitting of the bill between 2 union credit cards evidenced an intention to conceal an improper expense. HARREN should be held responsible for this entire expense, **\$1,712.67**.

96. In 2024, the overspending continued unabated. On March 17, 2024, GRISWOLD used the union credit card at Del Mar, Washington DC for an expense he and Chris Rosell incurred, cost **\$412.10**, stated purpose: "org."³²⁰ This expense occurred while GRISWOLD was in Washington for the quarterly GEB meetings; his meal expenses were subject to the IBT's meal reimbursement policy, which provided a lower amount than what he incurred here. The local union should not

³¹⁹ Exh. SH66, Ferraro's Italian Restaurant (12/20/2023).

³²⁰ Exh. CG30, Del Mar Restaurant (3/17/2024).

have been held responsible for this expense, and it should have been treated as personal to GRISWOLD.

97. The next day, March 18, 2024, GRISWOLD charged a meal at Federal City, a hotel restaurant to his room at the Capitol Hill Hilton in Washington DC, cost \$229.30, stated purpose: “IBT Airline Division Mtg.”³²¹ He did not submit an itemized receipt for this expense. Moreover, for the reasons stated in the previous paragraph, the entire expense of **\$229.30** should have been treated as personal to GRISWOLD.

98. Two days later, on March 19, 2024, GRISWOLD used the union credit card at Hell’s Kitchen, Washington DC for another expense he and Chris Rosell incurred, cost \$276.60, stated purpose: “org.”³²² GRISWOLD did not submit an itemized receipt. For the reasons stated in the previous 2 paragraphs, the entire expense of **\$276.60** should have been treated as personal to GRISWOLD.

99. Meanwhile, a few days later, on March 21, 2024, HARREN used the union credit card at Shaw’s Steakhouse and Tavern, Santa Maria CA, cost \$337.77, stated purpose: “Quarterly Mtg Santa Maria,” guests: himself, his wife Anna, and business agent Roman Delgado.³²³ Under no circumstances should the union credit card have paid the meal and beverage expense of non-member Anna Harren. Moreover, HARREN should have been on per diem allowance, and he overspent that allowance on this date by **\$212.77**.

100. The same 3 diners – HARREN, his wife Anna, and Roman Delgado – dined at Enoteca Lounge, Paso Robles CA on the union credit card on March 24, 2024, cost \$240.75, stated purpose:

³²¹ Exh. CG31, Hilton Hotel folio (3/18/2024).

³²² Exh. CG67, Hell’s Kitchen (3/19/2024).

³²³ Exh. SH132, Shaw’s Steakhouse and Tavern (3/21/2024).

“Quarterly Mtg Santa Maria shop visits.”³²⁴ HARREN should have been on per diem allowance, and he overspent that allowance on this date by **\$115.75**.

101. On April 11, 2024, HARREN used the union credit card at Del Frisco’s Double Eagle, Las Vegas NV, cost \$877.20, stated purpose: “staff/mem LV retirees.” The listed guests were HARREN, GRISWOLD, retiree Tom Lauer, and Lauer’s non-member wife Fanny. The bill included 5 cocktails and 1 bottle of Ghost Block Cabernet Sauvignon wine (\$175.00).³²⁵ There was no legitimate justification for such lavish spending on a retiree and his spouse. HARREN should have been on per diem allowance, and he overspent that allowance on this date by **\$752.20**.

102. The week of April 21, 2024 saw HARREN spend outrageous amounts on the union credit card, even by his standards:

a. On April 21, he made 2 transactions at Scotch 80 Prime for himself and 3 non-members (his wife Anna, retiree Tom Lauer, and Lauer’s wife Fanny). The first cost \$84.44 and was not supported by an itemized receipt but presumably was entirely alcohol. The second cost \$895.62 and included 3 more cocktails and 1 bottle of Ghost Block Cabernet Sauvignon (\$200.00). The stated purpose for each transaction was “HCW Trust Mtg Las Vegas Meeting 986 Charity Golf Meeting.”³²⁶ These combined expenses of **\$980.06** should not have been charged to the local union and should instead have been treated as personal to HARREN.

b. The next day, April 22, 2024, HARREN used the union credit card twice to take his wife Anna out to dinner at Ferraro’s Italian Restaurant; no other names were listed on either receipt. The first charge, at 5:16 p.m., cost dues payers \$71.89 and presumably was for drinks in the bar of the restaurant (HARREN did not submit the itemized receipt for this expense).³²⁷ The second, at 6:11 p.m., was for \$383.62, with stated purpose: “986 Charity Tournament.” The receipt showed 1 bottle of Barolo

³²⁴ Exh. SH133, Enoteca Lounge (3/24/2024).

³²⁵ Exh. SH134, Del Frisco’s Double Eagle (4/11/2024).

³²⁶ Exh. SH75, Scotch 80 Prime (4/21/2024).

³²⁷ Exh. SH86, Ferraro’s Italian Restaurant (4/22/2024).

Luigi Baudana wine (\$148.00).³²⁸ No union purpose justified these expenses; the combined amount of **\$455.51** should have been treated as personal to HARREN.

c. The next day, April 23, 2024, HARREN used the union credit card at Joe's Seafood, Prime Steak and Stone Crab, cost \$2,453.57, stated purpose: "986 Charity Tournament HCW Trust Meeting." The listed guests were HARREN, his wife Anna, retiree Tom Lauer and his non-member wife Fanny, business agents Roman Delgado, Art Loza and Ron Seamons Jr., and GRISWOLD. The receipt showed that 9 persons dined and ordered 9 entrees, yet HARREN listed only 8 names. The receipt also showed 3 orders of Alaskan King Crab Legs (\$199.95 each; \$599.85 total) and 2 bottles of wine (total: \$215.00).³²⁹ This dinner, used in part to entertain non-members and otherwise for personal pleasure, was unjustifiably expensive and not for a legitimate union purpose. The entire expense of **\$2,453.57** should not have been charged to the local union and should have been treated as personal to HARREN.

d. Ferraro's Italian Restaurant was the venue again the next day, April 24, 2024, where HARREN used the union credit card to charge \$1,956.91, stated purpose: "986 Charity Tournament." The 9 listed guests were HARREN, his wife Anna, Anna's co-worker Alma Aguilar, retiree Tom Lauer and his wife, non-member Fanny, and business agents Roman Delgado, Art Loza, Hector Delgado, and Ron Seamons, Jr. The receipt showed 6 cocktails, 2 pours of Limoncello, 5 glasses of wine, and 3 bottles of wine (2 bottles of Brunello Tassi, \$228.00 each; 1 bottle of Barolo Francesco Rinaldi, \$190.00; total for wine: \$646.00).³³⁰ No union purpose justified this expense; it should not have been charged to the local union. Rather, the total amount of **\$1,956.91** should have been treated as personal to HARREN.

e. The venue changed the next day, April 25, 2024, to Nobu Las Vegas at Virgin Hotel, where HARREN used the union credit card to charge \$2,935.24 to local union dues payers. The state purpose was "986 Charity Tournament JC42 Delegates Meeting." The guest list of 8 featured 5 non-members, including Anna Harren, her son Michael Macias, her co-worker Alma Aguilar, as well as John Cunningham and Andre Henson.³³¹ No union purpose justified this expense; the entire amount of **\$2,935.24** should have been treated as personal to HARREN.

f. On April 26, 2024, HARREN used the union credit card twice at Morton's The Steakhouse, both with the stated purpose: "986 Charity Tournament." The first, at 7:58 p.m., apparently for cocktails before dinner (HARREN did not submit an itemized receipt) cost dues payers \$295.36, and served 7 guests, only HARREN and Roman

³²⁸ Exh. SH76, Ferraro's Italian Restaurant (4/22/2024).

³²⁹ Exh. SH77, Joe's Seafood, Prime Steak and Stone Crab (4/23/2024).

³³⁰ Exh. SH78, Ferraro's Italian Restaurant (4/24/2024).

³³¹ Exh. SH79, Nobu Las Vegas at Virgin Hotel (4/25/2024).

Delgado being members. The other 5 included non-member Anna Harren and her non-member son Michael Macias, as well as non-members John Cunningham, Andre Henson, and Tom Losonsky.³³² The second, at 10:08 p.m., cost \$2,195.13 and included the same guest list plus non-member Alma Aguilar, Anna Harren's co-worker.³³³ The cost included 2 bottles of wine (Freemark Abbey Cabernet Sauvignon, \$175.00; Cakebread Cabernet Sauvignon, \$175.00). No union purpose justified these expenses; the combined amount of **\$2,490.49** should have been treated as personal to HARREN.

g. GRISWOLD happened to be in Las Vegas on April 26, 2024. He used the union credit card at Las Vegas Paiute Golf Resort, spending \$40.00 on 4 pours of Bailey's Irish Cream for himself, business agent Hector Delgado, and non-member Billy O'Connell.³³⁴ This **\$40.00** expense should have been treated as personal to GRISWOLD because, first, it was liquor, and second, because the stated purpose ("charity event") showed it was the responsibility of the charity and not the local union.

h. The feast on the union credit card continued the next day, April 27, 2024, when HARREN charged \$228.57 at Mabel's BBQ for himself and 3 non-members, his wife Anna, her co-worker Alma Aguilar, and retiree Tom Lauer, to purchase 6 cocktails and some appetizers.³³⁵ The stated purpose was "JC42 Delegates Meeting," yet only HARREN was a union member who had a role with the joint council delegate body. No union purpose justified this expense; the full amount of **\$228.57** should have been treated as personal to HARREN.

i. The next morning, April 28, 2024, HARREN used the union credit card at Los Prado Golf and Country Club to buy breakfast for himself, non-members Anna Harren, Anna's co-worker Alma Aguilar, and retiree Tom Lauer, cost \$107.54, stated purpose: "Golf Charity Tournament Supplies for 986." Breakfast included 2 Bloody Marys.³³⁶ No union purpose justified these expenses; instead, it was a charity expense. The amount of **\$107.54** should not have been charged to the union but rather treated as personal to HARREN.

³³² Exh. SH87, Morton's The Steakhouse (4/26/2024).

³³³ Exh. SH80, Morton's The Steakhouse (4/26/2024). Interestingly, HARREN misread the charge slip before tip as \$1,905.13 rather than the actual amount of \$1,205.13. He added a tip of \$290.00 to what he thought was \$1,905.13, did the addition and signed the slip for \$2,195.13. After he left, the restaurant caught his mistake and posted \$1,495.13 to the union credit card, rather than the \$2,195.13 shown on the charge slip HARREN turned in. That HARREN did not catch this mistake himself is evidence of how comfortable he was charging large sums to the union credit card.

³³⁴ Exh. CG29, Las Vegas Paiute Golf and Country Club (4/26/2024).

³³⁵ Exh. SH81, Mabel's BBQ (4/27/2024).

³³⁶ Exh. SH82, Los Prados Golf and Country Club (4/28/2024).

j. That evening, April 28, 2024, GRISWOLD used the union credit card at Ferraro's Italian Restaurant for himself and business agent Tim Vera, cost \$475.57, stated purpose: "org/nego." The receipt showed \$190.00 for 1 bottle of Barolo Lodali Lorens wine.³³⁷ GRISWOLD should have been on per diem allowance; he overspent that allowance by **\$350.57** this date.

103. July 15 through 18, 2024 was another stretch where the local union credit card was abused.

a. On July 15, HARREN used the union credit card at Brewery X Harbor Island, San Diego CA, charging \$398.40 to his hotel room without an itemized receipt showing who benefited and for what purpose.³³⁸ Also that day, he charged \$1,260.75 to the union card at The Butcher's Cut, stated purpose: "Cal Labor Federation Convention." The listed guests were HARREN, GRISWOLD, business agents Art Loza, Hector Delgado, and Roman Delgado, and non-members Anna Harren and Trish Blinstrub. The receipt showed little inhibition to running up the bill, including 1 Porterhouse steak, \$118.00; 1 Wagyu Special, \$200.00; 1 bottle of Cakebread Cabernet Sauvignon, \$160.00, along with other expensive cuts of beef, cocktails, and side dishes.³³⁹ HARREN should have been on per diem allowance, and he overspent that allowance on this date by **\$1,534.15**.

b. The next day, July 16, HARREN charged another \$590.47 from Brewery X Harbor Island to his room, again without itemized receipt.³⁴⁰ He also used the union credit card at Osteria Panevino, cost \$1,763.72, stated purpose: JC42 Delegate Meetings Cal Federation of Labor." The guests at Panevino were HARREN, his non-member wife Anna, business agents Roman Delgado, Hector Delgado, Art Loza, and Mike Valdez, and non-member Sam Cornejo. The high cost of this bill was driven by 7 cocktails, 10 glasses of wine, 4 pours of Lemoncello, 1 beer, and 2 bottles of Guidalberto Toscana wine (\$150.00 per bottle; \$300.00 total).³⁴¹ HARREN should have been on per diem allowance, and he overspent that allowance on this date by **\$2,229.19**.

c. On July 17, HARREN charged \$176.33 at Rumorosa to his hotel room without itemized receipt.³⁴² He also charged \$288.13 at "Bar Traza Dinner" to his hotel room without itemized receipt.³⁴³ At 9:46 p.m., he used the union credit card at Ponto Lago,

³³⁷ Exh. CG28, Ferraro's Italian Restaurant (4/28/2024).

³³⁸ Exh. SH135, Sheraton San Diego Hotel and Marina folio (7/15/2024).

³³⁹ Exh. SH137, The Butcher's Cut (7/15/2024).

³⁴⁰ Exh. SH135, Sheraton San Diego Hotel and Marina folio (7/16/2024).

³⁴¹ Exh. SH138, Panevino (7/16/2024).

³⁴² Exh. SH135, Sheraton San Diego Hotel and Marina folio (7/17/2024).

³⁴³ Exh. SH136, Omni La Costa (7/17/2024).

Carlsbad CA, cost \$1,281.34, stated purpose: “JC42 Delegates Meetings.” The guests were HARREN, his wife Anna, 3 business agents, and 1 additional non-member.³⁴⁴ This bill was inflated by 1 order of Branzino, \$68.00, 1 18 oz Bone In Ribeye, \$76.00, 1 Free Range Iberico Pork Trio, \$86.00, and 2 bottles of wine (Cade Cabernet Sauvignon, \$200.00, and Caymus Cabernet Sauvignon, \$190.00). HARREN should have been on per diem allowance, and he overspent that allowance on this date by **\$1,620.80**.

d. On July 18, HARREN charged \$411.33 for “Vue Breakfast” and \$333.30 for “Bar Traza Lunch” to his hotel room without itemized receipts.³⁴⁵ He also used the union credit card at Green Dragon Tavern and Museum, Carlsbad CA, cost \$879.21, for lunch and drinks for 10, all of them union representatives or employees except non-member Anna Harren.³⁴⁶ HARREN should have been on per diem allowance, and he overspent that allowance on this date by **\$1,498.84**.

104. On August 18, 2024, HARREN used the union credit card at Joe’s Seafood, Prime Steak, and Stone Crab, cost \$572.42, stated purpose: “stewards seminar Las Vegas.” The guests were HARREN, his wife Anna, business agent Roman Delgado, and retiree Tom Lauer.³⁴⁷ HARREN should have been on per diem allowance, and he overspent that allowance on this date by **\$447.42**.

G. *GRISWOLD and HARREN breached their fiduciary duty to the local union by spending local union funds on meetings at restaurants and bars located close by the local union office when the meetings should have been held at the local union office at no additional expense to the local union treasury.*

105. GRISWOLD and HARREN regularly dined out at lunch or dinner times when in town, visiting restaurants in close proximity to the union office. Most often, they listed “staff/mem” as the purported union business that justified the expense. Their actions in this regard violated their fiduciary duty in two respects. First, because of the availability of the union hall where offices and conference rooms would provide suitable private space for meetings, no union purpose

³⁴⁴ Exh. SH139, Ponto Lago (7/17/2024).

³⁴⁵ Exh. SH136, Omni La Costa (7/17/2024).

³⁴⁶ Exh. SH140, Green Dragon Tavern & Museum (7/18/2024).

³⁴⁷ Exh. SH101, Joe’s Seafood, Prime Steak, and Stone Crab (8/18/2024).

justified holding the “meeting” at a public restaurant and charging the cost of that restaurant visit to the union’s members. Clearly, these meal expenses were purely personal in nature, which the officers shifted to the membership under the guise of conducting union business and generating an improper expenditure of union funds. Second, the “staff/mem” explanation of the union purpose, translated as a discussion of “staff” or of “membership,” is so generic and non-specific as to be meaningless. OLMS guidance dictates that each receipt must include a “written explanation of the specific union business conducted (it is insufficient to simply record ‘union business’ – you must be more specific than that),” yet the practice of GRISWOLD and HARREN to attribute the cost of in-town meals to “staff/mem” was no different than if they had written “union business” on the receipt – the explanation fell well short of the requirement that the explanation identify the “specific union business conducted.” Finally, it is worth noting that GRISWOLD and HARREN were free to lunch where and with whom they chose. They were paid substantial annual salaries that would allow them to dine out regularly when working in the office. What they were not permitted to do was to abuse the local union credit card – and local union dues payers’ trust – with a free lunch. Evidence of their abuse, which occurred so frequently as to constitute embezzlement, follows in this section.

106. Vincenzo’s Terrazza is 5.4 miles from the Covina main office of Local Union 986:

- a. GRISWOLD charged lunch with HARREN there on June 2, 2021, cost **\$69.92**, purpose: “staff/mem.” Both are executive board members; no reason required that the discussion occur at the restaurant rather than the union office.³⁴⁸
- b. The two returned there November 29, 2021, with GRISWOLD charging **\$81.28**, purpose: “org/nego.”³⁴⁹ Again, no reason required that the meeting occur at the restaurant rather than the office.

³⁴⁸ Exh. IN50, Vincenzo’s Terrazza (6/2/2021).

³⁴⁹ Exh. IN3, Vincenzo’s Terrazza (11/29/2021).

- c. The two again lunched there February 3, 2022, GRISWOLD charging **\$122.54** (including 1 glass of chianti wine), purpose: “staff/mem.”³⁵⁰ This discussion should have occurred at the union office.
- d. HARREN lunched with business agent Tom Lauer there on June 4, 2022, cost **\$73.70**, purpose: “staff/mem.”³⁵¹ This discussion should have occurred at the union office.
- e. GRISWOLD lunched with business agent Tom Lauer there on July 6, 2022, cost **\$142.64**, purpose: “staff/mem,”³⁵² a discussion that should have occurred at the union hall at no cost to union dues payers.
- f. HARREN and 3 business agents, Tom Lauer, Roman Delgado, and Hector Delgado, lunched there August 3, 2022, cost **\$233.66**, purpose: “staff/mem.”³⁵³ No reason required that the meeting occur at the restaurant rather than the office.
- g. GRISWOLD and HARREN lunched there August 11, 2022, with HARREN charging **\$58.62**, purpose: “staff/mem,”³⁵⁴ a discussion these executives should have had at the office at no additional cost to dues payers.
- h. HARREN and Lauer lunched there November 22, 2022, cost **\$74.15**, purpose: “staff/mem,”³⁵⁵ a discussion that should have occurred at the office.
- i. HARREN and his step-daughter, local union office clerical Amanda Macias, lunched there December 15, 2022, cost **\$86.96**, purpose: “staff/mem,”³⁵⁶ a discussion that should have occurred at the office at no additional cost to members.
- j. HARREN took his wife Anna on a date there March 1, 2023, cost **\$80.60**, purpose: “Liberty Dental Plan HCW Trust Las Vegas Members,”³⁵⁷ a discussion that should have occurred on the phone or in the office; no reason existed that required the

³⁵⁰ Exh. IN4-A, Vincenzo’s Terrazza (2/3/2022).

³⁵¹ Exh. IN 83, Vinzenzo’s Terrazza (6/4/2022).

³⁵² Exh. IN33, Vincenzo’s Terrazza (7/6/2022).

³⁵³ Exh. IN35, Vincenzo’s Terrazza (8/3/2022).

³⁵⁴ Exh. IN34, Vincenzo’s Terrazza (8/11/2022).

³⁵⁵ Exh. IN6, Vincenzo’s Terrazza (11/22/2022).

³⁵⁶ Exh. IN9, Vincenzo’s Terrazza (12/15/2022).

³⁵⁷ Exh. IN61, Vincenzo’s Terrazza (3/1/2023).

meeting to occur at a restaurant. Moreover, Liberty Dental as the vendor to Teamster trust funds should have paid the expense.

- k. HARREN and business agents Clacy Griswold and Kevin Harren lunched there March 22, 2023, cost **\$99.29**, purpose: “staff/mem Parsec.”³⁵⁸ All 3 worked out of the Covina office, where the meeting should have occurred.
- l. HARREN and 2 office clericals, his step-daughter Amanda Macias and Connie Rodriguez, lunched there November 6, 2023, cost **\$142.04**, purpose: “staff/mem.”³⁵⁹ They all work in the union office and likely drove together from the office to the restaurant. The lunch should have been at personal expense.
- m. HARREN, business agent Roman Delgado, and local union website and social media staffer Rene Holliday had dinner there March 24, 2024, closing the bill at 8:21 p.m., cost **\$466.14**, purpose: “staff/mem.”³⁶⁰ HARREN did not submit an itemized list of items ordered, an independent basis for rejecting this expense; the magnitude of the bill for 3 guests suggests strongly that multiple alcoholic drinks were consumed. No legitimate reason exists to have dues payers finance this discussion, which should have occurred at the office where all 3 worked.
- n. HARREN and business agent Hector Delgado lunched at Vincenzo’s Terrazza on March 27, 2024, cost **\$95.46**, purpose: none listed.³⁶¹ Both worked at the Covina office, where the unspecified discussion should have occurred.

107. A second favorite eatery, just 2.3 miles from the Covina office, was Costa’s Family Restaurant.

- a. HARREN and business agents Ron Seamans and Hector Delgado breakfasted there on July 19, 2021, cost **\$68.46**, purpose: “staff/mem,”³⁶² a discussion that should have occurred at the office at no cost to members.

³⁵⁸ Exh. IN71, Vincenzo’s Terrazza (3/22/2023).

³⁵⁹ Exh. IN45, Vincenzo’s Terrazza (11/6/2023).

³⁶⁰ Exh. IN47, Vincenzo’s Terrazza (3/24/2024).

³⁶¹ Exh. IN46, Vincenzo’s Terrazza (3/27/2024)

³⁶² Exh. IN52, Costa’s Family Restaurant (7/19/2021). HARREN did not submit an itemized receipt showing what was ordered, an independent basis for rejecting the expense.

- b. HARREN and business agent Tim Vera breakfasted there on August 25, 2022, cost **\$57.00**, purpose: “staff/mem,” again no itemized receipt.³⁶³ This discussion should have been held at the union office at no cost to members.
- c. HARREN and executive board member Steve Loone breakfasted there on January 27, 2023, cost **\$52.94**, purpose: “staff/mem.”³⁶⁴ They both attended the monthly executive board meeting at the office about an hour later, further demonstrating that this expense away from the office was unnecessary to union business.
- d. HARREN and Loone returned there for breakfast 3 weeks later, February 17, 2023, cost **\$60.00**, purpose: “staff/mem.”³⁶⁵ As with the previous breakfast the two enjoyed, they met together at the hall about an hour later for the monthly executive board meeting, proving again there was no legitimate purpose for this restaurant meeting.
- e. HARREN and Rene Holliday lunched there on April 17, 2024, cost **\$55.82**, purpose: “986 website social media,”³⁶⁶ a discussion that should have occurred at the office.
- f. HARREN and Holliday lunched there again May 28, 2024, cost **\$52.73**, purpose: “staff/mem,”³⁶⁷ no legitimate reason existing for holding this meeting at a restaurant at dues payers’ expense rather than at the office.
- g. GRISWOLD and HARREN hosted a breakfast “staff meeting” of themselves and 7 business agents there June 26, 2024, with HARREN charging **\$261.46**,³⁶⁸ the restaurant meeting being unnecessary given the several conference rooms at the union office.

108. Aside from the favorites of Vincenzo’s Terrazza and Costa’s Family Restaurant, HARREN held “meetings” paid for by dues payers at other in-town establishments, including:

- a. The Derby Room, 7.9 miles from the Covina office, where HARREN met with his wife Anna and her Liberty Dental Plan co-worker Alma Aguilar on December 2,

³⁶³ Exh. IN60, Costa’s Family Restaurant (8/25/2022).

³⁶⁴ Exh. IN40, Costa’s Family Restaurant (1/27/2023).

³⁶⁵ Exh. IN62, Costa’s Family Restaurant (2/17/2023).

³⁶⁶ Exh. IN16, Costa’s Family Restaurant (4/17/2024).

³⁶⁷ Exh. IN18, Costa’s Family Restaurant (5/28/2024).

³⁶⁸ Exh. IN49, Costa’s Family Restaurant (6/26/2024).

2019, to discuss “Retiree and LV Plans,” over 2 Peach Cosmopolitans, 2 Bloody Marys, 3 beers and food, total cost **\$154.81**,³⁶⁹ a meeting better described as personal entertainment than union business. A second trip to The Derby Room on June 11, 2020, cost **\$335.39**,³⁷⁰ for which HARREN reimbursed the local union \$200.00, but the union purpose was not articulated. A third visit there on November 2, 2023 with non-members John Cunningham and Tom Losonsky to discuss “Ferguson Enterprises Local 986 Charity Golf Tournament,” cost **\$209.16**,³⁷¹ a discussion which, if legitimately union business, should have been held at the union office 7.9 miles away. Further, as discussed previously, expenses attributed to the Local Union 986 Charity, a separate legal entity, should have been paid by the charity rather than the local union.

- b. Pizzaioli, 10.8 miles from the Covina office, where, on December 15, 2021, HARREN used the local union credit card to discuss “Liberty Dental Collette’s Children’s Home” with his wife Anna Harren and her Liberty Dental Plan co-worker Alma Aguilar and 2 others that HARREN did not identify or acknowledge (the printed receipt stated that 5 guests were served and that 5 entrees were ordered) over food and 7 alcoholic drinks (bar bill \$77.50 before tax and tip), total cost \$278.57, of which HARREN put **\$158.57** on the local union credit card.³⁷² On a second trip there on April 14, 2022, HARREN used the local union credit card to buy “3 meals 3 drinks” for himself, business agent Roman Delgado, and website/social media employee Rene Holliday to discuss “staff/mem website – 986 social media,” cost **\$149.83**,³⁷³ a discussion better had at the union office at no additional cost to dues payers. A third visit there occurred August 19, 2022, where HARREN dined with non-members John and Darla Cunningham and 5 others the restaurant said were present but whom HARREN did not identify or acknowledge, purpose: “workers compensation law – presentation,” the receipt showing 2 cocktails and a bottle of wine (total alcohol cost \$94.00 before tax and tip), total bill \$355.04 before tip, HARREN placed **\$210.04** on the local union credit card and wrote “\$165 – paid cash for personal guests,”³⁷⁴ all of whom were personal guests, and the discussion they had should have been held at the union hall 10.8 miles away. The fourth visit during the period covered by the IIO investigation was December 16, 2022, nearly the anniversary of the first Pizzaioli visit recounted here, and for the same reason as that first one. The cost was **\$560.00**, the stated purpose was

³⁶⁹ Exh. IN1, The Derby Room (12/2/2019).

³⁷⁰ Exh. IN23, The Derby Room (6/11/2020).

³⁷¹ Exh. IN67, The Derby Room (11/3/2023).

³⁷² Exh. IN4, Pizzaioli (12/15/2021).

³⁷³ Exh. IN59, Pizzaioli (4/14/2022).

³⁷⁴ Exh. IN5, Pizzaioli (8/19/2022).

“Colette’s Children’s Home Toy Drive,” and HARREN was the only attended who was a member of Local Union 986. The other names identified on the receipt were HARREN’s non-Teamster wife Anna, his non-Teamster long-time friend Johnnie Cunningham, and Cunningham’s wife Darla. The receipt stated that 6 dined, and 6 entrees were listed on the receipt (Salmon filet, 2 Rigatoni Pork Ragu, 1 Seafood Paella, 1 Filet Mignon, and 1 Chicken Parmigiana).

- c. BJ’s Restaurant, 1.6 miles from the Covina office, where, on December 14, 2022, HARREN hosted 5 business agents, purpose: “staff/mem,” cost: **\$240.60**, featuring 15 alcoholic drinks, some sprouts, nachos, wings, garlic knots, and a club sandwich,³⁷⁵ a meeting that should have been held in a conference room at the union office; and a second visit there on April 18, 2024, purpose: “staff/mem,” cost **\$178.15**, guests: 3 office clericals,³⁷⁶ with the 4 attendees (including HARREN) likely driving there together to the restaurant from the office, where they should have had their meeting.
- d. Tempo Urban Kitchen, 16.6 miles from the Covina office, where, on September 11, 2021, HARREN met with local union website manager Rene Holliday and one unnamed, unacknowledged person (the restaurant receipt shows 3 guests and 3 entrees), purpose: “staff/mem,” cost **\$188.50**, purchasing 3 margaritas (1 including an extra shot of Mr. Tempo Silver tequila at \$10.00 upcharge; total cost of drinks before tax and tip: \$52.00),³⁷⁷ a second trip on March 11, 2022, where HARREN met with his wife Anna and her Liberty Dental Plan co-worker Alma Aguilar, and 1 additional unnamed, unacknowledged guest (the restaurant receipt shows 4 guests and 4 entrees), purpose: “Liberty Dental Plan,” cost \$255.49, including \$92.00 before tax and tip for 3 margarita flights and 1 classic margarita, and \$19.00 for the Lamborghini Churro Cart (a tableside dessert experience), HARREN “Reimbursed \$100 cash for personal guests,”³⁷⁸ putting the charge to the local union at **\$155.49**. The amount HARREN reimbursed was insufficient given that the entire expense was personal, and any meeting concerning Liberty Dental Plan, a vendor to the local union, should have been held at the local union office.
- e. Black Horse Tavern and Grill, 27.5 miles from the Covina office but only 6.6 miles from HARREN’s residence, where HARREN met website manager Rene Holliday on July 19, 2022, purpose: “staff/mem 986 website,” cost **\$87.78**, including a burger, a bowl of chili, an order of potato croquettes, a 16 oz IPA beer, and 3 Tito’s

³⁷⁵ Exh. IN8, BJ’s Restaurant (12/14/2022).

³⁷⁶ Exh. IN13, BJ’s Restaurant (4/18/2024).

³⁷⁷ Exh. IN56, Tempo Urban Kitchen (9/11/2021).

³⁷⁸ Exh. IN57, Tempo Urban Kitchen (3/11/2022).

vodkas;³⁷⁹ a second visit there on November 18, 2022, where HARREN again met Holliday, plus HARREN’s stepdaughter, office clerical Amanda Macias, plus an unknown number of unnamed and unacknowledged additional guests (the restaurant receipt does not state the total number of guests, but it shows 6 entrees – 2 steaks, 2 burgers, and 2 sandwiches – and an automatic 20% tip was added to the bill for “large party”), purpose: “986 social media website,” cost **\$415.09**, which included food and 12 alcoholic drinks, HARREN writing “paid \$200 cash for personal/guests” even though the full \$415.09 was charged to the local union credit card.³⁸⁰

- f. Coco Palm Restaurant, 5.3 miles from the Covina office, where HARREN paid 2 transactions with the local union credit card on the same night, January 19, 2023. The first, at the bar, paid for 10 alcoholic drinks for 9 named persons, all of them business agents for the local union (10 named persons when HARREN is included), cost **\$265.51**, purpose: “IBT training on collective bargaining,” which did not occur at the bar, 100% of the order consisted of alcoholic drinks, including 5 Old Fashioned cocktails (\$15.00 each; \$75.00 total), 1 Ketel One vodka (\$14.00), 1 Makers Mark bourbon (\$14.00), and 2 pours of Whistle Pig Whiskey (\$45.00 each; \$90.00 total).³⁸¹ This expenditure was followed by dinner for 10 named business agents (11 when HARREN is included) plus 4 additional unnamed, unacknowledged guests (the restaurant receipt lists a party of 15 and shows 15 entrees ordered), purpose: “IBT training on collective bargaining,” cost \$1,323.99, including 14 more Old Fashioned cocktails (\$15.00 each; \$210.00 total), 3 guava margaritas (\$15.00 each; \$45.00 total), 5 glasses of Ferrari-Carano cabernet sauvignon wine (\$13.00 each; \$65.00 total), and 1 more pour of Whistle Pig Whiskey (\$45.00), the bill including an automatic 20% gratuity of \$203.30 because of the large party. HARREN wrote on the dinner receipt “cash – paid \$300 for personal guests,” and the charge slip showed that the \$300 HARREN paid to the restaurant reduced the overall bill of \$1,323.99 to \$1,023.99.³⁸² However, even though a 20% tip of \$203.30 was already incorporated into the bill, HARREN added an additional \$240.00 to the charge that the local union credit card paid for, bringing the local union’s outlay for this meal to **\$1,263.99**, just \$60 less than the overall bill – including tip – that restaurant staff presented him. As a result, restaurant staff received a tip of \$443.30 (\$203.30 automatically added to the bill plus \$240.00 HARREN added to the charge to the local union credit card), an extraordinary tip of 43.6%. In contrast to the good fortune the staff of the Coco Palm Restaurant enjoyed because of HARREN’s miscalculation, the local union fared much worse: not only should this meeting, held to discuss “IBT training in

³⁷⁹ Exh. IN36, Black Horse Tavern and Grill (7/19/2022).

³⁸⁰ Exh. IN10, Black Horse Tavern and Grill (11/22/2022).

³⁸¹ Exh. IN80, Coco Palm Restaurant (1/19/2023).

³⁸² Exh. IN39, Coco Palm Restaurant (1/19/2023).

collective bargaining,” have been conducted 5.3 miles away in a conference room at the union office at no additional cost to dues payers, but HARREN effectively paid only \$60 to reimburse the local union for the unnamed, unacknowledged guests who dined on the local union credit card (the original total bill, including tip, was \$1,323.99; the amount charged to the local union credit card for the meal was \$1,263.99, a difference of \$60.00). In total, the amounts charged to the local union credit card at Coco Palm on January 19, 2023, were **\$265.51** at the bar plus **\$1,263.99** for dinner, for a total of \$1,529.50 for an in-town meal and drinks.

- g. A second trip to the Coco Palm Restaurant, May 30, 2024, was equally unnecessary. There, HARREN used the local union credit card to buy lunch and beer for himself and 3 business agents, all of whom worked in the Covina office 5.3 miles away, cost **\$227.70**, purpose: “staff/mem.”³⁸³
- h. During the five-year period the IIO investigation covered, HARREN used the local union credit card twice at Anchos Southwest Bar and Grill, a restaurant 31.1 miles from the Covina office but only 10.9 miles from his residence. The first, January 19, 2024, cost the local union **\$251.84**; the attendees were HARREN, his wife Anna, his stepdaughter, local union office clerical Amanda Macias, and Rene Holliday, the local union’s website manager (Holliday was also HARREN’s neighbor, living 1.4 miles away), the stated purpose: “986 social media staff/mem Liberty Dental.”³⁸⁴ HARREN did not submit the itemized receipt for this charge. The average price for entrees at this restaurant is \$25,³⁸⁵ making it highly likely that alcohol charges contributed significantly to the final bill. The second visit to Anchos that HARREN charged to local union dues payers occurred April 19, 2024. This time it was a family outing – HARREN, his wife Anna, and his stepdaughter Amanda Macias, cost before tip \$177.23, purpose: “charity golf tournament mtg and shopping for raffle prizes,” showing that it was an expense attributable to the local union’s charity rather than the local union. The bill showed 3 entrees plus 2 pitchers of margaritas (1 pitcher of Jalapeño Margaritas, 1 of Cadillac Margaritas) and 2 pours of Patron Silver tequila. For this second expense, HARREN paid \$100 of the bill through other means (cash or personal credit card, the source not explained on the receipt) and placed **\$93.23** (\$77.23 + tip of \$16.00) on the local union card;³⁸⁶ no explanation was provided for why he contended some of the expense was legitimately the union’s while the rest was not.

³⁸³ Exh. IN19, Coco Palm Restaurant (5/30/2024).

³⁸⁴ Exh. IN75, Anchos Southwest Bar and Grill (1/19/2024).

³⁸⁵ <https://anchos.net/menu>.

³⁸⁶ Exh. IN14, Anchos Southwest Bar and Grill (4/19/2024).

- i. On December 5, 2019, HARREN charged a late lunch at Craft Hill in West Covina CA , 1.0 mile from the union office, for himself and business agents Caesar Borjas and Tom Lauer, cost: **\$65.75**, stated purpose: “staff/mem.”³⁸⁷
- j. On May 21, 2021, HARREN charged **\$137.84**, including 2 glasses of wine and 1 beer, to the local union credit card at Vanilla Fish Sushi in Chino Hills CA, 14.3 miles from the union office, for himself, his wife Anna, and Anna’s co-worker Alma Aguilar, stated purpose: “Liberty Dental TMSTF Trust.”³⁸⁸
- k. On August 16, 2021, HARREN charged **\$173.30**, including 9 beers and 2 cocktails, to the local union credit card at Chino Hills Brewing Co, a restaurant 12.0 miles from the union office, for himself, business agent Roman Delgado, and website manager Rene Holliday, all of whom work at the union office, purpose: “986 Reporter Pictures 986 website Beverly Wilshire & other Downtown LA Hotels,”³⁸⁹ a discussion that should have occurred at the union office at no additional cost to dues payers.
- l. A week later, on August 23, 2021, HARREN charged **\$112.88** to the local union credit card at King’s Fish House, Orange CA, a restaurant 26.0 miles from the union office, for himself and website manager Rene Holliday, both of whom work at the union office, purpose: “staff/mem 986 website.”³⁹⁰
- m. About a week later, on September 1, 2021, HARREN charged **\$390.24**, including 4 cocktails (Barrel-Aged Smoked Old Fashioned, \$19.00 each, \$76.00 total), 4 Limoncello (\$10.00 each, \$40.00 total), and 2 glasses of wine (Kinderwood Chardonnay (\$6.00 each, \$12.00 total), to the local union credit card at Giovanni’s Ristorante, Covina CA, 14.2 miles from the union office, for a double date of himself and his wife Anna, and Rene Holliday and his wife Teri, purpose: “staff/mem 986 website social media.”³⁹¹
- n. The next day, September 2, 2021, GRISWOLD entertained HARREN and retired business agents Bill Piercy and Richard Sena at Gaucho Grill Argentine Steakhouse, Buena Park CA, 5.5 miles from the union office, charging **\$449.58** to the local union credit card, including 2 glasses of wine (Luigi Bosca Cabernet,

³⁸⁷ Exh. IN2, Craft Hill (12/5/2019).

³⁸⁸ Exh. IN51, Vanilla Fish Sushi (5/21/2021).

³⁸⁹ Exh. IN53, Chino Hills Brewing Co. (8/16/2021).

³⁹⁰ Exh. IN54, King’s Fish House (8/23/2021).

³⁹¹ Exh. IN55, Giovanni’s Ristorante (9/1/2021).

\$15.00 each, \$30.00 total) and 2 bottles of wine (Achaval-Ferrer, \$70.00 each, \$140.00 total), purpose: “staff/mem.”³⁹²

- o. On March 17, 2022, St. Patrick’s Day, HARREN took his long-time non-Teamster friend John Cunningham³⁹³ and one more unnamed person out dining and drinking on the local union credit card at the Sycamore Inn, 15.8 miles from the union office, cost \$443.12, including 3 entrees (Petite Filet 8 oz, cost \$52.00, Prime Rib 10 oz, \$44.00, Peppercorn Steak, \$57.00), 6 alcoholic drinks (2 Tipsy Leprechauns, \$16.00 each, \$32.00 total; 2 Irish Mules, \$16.50 each, \$33.00 total; 1 glass of Eberle Cabernet Sauvignon, \$23.00; and 1 Black & Tan, \$8.00), purpose: “986 construction website ada – jobs – school –.”³⁹⁴ The receipt also states: “& 1 guest reimburse \$200,” putting the cost to the local union after reimbursement at **\$223.12**. HARREN provided no explanation for his contention that some of the expense for dining with 2 non-Teamsters a short drive from the union office was legitimate union business while the rest was not.
- p. On Friday, June 10, 2022, HARREN charged **\$206.93** at Septembers Taproom and Eatery, Chino Hills CA, 14.1 miles from the union office but only 6.6 miles from HARREN’s residence, guests: himself, his wife Anna, Anna’s daughter and local union office clerical Amanda Macias, and Anna’s co-worker Alma Aguilar; stated purpose: “ULAN Liberty Dental.”³⁹⁵ The bill included 5 beers, 1 lemonade containing vodka, and 1 Moscow Mule and was paid at 2:30 p.m. HARREN’s claim that this expense was justified by a union purpose is not credible.
- q. On June 30, 2022, HARREN charged lunch at Ola Restobar in Covina CA, 3.0 miles from the union office, for himself and business agents Caesar Borjas, Roman Delgado, Hector Delgado, and Joe Trujillo, all of whom work at the Covina union office, cost: **\$197.01**, including 8 bottles of Corona beer, stated purpose: “staff/mem.”³⁹⁶
- r. Less than a week later, HARREN charged breakfast at the Squeeze Inn (aka Violet Rooster) in Chino Hills CA, 14.0 miles from the union office but only 6.6 miles

³⁹² Exh. IN78, Gaucho Grill Argentine Steakhouse (9/2/2021).

³⁹³ Exh. SE2, Sworn examination of Sean HARREN, pp. 63-64: Cunningham “is a long-time friend of mine,” not a Teamster, not a retired Teamster, someone who “participates in Teamster events, but he is not a Teamster member.”

³⁹⁴ Exh. IN58, Sycamore Inn (3/17/2022).

³⁹⁵ Exh. IN84, Septembers Taproom and Eatery (6/10/2022).

³⁹⁶ Exh. IN31, Ola Restobar (6/30/2022).

from his residence, for himself and Rene Holliday, website manager and HARREN's neighbor, cost: **\$55.60**, stated purpose: "staff/mem."³⁹⁷

- s. HARREN charged an expense on August 10, 2022 at the Dog Haus Biergarten in Eastvale CA, 2.3 miles from his residence, for himself, Rene Holliday (HARREN's neighbor and the local union's website manager), and HARREN's stepdaughter, local union office clerical Amanda Macias, cost **\$144.15**, purpose: "986 website & social media staff/mem." HARREN did not submit an itemized receipt or charge receipt for this expense, substituting in their place a "missing receipt form."³⁹⁸ Given that entrees at Dog Haus Biergarten range in price from \$10 to \$12,³⁹⁹ the itemized receipt likely showed alcohol purchases and possibly 1 or more additional diners. The named guests work in the Covina union office, the place where the discussion HARREN claimed they had should have taken place.
- t. On August 24, 2022, HARREN charged lunch at Dal Rae Restaurant in Pico Rivera CA, 19.6 miles from the union office, for himself and business agent Tom Lauer, cost: **\$81.15**, stated purpose: "staff/mem NWA."⁴⁰⁰ No itemized receipt was submitted for this expense, which could have been avoided by meeting at the union office.
- u. On December 2, 2022, HARREN charged a lunch at Houston's in Irvine CA, for himself, his wife Anna, and Anna's co-worker Alma Aguilar, cost **\$117.13**, purpose: "Liberty Dental Misc – Trust."⁴⁰¹ Houston's is 35.9 miles from the Covina union office but only 3.6 miles from Liberty Dental's Irvine office. The receipt provides no explanation why staff of Liberty Dental, a vendor to Local Union 986 and affiliated trusts, were treated to lunch by the union customer.
- v. On December 21, 2022, HARREN charged a late lunch at Pour Company in Fullerton CA, 19.5 miles from the union office, for himself and website manager Rene Holliday, cost: **\$71.26**, including 2 cocktails (Walnut Old Fashioned, \$11.00 each; \$22.00 total) and 1 beer (Blackberry Cream Ale, \$9.00), stated purpose: "staff/mem."⁴⁰²

³⁹⁷ Exh. IN32, Squeeze Inn (Violet Rooster) (7/5/2022).

³⁹⁸ Exh. IN26, Dog Haus Biergarten (missing receipt form) (8/10/2022).

³⁹⁹ <https://locations.doghaus.com/locations/ca/eastvale/14063-limonite-ave-100>

⁴⁰⁰ Exh. IN82, Dal Rae Restaurant (8/24/2022).

⁴⁰¹ Exh. IN7, Houston's (12/2/2022).

⁴⁰² Exh. IN37, Pour Company (12/21/2022).

- w. On January 16, 2023, HARREN charged a meal at Fonda Don Chen in Covina CA, 2.3 miles from the union office, for himself and 5 business agents, all of whom worked in the Covina office, cost: **\$170.99**, stated purpose: “staff/mem.”⁴⁰³ a discussion which should have occurred at the union office at no additional cost to the union’s dues payers.
- x. Approximately two weeks later, on February 1, 2023, HARREN charged lunch at Casa Moreno in Covina CA, 3.0 miles from the union office, for himself and business agent Hector Delgado, cost: **\$44.61**, stated purpose: “staff/mem.”⁴⁰⁴ HARREN and Delgado both worked in the Covina union office, where the discussion should have occurred at no additional cost to union members.
- y. Ten days later, on February 10, 2023, HARREN charged burgers, fries, and beer at Finney’s Crafthouse in Orange CA, 26.0 miles from the union office, for himself and website manager Rene Holliday, cost: **\$74.42**, stated purpose: “staff/mem.”⁴⁰⁵
- z. Mere hours later, still on February 10, 2023, HARREN charged dinner and drinks at Maiz Cocina in Corona CA, 21.3 miles from the union office, for himself and Holliday, plus Anna Harren and Anna’s co-worker Alma Aguilar, cost: \$335.96, including drinks (4 Watermelon Margaritas, \$12.48 each, \$49.92 total; 5 Cadillac Margaritas, \$14.56 each, \$72.90 total; 2 Tequila Black Margaritas, \$13.52 each, \$27.04 total), stated purpose: “986 website paypal – store Liberty Dental Plan website.” Also written on the receipt was this: “paid \$120 personal expense.”⁴⁰⁶ The receipt provided no explanation for why HARREN contended some of the expense for dining with his wife, her co-worker, and Holliday (with whom he had lunched the same day) was legitimate union business while the rest was not. The cost to the local union of this outing, after reimbursement, was **\$215.96**.
 - aa. On April 10, 2023, HARREN charged dinner at Rosine’s in Anaheim Hills CA, cost **\$183.80**.⁴⁰⁷ The receipt provided no additional information, including who dined or what the purpose of the meal was. No justification exists for having dues payers pay this expense.
 - bb. On April 27, 2023, HARREN charged lunch at Market Broiler in Riverside CA for himself and his stepdaughter, local union office clerical Amanda Macias, cost:

⁴⁰³ Exh. IN38, Fonda Don Chen (1/16/2023).

⁴⁰⁴ Exh. IN70, Casa Moreno (2/1/2023).

⁴⁰⁵ Exh. IN63, Finney’s Crafthouse (2/10/2023).

⁴⁰⁶ Exh. IN64, Maiz Cocina (2/10/2023).

⁴⁰⁷ Exh. IN11, Rosine’s (4/10/2023).

\$122.77, stated purpose: “staff/mem.”⁴⁰⁸ Although the restaurant is 36.8 miles from the union office, it is 14.6 miles from HARREN’s residence and only 4.9 miles from Macias’s. Macias worked for HARREN at the union office, where the discussion should have occurred without additional cost to union members.

- cc. About a week later, on May 3, 2023, HARREN charged dinner at Celestino Ristorante in Pasadena CA, 24.6 miles from the union office, for himself, non-Teamster Tom Losonsky, and 2 unnamed, unacknowledged guests, cost: \$551.97, including alcohol (2 pours of Woodford Reserve bourbon, \$18.00 each, \$36.00 total; 2 pours of Tito’s vodka, \$16.00 each, \$32.00 total; 2 espresso Martinis, \$16.00 each, \$32.00 total; 1 “open wine,” \$120.00), stated purpose: “Ferguson Ent 986 Charity Tournament.”⁴⁰⁹ HARREN noted on the receipt “reimburse \$300 cash for guests,” but did not provide any calculation supporting that reimbursement. The cost to the local union of this dining and drinking experience after reimbursement was **\$251.97**.
- dd. About two weeks later, on May 19, 2023, HARREN charged a meal at Reunion Kitchen and Drink in Anaheim CA, 26.2 miles from the union office, for himself and his stepdaughter, Amanda Macias, cost: **\$132.79**, stated purpose: “staff/mem.”⁴¹⁰ HARREN and Macias both worked in the Covina union office, where the discussion should have occurred at no additional cost to union members. Further, the receipt shows 3 entrees (2 Ahi Poke Bowls, \$24.95 each, \$49.90 total; and 1 Beer Battered Fish & Chips, \$26.95), demonstrating that a meal was purchased for an unnamed, unacknowledged person.
- ee. On June 8, 2023, HARREN charged a “to go” order at The Boiler in Chino Hills CA, 12.3 miles from the union office but only 6.9 miles from his home, for himself and his stepdaughter Amanda Macias, cost: **\$61.45**, stated purpose: “staff/mem.”⁴¹¹ According to the receipt, the order was placed in the name of “Amanda,” suggesting strongly that she called it in. Further, the receipt shows 3 entrees (2 large House Pan Roasts, \$16.75 each, \$33.50 total; and 1 large Chicken/Sausage Pan Roast, \$14.25), demonstrating once again that a meal was purchased for an unnamed, unacknowledged person.⁴¹² HARREN and Macias both worked in the Covina union office, where the discussion should have occurred at no additional cost to

⁴⁰⁸ Exh. IN41, Market Broiler (4/27/2023).

⁴⁰⁹ Exh. IN65, Celestino Ristorante (5/3/2023).

⁴¹⁰ Exh. IN42, Reunion Kitchen & Drink (5/19/2023).

⁴¹¹ Exh. IN43, The Boiler (6/8/2023).

⁴¹² At sworn examination, HARREN acknowledged that the third order was for another person but stated he did not know who the person was. Exh. SE2, Sworn examination of Sean HARREN, pp. 70-72.

union members. Further, HARREN and Macias commuted together often,⁴¹³ during which they could discuss union business without the additional cost to union members that meals involve.

- ff. On October 13, 2023, HARREN charged dinner and drinks at Cask ‘n Cleaver Steakhouse in Rancho Cucamonga CA, 16.2 miles from the union office, for himself and website manager Rene Holliday, cost: \$258.80, stated purpose: “staff/mem 986 social media”⁴¹⁴ HARREN and Holliday both worked in the Covina union office, where the discussion should have occurred at no additional cost to union members. The receipt shows that 2 unnamed persons also dined (4 entrees and 4 side salads were ordered); HARREN wrote on the check “Reimburse ½ for personal guests,” without further explanation. The cost to the local union after reimbursement was **\$129.40**.
- gg. On October 20, 2023, HARREN charged lunch at Via-Mar Grill and Bar in Ontario CA, 16.2 miles from the union office, for himself and fellow executive board member Steve Loone, cost: **\$76.96**, stated purpose: “staff/mem.”⁴¹⁵ HARREN and Loone both attended the monthly executive board meeting in the Covina union office the same date,⁴¹⁶ where the discussion the “staff/mem” discussion should have occurred at no additional cost to union members.
- hh. On November 12, 2023, a Sunday evening, HARREN charged an expense at the Happy Hour Saloon in Corona CA, 21.3 miles from the union office but only 10.0 miles from his residence, for himself and website manager (and neighbor) Rene Holliday, cost: **\$169.20**, stated purpose: “staff/mem 986 social media”⁴¹⁷ HARREN did not submit an itemized receipt for this expense, which likely was largely alcohol, given the minimal food offerings the bar sells.⁴¹⁸ No legitimate reason supports charging dues payers for this expense.
- ii. On January 11, 2024, HARREN charged 2 expenses at the Clearman’s North Woods Inn of Covina, 4.2 miles from the union office. The first, transacted at 6:40 p.m., was for **\$72.37** and did not include an itemized list of what was ordered. The stated purpose was “staff/mem mtg,” and the persons listed as present were

⁴¹³ Exh. SE2, Sworn examination of Sean HARREN, p. 71.

⁴¹⁴ Exh. IN66, Cask ‘n Cleaver (10/13/2023).

⁴¹⁵ Exh. IN30, Via-Mar Grill and Bar (10/20/2023).

⁴¹⁶ Exh. EB45, Executive Board meeting minutes (10/20/2023).

⁴¹⁷ Exh. IN68, Happy Hour Saloon (11/23/2023).

⁴¹⁸ <https://www.happyhoursaloon.com/>

HARREN and business agents Hector Delgado and Jeff Lee.⁴¹⁹ The second charge, opened at 6:42 p.m. and paid at 8:05 p.m., was for **\$233.49**.⁴²⁰ The second receipt was itemized but did not list the persons who were present. However, the items ordered showed 5 in attendance (2 Filet Mignon Supreme, \$49.95 each, \$99.90 total; 2 Northwoods Special Platters, \$39.95 each, \$79.90 total; and 1 New York Steak, \$44.95). The first receipt was likely for before-dinner drinks, and it likely underreported the number of persons present, given that the second tab was opened almost immediately upon the closing of the first and it listed 5 entrees. Regardless, the named persons all work from the Covina union office, rendering both bills illegitimate.

- jj. On March 22, 2024, GRISWOLD charged a meal at Bistro St. Germain in Seal Beach CA, 33.9 miles from the union office, for himself and Chris Rosell, IBT director of organizing, a person who benefits from the IBT per diem expense reimbursement policy. The stated purpose of the expense was “org.” The total amount of the bill, before tip, was \$423.05;⁴²¹ it included alcohol (2 beers, \$8.00 each, total \$16.00; 1 glass of Guigal, a French red wine, \$14.00; and 1 bottle of Quilt, a Napa Valley Cabernet Sauvignon, \$80.00). GRISWOLD placed half the bill (\$211.52 before tip) on the local union credit card, adding \$43.00 in tip for a total transaction of **\$254.52**. The discussion should have been conducted at the local union hall at no additional cost to dues paying members.
- kk. On May 13, 2024, GRISWOLD charged a meal at Vita Italian Bar and Grill in Pomona CA, 5.6 miles from the union office, for himself and business agents Clacy Griswold and Hector Delgado, cost: **\$172.22**, stated purpose: “Parsec nego.”⁴²² All 3 work at the Covina union office, where the discussion should have been held at no additional cost to dues paying members.
- ll. On September 13, 2024, HARREN charged an expense at Kenwoods Kitchen and Tap in Chino CA, 20.1 miles from the union office but only 1.4 miles from his residence, for himself and website manager (and neighbor) Rene Holliday, cost: \$269.22, before tip, stated purpose: “staff/mem.”⁴²³ The bill included 13 alcoholic drinks (7 Ryes Up Oldies, \$14.00 each, \$98.00 total; 1 Strawberry Mule, \$12.00; 2 Tito’s vodka and soda, \$7.50 each, \$15.00 total; 3 Tito’s vodka and cranberry juice, \$7.50 each, \$22.50 total; and 1 Grey Goose vodka and soda, \$9.50). It also included quantities of food demonstrating that more than 2 persons were present: 2 orders of

⁴¹⁹ Exh. IN74, Clearman’s North Woods Inn of Covina (1/11/2024).

⁴²⁰ Exh. IN12, Clearman’s North Woods Inn of Covina (1/11/2024).

⁴²¹ Exh. IN76, Bistro St. Germain (3/22/2024).

⁴²² Exh. IN20, Vita Italian Bar and Grill (5/13/2024).

⁴²³ Exh. IN28, Kenwoods Kitchen & Tap (9/13/2024).

sliders (3 sliders per order), 1 order of tenders and fries, 1 cottage pie, and 1 mushroom flatbread, plus an appetizer of Jalapeño Poppers and an order of French fries. The receipt shows that \$50.00 of the \$269.22 charge was paid with cash, and an additional \$50.00 (with \$10.11 tip) was charged to a personal Visa credit card. Tip of \$34.22 was added to the remaining balance of \$169.22, and a total of **\$203.44** was charged to the local union credit card. No calculation was presented as to why two-thirds of this bill – more than half of which was alcohol – constituted union business, especially where the named participants work in the same office and can discuss “staff/mem” when they are present there together at no additional cost to dues paying members.

mm. The next day, September 14, 2024, HARREN charged a meal at Owens Bistro in Chino CA, 12.3 miles from the union office but only 8.2 miles from his residence. Attending were HARREN, HARREN’s wife Anna Harren, HARREN’s mother Mary Harren,⁴²⁴ and HARREN’s neighbors Rene and Teri Holliday, cost **\$627.11**, stated purpose: Ecobat Neighborhood Pollution Hearing.⁴²⁵ That day, the California Department of Toxic Substances Control held a public hearing on Ecobat Resources California, a lead battery recycler, at the Hacienda Heights Community and Rec Center in Hacienda Heights CA, a site just 1.6 miles from Ecobat’s recycling operation in City of Industry CA. The rec center where the public hearing was held was 19.7 miles from the restaurant HARREN chose to entertain his wife, his mother, and his neighbors, and indeed was further away from the hearing site than the local union office. The dining expense, at which HARREN claimed the dining party of 5 discussed lead recycling and pollution, included 7 cocktails and 2 glasses of wine. No legitimate union purpose was served by dining with family and non-Teamsters on this occasion; the dinner was personal expense and should have been treated as such.

H. GRISWOLD breached his fiduciary duty to the local union by converting credit card rewards points owned by Local Union 986 for his personal travel, when such points should have been used to defray legitimate local union travel expenses.

109. The American Express account used for nearly all of the credit card transactions discussed in this report was held by Local Union 986. The monthly statements were directed to the local union bookkeeper and paid monthly by electronic funds transfer directly from the local union general fund. The card had multiple named individuals who were authorized users on the account. Each authorized user was issued an American Express card with a unique 17-digit credit card

⁴²⁴ Amanda Macias testified that Mary Harren is the mother of Sean HARREN. Exh. SE5, Sworn examination of Amanda Macias Virgilio, pp. 75-76.

⁴²⁵ Exh. IN81, Owens Bistro (9/13/2024).

number. The expenditures charged by the authorized users monthly were consolidated into a single credit card statement, with transactions arranged on the statement chronologically by posting date under each user's name.

110. The credit card was a "rewards" card by which the account holder – here Local Union 986 – earned "points" from transactions made by the authorized users. Such points were available for redemption, whether through statement credit, reducing the amount owed on the monthly statement, or by committing them to pay for a particular future transaction.

111. Three times during the period that was the subject of the IIO investigation, GRISWOLD used the credit card points that belonged to Local Union 986 for his personal benefit.

a. On November 2, 2019, he converted points valued at \$7,416.27 with American Express Travel to pay for a stay at Grand Hotel du Palais Royal, in Paris France.⁴²⁶ The Grand Hotel du Palais Royal is located in the 1st Arrondissement of Paris, approximately 160 meters from the Louvre Museum, and is regarded as a 5-star hotel.⁴²⁷ This transaction was purely personal in nature, had no union purpose, and was not an expenditure of a union asset authorized by the local union executive board. Had he actually taken the trip, GRISWOLD would have committed felony embezzlement of a union asset. He was likely saved from this result by the COVID-19 pandemic, which resulted in a refund of the full sum of \$7,416.27 to the American Express account, as a credit in dollars rather than points, on statement for period ending September 19, 2020.⁴²⁸ Accordingly, this refunded transaction constituted attempted rather than consummated embezzlement.

b. On June 28, 2020, he made 3 redemptions of credit card points with American Express Travel, carrying a combined value of **\$4,345.61**. The first redemption posted to the account, valued at \$2,300.02, was for Explorer Cabins at Yellowstone, located in West Yellowstone MT. The second redemption, valued at \$767.80, was at Snake River Lodge & Spa, Teton Village WY.⁴²⁹ The third redemption, valued at \$1,277.79, was at Lodge at Whitefish Lake, Whitefish MT. These transactions were purely

⁴²⁶ Exh. AX1, American Express billing statement excerpt for period ending 11/19/2019.

⁴²⁷ <https://www.grandhoteldupalaisroyal.com/en/pagex/design-hotel-paris.1943.html>

⁴²⁸ Exh. AX13, American Express billing statement excerpt for period ending 6/19/2022, p. 3/15.

⁴²⁹ Exh. AX15, American Express billing statement excerpt for period ending 7/19/2020, pp. 3/10 and 4/10.

personal in nature, had no union purpose, and were not expenditures of a union asset authorized by the local union executive board. They constituted felony embezzlement.

c. On January 14, 2022, he converted points valued at **\$4,250.19** with American Express Travel to pay for a stay at the Hotel du Louvre, Paris France.⁴³⁰ Like the Grand Hotel du Palais Royal, the Hotel du Louvre is located in the 1st Arrondissement of Paris, is also approximately 160 meters from the Louvre Museum, and is regarded as a 5-star hotel. This transaction was purely personal in nature, had no union purpose, and was not an expenditure of a union asset authorized by the local union executive board. It constituted felony embezzlement.

I. HARREN breached his fiduciary duty to the local union by giving himself and his step-daughter favored access to union-purchased tickets to Los Angeles Dodgers post-season games.

112. Local Union 986 has purchased two 4-seat blocks of Dodgers season tickets for years, ostensibly as incentives and thank-yous for union stewards' service. The local union added post-season tickets in years in which the Dodgers qualified for post-season play. Because of high demand for tickets during the post-season, tickets for those games were always divided into 2-seat packs for distribution to union stewards and some staff in order to maximize the number of members who could enjoy a game⁴³¹ – except in the 2024 post-season, where HARREN took an entire 4-seat pack for Game 4 of the World Series for himself, where the Dodgers clinched the world championship over the New York Yankees.⁴³² Two weeks earlier, his step-daughter, Amanda Macias Virgilio, scored an entire 4-seat pack for the Dodgers' clinching game of the National League Championship Series.⁴³³ HARREN had responsibility for determining who would receive tickets, and Amanda Macias Virgilio had the job of distributing the tickets to the

⁴³⁰ Exh. AX18, American Express billing statement excerpt for period ending 1/19/2022, pp. 3/13 and 6/13.

⁴³¹ Exh. SE5, Sworn examination of Amanda Macias Virgilio, p. 46.

⁴³² Exh. SE2, Sworn examination of Sean HARREN, pp. 111, 112. Exh. SE5, Sworn examination of Amanda Macias Virgilio, p. 44, 48.

⁴³³ Exh. SE5, Sworn examination of Amanda Macias Virgilio, p. 44, 45.

person HARREN designated. The local union provided no other oversight for distribution of the tickets, and neither HARREN nor Macias Virgilio offered any explanation as to why each of them got a 4-pack of tickets for key post-season games while all other ticket recipients were given two seats only.⁴³⁴

J. GRISWOLD breached his fiduciary duty to the local union by abdicating his responsibility to sign checks and payment authorizations, instead directing that local union staff use a machine to apply a facsimile of his signature to such documents.

113. As noted, Local Union 986 bylaws require that all checks and EFT authorizations be signed by persons empowered to do so. GRISWOLD and HARREN were the designated signers of checks and payment authorizations.

114. GRISWOLD abandoned his fiduciary duty to sign the checks and authorizations. Instead, he directed the local union bookkeeper to use a signature machine to apply an image of his signature to checks and authorizations issued by the local union. Bookkeeper Rivera testified that in her experience of more than a decade in that role, GRISWOLD had never signed a check or authorization. Her practice when paying monthly credit card statements was to prepare a cover sheet identifying the statement, its closing date, the balance due, and the date the statement would be paid by electronic funds transfer. She would present the statement with the cover sheet to HARREN, who would sign the authorization. For GRISWOLD's authorization, she would use the signature machine.⁴³⁵

⁴³⁴ Exh. SE5, Sworn examination of Amanda Macias Virgilio, p. 46: "Q How is it that you received four rather than the usual two in the postseason? A That's just how they were distributed. Q I'm asking how that happened. Why did you qualify for four when everybody else was getting two seats in the postseason? A I don't know the answer to that. Q Was it because you asked for the four seats? A I don't recall. I don't recall." With respect to HARREN's receipt of 4 tickets to the clinching World Series game, Macias Virgilio testified as follows: "Q Can you give me any explanation as to why he [HARREN] qualified for four seats for that game whereas every other recipient in the postseason, except for you, qualified only for two tickets to the game? A I don't know the answer to that."

⁴³⁵ Examples of these are contained in Exhibits AX1, AX2, AX3, AX4, AX5, AX6, AX7, AX8, AX10, AX11, AX12, AX13, AX14, AX15, AX16 and AX17.

115. The effect of GRISWOLD's abdication of his check-signing duty was that checks and authorizations were paid only with one signature, that of HARREN. As has been shown, HARREN was a key abuser of the local union credit card.

K. GRISWOLD and HARREN breached their fiduciary duty to the local union to enforce financial control over the local union treasury by routinely paying credit card expenses that were not supported by itemized receipts.

107. Internal accounting standards required that credit card users submit itemized receipts. Such receipts were an essential element of the Five W's documentation system and were used to verify the nature of the expenditure, the persons who benefited from it, and items purchased. Failure to submit itemized receipts opened the door to fraudulent concealment of the nature of the expenditure, its relationship to the work of the union, and whether the card user had used the union credit card for personal expense while presenting it as a union one. The itemized receipt was so important in the fraud-deterrence system that credit card transactions that were unaccompanied by itemized receipts should have been treated as personal expenditures of the card user, requiring their reimbursement to the local union for the cost of those unsupported transactions. As noted above, “[e]very Union official is obligated to ensure that Union funds are spent solely for the benefit of the Union and its members. This responsibility is enshrined in the law and in the oath every officer takes. Establishing *and adhering to* sound expense reimbursement policies is only one way in which Union officials are required to fulfill this duty.”⁴³⁶ IBT and local union policy as well as federal law required the local union to have supporting documentation for all expenditures. Authorization by HARREN and GRISWOLD for payment of credit card statements that included charges for which no itemized receipt was submitted violated those standards.

⁴³⁶ Exh. RD12 – L-669 – IBT decision re: Martucci (4/12/2022), p. 4 (italics emphasis added).

116. Charges made to hotel folios also had to be supported by itemized receipts, for the reason that folios do not detail the items purchased, the persons present, or the union purpose that justified the expense.

117. Business agent Roman Delgado regularly lost the itemized receipts for his credit card transactions,⁴³⁷ and he used the local union's "missing receipt" form as a replacement. He agreed that he has "a problem keeping track of the receipts ... and turning those receipts in," explaining that "[i]t's normally when I'm out of town that I lose them. I put them in the luggage or, you know, somehow misplace them."⁴³⁸ The "missing receipt" form does not replace the itemized receipt because it does not have space on it for itemizing the things that were purchased.⁴³⁹ Delgado stated that bookkeeper Rivera and HARREN talked to him about the need to turn in itemized receipts, warning that he would have to pay the transactions from his own pocket if he did not do so. Despite these warnings, Delgado testified that he was never required to reimburse the local union for credit card transactions he did not document with the itemized receipt.⁴⁴⁰ Delgado also admitted that he made food and beverage charges to his hotel room without turning in the itemized receipt for those transactions, and the local union paid the charges despite the absence of the itemized receipt.⁴⁴¹

⁴³⁷ Exh. SE4, Sworn examination of Roman Delgado, p. 42: "Q Do you use the missing receipt form? A Yes, I have. Q And you use it with regularity, don't you? A Yes."

⁴³⁸ *Id.*

⁴³⁹ *Id.*

⁴⁴⁰ Exh. SE4, Sworn examination of Roman Delgado, p. 43.

⁴⁴¹ Exh. SE4, Sworn examination of Roman Delgado, pp. 44-45.

118. The apparent unwillingness of GRISWOLD and HARREN to reject undocumented expenses Delgado incurred is likely because GRISWOLD and HARREN were guilty of this same offence, and at much greater frequency even than Delgado. The examples are legion:

- a. GRISWOLD charged a restaurant transaction in the amount of \$722.89 at Ferraro's Italian Restaurant in Las Vegas NV on May 20, 2021, but did not submit an itemized receipt for it. The "missing receipt" form he turned in listed five persons (GRISWOLD, HARREN, and business agents Tim Vera, Dominic Gennarino, and Matt Lundy) but it did not list the items ordered at the restaurant or whether the number of diners the restaurant counted matched the number of diners listed on the form.⁴⁴² The local union paid the credit card charge despite the absence of an itemized receipt.
- b. The next day, May 21, 2021, GRISWOLD charged a restaurant transaction in the amount of \$377.54 at the Waldorf Astoria, Las Vegas, NV and did not submit an itemized receipt for the transaction.⁴⁴³ The local union paid the charge.
- c. On April 23, 2022, GRISWOLD charged \$96.32 to his hotel room at the JW Marriott Las Vegas Resort and Spa for "CLB DELI," a shortening of Clubhouse Deli, and did not submit an itemized receipt for it identifying who dined, what specifically was ordered, and what the union purpose was.⁴⁴⁴ The local union paid the charge.
- d. On June 23, 2022, GRISWOLD charged "beer" and "liquor" expense of \$58.70 to his hotel room at the Hilton Capitol Hill and did not submit an itemized receipt for it identifying who dined, what specifically was ordered, and what the union purpose was.⁴⁴⁵ The local union paid the charge.
- e. On July 23, 2022, GRISWOLD charged \$54.66 to his hotel room at the Hilton Los Angeles/Universal City for "Lobby Bar Lunch," "Lobby Bar Beer," "Lobby Bar Liquor," "Lobby Bar Tips," and tax and did not submit an itemized receipt for it identifying who dined, what specifically was ordered, and what the union purpose was.⁴⁴⁶ The local union paid the charge.
- f. On December 8, 9, and 10, 2022, GRISWOLD charged meal expenses of \$56.98, \$280.48, and \$66.63, respectively, to his hotel room at the Margaritaville Resort, Palm

⁴⁴² Exh. CG1, Ferraro's Italian Restaurant (5/20/2021).

⁴⁴³ Exh. CG2, Waldorf Astoria folio (5/21/2021).

⁴⁴⁴ Exh. CG46, JW Marriott Las Vegas Resort and Spa (4/23/2022).

⁴⁴⁵ Exh. CG89, The Hilton Capitol Hill folio (6/23/2022).

⁴⁴⁶ Exh. CG90, Hilton Los Angeles/Universal City folio (7/23/2022).

Springs CA and did not submit an itemized receipts identifying who dined, what was ordered, and what the union purpose was.⁴⁴⁷ The local union paid the charges.

g. On December 4 and 6, 2023, GRISWOLD charged “in room dining” of \$177.67 and 59.15, respectively, to his hotel room at the Royal Palms Resort and Spa, Phoenix AZ did not submit itemized receipts identifying who dined, what was ordered, and what the union purpose was.⁴⁴⁸ The local union paid the charges.

h. On December 12, 2023, GRISWOLD charged restaurant expense of \$511.60 to his hotel room at the Hilton Washington DC and did not submit an itemized receipt identifying who dined, what specifically was ordered, and what the union purpose was.⁴⁴⁹ The union purpose listed for the hotel accommodations was “IBT E-Board Mtg,” yet the local union paid the hotel bill and the restaurant charge added to it.

i. On December 18, 2023, GRISWOLD charged restaurant expense of \$229.30 to his hotel room at the Hilton Washington DC and did not submit an itemized receipt identifying who dined, what specifically was ordered, and what the union purpose was.⁴⁵⁰ The union purpose listed for the hotel accommodations was “IBT Airline division Mtg,” yet the local union paid the hotel bill and the restaurant charge added to it.

j. On July 23, 2024, GRISWOLD charged restaurant expense of \$18.80 to his hotel room at the DoubleTree Denver CO and did not submit an itemized receipt identifying who dined, what specifically was ordered, and what the union purpose was.⁴⁵¹ The local union paid the hotel bill and the restaurant charges added to it.

k. On August 22, 2024, GRISWOLD charged restaurant expense of \$108.92 to his hotel room at the DoubleTree Houston TX and did not submit an itemized receipt identifying who dined, what specifically was ordered, and what the union purpose was.⁴⁵² The local union paid the hotel bill and the restaurant charges added to it.

119. HARREN similarly ran up meal expenses for which he failed to submit itemized receipts.

⁴⁴⁷ Exh. CG18, Margaritaville Hotel folio (December 8, 9, 10, 2022).

⁴⁴⁸ Exh. CG24, Royal Palms hotel folio (12/4 and 6/2023).

⁴⁴⁹ Exh. CG25, Hilton Washington DC folio (12/12/2023).

⁴⁵⁰ Exh. CG31, Hilton Washington DC folio (12/18/2023).

⁴⁵¹ Exh. CG100, DoubleTree hotel folio (7/23/2024).

⁴⁵² Exh. CG99, DoubleTree hotel folio (8/22/2024).

- a. Thus, on December 1, 2021, he charged meal expense of \$32.00 to his hotel room at the Conrad, Las Vegas NV and did not submit an itemized receipt for it identifying who dined, what was ordered, and what the union purpose was.⁴⁵³ The local union paid the charge.
- b. On March 31, 2023, HARREN charged a restaurant transaction in the amount of \$494.13 at the Mai Tai Bar, Honolulu HI and did not submit an itemized receipt for the transaction. The “missing receipt” form listed HARREN, Rene Holliday, Art Loza, Roman Delgado, Amanda Macias, Carrie Hlls, Hector Delgado, and Mike Fridley as attendees but did not identify what was ordered.⁴⁵⁴ The local union paid the charge.
- c. On April 25, 2023, HARREN charged a restaurant transaction in the amount of \$266.09 at the Commons bar in the Virgin Hotel Las Vegas NV and did not submit an itemized receipt for the transaction. The “missing receipt” form listed Rene Holliday, Art Loza, Roman Delgado, Tim Vera, Matt Lundy, and Dave Elmore as attendees, but not HARREN (even though the charge appeared on his Amex credit card. The “missing receipt” did not identify what was ordered.⁴⁵⁵ The local union paid the charge.
- d. On June 5, 2023, HARREN charged a restaurant transaction in the amount of \$215.36 at the Planet Hollywood Heart bar in Las Vegas NV and did not submit an itemized receipt for the transaction. The “missing receipt” form listed HARREN, Anna Harren, Tim Vera, Tom Lauer, and Amanda Macias as attendees, but did not identify what was ordered.⁴⁵⁶ The local union paid the charge.
- e. On July 17, 18, and 19, 2024, HARREN charged successive meals and beverages to his hotel room at the Omni La Costa, Carlsbad CA totaling \$412.03 for “Bar Traza Dinner,” “Bar Traza Lunch,” and “Bar Traza Lunch Beer” and did not submit an itemized receipt for the transaction.⁴⁵⁷
- f. On November 4, 2024, HARREN charged \$1,799.79 in hotel expenses at the Resorts World in Las Vegas NV but did not submit a hotel folio itemizing the charges for the transaction.⁴⁵⁸ The local union paid the charge.

⁴⁵³ Exh. SH6, The Conrad (12/1/2021).

⁴⁵⁴ Exh. SH92, Mai Tai Bar (3/31/2023).

⁴⁵⁵ Exh. SH93, Virgin Hotels (4/25/2023).

⁴⁵⁶ Exh. SH94, Planet Hollywood Heart Bar (6/5/2023).

⁴⁵⁷ Exh. SH136, Omni La Costa folio (7/17 through 7/19/2024).

⁴⁵⁸ Exh. SH99, Resorts World (11/4/2024).

g. Also on November 4, 2024, HARREN charged a restaurant transaction in the amount of \$130.75 at the Lucky Streak Bar and Grill, Las Vegas NV and did not submit an itemized receipt for the transaction. The “missing receipt” form did not list any names and did not identify what was ordered.⁴⁵⁹ The local union paid the charge.

h. Like GRISWOLD, HARREN also charged meals and drinks to his hotel room without submitting itemized receipts showing what was ordered, who consumed it, and what the union purpose was. Thus, On November 20, 2019 and again the next day, he charged restaurant expenses of \$72.00 (restaurant identified as “Hatties”) and \$151.83 (restaurant identified as “Char”) to his hotel room at the DoubleTree Rochester NY and did not submit an itemized receipt identifying who dined, what specifically was ordered, and what the union purpose was.⁴⁶⁰ The local union paid the hotel bill and the restaurant charges added to it.

i. On May 18, 2021, HARREN charged bar expense of \$46.52 to his hotel room at the Virgin Hotel Las Vegas NV and did not submit an itemized receipt identifying who drank, what specifically was ordered, and what the union purpose was.⁴⁶¹ The local union paid the hotel bill and the restaurant charges added to it.

j. On June 8, 2021, HARREN charged bar expense of \$114.80 to his hotel room at the Virgin Hotel Las Vegas NV and did not submit an itemized receipt identifying who drank, what specifically was ordered, and what the union purpose was.⁴⁶² The next day, June 9, 2021, HARREN charged bar expense of \$252.13 to the same hotel room and did not submit an itemized receipt identifying who drank, what specifically was ordered, and what the union purpose was.⁴⁶³ The day after that, June 10, 2021, HARREN charged bar expense of \$319.22 to the same room and did not submit an itemized receipt identifying who drank, what specifically was ordered, and what the union purpose was.⁴⁶⁴ The local union paid the hotel bill and all restaurant charges added to it.

k. On June 19, 2021, HARREN charged bar expense of \$228.18 to his room at the Virgin Hotel Las Vegas NV and did not submit an itemized receipt identifying who drank, what specifically was ordered, and what the union purpose was.⁴⁶⁵ The next

⁴⁵⁹ Exh. SH99, Missing Receipt Form (11/4/2024).

⁴⁶⁰ Exh. SH1, Hotel folio (11/20/2019).

⁴⁶¹ Exh. SH198, Virgin Hotel folio (5/18/2021).

⁴⁶² Exh. SH199, Virgin Hotel folio (6/8 through 6/10/2021).

⁴⁶³ *Id.*

⁴⁶⁴ *Id.*

⁴⁶⁵ Exh. SH147, Virgin Hotels folio (6/19/2021).

day, June 20, 2021, HARREN charged bar expense of 34.18 to the same hotel room and did not submit an itemized receipt identifying who drank, what specifically was ordered, and what the union purpose was.⁴⁶⁶ The local union paid the hotel bill and the bar bill added to it.

1. On July 15, 2021, HARREN charged restaurant expense of \$324.44 to his hotel room at the Virgin Hotel Las Vegas NV and did not submit an itemized receipt identifying who dined, what specifically was ordered, and what the union purpose was.⁴⁶⁷ The next day, July 16, 2021, HARREN charged bar expense of \$15.43 to the same hotel room and did not submit an itemized receipt identifying who drank, what specifically was ordered, and what the union purpose was.⁴⁶⁸ The local union paid the hotel bill and the restaurant charges added to it.

m. On July 20, 2021, HARREN charged bar expense of \$139.43 to his hotel room at the Waldorf Astoria Las Vegas NV and did not submit an itemized receipt identifying who drank, what specifically was ordered, and what the union purpose was.⁴⁶⁹ The local union paid the hotel bill and the restaurant charges added to it.

n. On January 19, 2022, HARREN charged three separate transactions totaling \$399.98 to his hotel room at the Conrad Hotel Las Vegas NV, two at the lobby bar and the third at the Viva! Restaurant, and did not submit itemized receipts identifying who drank, what specifically was ordered, and what the union purpose was.⁴⁷⁰ The local union paid the hotel bill and the restaurant charges added to it.

o. On May 25, 2022, HARREN charged \$146.76 in “Dinner Liquor” expense to his hotel room at the Omni Resorts Carlsbad CA.⁴⁷¹ Handwritten on the hotel folio were the names of HARREN, Anna Harren, Hector Delgado, and Tom Lauer associated with this charge. The same day, a second charge of \$67.76 for “Dinner Liquor” was added to HARREN’s hotel room bill, and handwritten on the folio for this charge were the names of HARREN, Anna Harren, and Tom Lauer.⁴⁷² Still the same day, a third bar charge of \$59.83 for “Dinner Liquor” was added to HARREN’s hotel room bill, with the same names as the second bill. The next day, May 26, 2022, a fourth charge of \$50.56 for “Lunch” was added to HARREN’s hotel room bill (HARREN, Audry

⁴⁶⁶ *Id.*

⁴⁶⁷ Exh. SH149, Virgin Hotels folio (7/15/2021).

⁴⁶⁸ *Id.*

⁴⁶⁹ Exh. SH148, Waldorf Astoria (7/20/2021).

⁴⁷⁰ Exh. SH16-A, Conrad hotel folio (1/16/2022).

⁴⁷¹ Exh. SH106, Omni Resorts folio (5/25/2022).

⁴⁷² *Id.*

Scates, and Tom Lauer).⁴⁷³ This was followed, also on May 26, 2022, by a fifth charge of \$40.44 for “Lunch Liquor” (HARREN and Tim Vera). Next, still the same date, a charge of \$633.39 for “Dinner” was added to HARREN’s hotel room bill (HARREN, Anna Harren, Amanda Macias, Eileen Rivera, Audrey Scates, Cliff Batham, Beverly Williams, Tom Lauer, Fanny Lauer, Art Loza, and Tim Vera).⁴⁷⁴ This was followed the same day by a charge of \$41.52 for “Dinner Liquor,” also charged to HARREN’s hotel room bill, (HARREN, Alma Aguilar and Carol Miranda).⁴⁷⁵ The next day started with a charge of \$874.08 for “Breakfast,” added to HARREN’s hotel room bill, (HARREN, Anna Harren, Alma Aguilar, Carol Miranda, GRISWOLD, Tom Lauer, and Roman Delgado).⁴⁷⁶ This was followed by a charge of \$78.81 for “Lunch Liquor” (HARREN and Tom Lauer), another charge of \$215.50 for “Dinner Liquor” (HARREN, GRISWOLD, Anna Harren, Alma Aguilar, Carol Miranda, Tom Lauer, Tim Vera, Art Loza, and Amanda Macias),⁴⁷⁷ yet another charge of \$378.20 for “Dinner Liquor” (HARREN, Anna Harren, Alma Aguilar, Carol Miranda, Amanda Macias, Art Loza, Mike Fridley, Tim Vera, and Tom Lauer),⁴⁷⁸ capped off with a charge for \$2,634.71 for “Dinner” at Bob’s Steakhouse (HARREN, GRISWOLD, Anna Harren, Amanda Macias, Mike Fridley, Tim Vera, Art Loza, Carol Miranda, Alma Aguilar, Tom Lauer, Fanny Lauer, Roman Delgado and Art Silvas).⁴⁷⁹ The local union paid the hotel bill and restaurant charges totaling \$5,221.58 added to it. None of the bar or restaurant charges that appeared on the folio were supported by itemized receipts showing what was ordered.

p. On May 25, 2022, during the same trip to the Omni Resorts Carlsbad CA as detailed in the previous paragraph, HARREN charged \$735.36 at Diversions Lounge, a sports bar in the lobby of the hotel. He did not submit an itemized receipt showing what was ordered.⁴⁸⁰

q. Many more transactions that GRISWOLD and HARREN charged to the local union credit card for which they failed to submit itemized receipts are documented in Section F, above.

⁴⁷³ *Id.*

⁴⁷⁴ *Id.*

⁴⁷⁵ *Id.*

⁴⁷⁶ *Id.*

⁴⁷⁷ *Id.*

⁴⁷⁸ *Id.*

⁴⁷⁹ *Id.*

⁴⁸⁰ Exh. SH107, Diversions (5/25/2022).

120. No credit card transaction for meals or beverages incurred on the union credit card should have been paid from the union treasury if the transaction was not supported by an itemized receipt. GRISWOLD and HARREN had a fiduciary duty to protect the treasury from such undocumented spending. They breached that duty repeatedly and as routine, thereby bringing reproach upon the union.⁴⁸¹

L. GRISWOLD and HARREN breached their fiduciary duty to the local union by failing to provide the resources and information that would insure the local union trustees could perform their function to safeguard the local union treasury from abuse by GRISWOLD and HARREN.

121. The function to be served by the 3 trustees on the local union executive board is to review the financial books and records of the local union in order to verify that the reports of financial condition issued to the membership are accurate and that all expenditures made were authorized, reasonable, and for a legitimate union purpose.

122. None of the elected trustees was trained in his duties.⁴⁸² Instead, each trustee, when new, “learned” by watching the other trustees, none of whom was trained, perform the function.⁴⁸³ As a result, the trustees at Local Union 986 performed only a perfunctory function of examining and signing a summary sheet and then leafing through more than 20 financial reports and verifying that the balances reflected on those reports were the same as reflected on the summary sheet.⁴⁸⁴

⁴⁸¹

⁴⁸² Exh. SE6, Sworn examination of Steve Loone, pp. 12-13 (Did not receive any training or instruction from the IBT or local union officers, did not read or review materials concerning how to perform trustee functions).

⁴⁸³ Exh. SE8, Sworn examination of Maurice McDonald, p. 7 (received instruction on how to perform trustee function from Steve Loone, the outgoing trustee he replaced).

⁴⁸⁴ Exh. SE6, Sworn examination of Steve Loone, p. 28: The bookkeeper would “just give us the books and then she’d leave and we’d sit down and review the books;” p. 31: would verify that the top two reports in the binder were identical to each other; p. 33: would look at the binder and then pass it to the next trustee. Exh. SE7, Sworn examination of Maurice McDonald, p. 10: “Typically, the trustees, we’re in one area of the table, and we just kind of go over the books and pass it along to the next trustee and they go over it and

Trustees were not given credit card statements or the itemized receipts supporting the transactions on those statements.⁴⁸⁵ Therefore, they did not and could not verify that each transaction was authorized, reasonable, and for a legitimate union purpose. Trustees testified that their monthly function, performed immediately before the start of and sometimes during the monthly executive board meeting took approximately 15 minutes to complete,⁴⁸⁶ a woefully inadequate amount of time to review credit card receipts.

123. The system by which trustees had inadequate time to review monthly expenditures and were not given the credit card statements and supporting receipts to review was known to and supported by GRISWOLD and HARREN, who breached their fiduciary duty by impeding the trustees from performing their constitutional review function.

M. GRISWOLD and HARREN breached their fiduciary duty to the local union by failing to pay full dues required by the IBT Constitution, and failing to require local union staff to pay such full dues, thereby depriving the local union treasury of proper dues income and the International Union treasury of proper per capita income, and rendering GRISWOLD and HARREN ineligible for election to office because of their failure to pay such proper dues.

then so on and so.” Exh. SE8, Sworn examination of Arthur Silvas, p. 10: looks at books provided by the bookkeeper, in a binder covering the previous calendar month; p. 13: checks to see whether balances in the tabs match the corresponding balances on the trustee report and certificate; p. 17: looks for errors that might exist in the trustee report and certificate as compared with tabs that are underneath the report.

⁴⁸⁵ Exh. SE6, Sworn examination of Steve Loone, p. 49: not a trustee function to review charge receipts; would not know who attended a meal from reviewing the trustee binder, nor the purpose of the meal; never asked to review credit card statements or credit card receipts. Exh. SE7, Sworn examination of Maurice McDonald, p. 19: does not review credit card statements as part of trustee review; does not review receipts that back up credit card transactions. Exh. SE9, Sworn examination of Henry Chavez, pp. 26, 27: has never seen credit card statements; has never seen credit card receipts as part of trustee review. Exh. SE8, Sworn examination of Arthur Silvas, p. 18: does not review credit card statements or credit card receipts; p. 19: Silvas previously served as a trustee of Local Union 381. His training then was to review each check and each credit card. “But if you try to do it right now, it’s just so – such a large local that I don’t know how you would do that.”

⁴⁸⁶ Exh. SE6, Sworn examination of Steve Loone, p. 43, 44: “[m]aybe 15 minutes to look through” binder; 15 minutes 20 minutes monthly. Exh. SE8, Sworn examination of Arthur Silvas, p. 25: spends 15 to 20 minutes monthly reviewing the trustee binder; would take a day or more to review credit card statements and receipts.

124. For almost all members, the IBT constitution requires they pay dues calculated at 2.5 times the hourly wage.⁴⁸⁷ The constitution also requires that full-time officers, business agents, and organizers pay dues at the highest rate of any member in the local union.⁴⁸⁸

125. Decades ago, Local Union 986 adopted a bylaw requiring dues at a rate higher than the constitutional rate. Under the bylaw, most of its members pay 2.75 times the hourly wage PLUS an escalating \$1 per month in dues for each \$2 increment in which the wage exceeds \$11/hour.⁴⁸⁹ Thus, for a member earning \$15/hour, the constitutional rate at 2.5 times the wage would generate \$38 in monthly dues; under Local Union 986's bylaws, the dues are calculated at 2.75 times plus \$2, generating \$43 per month. Similarly, a member earning \$25 per hour would pay \$63 per month if taxed at the constitutional rate; however, the local union dues rate formula requires \$76 in dues; and a member earning \$35 per hour would pay \$88 per month at the constitutional rate but \$108 under the bylaws.

126. In 2008, GRISWOLD and HARREN were paying monthly dues of \$191.⁴⁹⁰ GRISWOLD contacted General Secretary-Treasurer Keegel, seeking relief from this rate.⁴⁹¹ GST Keegel replied, citing an exception to the constitutional requirement adopted by General Executive Board. He wrote:

[A]t a recent meeting, the General Executive Board approved an exception to the method by which membership dues are calculated for salaried officers, Business Agents and

⁴⁸⁷ IBT Constitution, Art. X, Section 3(d)(i).

⁴⁸⁸ IBT Constitution, Art. X, Section 3(d)(iv) states: "The monthly dues of salaried officers, Business Agents and organizers employed by the Local Union on a full-time basis, shall be equal to the highest rate of dues paid by any member of the Local Union."

⁴⁸⁹ Exh. C, Bylaws of Local Union 986, Appendix A, Monthly Union Dues.

⁴⁹⁰ See Exh. CG91, TITAN dues history of GRISWOLD (redacted of personal information), and Exh. SH200, TITAN dues history of HARREN (redacted of personal information).

⁴⁹¹ Exh. CG92, GRISWOLD letter to GST Keegel (11/21/2008).

organizers employed on a full-time basis. In essence, the Board approved an exception that would provide that such membership dues would be set at the highest rate in effect for a member employed in the primary craft or industry represented under a collective bargaining agreement administered by that Local Union.

In that regard, a review of the current TITAN employer roster for the Local Union indicates that the membership base of Local 986 is diversified, and the membership dues should be structured taking into consideration the predominant industry represented by the Local Union. Accordingly, a review of the employer roster also indicates that approximately 33.4% of the Local Union's membership base is employed within the airline industry, and approximately 2,700 members are specifically identified as airline mechanics.

Therefore, it would be permissible for the Local Union to structure a dues rate for the salaried officers, Business Agents and organizers predicated upon the highest dues rate for those members employed within the airline industry.⁴⁹²

127. Based on the letter from GST Keegel, GRISWOLD set the monthly dues rate for himself, HARREN, and full-time business agents and organizers at \$83.⁴⁹³ For GRISWOLD and HARREN, this new rate of \$83 was \$108 less than the rate they previously paid.

128. GRISWOLD was required to maintain the dues rate for himself, HARREN, and all other full-time business agents and organizers employed by the union at a rate equal to the highest rate paid by a UAL mechanic. In August 2012, the highest monthly rate paid by a UAL mechanic rose to \$85.⁴⁹⁴ GRISWOLD did not raise the rate for union officials to \$85, breaching the directive given by GST Keegel.⁴⁹⁵

⁴⁹² Exh. CG93, GST Keegel letter to GRISWOLD (12/15/2008).

⁴⁹³ Exh. EB1, Minutes of local union executive board meeting held 1/26/2009.

⁴⁹⁴ Exh. CG94, TITAN ledger of Bruce Rollins, UAL mechanic (redacted of personal identifying information). The record shows that Rollins's rate rose from \$83 monthly to \$85 monthly beginning for the month of August 2012.

⁴⁹⁵ See Exh. CG91, TITAN dues history of GRISWOLD (redacted of personal identifying information), and SH200, TITAN dues history of HARREN (redacted of personal identifying information).

129. In January 2017, the highest monthly rate paid by a UAL mechanic rose to \$110.⁴⁹⁶ GRISWOLD did not raise the rate for union officials to \$110, further breaching the directive given by GST Keegel.⁴⁹⁷

130. A year later, in January 2018, the highest monthly rate paid by a UAL mechanic rose to \$111.⁴⁹⁸ GRISWOLD did not raise the rate for union officials to \$111, breaching the directive given by GST Keegel.⁴⁹⁹

131. In January 2021, the highest monthly rate paid by a UAL mechanic rose to \$119; in January 2023 to \$122; in March 2023 to \$132; and in March 2024 to \$136.⁵⁰⁰ GRISWOLD did not raise the rate for union officials to \$119, or \$122, or \$132, or \$136, breaching the directive given by GST Keegel.

132. In July 2023, the highest monthly rate paid by a UAL mechanic rose to \$155; in August 2025, it rose to \$157, where it remains.⁵⁰¹ GRISWOLD did not raise the rate for union officials to \$155 or to \$157, breaching the directive given by GST Keegel.

⁴⁹⁶ Exh. CG94, TITAN ledger of Bruce Rollins, UAL mechanic (redacted of personal identifying information). The record shows that Rollins's rose from \$85 monthly to \$110 monthly beginning for the month of January 2017.

⁴⁹⁷ See Exh. CG91, TITAN dues history of GRISWOLD (redacted of personal identifying information), and SH200, TITAN dues history of HARREN (redacted of personal identifying information).

⁴⁹⁸ Exh. CG94, TITAN ledger of Bruce Rollins, UAL mechanic (redacted of personal identifying information). The record shows that Rollins's rose from \$110 monthly to \$111 monthly beginning for the month of January 2018.

⁴⁹⁹ See Exh. CG91, TITAN dues history of GRISWOLD (redacted of personal identifying information), and SH200, TITAN dues history of HARREN (redacted of personal identifying information).

⁵⁰⁰ Exh. CG95, TITAN dues history of Steven Loone, UAL mechanic (redacted of identifying information). Loone served as a local union trustee and member of the executive board. Because he worked full-time for UAL, he paid dues calculated on his UAL earnings.

⁵⁰¹ Exh. CG96, TITAN dues history of Gerard Frensdorff, UAL mechanic (redacted of personal identifying information).

133. From February 2009 through June 2025, the dues rate paid by GRISWOLD, HARREN, and all full-time union business agents and organizers remained at \$83, the rate GRISWOLD set in January 2009.

134. After the IIO team began investigating dues payments by GRISWOLD and HARREN, the local union raised the rate to \$128 in July 2025,⁵⁰² then to \$140 in August 2025.⁵⁰³ [Citation] It has not raised the rate to \$155, which is the highest rate paid by a UAL mechanic.

135. As secretary-treasurer, GRISWOLD had the fiduciary duty to calculate and collect full dues from all members. He breached that duty by failing to adjust his dues and those of the other full-time officers and business agents of the local union when the highest dues rate paid by a UAL mechanic increased.

136. As secretary-treasurer, GRISWOLD also had the fiduciary duty to ascertain and confirm that all members who sought election to local union office were eligible for election. Under the IBT constitution, each member seeking office must pay full dues in each of the 24-consecutive months that precede the month in which the nominations meeting is held. Any gaps in payment or failure to pay full dues in any given month renders the member ineligible to stand for election.⁵⁰⁴

137. GRISWOLD was ineligible for office at the time the nominations meeting for local union office was held in November 2012 for the 2013-2015 term because he failed to pay full dues of \$85/month in August, September, and October 2012, and he failed to adjust the checkoff for his dues for those months. For the same reason, HARREN was ineligible. Both should have been

⁵⁰² Exh. CG97, Notice of dues increase to \$128 (6/23/2025).

⁵⁰³ Exh. CG98, Notice of dues increase to \$140 (8/5/2025).

⁵⁰⁴ IBT Constitution, Art. II, Section 4(a)(1).

declared ineligible to stand as candidates. GRISWOLD breached his fiduciary duty and engaged in self-dealing by not enforcing the eligibility requirement against himself and HARREN.

138. In November 2015, when the nominations meeting was held for the 2016-2018 term, GRISWOLD and HARREN were ineligible for office because they did not pay full dues for the entire 24-month eligibility period that preceded the month of nomination. GRISWOLD breached his fiduciary duty and engaged in self-dealing by not enforcing the eligibility requirement against himself and HARREN.

139. In November 2018, when the nominations meeting was held for the 2019-2021 term, GRISWOLD and HARREN were ineligible for office because they did not pay full dues for the entire 24-month eligibility period that preceded the month of nomination. GRISWOLD breached his fiduciary duty and engaged in self-dealing by not enforcing the eligibility requirement against himself and HARREN.

140. In November 2021, when the nominations meeting was held for the 2022-2024 term, GRISWOLD and HARREN were ineligible for office because they did not pay full dues for the entire 24-month eligibility period that preceded the month of nomination. GRISWOLD breached his fiduciary duty and engaged in self-dealing by not enforcing the eligibility requirement against himself and HARREN.

141. In November 2024, when the nominations meeting was held for the 2025-2027 term, GRISWOLD and HARREN were ineligible for office because they did not pay full dues for the entire 24-month eligibility period that preceded the month of nomination. GRISWOLD breached his fiduciary duty and engaged in self-dealing by not enforcing the eligibility requirement against himself and HARREN.

142. The decision GRISWOLD made to not enforce GST Keegel's directive concerning the dues rate for full-time officers, business agents, and organizers allowed GRISWOLD personally to avoid paying \$4,334 to the local union treasury over the span of the violation. HARREN avoided paying the same amount. The local union treasury was shorted well in excess of \$100,000 with respect to dues income from all full-time officers and business agents on account of GRISWOLD's breach of his fiduciary duty.

143. Aside from the dues GRISWOLD avoided paying, he received salaries from the local union, from the joint council, and from the IBT for positions he held by virtue of fraudulently declaring himself eligible for office when he was not. Over the 4 completed terms in local union office, GRISWOLD was paid \$2,256,642 by the local union as salary for an office he was ineligible to hold. HARREN was paid \$2,380,012 by the local union over the same period as salary for an office he was ineligible to hold.

N. *GRISWOLD and HARREN breached their fiduciary duty to the local union by presenting the motions and support for executive board resolutions selecting their successors in office and voting on those resolutions, when the IBT constitution dictated they not participate; as such, the persons designated as secretary-treasurer and president of Local Union 986 do not hold those positions legitimately.*

144. After the IIO investigation commenced and sworn examinations of witnesses had been completed, the IBT conducted an audit that found many of the misdeeds detailed in this report and recommendation. As a result, GRISWOLD on November 4, 2025 resigned all his Teamster positions, including as secretary-treasurer of Local Union 986, resigned his membership with the union, and agreed not to seek or accept employment or office with any Teamster entity, including the IBT, for a period of 8 years.⁵⁰⁵ Significantly, GRISWOLD agreed not to participate in

⁵⁰⁵ Exh. CG101, GRISWOLD resignation agreement (11/4/2025).

meetings of any Teamster entity, including Local Union 986, after his resignation became effective. Finally, GRISWOLD agreed to reimburse Local Union 986 the sum of \$50,000.

145. HARREN resigned his employment on identical terms on November 4, 2025, including the agreement not to participate in meetings of any Teamster entity, including Local Union 986.⁵⁰⁶

146. The same date GRISWOLD and HARREN signed their resignation agreements, each also executed a letter that “announce[d] my resignation from the Executive Board of Teamsters Local 986 effective November 4, 2025, due to my retirement.”⁵⁰⁷

147. The same date the resignation agreements and resignation letters were signed, the Local Union 986 executive board held a special meeting. The minutes showed 7 persons present, including “SEAN P. HARREN, PRESIDENT,” “CHRIS S. GRISWOLD, SECRETARY-TREASURER,” and the vice president, recording secretary, and 3 trustees. According to the minutes:

President Harren explained that this was a special meeting for the sole purpose of replacing Secretary-Treasurer Griswold and himself for the remaining term due to Secretary-Treasurer Griswold’s and President Harren’s retirement.

Secretary-Treasurer Griswold and President Harren submitted letters of resignation informing the Executive Board that effective November 4, 2025, they are resigning from the Executive Board as Secretary Treasurer and President, respectively, due to their retirement. (Copy of resignation letters attached).

After discussion and review, a motion was made by Secretary-Treasurer Griswold to nominate Ray Whitmer, Local 986 Vice President, as Secretary-Treasurer for the remaining term to replace himself. Seconded by President Harren. Unanimously approved.

After discussion and review, a motion was made by Secretary-Treasurer Griswold to nominate Tim Vera, Local 986 Coordinator and Business Representative, as

⁵⁰⁶ Exh. SH201, HARREN resignation agreement (11/4/2025).

⁵⁰⁷ Exh. CG102, GRISWOLD resignation letter (11/4/2025). Exh. SH202, HARREN resignation letter (11/4/2025).

President for the remaining term to replace President Harren. Seconded by President Harren. Unanimously approved.

After a discussion and review, a motion was made by Secretary-Treasurer Griswold to nominate Dave Elmore, Local 986 Coordinator and Business Representative, as Vice President for the remaining term to replace Vice President Whitmer. Seconded by President Harren. Unanimously approved.⁵⁰⁸

148. The IBT constitution establishes the procedures for filling vacancies on a local union executive board. Article XXII, Section 9 dictates that “[w]hen an office has been determined to be vacant, all of the remaining Executive Board officers shall have the right to vote to fill the vacancy by appointment for the entire remainder of the unexpired term.”

149. Neither GRISWOLD nor HARREN could participate in the executive board meeting that chose their successors in office. The meeting was conducted the same date as the resignations from office, and the resignation letters were attached to the minutes of the special meeting, but it is unclear whether the effective time of the resignations were before or after the meeting. If the resignation letters were executed before the meeting commenced, both GRISWOLD and HARREN had resigned their positions and were no longer entitled to attend or participate in the executive board meeting, in particular to make motions and seconds and to vote on resolutions. On the other hand, if the resignation letters were effective after the meeting commenced and was concluded, no vacancy existed that could be filled by the executive board at the time of the meeting because GRISWOLD occupied the position of secretary-treasurer and HARREN occupied the position of president for the duration of the meeting.

150. Both GRISWOLD and HARREN breached their fiduciary duty to the local union by nominating and seconding the nominations of their successors in office and voting on those nominations, where the IBT constitution declares that such decisions are to be made by “the

⁵⁰⁸ Exh. EB59, Executive board meeting minutes, special meeting (11/4/2025).

remaining Executive Board officers” or, if they deadlock, by the membership through election. As a result, Ray Whitmer does not hold office as secretary-treasurer of Local Union 986 legitimately. Similarly, Tim Vera does not hold office legitimately as president of Local Union 986 nor Dave Elmore as vice president.

CONCLUSION

The repeated and routine breaches of fiduciary duty by GRISWOLD and HARREN showed that they regarded the union treasury as a means by which they could enjoy luxury living for themselves and, in HARREN’s case, his wife and her adult children. The duty to which they swore required that they protect, not pilfer, the union treasury. Instead of protecting the treasury, they invented definitions of “reasonable” and “union purpose” that justified any expense they chose to incur, whether food or beverage, and whether the guests were close family or non-member personal friends. Such rationalizations have no basis in law and were adopted only as means to the goal of extravagant living. Accordingly, they violated their oaths to conduct themselves “at all times in such a manner as not to bring reproach upon the Union,”⁵⁰⁹ and in particular by “breaching a fiduciary obligation owed to any labor organization by any act of embezzlement or conversion of union’s funds or property.”⁵¹⁰

Nearly every month, the local union executive board received heartfelt requests from members who had fallen behind on their dues, whether because of illness, injury, or personal circumstances, pleading that the union waive or reduce their arrearage so that they might resume good standing status.⁵¹¹ The contrast between the difficulty these members expressed in paying

⁵⁰⁹ Exh. RD1, IBT Constitution, Oath of Office.

⁵¹⁰ Exh. RD1, IBT Constitution, Art. XIX, Section 7(b)(3).

⁵¹¹ See, Exh. EB1 through EB58, Executive board meeting minutes.

their dues and the free and careless way in which GRISWOLD and HARREN wasted their payments away in pursuit of their own sumptuous lifestyles should not be lost.

The resolutions the IBT struck with GRISWOLD and HARREN imposed no discipline on them, did not make the local union whole for the funds they were responsible for diverting to their personal benefit or the dues they evaded, and, importantly, did not expose their wrongdoing to the union's members. Instead, the dues payers who were responsible for generating the income that GRISWOLD and HARREN redirected to themselves through self-dealing were told only that the two had retired.⁵¹² Such an outcome does not adequately address the goals of the Final Order in rooting out and punishing corruption and deterring its recurrence.

⁵¹² Exh. SH203, HARREN email to union staff, subject line: "Goodbye to My 986 Family!!!" (11/4/2025). The email announced that November 4 "will be my last day working for the members of Teamsters Local 986!," thanked the addressees for their loyalty, support and friendship, stated that GRISWOLD "always stood by my side" and that "it's only fitting that I started my career with Chris and now we are ending our careers together." The email identified accomplishments. It did not explain the circumstances that prompted the decisions to cease working for the union. However, it stated the following: "Now I am sure there will be some individuals that will try to discredit us and tarnish our reputation. They will deceive and embellish a story to make us look the absolute worst. But what they say or do doesn't matter to me because the only people that I care about know the truth and that is my family at Local 986."

See also Exh. SH204, Letter from Cliff Reynolds to Union Members re: CHRIS GRISWOLD AND SEAN HARREN RETIREMENT (11/5/2025): "It is with celebration and sorrow that we announce the retirement of two of our solid pillars of strength from Local 986. Chris Griswold and Sean Harren have elected to retire as of Tuesday November 4, 2025. ... As they look forward to the next chapter in their lives, they have decided to retire together as brothers."

See also Exh. SH205, Rene Holliday email to Eileen Rivera (12/4/2025), said to be the text of an Instagram post made 11/5/2025. The post thanked GRISWOLD and HARREN for their work on behalf of staff, shop stewards and members, listed accomplishments and career highlights, and stated: "As we transition to new leadership with Chris Griswold and Sean Harren retiring this week, we want them to know that they will be missed by all of us at Local 986 and we want to thank them for everything they have done for the staff, the members and our communities." The post did not explain why they ended their terms in local union office.

For these reasons, the Independent Investigations Officer recommends that the charges listed in this report be brought and adjudicated against GRISWOLD and HARREN.

Respectfully submitted,

Robert D. Luskin
Independent Investigations Officer



By:

Jeffrey Ellison
Senior Counsel

EXHIBIT LISTS

- 1 - Reference Documents List**
- 2 - Executive Board Meeting Minutes List**
- 3 - GRISWOLD Exhibits List**
- 4 - HARREN Exhibits List**
- 5 – In Town Meals Exhibits List**
- 6 - American Express billing statement excerpts List**
- 7 - Sworn Examination transcript excerpts**

1 - Reference Documents

Exhibit	Description
RD1	Final Order
RD2	IBT const
RD3	LU986 bylaws
RD4	Manual for Secretary-Treasurers (2012 edition)
RD5	29 USC 501
RD6	US v. IBT (Coli)
RD7	US v. IBT (Crapanzano and Lanza)
RD8	McNamara v. Johnston
RD9	Hood v. Journeymen
RD10	Morrissey v. Curran
RD11	USDOL Compliance Tip -
RD12	L-669 – IBT decision re: Martucci

2 - Executive Board meeting minutes list

Exhibit	Description
EB1	Exec Bd minutes 1/26/2009
EB2	Exec Bd minutes 8/24/2015
EB3	Exec Bd minutes 6/26/2016
EB4	Exec Bd minutes 1/23/2019
EB5	Exec Bd minutes 3/20/2019
EB6	Exec Bd minutes 4/16/2019
EB7	Exec Bd minutes 5/15/2019
EB8	Exec Bd minutes 6/19/2019
EB9	Exec Bd minutes 7/25/2019
EB10	Exec Bd minutes 8/21/2019
EB11	Exec Bd minutes 9/24/2019

EB12	Exec Bd minutes 10/22/2019
EB13	Exec Bd minutes 11/19/2019
EB14	Exec Bd minutes 12/19/2019
EB15	Exec Bd minutes 4/28/2020
EB16	Exec Bd minutes 7/28/2020
EB17	Exec Bd minutes 8/25/2020
EB18	Exec Bd minutes 9/23/2020
EB19	Exec Bd minutes 11/24/2020
EB20	Exec Bd minutes 12/17/2020
EB21	Exec Bd minutes 4/30/2021
EB22	Exec Bd minutes 5/26/2021
EB23	Exec Bd minutes 6/24/2021
EB24	Exec Bd minutes 7/31/2021
EB25	Exec Bd minutes 8/24/2021
EB26	Exec Bd minutes 9/29/2021
EB27	Exec Bd minutes 10/29/2021
EB28	Exec Bd minutes 11/29/2021
EB29	Exec Bd minutes 2/25/2022
EB30	Exec Bd minutes 3/14/2022
EB31	Exec Bd minutes 4/14/2022
EB32	Exec Bd minutes 5/19/2022
EB33	Exec Bd minutes 6/18/2022
EB34	Exec Bd minutes 8/30/2022
EB35	Exec Bd minutes 9/29/2022
EB36	Exec Bd minutes 11/17/2022
EB37	Exec Bd minutes 1/27/2023
EB38	Exec Bd minutes 2/17/2023
EB39	Exec Bd minutes 3/15/2023
EB40	Exec Bd minutes 4/28/2023
EB41	Exec Bd minutes 5/21/2023
EB42	Exec Bd minutes 6/17/2023
EB43	Exec Bd minutes 7/31/2023
EB44	Exec Bd minutes 8/22/2023
EB45	Exec Bd minutes 10/20/2023
EB46	Exec Bd minutes 11/28/2023
EB47	Exec Bd minutes 12/20/2023
EB48	Exec Bd minutes 2/23/2024
EB49	Exec Bd minutes 5/31/2024
EB50	Exec Bd minutes 7/24/2024
EB51	Exec Bd minutes 8/23/2024
EB52	Exec Bd minutes 10/25/2024

EB53	Exec Bd minutes 11/22/2024
EB54	Exec Bd minutes 1/24/2025
EB55	Exec Bd minutes 2/19/2025
EB56	Exec Bd minutes 3/14/2025
EB57	Exec Bd minutes 4/25/2025
EB58	Exec Bd minutes 6/13/2025
EB59	Exec Bd minutes 11/4/2025

3 - GRISWOLD Exhibit List

Exhibit	Description
CG1	2021-05-20 - Griswold \$722.89 missing meal receipt
CG2	2021-05-21 - Griswold \$337.54 missing meal receipt
CG47	2021-07-18 Lido Beach Resort folio
CG78	2021-07-19 Speak Clam Bar
CG79	2021-07-21 Speak Clam Bar
CG48	2021-07-26 Captain Jack's
CG85	2021-07-29 Gaucho Grill Buena Park
CG49	2021-08-03 Jake's Famous Crawfish
CG50	2021-08-04 Caffe Allora
CG81	2021-08-04 Cheryl's on 12th
CG82	2021-08-08 Greystone Prime Steakhouse
CG52	2021-08-09 Il Sogno Italiano
CG83	2021-08-09 Old Town Mexican Café
CG70	2021-09-11 Caesars Palace folio
CG68	2021-09-12 Caesars Las Vegas (Vanderpump Cocktail Garden)
CG71	2021-09-12 Ferraro's Italian Restaurant
CG53	2021-09-15 Joe's Seafood Prime Steak and Stone Crab
CG74	2021-09-16 Ferraro's Italian Restaurant
CG69	2021-09-16 Lotus of Siam
CG3	2021-11-18 - Ruth Chris DHL neg
CG4	2021-12-09 Copleys Palm Springs CA
CG86	2021-12-19 315 PCH and Duke's
CG75	2021-12-27 Griswold reimbursement
CG62	2022-01-07 Black Rose Boston
CG63	2022-01-07 Ocean Prime Boston
CG64	2022-01-08 Ocean Prime Boston
CG61	2022-01-09 Filomena Ristorante DC
CG66	2022-01-10 Joe's Seafood DC
CG65	2022-01-11 Charlie Palmer Steak DC
CG35	2022-02-21 Landini Bros

CG36	2022-02-22 Capital Grill
CG37	2022-02-24 Capital Grill
CG38	2022-03-11 Brera Ristorante
CG32	2022-03-11 JW Marriott folio
CG33	2022-03-14 Downtown LA Proper Cara Cara
CG39	2022-03-20 Joe's Seafood
CG40	2022-03-21 Charlie Palmer Steak
CG41	2022-03-22 Charlie Palmer Steak
CG43	2022-04-20 One Steakhouse LV
CG46	2022-04-22 JW Marriott folio
CG55	2022-05-26 Vigilucci's Seafood Steakhouse
CG56	2022-05-27 Bob's Steak and Chop
CG89	2022-06-22 Hilton Capitol Hill folio
CG90	2022-07-23 Hilton Los Angeles-Universal City folio
CG6	2022-09-27 Scotch 80 Prime
CG7	2022-09-28 Esthers Kitchen
CG8	2022-09-28 Ferraro's Restaurant
CG9	2022-09-29 Ferraro's Restaurant
CG10	2022-09-30 MGM Resorts Bardot Brasserie
CG11	2022-10-13 Edgewood Tahoe restaurant
CG12	2022-10-14 Riva Grill Lake Tahoe
CG15	2022-11-22 Hilton folio
CG16	2022-11-27 Trulucks Ocean Restaurant
CG17	2022-12-08 Copleys Palm Canyon
CG18	2022-12-08 Margarita Hotel folio
CG20	2022-12-12 Joe's Seafood
CG21	2023-03-21 Truluck Ocean Restaurant
CG22	2023-03-27 Duke Waikiki
CG87	2023-03-28 AmEx annotated statement
CG59	2023-04-25 Venetian Hotel
CG57	2023-04-25 VHLV Kassi Beach
CG58	2023-04-25 VHLV Kitchen at Commons
CG24	2023-12-04 Royal Palms hotel folio
CG25	2023-12-11 Hilton DC hotel folio
CG31	2023-12-17 Hilton DC hotel folio
CG30	2024-03-17 Del Mar
CG67	2024-03-19 Hell's Kitchen DC
CG28	2024-04-28 Ferraro's restaurant
CG29	2024-04-28 Paiute Golf Resort
CG100	2024-07-23 DoubleTree hotel folio
CG99	2024-08-22 DoubleTree hotel folio

CG92	Dues - 2008-11-21 Griswold letter to GST Keegel
CG93	Dues - 2008-12-15 GST Keegel letter to Griswold
CG91	Dues - Griswold dues history
CG97	Dues - Notice of dues increase to \$128
CG98	Dues - Notice of dues increase to \$140
CG94	Dues - TITAN ledger for Bruce Rollins
CG96	Dues - TITAN ledger for Gerard Frensdorff
CG95	Dues - TITAN ledger for Steven Loone
CG101	Resignation - Griswold resignation agreement
CG102	Resignation - Griswold resignation letter

4 - HARREN Exhibit List

Exhibit	Description
SH1	2019-11-20 - hotel folio Rochester NY - party for Mike Harren
SH2	2019-11-21 Char Steak
SH9	2019-12-10 Trago Lounge
SH8	2019-12-10 Tropicana
SH10	2019-12-11 Tom Urban
SH188	2021-05-10 per diem paid to Harren
SH3	2021-05-20 Harren check stub
SH198	2021-05-18 VHLV folio
SH199	2021-06-08 VHLV folio
SH144	2021-06-08 Gordon Biersch LV
SH146	2021-06-09 Joe's Seafood
SH145	2021-06-09 VHLV Kassi Beach
SH141	2021-06-10 Ferraro's Italian
SH142	2021-06-11 Pancho Villas Grill and Tequila Victorville
SH143	2021-06-11 The Revere Golf Club
SH185	2021-06-11 Virgin Hotels LV folio
SH150	2021-06-19 Ferraro's Italian
SH147	2021-06-19 VHLV folio
SH149	2021-07-15 VHLV folio
SH189	2021-07-20 Javier's
SH148	2021-07-20 Waldorf Astoria LV folio
SH153	2021-09-14 Chayo Mexican Kitchen
SH152	2021-09-14 Morton's LV
SH154	2021-09-15 Joe's Seafood
SH7	2021-09-16 Ferraro's restaurant
SH88	2021-09-20 hotel receipt missing
SH156	2021-11-10 Conrad Hilton folio

SH155	2021-11-10 Ferraro's Italian
SH6	2021-11-25 Conrad hotel folio
SH5	2021-12-02 Ferraro's restaurant
SH13	2021-12-11 Ruth Chris
SH14	2021-12-13 Ferraro's restaurant
SH15	2021-12-14 Morton's
SH16	2021-12-14 Public House
SH16-A	2022-01-16 Conrad Hotel folio
SH158	2022-05-08 Cosmopolitan of LV
SH160	2022-05-09 Joe's Seafood
SH159	2022-05-09 The Bagel Café
SH191	2022-05-09 Virgin Hotel folio
SH107	2022-05-25 Diversions
SH108	2022-05-25 Le Papagayo
SH106	2022-05-25 Omni Resorts folio
SH107	2022-05-25 Diversions
SH109	2022-05-26 Broken Yolk
SH110	2022-06-08 Del Frisco's
SH111	2022-06-08 Del Frisco's
SH113	2022-06-16 Sante Fe Station
SH16-A	2022-06-16 Scotch 80 Prime
SH115	2022-06-24 Ferraro's Italian
SH114	2022-06-25 Conrad LV folio
SH115-A	2022-06-25 Sammy Hagar
SH116	2022-07-12 Ferraro's Italian
SH117	2022-07-13 Del Frisco's
SH119	2022-07-24 Conrad Hotel folio
SH186	2022-07-25 Ferraro's Italian
SH187	2022-07-26 The Bagel Café
SH118	2022-08-08 Del Frisco's
SH17	2022-08-31 Joe's Seafood
SH18	2022-09-08 Business class ticket
SH19	2022-09-13 Ferraro's restaurant
SH20	2022-09-13 Rock and Brew
SH21	2022-09-14 Paiute Golf Resort
SH22	2022-09-14 Santa Fe Station
SH23	2022-09-15 Conrad hotel folio
SH25	2022-10-02 Mabel BBQ
SH24	2022-10-02 PKWY tavern
SH26	2022-10-03 Eat restaurant
SH27	2022-10-03 Virgin hotel folio

SH28	2022-10-10 Barlett Hall
SH30	2022-10-10 John's Grill
SH31	2022-10-11 Bourbon Pub
SH32	2022-10-11 John's Grill
SH33	2022-10-22 Hilton hotel folio
SH35	2022-11-28 Morton Steakhouse
SH36	2022-11-29 Ferraro's restaurant
SH193	2022-12-09 LG Steakhouse
SH39	2022-12-09 Margaritaville hotel folio
SH163	2022-12-18 Mama's Comfort Food and Cocktails
SH41	2022-12-18 Pete's restaurant
SH43	2023-01-12 Business class ticket
SH121	2023-01-13 KOBE Mai Hana Orlando
SH120	2023-01-13 RIX Lounge Orlando
SH122	2023-01-14 Via Napoli Lake Buena Vista
SH124	2023-01-15 RIX Lounge Lake Buena Vista
SH123	2023-01-15 Ruby Tuesday Orlando
SH194	2023-01-13 Email and statement excerpt re missing receipt
SH165	2023-02-27 Del Frisco's
SH195	2023-03-26 Hyatt Regency Waikiki Beach
SH168	2023-03-26 Cheeseburger in Paradise Waikiki
SH169	2023-03-27 Hula Grill Waikiki
SH170	2023-03-28 Hula Grill Waikiki
SH172	2023-03-28 Maui Brewing Waikiki
SH173	2023-03-28 Maui Brewing Waikiki
SH174	2023-03-28 Moana Surfrider
SH176	2023-03-29 Hula Grill Waikiki
SH175	2023-03-29 Moana Surfrider
SH177	2023-03-30 Duke Waikiki
SH178	2023-03-30 Moana Surfrider
SH92	2023-03-31 Mai Tai bar missing
SH53	2023-04-01 Duke Waikiki
SH180	2023-04-01 Kai Coffee
SH55	2023-04-02 Orchids Halekulani
SH183	2023-04-05 Bob Taylor's Ranch House
SH182	2023-04-05 Makers and Finders coffee
SH125	2023-04-24 Ferraro's Italian
SH166	2023-04-24 Ferraro's Italian
SH128	2023-04-24 VHLV Kitchen at Commons
SH126	2023-04-25 Makers and Founders
SH93	2023-04-25 VHLV Commons

SH129	2023-06-05 Ferraro's Italian
SH94	2023-06-05 PH Heart bar
SH96	2023-09-06 Palms Casino
SH97	2023-09-06 Palms Casino
SH103	2023-10-01 Unity conf baggage fee
SH130	2023-10-22 Scotch 80 Prime LV
SH60	2023-11-20 One Steakhouse
SH61	2023-11-27 Shawns Steakhouse
SH62	2023-11-28 Shawns Steakhouse
SH63	2023-11-29 Morton Steakhouse
SH64	2023-11-30 Ferraro's restaurant
SH66	2023-12-02 Ferraro's restaurant
SH132	2024-03-21 Shaw's Steakhouse Santa Maria
SH133	2024-03-24 Enoteca Paso Robles CA
SH134	2024-04-11 Del Frisco's LV
SH75	2024-04-21 Scotch 80 Prime
SH76	2024-04-22 Ferraro's restaurant
SH86	2024-04-22 Ferraro's restaurant
SH77	2024-04-23 Joe's Seafood
SH78	2024-04-24 Ferraro's restaurant
SH79	2024-04-25 Nobu
SH80	2024-04-26 Morton's
SH87	2024-04-26 Morton's
SH81	2024-04-27 Mabel BBQ
SH82	2024-04-28 Los Prados Golf and Country Club
SH137	2024-07-15 Butcher's Cut
SH135	2024-07-15 Sheraton SD folio
SH138	2024-07-16 Panevino
SH136	2024-07-17 Omni La Costa folio
SH139	2024-07-17 Ponto Lago
SH140	2024-07-18 Green Dragon
SH101	2024-08-18 Joe's Seafood
SH102	2024-08-18 Joe's Seafood
SH99	2024-11-04 Resorts hotel folio missing
SH206	2023-03-17 Per diem allowance paystubs
SH200	DUES - Harren dues history
SH201	Resignation - Harren resignation agreement
SH202	Resignation - Harren resignation letter
SH203	Resignation - Harren Goodbye email
SH204	Resignation - Cliff Reynolds letter
SH205	Resignation - Rene Holliday email

5 – In-Town Meals Exhibits

Exhibit	Description
IN1	2019-12-02 Derby Room
IN2	2019-12-05 Craft Hill restaurant
IN23	2020-06-11 Derby Room
IN51	2021-05-21 Vanilla Fish Sushi
IN50	2021-06-02 Vincenza's Terrazza
IN52	2021-07-19 Costas Family Restaurant
IN53	2021-08-16 Chino Hills Brewing
IN54	2021-08-23 King's Fish House
IN55	2021-09-01 Giovanni's Ristorante
IN78	2021-09-02 Gaucho Grill Buena Park CA
IN56	2021-09-11 Tempo Urban Kitchen
IN3	2021-11-29 Vincenzo's Terraza
IN4	2021-12-15 Pizzaioli
IN4-A	2022-02-03 Vincenzo's Terraza
IN57	2022-03-11 Tempo Urban Kitchen
IN58	2022-03-17 Sycamore Inn
IN59	2022-04-14 Pizzaioli
IN83	2022-06-04 Vincenza's Terrazza
IN84	2022-06-10 Septembers Taproom
IN31	2022-06-30 Ola Restobar
IN32	2022-07-05 Squeeze Inn
IN33	2022-07-06 Vincenzo's Terrazza
IN36	2022-07-19 Black Horse Tavern
IN35	2022-08-03 Vincenzo's Terrazza
IN26	2022-08-10 Dog Haus
IN34	2022-08-11 Vincenzo's Terrazza
IN5	2022-08-19 Pizzaioli
IN82	2022-08-24 Dal Rae Restaurant
IN60	2022-08-25 Costas Family Restaurant
IN10	2022-11-18 Blackhorse Tavern
IN6	2022-11-22 Vincenzo's Terraza
IN7	2022-12-02 Houston's restaurant
IN8	2022-12-14 BJ restaurant
IN9	2022-12-15 Vincenzo's Terraza
IN37	2022-12-21 Pour Company Fullerton CA
IN38	2023-01-16 Fonda Don Chon Covina

IN39	2023-01-19 Coco Palm Pomona
IN80	2023-01-19 Coco Palm Pomona
IN40	2023-01-27 Costa's Family Restaurant Covina
IN70	2023-02-01 Casa Moreno Covina
IN63	2023-02-10 Finney's Crafthouse
IN64	2023-02-10 Maiz Cocina
IN62	2023-02-17 Costas Family Restaurant
IN61	2023-03-01 Vincenzo's Terrazza
IN71	2023-03-22 Vincenzo's Terrazza
IN11	2023-04-10 Rosine restaurant
IN41	2023-04-27 Market Broiler Riverside
IN65	2023-05-03 Celestino Pasadena
IN42	2023-05-19 Reunion Kitchen and Bar
IN43	2023-06-08 The Boiler to go
IN66	2023-10-13 Cask 'n Cleaver Steakhouse
IN30	2023-10-20 Via Mar Grill
IN67	2023-11-03 The Derby Room
IN45	2023-11-06 Vincenza's Terrazza
IN68	2023-11-23 Happy Hour Saloon
IN12	2024-01-11 Clearman's North Woods
IN74	2024-01-11 Clearman's North Woods
IN75	2024-01-19 Anchos Southwest Bar and Grill
IN76	2024-03-22 Bistro St. Germain
IN47	2024-03-24 Vincenza's Terrazza
IN46	2024-03-27 Vincenza's Terrazza
IN16	2024-04-17 Costa Family restaurant
IN13	2024-04-18 BJ restaurant
IN14	2024-04-19 Anchos Riverside
IN20	2024-05-13 Vita Italian
IN18	2024-05-28 Costa Family restaurant
IN19	2024-05-30 Coco Palm
IN49	2024-06-27 Costa's Family Restaurant
IN28	2024-09-13 Kenwood Kitchen
IN81	2024-09-14 Owens Bistro

6 - American Express billing Statement Excerpt Exhibits

AX1	2019-11-19 AmEx statement excerpt
AX2	2019-12-19 Amex statement excerpt
AX3	2020-03-19 AmEx statement excerpt
AX15	2020-07-19 AmEx statement excerpt
AX14	2020-09-19 AmEx statement excerpt
AX9	2021-03-19 AmEx statement excerpt
AX4	2021-05-19 AmEx statement excerpt
AX5	2021-06-19 AmEx statement excerpt
AX6	2021-07-19 AmEx statement excerpt
AX7	2021-09-17 AmEx statement excerpt
AX8	2021-10-19 AmEx statement excerpt
AX16	2022-01-19 AmEx statement excerpt
AX13	2022-06-19 AmEx statement excerpt
AX12	2022-10-19 AmEx statement excerpt
AX10	2022-11-19 AmEx statement excerpt
AX11	2022-12-19 AmEx statement excerpt
AX17	2023-03-19 AmEx statement excerpt

7 - Sworn Examination Exhibits

Exhibit	Description
SE1	Sworn exam of Eileen Rivera
SE2	Sworn exam of Sean Harren
SE3	Sworn exam of Chris Griswold
SE4	Sworn exam of Roman Delgado
SE5	Sworn exam of Amanda Macias
SE6	Sworn exam of Steve Loone
SE7	Sworn exam of Maurice McDonald
SE8	Sworn exam of Arthur Silvas
SE9	Sworn exam of Henry Chavez