

To: James P. Hoffa, IBT General President
From: Members of the Independent Review Board
Re: Proposed Charges Against Local 812 President Anthony Rumore
Date: May 4, 2004

I. RECOMMENDATION

The Independent Review Board ("IRB") refers the below report to the IBT General President and recommends that charges be filed against Local 812 President Anthony Rumore ("Rumore") for bringing reproach upon the IBT, breaching his fiduciary duties and embezzlement by engaging in a pattern of using union resources to benefit him personally. It is also recommended that Rumore be charged with violating the March 14, 1989 Consent Order in United States v. IBT ("Consent Order"), interfering with the union's legal obligations under the Consent Order and the union's legal obligations to represent the members of Local 812. The IBT's RISE program brought some of these allegations to the IRB's attention.

II. SUMMARY

Since 1988, Rumore has been the President of Local 812. In 1993, Rumore became the President and principal officer of Joint Council 16 in New York City and he continues in that position.

Based upon an IRB recommendation, on November 7, 2002, the IBT charged Rumore with failing to investigate the status of Barry Feinstein ("Feinstein"), the former President of Local 237 and Joint Council 16, before Rumore permitted Feinstein to appear at a Joint Council 16 education seminar in Florida in February 2002. (Ex. 34)

Pursuant to Paragraph E(10) of the Consent Order, Feinstein was a person enjoined from participating in union affairs with whom IBT members are prohibited to associate. (Ex. 35)¹ On December 13, 2002, the IBT found the charges proven and suspended Rumore from all IBT-affiliated positions for two months. (Ex. 37)² After reviewing Rumore's counsel's

¹ Paragraph E(10) of the Consent Order provides that "officers, representatives, members, and employees of the IBT, are hereby permanently enjoined . . . from knowingly associating with . . . any person otherwise enjoined from participating in union affairs . . ."

² The GEB suspended Rumore for two months from all IBT-affiliated union officer or employee positions. In addition, no IBT-affiliated entity could make any contribution to Rumore's attorney's fees in connection with the charges. (Ex. 37) Pursuant to the GEB decision, Rumore had to correct the damage caused by his dissemination of a March 25, 2002 inaccurate legal opinion letter from the Joint Council's lawyer to all Joint Council 16 delegates by providing to all recipients a corrective letter. (Ex. 37)

submissions, by letter dated April 22, 2003, the IRB found the IBT's decision to be not inadequate. (Exs. 41-42) Rumore's suspension was from April 25 to June 24, 2003. (Ex. 43; Ex. 12 at 12) Rumore's appeal of that decision is pending before United States District Court Judge Loretta Preska.³

The current investigation has developed evidence that Rumore brought reproach upon the IBT, breached his fiduciary duties and embezzled Local 812 assets through engaging in a pattern of directing Local employees to perform personal services for him and his family. This has been a longstanding practice of Rumore. For example, in the late 1980's while his two daughters were attending high school, Rumore regularly directed two business agents to pick up his daughters at their high schools in Manhattan and drive them home. (Ex. 4 at 239-240; Ex. 46 at 10) In

After reviewing the IBT's decision and Rumore's submissions, on March 13, 2003, the IRB informed the IBT that its decision was not inadequate. However, the IRB informed the IBT that

union resources were used to pay for Joint Council 16's attorney's March 25, 2002 opinion which ignored controlling law to attempt to support Rumore personally. As a result, the IRB recommends that Rumore be required to reimburse the Joint Council for the cost of Phillip Landigan's March 25, 2002 legal opinion.

(Ex. 39) The IBT adopted this suggested modification. (Ex. 38)

³ Based upon Rumore's request, on May 9, 2003, the IRB stayed the requirement that Rumore disseminate the corrective letter until District Court Judge Loretta Preska issued her decision on his appeal. (Ex. 45)

the early 1990's, Rumore directed two business agents to put a new roof, skylights and a deck on his house in Pennsylvania. (Ex. 46 at 23-24; Ex. 5 at 196-198) This personal work took approximately two weeks and the Local paid the business agents during that period. (Ex. 5 at 197; Ex. 46 at 23-24)

The pattern has continued. Within the last five years, on at least three occasions, Rumore directed Local business agents to move his personal belongings or the personal belongings of one of his family members from a residence. (Ex. 12 at 129, 148, 150-154, 157, 179-180)

Rumore also directed that Local business agents stay in his apartment for four days while the apartment was cleaned to ensure that the cleaning personnel did not steal any of his family's personal belongings. (Ex. 12 at 172-173; Ex. 30 at 85-86; Ex. 7 at 106) In addition, at Christmas time, Rumore regularly directed business agents to deliver a Christmas tree to his apartment in downtown Manhattan and set it up. (Ex. 1 at 178-179; Ex. 6 at 131; Ex. 9 at 144-145; Ex. 48 at 143, 175-176; Ex. 46 at 28-29; Exs. 50-52)

Moreover, Rumore continued to use Local employees to chauffeur his family. He directed Local business agents to drive his two daughters to medical appointments and appointments with a guru in New Jersey. (Ex. 2 at 126-127;

Ex. 4 at 197, 285; Ex. 7 at 84-87; Ex. 8 at 50-53, 153-155)

In approximately October 2000, Rumore also instructed two business agents to drive one of his daughters to various locations to shop for flowers, rings, dresses and a photographer for her wedding. (Ex. 4 at 285; Ex. 7 at 82-86) Rumore also directed two business agents to drive him and his family to Baltimore for a wedding. (Ex. 7 at 88-89; Ex. 8 at 58-60; Ex. 30 at 82-83) One business agent drove Rumore and his family in one car and the other business agent drove another Local vehicle to bring the gowns for Rumore's family members. (Ex. 7 at 88; Ex. 30 at 83)

In addition, Rumore directed business agents to perform personal services for his father and at his father's residence. (Ex. 6 at 133-136; Ex. 5 at 215-216; Ex. 48 at 92-95, 144-145; Exs. 49-51) Rumore's father, Louis Rumore, was a prohibited person under the Consent Order.

The totality of the conduct showed that Rumore engaged in a longstanding practice of using Local employees to perform personal services for himself and his family. Rumore directed Local employees to complete many of these personal errands using Local 812 owned vehicles during regular business hours.

It is also recommended that Rumore be charged with violating the Consent Order and interfering with the union's legal obligations under the Consent Order by causing Local employees to have contact with his father, Louis Rumore, who was a prohibited person pursuant to Paragraph E(10) of the Consent Order. In 1990, Louis Rumore entered into an Affidavit and Agreement to permanently resign from the IBT to resolve the Investigations Officer's charge that he was a member of the Gambino La Cosa Nostra ("LCN") Family. (Ex. 73) This Agreement was entered as a court order. (Ex. 73)

Despite the prohibition against IBT members knowingly associating with Louis Rumore, on at least three occasions, Monday, August 2, 1999, Wednesday, July 11, 2001 and Friday, July 13, 2001, Rumore directed Local business agents to raise a tent at Louis Rumore's home for family parties. (Exs. 49, 51; Ex. 5 at 215-216; Ex. 6 at 133-136; Ex. 48 at 92-95, 144-145) Louis Rumore was present at his home and spoke to the business agents on at least one of these occasions in 2001. (Ex. 5 at 216) On at least three other occasions, Rumore also directed a Local business agent to chauffeur his father to or from medical appointments. (Exs. 50-51, 71; Ex. 48 at 125-126) Not only was this part of the pattern of Rumore using union

resources for his personal benefit, but it also demonstrated Rumore's disregard for the Consent Order's prohibition against Local officials and members knowingly associating with persons enjoined from participating in union affairs. Rumore knowingly caused the Local employees to have contact with a prohibited person.

It is further recommended that Rumore be charged with interfering with the union's legal obligation to represent members. In 2003, Rumore ordered the Local to cancel seventeen arbitrations on behalf of its members because he was dissatisfied with the amount of members' contributions the Local's employees had collected for the Anthony Rumore Legal Expense Trust ("Expense Trust"). In April 2003, the Expense Trust had been established to help Rumore pay his personal legal bills. (Ex. 75)

The Local's attorney, who set up the Expense Trust, had advised the business agents not to make collections for the Expense Trust. (Ex. 2 at 86; Ex. 7 at 60-61; Ex. 17 at 56-57) Despite this, Rumore instructed the business agents to solicit contributions. (Ex. 1 at 137; Ex. 2 at 98-99; Ex. 5 at 162, 164, 169-170; Exs. 81 and 82) After Rumore returned from his suspension on June 25, 2003, he received an \$88,000 legal bill dated June 27, 2003. (Ex. 79) Rumore repeatedly questioned the officers

and business agents at meetings about member contributions to his Expense Trust. (Ex. 1 at 128-129; Ex. 4 at 216; Ex. 5 at 167; Ex. 7 at 70; Ex. 9 at 136-137; Ex. 8 at 121-123; Ex. 12 at 65-67, 81, 88-89) In approximately August 2003, Rumore ordered the business agents to concentrate on "collecting my money" and ignore union business. (Ex. 1 at 137; Ex. 2 at 99; Ex. 3 at 53, 55-56) Rumore also told five of the business agents, "[i]f my lawyers don't eat, they [the business agents] don't eat." (Ex. 2 at 99; Ex. 4 at 217; Ex. 3 at 59-60; Ex. 5 at 163; Ex. 6 at 116; Ex. 7 at 68; Ex. 9 at 137-138) In approximately August 2003, Rumore delayed for several hours the paychecks for the Local's employees until they had reported to him the amounts they had collected for his Expense Trust. (Ex. 1 at 131; Ex. 2 at 99-103; Ex. 3 at 60; Ex. 8 at 139-140; Ex. 12 at 88-89; Ex. 5 at 170-171)

Dissatisfied with the amount of the member contributions to the Expense Trust, during a meeting on or about August 19, 2003, Rumore directed that Local arbitrations on behalf of members be cancelled. (Ex. 1 at 127-132; Ex. 2 at 103, 105; Ex. 5 at 162-167) When Local 812 business agents protested the suspension of the arbitrations because some of the members might lose their jobs or continue on suspension, Rumore responded, "I don't

give a fuck, leave the cocksuckers in the street." (Ex. 1 at 130; Ex. 7 at 70-72; Ex. 4 at 217; Ex. 5 at 163; Ex. 9 at 138) Based upon Rumore's instructions, on August 19, 2003, notices were sent to the attorneys and arbitrators cancelling the arbitrations. (Ex. 10) In addition, at least four members were sent letters cancelling their arbitrations. (Ex. 11)

Rumore claimed at an IRB sworn examination that he ordered the arbitrations reinstated "a day or two later." (Ex. 12 at 73) In fact, the arbitrations remained suspended over a month, until they were reinstated by notices dated September 25, 2003. (Exs. 85 and 86) On September 24, 2003, the day of the IRB sworn examinations of Local 812 officers Warren Marsh ("Marsh") and Thomas Rosano ("Rosano"), Local 812 counsel insisted that the arbitrations be reinstated. (Ex. 1 at 133-134; Ex. 2 at 106; Ex. 8 at 129-130, 136-137; Ex. 17 at 78-79; Ex. 57 at 85) It was only then that they were reinstated. (Ex. 1 at 131-134)

By his conduct in suspending the arbitrations on behalf of the Local's members, Rumore disrupted and interfered with the Local's legal obligations to represent

its members in apparent violation of Article XIX, Section 7(b) (5) of the IBT Constitution.⁴

By his conduct, it appears that Rumore brought reproach upon the IBT, breached his fiduciary duties to the members, violated the Consent Order, embezzled Local resources and disrupted and interfered with Local 812's legal obligations in violation of Article II, Section 2(a) and Article XIX, Section 7(b) (1), (2), (3) and (5) of the IBT Constitution.

III. JURISDICTION

Pursuant to Article XIX, Section 14(c)(1) of the IBT Constitution, this matter is within the jurisdiction of the IBT General President. Paragraph (G)(e) of the March 14, 1989 Consent Order in United States v. International Brotherhood of Teamsters, 88 Civ. 4486 (S.D.N.Y.) and Paragraph I(6) of the Rules and Procedures for Operation of the Independent Review Board ("IRB Rules") require that within 90 days of the IRB's referral of a matter to an IBT entity, that entity must file with the IRB written findings setting forth the specific action taken and the reasons for that action. Pursuant to Paragraph I(9) of the IRB Rules,

⁴ Article XIX, Section 7(b)(5) of the IBT Constitution states that the basis for charges against IBT members and officers includes the following:

not meeting this deadline may be considered a failure to cooperate with the IRB.

IV. INVESTIGATIVE FINDINGS

A. Background of Local 812

Local 812 has approximately 3,855 members employed in the soft drink, brewery, needle trade, and industrial and textile industries in the greater New York area and vicinity. (Ex. 13)

Local 812 is located on the second and third floors at 200 Summerfield Street, Scarsdale, New York.

(Exs. 12 and 14) The Local's Health Fund is located on the first floor of 200 Summerfield Street and the first floor of 188 Summerfield Street. (Exs. 15 and 16)⁵ The Soft Drink and Brewery Workers Union Local 812 Retirement Fund ("Retirement Fund") is located on the second and third floors of 188 Summerfield Street.

B. Anthony Rumore

Conduct which is disruptive of, interferes with, or induces others to disrupt or interfere with, the performance of any union's legal or contractual obligations. . . .

⁵ The two buildings are adjacent to one another. (Ex. 3 at 25, 27; Ex. 17 at 45)

Rumore became a member of Local 812 in approximately 1970.⁶ In 1982, he was appointed a Trustee of Local 812. Since 1988, Rumore has been Local 812's President and principal officer. (Ex. 19 at 4-6; Ex. 20 at 3-5; Ex. 21 at 3; Ex. 12 at 3-4; Ex. 13)

When Rumore became President and principal officer of Local 812 in 1988, his father, Louis, was the Local's Vice-President. As detailed below, in 1990, the Investigations Officer charged Louis Rumore with being a member of the Gambino LCN family. (Ex. 22)

Rumore was also a Trustee of both the Local 812 Health Fund and the Retirement Fund. (Exs. 15 and 23) In January 2004, the Local's Executive Board removed Rumore as a Trustee of both the Health Fund and the Retirement Fund. (Ex. 24)

Since 1997, Rumore has been the President and principal officer of Joint Council 16 in New York City. (Ex. 25) On April 12, 1993, the IBT placed Joint Council 16 in Trusteeship. (Ex. 26) After the IBT released the Joint Council from Trusteeship on October 12, 1993, Rumore was elected Recording Secretary. In 1993, after the death of the then Joint Council 16 President, the Joint Council's

⁶ Rumore graduated from Fordham University in 1966 with a major in English. He received his M.B.A in Professional Management from Pace

Executive Board appointed Rumore to be President. In 1997, Rumore was elected President of Joint Council 16. (Ex. 20 at 3-5; Ex. 21 at 3-4; Ex. 25)

In 2002, Rumore's annual salary from Local 812 was approximately \$160,000. (Ex. 13)⁷ In addition, in 2002, Rumore received approximately \$38,800 from Joint Council 16. (Ex. 27) He received a total of \$198,800 in IBT salaries that year. (Exs. 13 and 27)

Until her resignation on January 16, 2004, Rumore's wife, Elizabeth, was the Director of the Retirement Fund. (Ex. 23; Ex. 3 at 25; Ex. 17 at 45; Ex. 28) During the fiscal year ended June 30, 2002, she received approximately \$202,500 from the Retirement Fund. (Ex. 23) The combined salaries of Rumore and his wife during the year 2002 from IBT-affiliated entities was approximately \$401,300. (Exs. 13, 23 and 27)

Rumore and his wife reside in an apartment in lower Manhattan, which is approximately twenty-five miles from Local 812. (Ex. 29; Ex. 12 at 24, 172, 177) They have two adult daughters, Lisa and Toni. (Ex. 12 at 160) Rumore's daughters were never IBT members. (Ex. 4 at 197)

Lisa Rumore lives and works in Manhattan. (Ex. 12 at 165,

University in 1971. (Ex. 18; Ex. 19 at 4-5)

180, 187; Ex. 30 at 77; Ex. 8 at 52-53) Toni Rumore lives in Manhattan. (Ex. 2 at 125; Ex. 17 at 79-80, 86; Ex. 57 at 87-88)

C. Local 812 Employees

In addition to Rumore, the other Local 812 officers are Secretary-Treasurer Thomas Rosano, Recording Secretary Joseph Vitta ("Vitta"), Vice President Joseph Wojciechowski ("Wojciechowski"), and Trustees Warren Marsh, Thomas Malone ("Malone") and Mario Alvarez ("Alvarez").

(Ex. 13) With the exception of Alvarez, who was employed at Coca Cola, all of the officers were also full-time Local business agents.⁸ In addition, the Local employed John Cotoggio ("Cotoggio") as a business agent and John O'Neill ("O'Neill") as a Political and Legislative Director. (Ex. 32 at 9)⁹

The Local's employees also included controller John Scarpatti and Joel LeFevre, the Education Coordinator.

(Ex. 13) In addition, the Local employed two clerical employees, Rumore's executive assistant, Lorraine Rotante

⁷ On December 9, 2002, the Executive Board voted to increase Rumore's annual salary to \$184,000. (Ex. 31)

⁸ In 2002, Local 812 paid the following salaries: \$160,000 to Rosano; \$105,000 each to Vitta and Wojciechowski; \$90,000 to Marsh and \$74,980 to Malone. (Ex. 13)

⁹ On May 18, 2003, O'Neill was fired. (Ex. 33)

("Rotante"), and office secretary Rashida Bolden ("Bolden"). (Ex. 13)¹⁰

D. Rumore Directed Local 812 Employees to Perform Personal Services for Him and His Family

As detailed below, for over a decade, Rumore, the Local's principal officer, engaged in a pattern of directing Local employees to perform personal chores for him and his family. These employees performed these tasks as union work. As detailed below, it appears that Rumore breached his fiduciary duties and embezzled union resources for his personal benefit.

Each of the Local's five full-time officers, Rosano, Vitta, Wojciechowski, Malone and Marsh, testified that Rumore directed them to perform personal work for him and his family. (Ex. 5 at 196-198; Ex. 1 at 176; Ex. 3 at 35; Ex. 4 at 264; Ex. 57 at 59) Wojciechowski and Rotante sometimes delivered Rumore's directions to other employees. (Ex. 1 at 177; Ex. 8 at 45-47; Ex. 12 at 157, 172-174) In addition to the testimony of the Local's officers, business agent Cotoggio, retired officer John Russo ("Russo"), the former political coordinator O'Neill, Rumore's executive assistant Rotante and Local secretary Bolden also testified they were directed to perform personal services for Rumore.

¹⁰ From approximately 1998 to the end of 2002, Rotante was the

(Ex. 30 at 89-90; Ex. 6 at 156; Ex. 32 at 87-88; Ex. 46 at 23-24, 34-37, 39, 46, 49-50; Ex. 8 at 35-44; Ex. 47 at 26, 28-29)

In addition to the testimony of the Local's officers and employees, for the period from January 1, 1999 to September 26, 2003, Malone, a business agent and Trustee, kept a contemporaneous diary of his work days and noted in his diary when he performed personal services for Rumore and his family. Malone testified that he recorded approximately 98% of his daily work activity in his diary "[a]s it occurred." (Ex. 48 at 85-86) Malone provided a copy of his diary to the Chief Investigator. (Exs. 49-53)

In addition, business agent Cotoggio made some contemporaneous notations on his monthly calendars regarding personal work he did for Rumore. (Ex. 6 at 126-128; Ex. 62)¹¹

Furthermore, Rumore admitted that the Local's officers and employees performed certain personal services for him. Rumore claimed that the personal services were performed as voluntary "favors" for him. (Ex. 12 at 153, 177) The evidence did not support this contention.

Moreover, Rumore's claim ignored that as the Local's

Local's office manager. (Ex. 8 at 6) In January 2003, she became Rumore's executive assistant. (Ex. 8 at 6)

principal officer, he had the fiduciary obligation to ensure that the Local's employees were performing union work and not alleged "favors" for him.

Rumore further claimed that since the business agents' work hours were flexible, any personal services they performed for him on business days were offset by their union work at other times. (Ex. 12 at 152-153) As detailed below, this claim was contradicted by the evidence.

Since at least 1999, at Rumore's direction, Rotante scheduled Local business agents, Cotoggio, Malone, Marsh, Vitta and Wojciechowski, to run errands for Rumore and his family. (Ex. 8 at 45-47, 53; Ex. 47 at 40)¹² In addition, Rumore sometimes directed Vice President Wojciechowski to arrange for business agents to perform personal work for him. (Ex. 1 at 177) When asked about how he arranged for business agents to perform personal work for him, Rumore asserted that, "I would always call Wojciechowski. I would always ask if there was availability, if there was an agent down, someone in the proximity. It was not an order." (Ex. 12 at 158) Rumore,

¹¹ Cotoggio testified that he did not "write these things down all the time." (Ex. 6 at 127)

¹² Rotante testified that when she contacted the business agents, they "were pissed off" when they had to run personal errands for Rumore and his family. (Ex. 8 at 54-55)

the Local's principal officer, testified that, "It's the kind of thing where you say, hey, are you free and can you help." (Ex. 12 at 158)

1. **Rumore Directed Business Agents to Perform Personal Services for Him in Pennsylvania**

Rumore directed Local 812 business agents to perform personal services for him at his home in Lakeview, Pennsylvania. This was approximately 177 miles from the Local. (Ex. 58) In the early 1990s, Rumore directed two business agents at the time, Russo and Rosano, to do work on his Lakeview home.¹³ In addition, on Wednesday, March 22, 2000, Rumore directed five of the Local's six business agents to move his personal belongings from his Lakeview home to the building where the Local's Health Fund was located.¹⁴

In the early 1990's, Rumore instructed Local business agents Russo and Rosano to drive to Lakeview and work on his house. (Ex. 46 at 23) Russo and Rosano, "put

¹³ At that time, Russo was a Local business agent and a Trustee. (Ex. 54; Ex. 46 at 5) In 2000, Russo retired. (Ex. 46 at 5, 18)

¹⁴ In November 2003, the Local 812 Executive Board gave Rumore a letter notifying him that he had to move all of his personal possessions out of the premises the Health and Retirement Funds occupied. (Ex. 4 at 282) The weekend before Thanksgiving 2003, Rumore had the Salvation Army remove his personal possessions from the premises. (Ex. 4 at 282)

skylights in on the roof, we put a new roof on and we put a deck around the whole house." (Ex. 46 at 23-24; Ex. 5 at 196-198) It took approximately two weeks to do this work. (Ex. 5 at 196-198; Ex. 46 at 23-24)¹⁵ When Russo and Rosano worked on Rumore's home, they did not take any vacation and were paid their Local 812 salaries. (Ex. 46 at 23; Ex. 5 at 197) In addition, Russo testified that a couple of times each year between 1992 and 1995, Rumore directed Russo to go to his house in Pennsylvania to mow the lawn and clean the gutters. (Ex. 46 at 26)

After Rumore sold his home in Lakeview, on Wednesday, March 22, 2000, Rumore directed Rosano, Vitta, Wojciechowski, Malone and Russo to move his household goods from Pennsylvania to the first floor of the building the Local 812 Funds occupied. (Ex. 12 at 150-154; Ex. 3 at 33-36; Ex. 32 at 87-88; Ex. 57 at 53-55, 59-60; Ex. 2 at 66-67; Ex. 4 at 259-262; Ex. 17 at 50; Ex. 1 at 145-147; Ex. 46 at 45-47) For this date, Malone's contemporaneous diary stated, "Wed 3/22 Penn clean out A's house home 10:30 pm. (Ex. 50) Rumore admitted that the five business agents

¹⁵ Russo testified that during the two weeks he and Rosano worked on Rumore's house, they stayed in Pennsylvania one night. The other nights they drove back to their homes in New York. (Ex. 46 at 24) Rosano testified that he stayed at Rumore's house during the week and only drove home on the weekends. (Ex. 5 at 197-198)

moved items from his home in Pennsylvania to Scarsdale.

(Ex. 12 at 151-153, 155, 157)¹⁶

It took approximately six hours to drive the 350 mile roundtrip from Scarsdale to Lakeview. (Ex. 58; Ex. 4 at 261; Ex. 12 at 142, 147, 153) This move took an entire workday. None of the officers took a vacation day. (Ex. 12 at 155; Ex. 3 at 34-36; Ex. 2 at 69; Ex. 46 at 47) Since they arrived at the Funds building late at night, the business agents did not unload Rumore's belongings from the vehicles until the next day. (Ex. 57 at 61; Ex. 4 at 265)

Some of the business agents used their union vehicles to drive the six hours to Pennsylvania and back the day of the move. (Ex. 12 at 154; Ex. 57 at 59; Ex. 3 at 34-36; Ex. 32 at 88-89; Ex. 46 at 46; Ex. 4 at 261; Ex. 1 at 145-146) In addition, Rumore testified that he "rented a small step-up truck." (Ex. 12 at 151)

Since they were occupied moving Rumore's belongings on Wednesday, March 22, 2000, all of the Local's business agents were unavailable for union work that day.¹⁷ They did not return to New York from Pennsylvania until

¹⁶ Rumore claimed that the business agents were asked to clear their work schedules in order to perform this work for him on a business day as a "favor." (Ex. 12 at 151-153, 155, 157)

¹⁷ In 2000, Local 812 employed six business agents. Five of the business agents were officers. The only business agent who did not travel to Pennsylvania to move Rumore's belongings was Marsh. Marsh

late that night. (Ex. 12 at 155; Ex. 3 at 34-36; Ex. 2 at 69-70; Ex. 4 at 261-263; Ex. 1 at 146) Rumore did not pay any of the business agents for their assistance. (Ex. 3 at 34) The Local derived no union benefit on the day that the officers moved Rumore's household goods from Pennsylvania to the Funds' building. (Ex. 2 at 69-70)

In contrast to Rumore's claim that the business agents moved his personal items from Pennsylvania to New York as a "favor", as discussed below, several of the business agents testified that they were directed to perform personal work for Rumore and these tasks were not "favors" for Rumore. (Ex. 3 at 35; Ex. 4 at 264; Ex. 57 at 59; Ex. 46 at 50)

In addition, Rumore's father, Louis Rumore, was present in Pennsylvania during the move. Several business agents testified that they saw Louis Rumore at the Lakeview home during the move. (Ex. 4 at 258-260; Ex. 1 at 147; Ex. 46 at 45-46) Russo testified that he spoke with Louis Rumore during the move and stated, "I guess everybody else did." (Ex. 46 at 45-46) As detailed below, pursuant to Paragraph E(10) of the Consent Order, all IBT members were prohibited from knowingly associating with Louis Rumore

testified that he "was out with the quadruple bypass or I was on vacation at the time." (Ex. 7 at 126)

based upon his Agreement to permanently resign from the IBT. By knowingly causing the Local's business agents to have contact with a prohibited person, Rumore demonstrated his disregard for the terms of the Consent Order.

2. Rumore Directed Business Agents to Move Louis Rumore's Personal Effects

Rumore's father, Louis, died on or about October 1, 2001. (Ex. 12 at 129; Ex. 3 at 32; Ex. 59) At the time of his death, Louis Rumore lived on Lithonia Avenue in Queens, New York, approximately twenty-one miles from the Local. (Ex. 12 at 148; Ex. 60) On three separate workdays Monday, April 1, 2002, Monday, April 15, 2002 and Thursday, May 9, 2002, Rumore directed business agents to move his father's belongings from Queens to the first floor of 188 Summerfield Street. (Ex. 61; Ex. 3 at 31-33; Ex. 2 at 74-75; Ex. 4 at 281; Ex. 7 at 44-45, 49-50; Ex. 32 at 92-93; Ex. 17 at 48-50; Ex. 1 at 165; Ex. 30 at 35-36; Ex. 57 at 96-97; Ex. 52; Ex. 8 at 78-79)¹⁸

Malone, Marsh, O'Neill, Vitta, Wojciechowski, Cotoggio and Rosano each testified that Rumore directed

¹⁸ The business agents used union owned vehicles to transport Rumore's father's personal effects from Queens to 188 Summerfield Street. (Ex. 57 at 96-97; Ex. 2 at 74; Ex. 3 at 31-33; Ex. 7 at 49; Ex. 17 at 50; Ex. 30 at 36; Ex. 8 at 78-80, 84-85)

them to move items from his father's home. (Ex. 48 at 154; Ex. 7 at 50; Ex. 32 at 92, 120-121; Ex. 2 at 74-76; Ex. 4 at 281; Ex. 1 at 165-166, 176; Ex. 30 at 36-37; Ex. 5 at 233-234) For April 1, 2002, Malone's diary entry stated, "Mon 4/1 meet John Cot[oggio] left my car LIC [Long Island City] Pepsi lot. Went to A's house. We took him to airport. We meet Rosano & Warren [Marsh] at pop's house took furniture to office. John took me back to get my car." (Ex. 52)¹⁹ Cotoggio's calendar for that date stated, "AR - TM, TR WM." (Ex. 62) Malone's diary also contained the following entry: "Mon 4/15 1 - meet Rosano 7 am at office to pick up pop's keys - Got there 8 am by myself waited till 11:30 am to put 2 box's in my jeep 2 - took to office 3 - went back to house at 2 pm - for more." (Ex. 52)

Vitta, Marsh, Cotoggio, Wojciechowski and Malone testified that on or about Thursday, May 9, 2002, they spent most of the day at Louis Rumore's house moving personal items to 188 Summerfield Street. (Ex. 2 at 74; Ex. 4 at 281; Ex. 3 at 32; Ex. 7 at 49, 51; Ex. 30 at 37; Ex. 52; Ex. 1 at 165-166; Ex. 8 at 78-79, 84-85) Malone's

¹⁹ Malone testified that the reference to "pop" in his diary referred to Louis Rumore. (Ex. 48 at 92)

diary for this date stated, "Thur 5/9/02 all day clean out pop's house bring stuff to office". (Ex. 52)²⁰

3. Rumore Directed Business Agents to Perform Personal Services at his Apartment in Manhattan

Rumore directed Local business agents to do work for him at his apartment in Manhattan. These services included staying in the apartment for several business days while the apartment was being cleaned, purchasing an air conditioner for the apartment and moving plants and rugs from the apartment. In addition, each year since at least 2000, Local employees delivered and set up a Christmas tree at his apartment. These personal services were done on business days. Rumore breached his fiduciary duties and embezzled Local resources when he directed business agents to perform personal work for him when they should have been performing the union work for which they were paid.

Between Tuesday, September 3 and Friday, September 6, 2002, Rumore asked Wojciechowski to find business agents to stay in his apartment during the day while it was being cleaned. (Ex. 12 at 172-173; Ex. 30 at 85; Ex. 62; Ex. 7 at 106; Ex. 8 at 75) Cotoggio and Malone

²⁰ Cotoggio's calendar for May 9, 2002 included the notation, "JW JC JV WM TR TM." (Ex. 62)

were assigned to stay in Rumore's apartment to ensure that none of the cleaning people stole anything from the apartment. (Ex. 30 at 85-86; Ex. 8 at 75; Ex. 48 at 164-166) Cotoggio's calendar for September 3rd through 6th contains the notation "AR House" on each date. (Ex. 62)²¹

This was not the only time Rumore used Local employees to provide security services at his apartment. Cotoggio testified that also in 2002, on another occasion, he spent several hours one day sitting in Rumore's apartment while workers put up window blinds. (Ex. 30 at 88-89)

In addition, Local employees took rugs on Rumore's instructions from his apartment to be cleaned. (Ex. 12 at 177-178) Rumore directed them to move the furniture in his living room and take the beds apart in each of the bedrooms in order to pick up the rugs. (Ex. 30 at 90-91; Ex. 3 at 39-41; Ex. 32 at 119-120; Ex. 8 at 77; Ex. 2 at 79-80) Malone's diary entry for Wednesday, September 4, 2002 was as follows: "1- took bus to A' house. Meet Cot[oggio] at house. Tommy/Vitta/Warren/Me/& Cot pull up all rugs put in Warren's car Vitta took to office

²¹ On September 3rd and 5th, Cotoggio included other entries including a "TFS contract meeting" on September 5th. (Ex. 62) Cotoggio testified that while he was at Rumore's apartment during this time, he made some work phone calls and sometimes after he left, he visited a shop. (Ex. 30 at 86)

Rosano drove me home 5 p.m." (Ex. 52) According to Malone's diary, on Thursday, September 5th, he "went to A's house 1 p.m. to relieve John Cot. Stay with cleaning people to 4 p.m. Went home." (Ex. 52)

Rumore admitted that he instructed Cotoggio, Malone, Vitta and Wojociechowski to go to his apartment, remove three Persian rugs and bring them to the Local in their union vehicles. (Ex. 12 at 177-178) At the Local, Rumore had a carpet cleaning service take possession of the rugs. (Ex. 12 at 177-178; Ex. 30 at 86-87; Ex. 3 at 38-41; Ex. 2 at 79-80; Ex. 4 at 286; Ex. 17 at 51; Ex. 8 at 76)

On Wednesday, December 18, 2002, Rumore told the business agents to take the rugs that they had removed in September back to Rumore's apartment and reinstall them. (Ex. 30 at 88; Ex. 3 at 40; Ex. 8 at 76-77; Ex. 2 at 79-80; Ex. 4 at 286; Ex. 17 at 8; Ex. 6 at 147; Ex. 9 at 159)²² Malone's diary for December 18, 2002 included the following notation: "me, Wojo, Cot & O'Neil & Anthony went to house laid down rugs." (Ex. 52; Ex. 48 at 166)

²² When questioned about this, Rumore testified that, "Rosano found a carpet cleaner for me and it was actually, I think, three area rugs. I don't want you to get the impression that we need a moving van for this thing. It was the type of thing that you could fold up. You guys know what area rugs are like. If you fold them up, you can put them on a dolly and throw them in one of the station wagons and drop them off at the cleaners and get them back." When Rumore was asked if the business agents used union vehicles to move the rugs, Rumore testified "probably." (Ex. 12 at 177-178)

Since at least 2000, at Rumore's direction, each year Local 812 business agents delivered a Christmas tree to Rumore's Manhattan apartment. They also set it up. (Ex. 48 at 143, 175-176; Ex. 9 at 144-145; Ex. 6 at 131; Ex. 1 at 178-179; Ex. 46 at 28-29; Exs. 50-52)²³ For example, Cotoggio and Malone testified that on Monday, December 18, 2000 they brought a Christmas tree to Rumore's apartment and set it up. (Ex. 6 at 131; Ex. 48 at 143)²⁴

In 2001, Malone's diary for December 18, 2001 stated: ". . . Office 10 am waited all day till 5:30 p.m. to del xmas tree's [sic]. (Ex. 51) On that date, a \$10.00 receipt was submitted to a fund created through contributions from the Local's business agents.²⁵ This receipt stated, "AR J. Cotoggio Christmas tree." (Ex. 63)

In addition, Malone testified that on Friday, December 20, 2002, he took a Christmas tree to Rumore's apartment and set it up. (Ex. 48 at 175-176) Malone's

²³ In addition, Russo, who retired in 2000, testified that on four or five occasions he brought a Christmas tree to Rumore's apartment and set it up there. (Ex. 46 at 28-29)

²⁴ It also appears that on occasion the business agents were directed to deliver Christmas trees to Rumore's daughter's residence. (Ex. 1 at 179; Ex. 48 at 143)

²⁵ According to Rosano, this fund was funded through donations of \$50 per week by each business agent. The money in this fund was used to pay various expenses not attributable to Local 812, such as certain meals, and to pay expenses for running in any contested Local election. (Ex. 57 at 123-129)

diary entry for that date stated, "Took xmas tree to A's house. meet O'Neill, Rosano at A's house, fix wall unit. 3 hrs." (Ex. 52) O'Neill testified that in 2002, "we had to bring a Christmas tree" to Rumore's apartment. (Ex. 32 at 120)

In addition, on Tuesday, November 9, 1999, Rumore directed Malone to go to Rumore's apartment, pick up two plants and bring them to Local 812. (Ex. 48 at 102-103) Malone testified that he,

went to his [Rumore's] house by myself and he had two big yucca trees -- I think they were yucca trees in these big, big pots and I had to bring a hand truck and I took these two, big, big pots with dirt in it, that weighted 150 pounds each and he [Rumore] had them in the hallway where he lives, took them down the hallway in the elevator, down the steps into the street and put them in the car by myself and proceeded to 812's office and dropped them off in the backyard.

(Ex. 48 at 102) Malone's diary entry for that day stated, "Tue 11/9 A's house plants My jeep to shop." (Ex. 49)

Malone testified that on Tuesday, August 5, 2003, Rumore gave him \$650 and told Malone to buy an air conditioner for Rumore. (Ex. 48 at 159) Rotante testified that she "had to call and find an air conditioning firm at a good price." (Ex. 8 at 69) Rotante testified that Malone had to purchase the air conditioner for Rumore. (Ex. 8 at

69) After he purchased the air conditioner, Malone brought it to Rumore's apartment. (Ex. 48 at 159; Ex. 53; Ex. 8 at 69-71) Rotante's calendar for this date contains the following entry for Malone "with Anthony." (Ex. 64)²⁶ Malone's diary contained the following entry: "Tues 8/5 1- Me and Tom, Jr. [Malone's son] went to A's house pick up \$650.00. 2- went to E-BA Nostrand Ave. Buy air cond. 3- went back to A's house del. air cond. to house." (Ex. 53)

4. Rumore Directed Business Agents to Perform Personal Services for his Daughters

a. Rumore Directed Business Agents to Pick Up his Daughters at High School

Shortly after Vitta became a business agent in 1987, Rumore started using Vitta to pick up his daughters, Lisa and Toni, from their high schools and drive them home. (Ex. 4 at 239-240; Ex. 46 at 10) Lisa attended Hunter High School on the eastside and Toni attended Trinity High School on the westside of Manhattan. (Ex. 4 at 240-243) According to Vitta, he initially picked up Lisa and Toni a

²⁶ In approximately July 2003, Rumore told Rotante to keep a calendar which noted where each business agent was each day. (Ex. 8 at 103)

few times a week. (Ex. 4 at 240) On other days, other business agents picked them up. (Ex. 4 at 240-245)²⁷

Vitta and Russo testified that eventually they regularly picked up Lisa and Toni from their high schools. (Ex. 4 at 239-240, 242, 244; Ex. 46 at 11-12, 14) They picked up both Lisa and Toni about 2:30 or 3:00 p.m., unless the girls had extracurricular activities. In that case, they had to wait for them. (Ex. 46 at 11-12; Ex. 4 at 242) When questioned about this, Vitta testified, "[i]t was basically you have to go pick them up. It wasn't can you." (Ex. 4 at 245)

In approximately 1995, shortly after Wojciechowski became a business agent, Wojciechowski testified that he was directed to drive Rumore to Mystic, Connecticut where one of Rumore's daughters worked. Rumore drove his daughter in his car and Wojciechowski followed Rumore in a union car. Rumore left his car with his daughter. Rumore then rode back with Wojciechowski. Wojciechowski testified that this happened three or four times in 1995. The trip took half a day. When asked whether driving Rumore to Connecticut was done as a personal favor for Rumore, Wojciechowski testified,

²⁷ For example, Rosano testified that "a number of times" he picked up Rumore's daughters at school. (Ex. 5 at 189-190)

No, that was my work for the day.

Joe Vitta called me at night and said you have to go to Anthony's house 7:00 in the morning, 6:00, whatever it was, and that was my work.

(Ex. 1 at 140, 143)

b. **Rumore Directed Business Agents to Drive his Wife and Daughters on Personal Errands**

On business days in October 2000, Rumore directed Marsh to drive Rumore's wife, Elizabeth, and their daughter, Lisa, during business hours and using a union car, to various stores to shop for items for Lisa's wedding, including "flowers, rings, dresses." (Ex. 7 at 82-86; Ex. 8 at 61-62; Ex. 47 at 42-43)²⁸ In addition, Vitta testified that on a few occasions, he drove Rumore's daughter, Lisa, to various wedding photographers. (Ex. 4 at 285) Cotoggio testified that the day before Lisa's wedding, Rumore directed him to pick up the dresses for his wife, daughter and mother-in-law and bring them to a hotel.

(Ex. 6 at 160)

Rumore's executive assistant, Rotante, testified that Rumore took,

. . . a guy out of Queens, out of a shop, to go pick up his daughter to take her to another daughter's house so they can go to a yoga class, I know this, and I have to call these guys [the

²⁸ Marsh testified that he felt that he had to drive Rumore's wife and daughter around because if he did not, "[i]f I wasn't fired, there would be some type of retaliation". (Ex. 7 at 82-86)

business agents], and, 'I'm sorry, but Anthony wants you to,' you know, I think I said I'm sorry so many times.

(Ex. 8 at 71-72) Rotante recalled that this happened two consecutive Mondays in August 2003. (Ex. 8 at 72) One time Cotoggio took the daughters to yoga lessons and the other time Malone took them. (Ex. 8 at 72)

Malone testified that on Monday, August 4, 2003, at Rumore's direction, he drove Rumore's daughters, Toni and Lisa. (Ex. 48 at 161) Malone's diary entry for that day included the following: ". . . 5- Took Tony [sic] from office to Lisa's job on 48th St. 7 Ave. 6- Took Tony [sic] and Lisa to Tony's [sic] house 6:30 p.m. Got home 8:00 p.m.." (Ex. 53) Malone's diary entry for the following Monday, August 11th, was as follows: "I was in Ave D Parking Lot. Got beep. Had to pick up Lisa at work 5 pm drive her to Tony's [sic] house 21st." (Ex. 53)

On Monday, August 18, 2003, through Rotante, Rumore directed Cotoggio to pick up his daughter, Lisa, from her job on 48th Street in New York City and drop her off at her sister, Toni's, apartment on 21st Street. (Ex. 30 at 77, 157-158; Ex. 62) Cotoggio's contemporaneous calendar for this date contained the notation "A/R daughter." (Ex. 62; Ex. 6 at 127-128) For August 18, 2003, Rotante's calendar, which kept track of the business

agents' activities, included the following entry for Cotoggio: "Time: 4.23 on route to pick up Lisa for Anthony." (Ex. 64) Cotoggio testified that he never refused to do what Rumore instructed him to do, because he was afraid Rumore would fire him if he refused to carry out his orders. (Ex. 30 at 78)

Wojciechowski testified that a few times Rumore directed him to pick up his daughter, Toni, at her apartment on 21st Street in New York City and drive her to Local 812. He testified that the last time he drove her to Local 812 was in August 2003. (Ex. 17 at 89-90) Vitta testified that "a number of times" on regular business days, Rumore directed him to pick up his daughter, Toni, from her apartment in Manhattan and drive her to various places with his union vehicle. (Ex. 2 at 125-126)

On two occasions during the summer of 2003, on July 25 and August 1, 2003, during a regular business day, Malone drove Rumore and another of his family members around New York City looking for apartments. (Ex. 12 at 170; Ex. 30 at 89; Ex. 8 at 73-75) Malone's diary entry for July 25, 2003 stated: "Pick up A at house 9 am. Pick up Lisa 57th St. took them to look at apts for A. all day." (Ex. 53) Rumore admitted that Malone and Cotoggio on

separate occasions drove him to look at apartments. (Ex. 12 at 170)

On Friday, April 19, 2002, while Cotoggio was attending an arbitration hearing involving Union Beer in New York City with a Local attorney, Rumore beeped Cotoggio and told him to leave the arbitration, pick up his daughter Lisa and drive her to a funeral parlor on Long Island. (Ex. 30 at 80-84; Ex. 62) Cotoggio's contemporaneous calendar entry for this date stated, "Union Beer ARB 1 Penn Plaza A/R L/R funeral." (Ex. 62) Cotoggio, who testified that Rumore called him around 2:00 or 3:00 p.m., told Rumore that he could not leave the arbitration because he was representing a member. Cotoggio testified that Rumore told him that the union attorney could handle the arbitration and Cotoggio should drive Lisa to the funeral parlor. (Ex. 30 at 81)

Cotoggio followed Rumore's orders, left the arbitration, picked Lisa up in New York City and drove her to a funeral parlor on Long Island. Cotoggio testified that she stayed a few minutes and then he drove her back to her apartment in Manhattan. (Ex. 30 at 81) When questioned about this, Rumore testified that he did not recall the

incident, but admitted, "it could have happened." (Ex. 12 at 168)²⁹

During his October 2003 sworn examination, when questioned about the business agents driving his daughters, Rumore testified that he asked his daughters about that and they said the following: "[i]n recent history my daughter Toni, has said less than a handful. My daughter Lisa said about two. My personal recollection - I don't have a recollection." (Ex. 12 at 157-158)

c. **Rumore Directed Five Business Agents to Move his Daughter's Belongings**

On Tuesday, October 30, 2001, Rumore directed Cotoggio, Malone, Marsh, Wojciechowski and Vitta to move his daughter Lisa's furniture from her old apartment to her new apartment in New York City. (Ex. 30 at 33-34; Ex. 7 at 107-108; Ex. 57 at 88-90; Ex. 2 at 77-78; Ex. 4 at 278-279; Ex. 8 at 81-83; Ex. 1 at 154-155) It took the business agents several hours to move her personal items. (Ex. 30 at 29-35, 77; Ex. 3 at 36; Ex. 7 at 108; Ex. 2 at 77-78; Ex. 4 at 278; Ex. 8 at 82-83) Rumore admitted that the business

²⁹ Russo testified that in approximately November 1997 while in the middle of hearings involving terminations at Coca Cola, Rumore called him and told him to go pick up his daughter and bring her to the office. (Ex. 46 at 35-36; Ex. 67) Russo told Rumore that he was in the middle of hearings for seventeen members who may lose their jobs. Russo testified that Rumore responded by telling Russo "go, get my

agents moved some of Lisa's personal items, including a sectional sofa, from her apartment in New York City to the offices of the Health Fund for storage. (Ex. 12 at 179-180; Ex. 7 at 107-108; Ex. 57 at 89-90; Ex. 3 at 36)³⁰

According to Vitta, moving Lisa's furniture was "something we were definitely told to do" by Rumore. (Ex. 4 at 280) Vitta testified that, "[w]e were given a phone call, told that we had to be at a certain - at the address, of Lisa's apartment at a certain time, we were moving her and to bring the union vehicles, the trucks. Everybody with trucks had to go." (Ex. 4 at 279-280)

Prior to this move, on Tuesday, November 21, 2000, while Lisa was still living in her old apartment, Malone and Cotoggio were directed to go to her apartment and wait for the delivery of a wall unit. (Ex. 48 at 141-142; Ex. 6 at 130) Malone's diary entry for November 21, 2000 stated the following: "Pick up John Cot 8 am. Went to NYC. Waited 2 hrs 21st Tony's [sic] house, put wall unit in elevator. . . ." (Ex. 50)

daughter." (Ex. 46 at 35-36) He followed that instruction. (Ex. 46 at 34-37)

³⁰ Malone's diary stated, "Tue - 10/30/01 1- Pick up Rosano his house. 2- Office Load up jeep 3- went to city with murphy bed to Lisa & Steve's new apartment with Rosano, Warren, Wojo & Cott. Took Rosano home 4:30 pm." (Ex. 51)

Cotoggio and Malone met Rumore at his daughter's apartment where Rumore told them that his daughter was expecting a furniture delivery. Rumore told them that they were to put the furniture in the elevator and bring it to her apartment. (Ex. 6 at 130)³¹ After the wall unit was delivered, Malone and Cotoggio put it on the elevator and took it to Lisa's apartment where they installed it. (Ex. 48 at 141-142; Ex. 6 at 130; Ex. 50)

d. Rumore Directed Business Agents to Drive Him and His Family Members to Medical Appointments

Rumore also directed the business agents to drive his wife, Elizabeth, and their daughters, Lisa and Toni, to medical appointments. (Ex. 4 at 283-284) These included visits to doctors, holistic doctors and the dentist. The holistic doctors were located in Fairlawn and Montclair, New Jersey.³² The business agents drove Rumore, his wife and their daughters to these appointments, waited for them

³¹ Cotoggio testified that Rumore told them that if the furniture did not fit in the elevator, they were to carry it up to her apartment on the eleventh floor. (Ex. 6 at 130)

³² Guru Schacte from the Well Being Center was located at 100 Valley Road in Montclair, New Jersey. John Martarano from the Internal Yoga Institute was located at 2103 Maple Avenue in Fairlawn, New Jersey. (Ex. 68)

and then drove them to their apartments in New York City.

(Ex. 30 at 79-82; Ex. 4 at 285)

Rumore claimed that he and his family "have on occasion accepted some of the rides" and that the business agents drove his daughters to a "holistic practitioner" in New Jersey. (Ex. 12 at 150, 159-160) Rotante explained that she contacted the holistic doctors, set up an appointment for Rumore, his wife and daughters and then assigned a business agent to pick them up and drive them to the appointments. (Ex. 8 at 50)³³ Rotante scheduled the appointments for 5:00 or 6:00 in the evening because Lisa worked in New York City and they had to wait for her to finish work. Toni worked in Westchester County for MTO, then a service provider to the Local and its Funds. (Ex. 8 at 50-53; Ex. 47 at 37-39) Rumore would tell Rotante, "[g]et me one of the guys, they got to take me to, pick me up at the office and take us down to New Jersey." Rotante

³³ Rotante testified that Rumore wanted her to provide him with a copy of any records she kept regarding the business agents. Rotante testified that she provided Rumore with a sanitized copy of her list. She testified that she "whited out where the men did personal errands, because he would have told me, 'I can't have this'." Rotante further testified that Rumore instructed her on how she was to answer questions during her IRB sworn examination. She testified that Rumore told her "to say you never set up any, how do you - I never called the men to escort him around, like to set up any kind of interaction with the men and them to drive him anywhere, I never did that." (Ex. 8 at 153-155)

noted, ". . . these men would have to sit and wait until they were done with their therapy." (Ex.8 at 50-51)³⁴

Cotoggio drove Rumore's daughters, "to doctors, eye doctors, to New Jersey...". He stated that in 2000, the first year he was a business agent, he remembered "picking them up and taking them to the eye doctor". Cotoggio picked them up at their apartments in New York City, took them to the eye doctor, waited for them, and then drove them back to their apartments. He drove Rumore's daughters to the holistic doctor in New Jersey three or four times in 2001 and three or four times in 2002. (Ex. 30 at 79-80)

O'Neill testified that during the last three years, he drove Rumore, his wife and their two daughters about fifteen or twenty times, "to New Jersey to their, what they call a guru, Doctor . . ." (Ex. 32 at 115-116, 119) Vitta also testified during his September 26, 2003 sworn examination that over the past year, he drove Rumore, his wife and daughters, to "the guru" doctor in Fairlawn, New Jersey at least four to five times. (Ex. 2 at 126-127) Marsh also drove Rumore's daughters to the guru in

³⁴ The business agents "would have to leave the union, make one stop for one daughter, pick the one daughter up at the job, pick up the other daughter at the apartment, and all go out to Jersey". (Ex. 8 at 50-52; Ex. 4 at 283)

Montclair, New Jersey approximately three times. (Ex. 7 at 84-87)

In addition, Malone also drove Rumore and his wife and daughters to appointments. (Ex. 48 at 130, 157) For example, Malone's contemporaneous diary contained the entry for March 13, 2000: ". . . Took A & Lisa to NJ herbalist till 9:15 pm..." (Ex. 50) His diary entry for Wednesday, May 24, 2000 was: ". . . went to pick up A, Liz & Lisa went to guru in NJ back to NY . . ." (Ex. 50) Malone's diary entry for Wednesday, July 17, 2002 was: "picking A at house 8 am to pick up Lisa at work, took to doctor, then took her back to work. Drop A off at his house. . . ." (Ex. 52)

5. Rumore Had Business Agents Drive Him and his Family on Personal Errands

Rumore was assigned a union vehicle. The Local paid to garage it where he lived. (Ex. 69)³⁵ Nevertheless, in addition to the trips described above, Rumore directed business agents to drive him and his family members for other personal reasons. (Ex. 3 at 37) For example, several

³⁵ The Local paid the monthly charges for Rumore to park his union owned vehicle in the garage by his New York apartment. (Ex. 69) According to Vitta, several years ago, the Local's Executive Board

Local officials testified that they drove Rumore and his family members to the airport on several occasions unrelated to union business. (Ex. 48 at 133, 135, 172-173; Ex. 4 at 288-289; Ex. 1 at 153; Ex. 6 at 140) Rotante, testified that several times a year Rumore, his wife, or their daughters went on trips. She stated that the business agents "have to take them to the airport. And then it was always on Sunday they had to pick them up from the airport. On their day off they'd have to go and pick up the girls and take them home, or Anthony and his wife". (Ex. 8 at 56, 58)

On one occasion, Rumore told Rotante to get two drivers to take him and his family to "a wedding out in Baltimore, Maryland, and it was a Friday night, and he had to have two drivers, one to drive Anthony's car with the family in it, and one to drive the truck with the gowns in it." (Ex. 8 at 58-62) Rotante stated it, "was a very upsetting situation, I had to get Warren Marsh and John Cotoggio to do this." Rotante noted, "it was very stressful for me to call on these men because I knew - I didn't want to do it, I said, 'This is terrible, how do you

approved the Local's payment of Rumore's parking fee. (Ex. 4 at 159-160)

do this? You're taking a man away from a job or a Friday night, they want to go home'". (Ex. 8 at 58-60)

Cotoggio and Marsh were directed to drive Rumore and his family to Baltimore, Maryland for a wedding. (Ex. 70; Ex. 30 at 82-83; Ex. 7 at 88) This appears to have taken place in late November 2001. (Ex. 70) Marsh drove Cotoggio in Marsh's union vehicle to Rumore's apartment. (Ex. 30 at 82-83; Ex. 7 at 88) When they arrived at Rumore's apartment, Marsh put the back seat of his vehicle down and placed the dresses on the backseat. (Ex. 30 at 83; Ex. 7 at 88) Cotoggio drove the Rumore family in Rumore's car to Baltimore. Marsh followed in his union car with the dresses. (Ex. 30 at 83; Ex. 7 at 88) Rumore gave them \$20 for food, which they used to buy gas and pay the tolls. (Ex. 7 at 89; Ex. 30 at 83) Cotoggio and Marsh did not return to New York until 2:00 a.m. the next morning. (Ex. 7 at 89) The roundtrip from Manhattan to Baltimore is approximately 380 miles. (Ex. 44)

When questioned about this, Rumore remembered going with his wife to a relative's wedding in Baltimore, but he did not remember Cotoggio and Marsh driving them. He did not deny it. Rumore testified that, "[i]f that happened, I'm not saying it didn't. I'm just saying I don't remember it happening. If that did happen, it was,

again, in the nature of something I was asking as help from a friend". (Ex. 12 at 186) Given the circumstances and the pattern of Rumore's abuse of Local resources, there is no support for Rumore's claim it was an act of friendship.

6. Rumore Directed Business Agents to Drive his Father to Appointments and Raise Tents at His Father's House

Malone testified that on Monday, August 2, 1999, Rumore, either directly or through Rotante, directed him to raise a tent in the backyard of Rumore's father's house in Queens. (Ex. 48 at 92-95) Malone's diary included the following notation: "Mon 8/2 Pop tent." (Ex. 48 at 92-95; Ex. 49)³⁶

According to Malone's diary and the testimony of Rosano, Malone and Cotoggio, on Wednesday, July 11, 2001, Rosano and Malone, at Rumore's direction, "picked up pipes at Home Depot, and we brought them to Anthony's father's house to put up a tent." (Ex. 48 at 144-145) Malone's diary entry stated: "Wed 7/11 me & Tommy pick up pipes Home Dep. Bring to Pop's house for tent. Could not go to LIC [Long Island City] nego[tiations] for drivers that work for Dist." (Ex. 51) Rosano testified that Rumore directed him to deliver the pipes for the tent because the Rumore family

was "going to have a family gathering in the backyard and they wanted this tent set up". (Ex. 5 at 216) It took Rosano and Malone the "whole afternoon" to set up the pipes for the tent. (Ex. 5 at 216) Louis Rumore was present while they assembled the pipes and they spoke with him. (Ex. 5 at 216)

Subsequently, on Friday, July 13, 2001, Rumore ordered Malone and Cotoggio to finish erecting the tent in Louis Rumore's backyard. (Ex. 6 at 133-136; Ex. 48 at 145) Malone's diary included the following entry: "Fri 7/13 All day Pop's house put up tent." (Ex. 51) Cotoggio's calendar for this date contained the notation, "AR tent." (Ex. 62) They erected a large tent and "[i]t took several hours . . ." (Ex. 6 at 133-136; Ex. 48 at 145)

Earlier, on Wednesday, April 5, 2000, Rumore directed Malone to go to his father's house in Queens. (Ex. 48 at 125-126) Rumore told Malone to pick up his father and drive him into Manhattan. Malone testified that he drove Louis Rumore from his house in Queens to 31st Street and Second Avenue in New York City. (Ex. 48 at 125-126; Ex. 50) Malone's diary included the following entry "Wed - 4/5 Pick up pop take to NYC 6 pm - 31st 2nd Ave." (Ex. 50)

³⁶ Malone testified that he "doubt[ed]" that he had contact with Louis Rumore on that day. (Ex. 48 at 95)

On Tuesday, October 24, 2000, Rumore, either directly or through Rotante, again directed Malone to go to his father's house to pick his father up and drive him to the doctor. (Ex. 48 at 140; Ex. 50) For that date, Malone's diary had the following entry, "Tue 10/24 Pick up Pop at house took to doctor 3pm" (Ex 50; Ex. 48 at 140)

Malone's diary for Wednesday, September 5, 2001, included the following notation, "Wed 9/5 Meet O'Neil (sic) & Anthony in S. I. Hosp took home Pop". (Ex. 51) O'Neill stated that he drove Rumore to a hospital on Staten Island where Louis Rumore was a patient. According to O'Neill, Malone was also present at the hospital. (Ex. 71)

7. Rumore Directed the Local's Clerical Employees to Do Personal Errands for Him and His Family

Since at least 1997, Rumore had the Local 812 clerical employees do food shopping for him and his family. Rumore regularly sent the clerical employees to buy cereal, sodas, milk, fruit and juice for him and his wife. (Ex. 8 at 34-37; Ex. 47 at 26, 28-29; Ex. 4 at 249) In approximately 1999, Rumore began to direct the Local employees to "drop off dry cleaning, pick it up, drop off

and pick up laundry." (Ex. 8 at 42-46)³⁷ Cotoggio testified that he dropped off and picked up Rumore's laundry and dry cleaning and dropped off medicine at Rumore's daughter's apartment. (Ex. 30 at 89-90; Ex. 12 at 171-172)

Rotante testified, "[i]t was a chore. We'd say who is going to go today, and nobody wanted to go. No one wanted to, so I would go. I didn't want to hear them complain, so I'd say let me do it and get it over with. I constantly went". (Ex. 8 at 39)

E. Rumore Disregarded the Consent Order by Causing Local 812 Officials to Have Contact with a Prohibited Person

Rumore appears to have brought reproach upon the IBT, violated the Consent Order and interfered with the IBT's legal obligations under the Consent Order by knowingly causing three Local 812 business agents to have contact with his father, Louis Rumore. As Rumore knew, his father was a prohibited person with whom IBT members were forbidden to associate pursuant to Paragraph E(10) of the Consent Order. Nevertheless, on at least six occasions, Rumore directed Local employees to have contact with his father. As detailed above, in addition to demonstrating

³⁷ Rumore also directed the clerical employees to go out and pick up

Rumore's disregard for the legal obligations under the Consent Order, Rumore's conduct was further evidence of Rumore using union resources for his personal benefit and the benefit of his family.

Louis Rumore became a member of Local 812 in 1942. (Ex. 55 at 8) In 1962, he was elected a Trustee. Louis Rumore was the Local's Vice President from approximately 1974 until 1990 when he permanently resigned to resolve the Investigations Officer's charge that he was a member of the Gambino LCN Family. (Ex. 55 at 8-9; Exs. 72 and 73)

On July 30, 1990, pursuant to the Consent Order, the Investigations Officer charged Louis Rumore with being a member of the Gambino LCN Family. (Ex. 22) On December 11, 1990, to settle the charges against him, Louis Rumore entered into an Agreement to permanently resign from the IBT. (Ex. 73) District Judge Edelstein entered Louis Rumore's Agreement as a court order. (Ex. 73)

Pursuant to his Agreement entered as a Court Order, unlike any normally retired Teamster, Louis Rumore could not return to the union. Accordingly, Louis Rumore was a person enjoined from participating in union affairs.

his lunch. (Ex. 8 at 34-38; Ex. 47 at 25-28)

Pursuant to Paragraph E(10) of the Consent Order, IBT members are prohibited from knowingly associating with organized crime figures and individuals "otherwise enjoined from participating in union affairs."

The Investigations Officer's charges against Louis Rumore and his permanent resignation were reported in the Teamster magazine. (Ex. 74) Rumore knew his father had signed an Agreement in which he permanently resigned from Local 812 and the IBT. (Ex. 19 at 13) In 1992, Rumore testified that his father, "cannot come to the union is my understanding; no contact, no business, nothing." (Ex. 19 at 13-14)

Although Rumore knew his father was a prohibited person, on at least six occasions Rumore directed Local 812 officials Rosano, Malone and Cotoggio to have contact with his father. As detailed above, in August 1999 and again in July 2001, Rumore instructed Local employees to erect a tent in Louis Rumore's backyard. Unsurprisingly, Louis Rumore was present in July 2001 when the business agents erected the tent. In April and October 2000 and September 2001, Rumore directed business agent Malone to drive Louis Rumore to medical appointments.³⁸ In addition, as discussed

³⁸ Malone, who was a Local officer when Louis Rumore was charged, testified that he knew Louis Rumore had been "ousted from the

above, when Rumore directed the Local officials to move his belongings from his Pennsylvania home on March 22, 2000, Louis Rumore was present in Pennsylvania that day. (Ex. 12 at 150-153; Ex. 3 at 33-36; Ex. 57 at 59-60; Ex. 2 at 66-68; Ex. 17 at 50; Ex. 46 at 45-46; Ex. 1 at 145-149; Ex. 4 at 259)³⁹

F. Rumore Interfered with the Local's Legal Obligations to Represent the Local 812 Members

1. Rumore's Legal Expense Trust

As discussed above, based upon an IRB recommendation, on October 23, 2002 the IBT charged Rumore with failing to investigate Feinstein's status before Rumore permitted Feinstein to appear at a Joint Council 16 seminar in Florida. (Ex. 34) On April 22, 2003, the IRB found the IBT's modified decision on the charges against Rumore to be not inadequate. (Ex. 42) Pursuant to the IBT's decision, no IBT-affiliated entity could pay Rumore's attorneys' fees in connection with the charges. (Ex. 37) Rumore was suspended from his IBT-affiliated positions for

"teamsters" years earlier. Malone claimed not to know the reason. (Ex. 48 at 92-95)

³⁹ In addition, after Louis Rumore permanently resigned from the union, Rosano saw Louis Rumore ". . . at a couple of functions, I seen him at - I stopped by once in awhile to say hello, see how he was feeling. You had to know the man." (Ex. 5 at 188-189) According to Rosano, Sidney Fox, who had been the Local's attorney, told him that he could have social contact with Louis Rumore, but there could be no discussion of union business. (Ex. 5 at 188)

a period of two months, from April 25, 2003 to June 24, 2003. (Ex. 37; Ex. 12 at 12)⁴⁰

On April 11, 2003, the Anthony Rumore Legal Expense Trust was established. (Ex. 75) Local 812 attorney Thomas Thompson, Esq. ("Thompson") set up the Expense Trust. (Ex. 12 at 46-47) The Expense Trust was "to hold, manage, invest and reinvest the same and any other property received from other natural persons on behalf of Anthony Rumore (herein called the 'Beneficiary')". (Ex. 75; Ex. 2 at 86) The Expense Trust was to pay "the personal legal fees and related expenses incurred after January 1, 2002 on behalf of the Beneficiary in the defense or conduct of any legal proceedings involving the Beneficiary (whether incurred before or after the date hereof)". (Ex. 75; Ex. 12 at 46; Ex. 2 at 81-82, 85-86, 93-94; Ex. 3 at 47-48) Vitta was the Settlor of the Expense Trust and retired Local 812 member Michael Walsh ("Walsh") was the Trustee. (Ex. 75)

Rumore had estimated that it would cost approximately \$250,000 to appeal the IRB's not inadequate finding concerning the IBT's decision on the charges against him. (Ex. 2 at 86; Ex. 12 at 49-50, 66, 94)

According to Rumore, his goal was to have each of the Local

812 members contribute \$100 to his Expense Trust. (Ex. 2 at 94-95; Ex. 17 at 61; Ex. 12 at 66, 94) As of December 2002, the Local had 3,855 members. (Ex. 13)

When the Expense Trust was created, Thompson informed the officers and business agents that they should not directly collect money. Rather, they should have the shop stewards or someone else at the shops collect the money and give it to Walsh. (Ex. 7 at 60-61; Ex. 2 at 86) Wojociechowski testified that Thompson instructed the Local officials that they should, "[t]ry to do it [make collections] on your own time, don't physically collect the money. Ask the shop steward if they want to get involved, let them do it." (Ex. 17 at 57) Nevertheless, as detailed below, Rumore repeatedly directed the officers to collect money for his Expense Trust.

A two-part receipt was prepared as a receipt for donations. One copy of the receipt was given to the donor and the second copy was given to Arthur Littman, the Local's accountant. The accountant kept all of the records. The Local did not keep a copy of the receipts. (Ex. 2 at 86-87, 89-91)

⁴⁰ In addition, Rumore was required to reimburse Joint Council 16 for the expenses incurred in the creation and dissemination of Landrigan's inaccurate legal opinion letter. (Ex. 38)

Between April 11, 2003, when the Expense Trust was created, and November 5, 2003, when it was terminated, the Local's officers, business agents and shop stewards collected approximately \$30,000 for the Expense Trust.

(Ex. 2 at 91) Two checks were issued from the Expense Trust checking account. The first check was issued on June 27, 2003 to attorney Phillip Landrigan for \$17,000. (Ex. 2 at 82-84, 91; Exs. 76-78) This was in payment of Landrigan's December 20, 2002 bill which covered the period from July 10, 2002 through December 20, 2002 and totalled \$17,322.40. (Ex. 78) Landrigan was one of the attorneys who represented Rumore at his union disciplinary hearing.

(Ex. 78)

On June 27, 2003, shortly after Rumore returned from his suspension, Thomas P. Puccio ("Puccio") sent Rumore a bill which covered the period from December 1, 2002 through May 31, 2003. (Ex. 79) This bill was for \$88,013.55. (Ex. 79) On August 27, 2003, a check was issued to Puccio from the Expense Trust in the amount of \$7,000. (Exs. 79 and 80; Ex. 2 at 82-85, 91-92)

2. Rumore Insisted that Local Employees Collect Money from Members For the Legal Expense Trust

In late May 2003, during his two month suspension, Rumore went to Florida. Prior to leaving for

Florida, John Casale ("Casale"), a Local 812 service provider, gave Rumore and Vitta cell phones so they could keep in contact while Rumore was in Florida during his suspension. Vitta had the cell phone for about three or four weeks. (Ex. 4 at 175-177, 179-181; Ex. 8 at 18-20, 31-32) There was no union record of these cell phones. (Ex. 5 at 153, 156)

Vitta testified that while Rumore was in Florida, he contacted Vitta almost every day. (Ex. 4 at 182) Vitta testified that Rumore "used to talk to me a lot about the expense trust . . . he [Rumore] gave me a lot of grief over the expense trust." (Ex. 4 at 184) Vitta testified that Rumore wanted to know "[w]hat's going on, how are the collections going, how is the money coming in, who have you paid, what bills have you gotten, have guys been going in to the shops and talking to the stewards about it, things like that." (Ex. 4 at 185) Rumore wanted Vitta to '[t]ell the guys that they have to get out in the streets, they have to push for this, they have to push the stewards to make collections on pay days." (Ex. 4 at 188)⁴¹

⁴¹ Rumore denied having any discussions with anyone about the Expense Trust while he was suspended. Rumore stated "I didn't get a phone call, not a hello, are you alive, are you dead." (Ex. 12 at 103) Rumore stated that "seven people don't call me I was just floored. I know that under the rules they can call and say how are you doing, you know, it must be rough on you." (Ex. 12 at 103)

On June 25, 2003, Rumore returned from his suspension. (Ex. 12 at 12) As noted above, Puccio sent Rumore a bill dated June 27, 2003 in the amount of \$88,013.55. (Ex. 79) Rumore then became more personally involved in directing the officers and business agents to collect money for the Expense Trust. (Ex. 2 at 98) Rumore began to hold meetings with the officers and business agents during which he criticized them for not collecting enough money for his Expense Trust. (Ex. 12 at 65-67, 88-89; Ex. 2 at 98-99; Ex. 4 at 216)⁴²

Rumore directed Wojciechowski, Vitta, Cotoggio, Rosano and Marsh that they had to contact members and collect money for the Expense Trust. (Ex. 1 at 137; Ex. 4 at 216-218; Ex. 57 at 75; Ex. 5 at 162, 164, 169-170; Ex. 30 at 48-50; Exs. 81-82) Rotante testified that in July 2003, after Rumore returned from his suspension, she observed Rumore meet with the Local's officers and curse at them, telling them, "I want my fucking money." (Ex. 8 at 121-123, 138)

According to Wojciechowski, Rosano, Malone and Cotoggio, Rumore "wanted \$100 from each member; if they

⁴² Rumore testified, "I recall having a series of meetings. Most of them were entirely businesslike. A couple of them got very heated because from my perspective, sir, I was being bullshitted. I wasn't getting answers. . . ." (Ex. 12 at 67)

want, give \$20 a week, the whole hundred, or \$5 a week and he [Rumore] also wanted a card for who didn't give . . ." (Ex. 1 at 135; Ex. 57 at 78; Ex. 5 at 162-163; Ex. 3 at 53; Ex. 30 at 49-50, 54-55) Wojciechowski, Vitta and Marsh testified that Rumore wanted the card file kept "[s]o he could fuck them [the non-contributing member] down the road, if he had a chance." (Ex. 17 at 71; Ex. 1 at 135-136; Ex. 4 at 227-228; Ex. 9 at 140) Rumore admitted he reviewed the list which identified those members who contributed and those who did not. He claimed, ". . . it wasn't from the perspective that I was going to be pissed off at somebody who wouldn't contribute." (Ex. 12 at 98)

Rumore demanded the Local's officers increase their efforts to collect money from the members. (Ex. 2 at 99; Ex. 3 at 53, 55-58) Wojciechowski testified that Rumore told him that he "should take the list, go in the shop and see every single person. Make sure you confront every single person and get money." Rumore told Wojciechowski to do ". . . 'whatever it takes. If you have to stay in the shop twenty-four hours, do that, whatever it takes.'" (Ex. 1 at 137) Rumore instructed Wojciechowski, ". . . '[d]on't worry about shop service, don't worry about arbitrations, just collect the money.'" (Ex. 1 at 136-137)

Rumore admitted he told the business agents "[y]ou get your principal shop, you get all your members by shift and ... you can tick off who wants to participate and who doesn't, who wants to make a one time donation, who wants to go on a program". (Ex. 12 at 97-98) Rumore claimed that, "I just tried to get some reporting done to me." (Ex. 12 at 53)

3. Rumore Threatened the Business Agents because of the Lack of Collections for his Legal Expense Trust

Rumore was dissatisfied with the level of collections for the Expense Trust and threatened the business agents. Rumore admitted telling the business agents "[h]ow would you guys like it if your paychecks were held up?" (Ex. 12 at 88) Rumore testified that he said this ". . . in the context of their performance over service, as well and their - what I would call, very lackluster approach to even the collection situation, which I didn't understand." (Ex. 12 at 88-89) Rumore admitted telling Rosano, "once, twice, three times" to "hold those goddamn paychecks." (Ex. 12 at 88-91; Ex. 2 at 99-100; Ex. 4 at 219; Ex. 3 at 60; Ex. 5 at 170-171; Ex. 8 at 139-140)⁴³

⁴³ Rumore claimed that he was only kidding when he told Rosano to hold the paychecks. (Ex. 12 at 90)

In approximately August 2003, Rumore told Rosano, who usually cashed the paychecks and distributed the cash by noon on Friday, not to give out the cash until he received information from the Local's employees about how much they had collected from members that day. (Ex. 57 at 80-81; Ex. 3 at 60; Ex. 2 at 99-103) As a result, the officers and business agents received their paychecks at approximately 8:00 p.m. on payday. (Ex. 2 at 100-102; Ex. 3 at 60) According to Wojciechowski, "Anthony instructed Tom Rosano not to pay the agents until they brought money in. He [Rumore] said at the end of the meeting, "If I'm happy, they'll get paid." (Ex. 1 at 131)

On Friday, August 15, 2003, Marsh taped a telephone conversation with Rumore. (Exs. 81-82; Ex. 9 at 136-137)⁴⁴ During this conversation, Rumore wanted to know how much money Marsh had collected for Rumore's Expense Trust. Marsh explained to Rumore that the members had their pay checks directly deposited into their bank accounts and did not have the money to donate to Rumore's Expense Trust on pay day. Rumore questioned Marsh about how he was going to collect money from the members. (Exs.

⁴⁴ Marsh provided the tape of this conversation to the Chief Investigator. (Ex. 82) A transcript of the conversation on this tape was made. (Ex. 81)

81 and 82) The August 15, 2003 conversation between Rumore and Marsh contained the following exchanges:

Rumore: OK, so what are you working out there?

Marsh: Well, I'm talking around, talking to the guys.

Rumore: OK, have you spoken to the whole shop yet?

Marsh: Yeah as many people as I can.

Rumore: Yeah, well when I ask you that question, it's specific, if there are 400 people in Elmsford, I want to know that you spoke to 400 people.

Marsh: Well like I say, I speak to as many as I see.

Rumore: You're got to keep records for me Warren.

Marsh: OK

Rumore: You're got to be able to tell me that I've spoken to 200 out of 400 and I've got plans to catch the other 200 on this shift, this shift and this shift.

Marsh: OK

* * *

Rumore: Alright and on Friday you'll call it in to Joe because Joe is going to issue a check, because cash deposits we can write a check on.

Marsh: Oh OK, Joe Vitta, OK.

Rumore: Yeah, the numbers, Joe will record the numbers, you will get the money to Mike Walsh.

Marsh: OK, gotcha.

Rumore: OK, so you're going to give cash give the cash and receipts to Walsh and we'll let Walshy and Joe Vitta keep the numbers.

Marsh: Exactly.

Rumore: I expect to hear from you next Friday

Marsh: Alright, OK.

Rumore: With some results that are positive.

Marsh: OK, you got it Anthony.

Rumore: Alright Warren because this is our third week with no cash, you know what I'm saying.

Marsh: Yes alright.

Rumore: Alright.

(Exs. 81 and 82)

Thus, consistent with his use of Local resources for personal purposes, Rumore was using the apparatus of the Local to collect donations to his personal fund.

4. Rumore Interfered with the Local's Legal Obligations to Represent the Local's Members By Cancelling Arbitrations

A few days after Rumore's taped telephone conversation with Marsh, on or about August 18 or 19, 2003, Rumore held a meeting in his office about the contributions to the Expense Trust. Rosano, Vitta, Wojciechowski and Marsh attended this meeting. (Ex. 17 at 70, 75-76; Ex. 1 at

128-129; Ex. 2 at 104; Ex. 57 at 82, 84; Ex. 5 at 167; Ex. 7 at 70; Ex. 9 at 166; Ex. 12 at 81)⁴⁵

Vitta testified that at this meeting, Rumore,

. . . was going over our shop service, to find out why collections were not being made and he said, well you guys have to get out there tomorrow and you've got to see all your stewards and you tell them there's got to be collections. I don't remember whether it was Joey or Warren, said well, we can't tomorrow, we have arbitrations and he flipped out.

(Ex. 4 at 216-217) According to Wojciechowski, during this meeting, Rumore,

was screaming that the money is not coming in, he [Rumore] wants everything can -- cancel shop service, cancel arbitrations, just stay in the shop for one purpose, collect money; make sure you see everybody, collect money.

He asked me are there any arbitrations scheduled, this was the 19th, and I believe on the 21st I did have a schedule of arbitrations at Coca-Cola. I said, "We have arbitrations on the 21st." "Cancel them." I said, "Anthony, a couple of these cases are termination cases." He says I don't -- leave the fucking cocksuckers in the street. . .

(Ex. 17 at 75-77; Ex. 1 at 127-132; Ex. 2 at 103, 105; Ex. 4 at 216-218; Ex. 57 at 83-85; Ex. 5 at 162-167; Ex. 7 at

⁴⁵ Rotante's schedule of the business agents' locations indicated that on August 18, 2003 at 3:30 p.m. Wojciechowski, Rosano, Vitta, Marsh and Cotoggio were "in meeting with Anthony." (Ex. 64) The following day, August 19, 2003 at 6:00 p.m., Rotante listed Wojciechowski, Rosano, Vitta, Marsh and Cotoggio as being "in office with Anthony." (Ex. 64) Cotoggio testified that he was not at the meeting where Rumore cancelled the arbitrations. He testified that he got to the office after the meeting. (Ex. 6 at 120)

70-71; Ex. 9 at 137-138)⁴⁶ Marsh testified that Rumore stated at this meeting, "Well I don't want anymore shop service done until the collections come in and I get my money." . . ." (Ex. 7 at 71)

During this meeting, Rumore told Rosano, Vitta, Marsh and Wojciechowski that, "[i]f my lawyers don't eat, they don't eat." (Ex. 2 at 99; Ex. 4 at 217; Ex. 5 at 163; Ex. 7 at 68)⁴⁷ Rumore claimed not to remember making this statement, but testified "[i]f someone said I said that, I'll take it as having been said". (Ex. 12 at 102)

Rotante testified that she heard what was said at this meeting since her office was across the hall and the doors were open. Rumore "was concerned about his expense fund." Rotante heard Rumore say, 'I want my fuckin' money.' And then he [Rumore] said, 'I want no one doing any union business, I want my money. I want all arbitrations cancelled, I don't give' -- he said, 'They should go fuck up, these scumbags, they can be out on the street, I want my money." (Ex. 8 at 124, 138)

⁴⁶ Wojciechowski testified that, "two of these gentlemen [members] were in the street, Tarantola and Jose Morla." (Ex. 1 at 129) Their arbitrations were among those cancelled at Rumore's direction. (Ex. 10) Vitta and Wojciechowski testified that they were able to hold three of their previously scheduled arbitration hearings which could not be postponed. (Ex. 2 at 103-104; Ex. 4 at 222-223; Ex. 84; Ex. 17 at 75)

⁴⁷ Rumore also made this statement to the business agents on other occasions. (Ex. 3 at 59-60; Ex. 6 at 116)

Marsh and Rotante were responsible for scheduling Local 812 arbitrations. After the meeting with Rumore, Marsh told Rotante, "[a]ll arbitrations are cancelled." (Ex. 2 at 104; Ex. 4 at 220; Ex. 8 at 124; Ex. 17 at 75; Ex. 1 at 132, 134) Rotante testified that when Marsh came out of the meeting, he "walked right into my office and he said, 'All arbitrations are cancelled,' and he looked at me. I said, 'I heard'." (Ex. 8 at 127)

On August 19, 2003, Rotante sent notices to the attorneys and arbitrators which stated, "arbitrations cancelled until further notice." (Ex. 10; Ex. 2 at 103-104; Ex. 8 at 124, 127)⁴⁸ Rotante also sent letters to four members, including Marlon Borge ("Borge"), telling them that their arbitrations had been "cancelled until further notice." (Ex. 11) At Rumore's direction, at least seventeen arbitration hearings were cancelled. (Ex. 10; Ex. 1 at 130)⁴⁹

When Rumore was questioned about this meeting concerning the contributions to the Expense Trust in August

⁴⁸ The notices cancelling the arbitrations were sent to attorneys James Green, Gerald Richman, Adam Learman, Steven Johnson and Stanley Israel. Notices were also sent to arbitrators Robert Herzog and Jay Nadelbach. (Ex. 10)

⁴⁹ The arbitration hearings that were cancelled involved Chris McCabe, Steve Tarantola, Jose Bruno, Diocorides Baez, Jose Morla, Morris Campbell, Wayne Noles, Brian Heuler, Marlon Borge, Ron Swift, Giovanni Lopez, Lawrence Delaney, David Serviss, David DeMarco, Paul Garweg, John Kzensicz and Kevin Carlson. (Ex. 10)

2003, he testified that after the meeting he went into his office and laid down on the sofa because he was "out of control." (Ex. 12 at 68, 72, 78)⁵⁰ Rumore testified:

I have no recollection of what I said whatsoever, other than I was totally incensed, and Joseph Vitta said I did say cancel arbitrations, stop servicing, stop doing your jobs, don't do a goddamn thing, You're not good for shit. He [Vitta] said I hit them with the kitchen sink. I tell you the truth, whatever those gentlemen came in here and said, I will not dispute. I can't tell you what I said, but I believe they will probably tell you what I did say.

(Ex. 12 at 74-75)⁵¹

By letter dated September 29, 2003, Borge, one of the Local 812 members whose arbitration was cancelled, complained to the IBT about the cancellation of his arbitration. (Ex. 84) In his letter, Borge stated that he had been fired from his job at Oak Beverage, Inc., a Local 812 employer. Borge wrote that Marsh told him that "the president of the local cancelled all cases with Oak Beverage Inc. and he [Marsh] couldn't go into details, but in the meantime I'm home with no income." (Ex. 84)

⁵⁰ As detailed below, Rumore testified that he had various medical conditions including Epstein Barr, a chronic fatigue syndrome. (Ex. 12 at 76)

⁵¹ Rumore further testified about the meeting as follows: ". . . we were theoretically talking about a meeting for voluntary contributions, which is not a Board meeting, and here I am screaming about all kinds of other crazy stuff. . . ." (Ex. 12 at 81)

Rumore claimed "a day or two" after the meeting on or about August 19, 2003, he saw a notice on Rotante's desk which stated "all arbitrations were cancelled." (Ex. 12 at 72-73) Rumore claimed at that time he directed Rotante to reinstate all the arbitrations. (Ex. 12 at 72-73)⁵² Rotante, however, denied that Rumore directed her to reschedule the arbitrations. (Ex. 8 at 130-131)

In further contradiction of Rumore's claim that he directed the arbitrations to be rescheduled a few days after he had directed that they be cancelled, the notices rescheduling the arbitrations were not sent out by facsimile until September 25, 2003. (Ex. 85) This was done at the insistence of Local 812 counsel on September 24, 2003, the same day the IRB sworn examinations of Local 812 officers Marsh and Rosano were taken. (Ex. 1 at 132-134; Ex. 5 at 172; Ex. 8 at 129-130; Ex. 9 at 139-140; Ex. 4 at 222-223)⁵³

On Wednesday, September 24, 2003, when Local 812 attorneys Martin and Thompson learned that the Local had

⁵² Rumore testified that he told Rotante, "'What kind of shit is this?' She said 'Warren Marsh said you said it.' I said 'What?' She said 'Warren said Joe told him to cancel all arbitrations, that you said it.' I said 'You put on all the arbitrations, right back this minute,' and I said put it on in Warren's name, because if I said that, that's not something I would say -- that I should say. It's a no, no.' " (Ex. 12 at 72-73)

cancelled the arbitration hearings, they told Vitta, Wojciechowski and Rosano that it was a bad idea to cancel the arbitrations and that the Local had to reschedule them. (Ex. 17 at 78-79; Ex. 1 at 133-134; Ex. 2 at 106; Ex. 57 at 85; Ex. 8 at 129-130, 136-137) Wojciechowski testified that he told Rotante to "send out new notices." Wojciechowski then called the arbitrators and explained the situation to them. Wojciechowski testified that Rumore did not direct that the arbitrations be reinstated. (Ex. 1 at 134) The arbitration hearings were rescheduled for dates between October 9 and December 27, 2003. (Exs. 85-87)

5. The Termination of the Expense Trust

On November 5, 2003, the Expense Trust was terminated. The termination agreement stated that it was "no long [sic] proper to continue the Trust". (Ex. 88) As of November 4, 2003, there was a balance of \$5,700.34 in the Expense Trust bank account. (Ex. 89; Ex. 4 at 225, 227) According to the terms of the Expense Trust, the Trustee would "distribute the principal of the Trust to such charity or charities the Trustee may choose in his sole discretion". (Ex. 75) According to Vitta, "whatever is

⁵³ The sworn examination of former Local 812 Political and Legislative Director O'Neill was conducted on September 19, 2003. (Ex. 32)

left, it will be put into a Local 812 scholarship fund."

(Ex. 4 at 225)

V. **LEGAL ANALYSIS**

The evidence showed that Rumore brought reproach upon the IBT by repeatedly placing his personal interests above those of the Local and its members. Rumore directed that Local resources be used to perform personal services for him and his family. He caused Local officials to have contact with and perform personal services for his father despite the Consent Decree's prohibition against IBT members having contact with Louis Rumore. Rumore cancelled member arbitrations when he was displeased with the level of contributions Local officials were collecting from members for his Expense Trust. As detailed below, by his conduct, Rumore violated federal labor law, the IBT Constitution and the Consent Order.

A. Rumore Breached his Fiduciary Duties, Brought Reproach upon the IBT and Embezzled Local 812 Resources when he Engaged in a Pattern of Directing Local Employees to Perform Personal Services for Him and his Family

As the principal officer of Local 812, pursuant to 29 U.S.C. §501(a), Rumore had the fiduciary obligation to ensure that union resources were used solely for the benefit of the Local. Section 501(a) provides that,

[t]he officers . . . of a labor organization occupy positions of trust in relation to such organization and its members as a group. It is, therefore, the duty of each such person, taking into account the special problems and functions of a labor organization, to hold its money and property solely for the benefit of the organization and its members . . .

Similarly, New York Labor Law provides in pertinent part,

No officer or agent of a labor organization shall, directly or indirectly

* * *

(3) Act in any way which subordinates the interests of such labor organization to his own pecuniary or personal interests.

N.Y. CLS Labor §722(3) (2003). As detailed above, Rumore engaged in a pattern of using union resources for his benefit and for the benefit of his family. By this conduct, Rumore breached his fiduciary duties and brought reproach upon the IBT.

In addition to breaching his fiduciary duties and bringing reproach upon the IBT, Rumore also embezzled union resources by engaging in a pattern of directing Local employees to perform personal services for him and his family. There was no union benefit derived from the Local officials performing personal work for Rumore. Nor did the union authorize such personal services.

Article XIX, Section 7(b)(3) of the IBT Constitution provides that a basis for charges against IBT

members is "breaching a fiduciary obligation owed to any labor organization by any act of embezzlement or conversion of union funds or property." The standard for embezzlement under federal labor law, 29 U.S.C. § 501(c), is instructive in interpreting the IBT Constitutional provisions.

Investigations Officer v. Calagna, Decision of the Independent Administrator at 11 (April 9, 1991), aff'd, United States v. IBT, 1991 U.S. Dist. LEXIS 11256, 141 L.R.R.M. 2236 (S.D.N.Y. Aug. 14, 1991).⁵⁴

In order to establish that Rumore embezzled from the Local, it must be established that he acted with the fraudulent intent to deprive Local 812 of its funds, property or other assets. United States v. Hamilton, 3 Fed.Appx. 7, 9 (2d Cir. January 22, 2001) The Court of Appeals for the Second Circuit has held, "[a]uthorization from and benefit to the union are the controlling lodestars to determine whether a defendant acted with the fraudulent

⁵⁴ 29 U.S.C. §501(c) provides,

[a]ny person who embezzles, steals or unlawfully and willfully abstracts or converts to his own use, or the use of another, any of the moneys, funds, securities, property, or other assets of a labor organization of which he is an officer . . . directly or indirectly, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

intent to deprive the union of its money." United States v. Butler, 954 F.2d 114, 118 (2d Cir. 1992).⁵⁵

Here, Rumore's fraudulent intent to embezzle was demonstrated by the lack of union benefit in the personal services Rumore directed union personnel to perform for him and his family members. Moreover, there was no union authorization for the personal services the Local officials performed for Rumore. In United States v. Stockton, 788 F.2d 210, 217 (4th Cir. 1986), cert. denied, 479 U.S. 840 (1986) the Court upheld an embezzlement conviction stating,

In the context of §501(c), the owner of the property is the union itself - its collective membership - not individual union officials who are not vested with power to dissipate union funds in the manner current before the court.

* * *

⁵⁵ In upholding a conviction of union officials under Section 501(c) for improperly selling union credentials, the Court of Appeals for the Second Circuit held,

[t]he fact that union funds were not depleted does not remove the case from the reach of the statute. One of the aims of the criminal provision here involved was to preclude the unjust enrichment of union officials and agents, which was precisely what occurred here. The allocation of jobs is certainly a principal benefit of union membership, and, insofar as the process was thwarted and frustrated by the scheme employed here, the union and its bona fide members suffered a loss, which, although not readily calibrated in terms of dollars, is nonetheless real.

United States v. Robinson, 512 F.2d 491, 495 (2d Cir. 1975), cert. denied, 423 U.S. 853 (1975); United States v. Stagnitta, 1988 U.S. Dist. LEXIS 4094 (N.D.N.Y. May 6, 1988) (embezzlement conviction upheld since union membership cards improperly given to an employer constituted "property" under Section 501(c)).

The permission of the union is lacking if the appropriation or expenditure is outside the scope of the fiduciary trust placed in the defendant by the union as a whole and outside the scope of the powers of any superior union official on whose permission the defendant has sought to rely.

B. By Causing Local Officials to Have Contact with a Prohibited Person, Rumore Violated Paragraph E(10) of the Consent Order and Interfered with the IBT's Legal Obligation to Comply with the Consent Order

Pursuant to Paragraph E(10) of the Consent Order, IBT members are prohibited from knowingly associating with organized crime figures and individuals "otherwise enjoined from participating in union affairs." All IBT members are bound by the terms of the Consent Order. United States v. IBT [Adelstein], 998 F.2d 120, 124 (2d Cir. 1993). The injunction can be violated directly or indirectly.⁵⁶

By causing Local 812 business agents to have contact with and perform personal services for a prohibited person, Rumore indirectly violated the permanent injunction provision of the Consent Order through his use of others. In addition, by his conduct, Rumore brought reproach upon the IBT and interfered with the IBT's legal obligations to

⁵⁶ Since Louis Rumore was Rumore's father, under Second Circuit case law, the Consent Order did not prohibit Rumore's contact with his father that was purely familial. United States v. IBT [DiGiralamo], 19 F.3d 816, 822 (2d Cir. 1994).

comply with the Consent Order in violation of Article XIX, Section 7(b) (5) of the IBT Constitution.

Pursuant to his Agreement which was entered as a court order, Louis Rumore was enjoined from participating in union affairs.⁵⁷ The Court of Appeals for the Second Circuit has held,

[barred members] had been effectively "otherwise enjoined" from participating in IBT affairs: they were permanently barred from the IBT by the IRB pursuant to the disciplinary process established in the consent decree.

United States v. IBT [Sombrotto and Gonzalez], 266 F.3d 45, 51 (2nd Cir. 2001). In upholding the associational ban in Paragraph E(10) of the Consent Order the Court of Appeals for the Second Circuit held that:

Carey argues that the associational ban applied to him should only prevent professional or business contacts with IBT membership and should not bar him from purely social meetings with the

⁵⁷ Since September 1995, at least nine IBT members have been charged with violating Paragraph E(10) of the Consent Order by knowingly associating with an individual who was enjoined from participating in union affairs after such individual entered into an Agreement to permanently resign from the IBT. For example, Dominick Caracciolo, Ralph Ferreri, Ronald Forino, Theodore Furstman, Jr. Dominick Guidice and Pasquale Ventimiglia were each charged with knowingly associating with Robert Sasso who permanently resigned from the IBT pursuant to an Agreement in 1992.

In addition, Local 851 members Vincent Fattizzi, Sr., Vincent Fattizzi, Jr. and Dina Fattizzi were charged with knowingly associating with Anthony Razza who entered into an Agreement to permanently resign from the IBT in 1994. For example, Vincent Fattizzi, Jr. was charged with knowingly associating with Razza by attending Razza's son's christening and doing work on Razza's home. The three Fattizzis entered into Agreements permanently resigning from the IBT.

friends he has made over a 40-year career with the Teamsters.

Carey has sympathetic arguments that the penalty imposed on him is harsh given his many years of service to the union; nonetheless, the penalty has a basis in the IBT rules and the Consent Decree. The IRB reasonably determined that Carey is to be permanently barred from the IBT and therefore he clearly falls within the scope of Paragraph E(10) of the Consent Decree.

United States v. IBT [Carey and Hamilton], 247 F.3d 370, 390-391 (2nd Cir. 2001).

In a prior Consent Order disciplinary matter, the IRB found that by allowing Donald Peters ("Peters") to act as an agent of Local 743, Robert Simpson interfered with the union's legal obligation to comply with Peters' individual Consent Order which barred Peters from acting as a representative of any IBT entity. The Court of Appeals for the Second Circuit affirmed the IRB's finding that Simpson violated Article XIX, Section 7(b)(5) of the IBT Constitution. United States v. IBT [Simpson], 120 F.3d 341 (1997).

In the instant matter, as detailed above, Local 812 principal officer Rumore intentionally caused three Local employees to have contact with Louis Rumore and to perform personal services for him in violation of the March 14, 1989 Consent Order's injunction against contact with

Louis Rumore. By this conduct, Rumore brought reproach upon the IBT, violated the Consent Order and interfered with the union's legal obligations to comply with the Consent Order in violation of Article XIX, Section 7(b) (5) of the IBT Constitution.

C. Rumore Interfered with the Local's Legal Obligation to Represent Its Members When he Directed that Arbitrations be Cancelled Because he was Dissatisfied with Member Contributions to the Expense Trust

Pursuant to federal labor law and the IBT Constitution, Local 812 had the legal obligation to represent the interests of its members.⁵⁸ When, as detailed above, Rumore directed that the members' arbitrations be cancelled because he was dissatisfied with the contributions the Local officials were collecting from members for his Expense Trust, Rumore violated Article XIX, Section 7(b) (5) of the IBT Constitution by interfering with Local 812's legal obligations. By his conduct, Rumore brought reproach upon the IBT by placing his personal

⁵⁸ Indeed, pursuant to Article I, Section 1 of the IBT Constitution, the oath of office for IBT officials, including Local officers, includes the following statements: ". . . As an officer of this great Union, I will at all times, act solely in the interests of our members, devote the resources of our Union to furthering their needs and goals . . . I will never forget that it is the members who put me here, and it is the members whom I will serve. . . ."

interests above his obligations to represent the members of Local 812.

VI. Rumore's Asserted Defenses

Through his counsel and during his October 17, 2003 sworn examination, Rumore asserted several alleged defenses for his conduct. As detailed below, Rumore's claims are without merit.

Rumore's alleged defenses included that the personal services Local officials performed for him were favors and did not interfere with union work. He also claimed that the testimony of other Local employees was politically motivated and was also motivated by Rumore's alleged efforts to fight organized crime in the union.

Rumore further testified that he "was out of control" when he ordered the member arbitrations cancelled in August 2003. (Ex. 12 at 68-69) Rumore gave the following reasons for this: in 2001 and 2002 an organized crime member had threatened Rumore and his family; he was "traumatized" by his sixty day suspension from union office, he was ill and he was sleep deprived prior to his wife's hip surgery in September 2003 because he was caring for her.

A. Rumore's Claims Regarding the Personal Services Performed For Him

Rumore claimed that the personal services he directed Local employees to perform for him were "in the nature of asking a friend to help a friend." (Ex. 12 at 155-156) He also claimed that since the Local's business agents worked irregular hours, their performance of personal work for him on work days during business hours was appropriate. (Ex. 12 at 152) His claims are unpersuasive since the business agents testified that they were instructed to perform the personal services and that such personal services were done as their union work.⁵⁹

Further demonstrating that the extensive personal services for Rumore were done as union work, Rumore, the Local's principal officer, often used Local employees Wojciechowski and Rotante to direct other Local employees to perform personal work for Rumore. (Ex. 12 at 158; Ex. 1 at 177; Ex. 8 at 45-47, 53)

With respect to the personal services for Rumore and his family, Wojciechowski, "understood that was part of the job and I'm sure if I would have contested it, I would have been gone." (Ex. 1 at 143-144)⁶⁰ Wojciechowski

⁵⁹ Moreover, as discussed above, there were instances where Rumore directed Local employees to stop union work in order to perform a personal service for him or one of his family members. (Ex. 30 at 80-82; Ex. 46 at 34-36)

testified that he was "directed to do" the errands for Rumore and his family and none of the errands were personal favors. (Ex. 1 at 176) When Cotoggio was asked if he moved Louis Rumore's personal effects voluntarily, he testified "[w]ell, again, it's, you know, you're asked to do something, and it's kind of inferred you have to do it." (Ex. 30 at 37)

In contrast to Rumore's claim that the business agents moved his household items from Pennsylvania to New York as a "favor" (Ex. 12 at 152-153), several of the business agents testified that they were directed to perform personal work for Rumore and such work was not a "favor" for Rumore. (Ex. 3 at 35; Ex. 4 at 264; Ex. 5 at 192, 233-234) For example, Malone testified that "[i]t wasn't part of my job responsibilities, but when he [Rumore] told us to do it, we did it. It was a fear factor. I was afraid of losing my job." (Ex. 3 at 35)⁶¹

⁶⁰ During his September 25, 2003 sworn examination, Wojociechowski testified that when he and the other business agents did personal work for Rumore during business hours, they "make up for it later." (Ex. 17 at 49) In contrast, during his December 4, 2003 sworn examination, when asked about his earlier testimony that the business agents would "make up" the time spent performing personal work for Rumore, Wojociechowski responded, "they would try, but sometimes that was impossible." (Ex. 1 at 175) Wojociechowski testified that on several occasions he performed personal work for Rumore while on union time. (Ex. 17 at 51, 89; Ex. 1 at 140-141, 145-146, 153-156, 175-180)

⁶¹ During his December 2003 sworn examination, when asked about the personal services he did for Rumore, Vitta testified that "there was no way I could say no. None of us could say no." Vitta testified that "none of us ever tried it, but you would never think about it, because

Former Local 812 officer and business agent Russo testified that none of the personal work he did for Rumore was a favor. Russo testified that he was so upset at the personal tasks Rumore directed him to perform, that Russo, "used to ride around and bang on the steering wheel. I wanted to kill somebody. That's how bad it was." (Ex. 46 at 50) According to Russo, even though he had had two heart attacks, the most recent in January 2000, in March 2000 Rumore directed Russo to travel to Lakeview to help with the move. (Ex. 46 at 18, 45-46) Russo testified that he was afraid of repercussions if he did not do what Rumore directed. He also testified that he had a son who was a Local 812 member and he worried about the impact upon his son if he failed to comply. (Ex. 46 at 50)

Rumore claimed that, "[w]e were a happy team, we seemed to be doing well and having favors done for each other. I am not the only recipient of favors. We can go into, I have a myriad of favors that have been done for a

his attitude was this is your job and this is what you have to do." (Ex. 4 at 264, 291-293) In Vitta's prior testimony on September 26, 2003, when asked about the Pennsylvania move, Vitta testified, "I felt it was a favor. I did him [Rumore] a favor." (Ex. 2 at 68-70) During his second sworn examination in December 2003, Vitta testified that he did not testify accurately during his September 2003 sworn examination because it was "an issue of self-preservation" and he was worried about retaliation if he testified that Rumore directed him to perform the personal services. (Ex. 4 at 192-193)

lot of people." (Ex. 12 at 179)⁶² For example, Rumore claimed that he picked up dry cleaning for Vitta. (Ex. 12 at 172) In contrast, Vitta testified that Rumore did not perform personal services for him. (Ex. 4 at 214-215)

In any event, Rumore's claim that the extensive personal services were performed as "favors" for him ignored his fiduciary obligations as the Local's principal officer to ensure that the business agents' time, a union resource, was used solely for the benefit of the Local and not for his personal benefit.⁶³

B. Rumore's Claims Regarding His Health and Personal Circumstances

During his October 2003 sworn examination, Rumore testified that he had various medical conditions including Epstein Barr, a chronic fatigue syndrome, which he had for three years. (Ex. 12 at 76) Rumore also testified that during his two month suspension in 2003, he was diagnosed

⁶² Rumore testified that, "I can give you countless instances where we've helped one another." (Ex. 12 at 155-156) Rumore testified that one such example was his allowing Rosano to take Rosano's wife for chemotherapy treatments on Wednesdays. (Ex. 12 at 156)

⁶³ When Rumore's sworn examination was conducted in 1999, he testified that as a fiduciary he had "an obligation to be responsible for the assets of the local . . . because it comes on the - - from the contribution of membership dues and per capita." Rumore further testified that he was aware that as an officer he could not act in his own financial interest with the assets of the Local without the members' approval. (Ex. 20 at 5-6)

with a tortuous aorta which could be fatal if it severed.

(Ex. 12 at 76) According to Rumore, he "was severely traumatized by my sixty day suspension" and it "took a tremendous toll" on him. (Ex. 12 at 69, 77) On September 3, 2003, Rumore's wife had bilateral hip replacement surgery. (Ex. 12 at 13) Rumore testified that for the period six months before her surgery, he was sleep deprived because he was caring for her. (Ex. 12 at 68-69)⁶⁴

⁶⁴ Rumore testified that during this period, his wife was "on crutches or in a wheelchair." (Ex. 12 at 68-69, 76) Although not included in the evidence supporting the charges against Rumore described above, Rumore directed the Local's officials to perform personal services for him and his wife. For example, during Rumore's two month suspension from union office, prior to Rumore traveling to Florida for a month, Vitta frequently picked up Rumore's wife from the Scarsdale Diner to drive her to the Local where she worked as the Director of the Retirement Fund. (Ex. 2 at 17-20; Ex. 4 at 191-196; Ex. 12 at 12-13, 15)

In addition, after his wife's surgery on September 3, 2003, on Sunday, September 7, 2003 Rumore called Vitta at about 11:00 p.m. and told him to "[g]et down here. I'm taking her [Rumore's wife] out of the hospital." (Ex. 4 at 270-274, 278) Vitta drove to the rehabilitation center where Rumore's wife was, stayed until 1:00 or 1:30 a.m. and then drove Rumore's "mother-in-law, his daughter and his father-in-law in the union owned vehicle to Manhattan." (Ex. 4 at 270-272, 274) On Monday, September 8, 2003, Rosano and Marsh went to the rehabilitation center and picked up Rumore's car. (Ex. 5 at 213-214; Ex. 9 at 167-168; Ex. 83) That same day, Wojciechowski went to a pharmacy in Scarsdale, picked up medication for Rumore's wife and took it to Rumore's apartment in New York City. (Ex. 8 at 64-66; Ex. 4 at 272; Ex. 64; Ex. 1 at 161-162) On Wednesday, September 10, 2003, Wojciechowski took Marsh to a pharmacy in Manhattan to get several items for Rumore's wife. (Ex. 1 at 163-164) In addition, Malone's diary for September 15, 2003 included the notation, "[t]ake Anthony's and Liz's drugs to his house back to NYC." (Ex. 53)

Also in September 2003 after Rumore's wife's surgery, while Marsh was visiting a Local 812 employer in Elmsford, Marsh received a call from Rotante who told him that Rumore wanted Marsh to return to the Local. (Ex. 7 at 86-87) After Marsh arrived at the Local, Rumore told Marsh to take some paper cups, coffee, laundry and a package and deliver them to Rumore's apartment in New York City. That day, Rumore told Marsh to first go to a doctor's office in New Jersey, pick up a

Rumore also testified that he and his family "were paralyzed" by threats reputed organized crime member Gaetano Louis "Thomas" Bruno ("Bruno") made against Rumore and his family after Louis Rumore's death in October 2001. (Ex. 12 at 75) According to a June 12, 2002 complaint filed in United States District Court for the Eastern District of New York, Bruno, a member of the Gambino LCN family, told Rumore's brother that Rumore's deceased father, Louis Rumore, who was also described in the complaint as a Gambino LCN member, owed Bruno a \$200,000 debt. (Ex. 90 at 6-7)⁶⁵ According to the complaint, after Louis Rumore died, Bruno wanted Rumore to pay this debt and Bruno threatened Rumore and his family members. (Exs. 90-91; Ex. 12 at 128-129, 135)⁶⁶ On or about June 26, 2002, Bruno was arrested. (Ex. 91) On July 2, 2002, an indictment was filed against Bruno. (Ex. 92) The indictment charged Bruno with extortion in violation of Title 18, U. S. C. Sections 1951 and 3551. (Ex. 92) On

prescription and then drop everything off at Rumore's apartment. (Ex. 7 at 87)

⁶⁵ Rumore testified that he saw Bruno in Rumore's father's house twice in the six years before Louis Rumore's death in October 2001. (Ex. 12 at 130-131, 135)

⁶⁶ The complaint referred to John Does 1 and 2. The complaint identified John Doe 2 as the "current President, Soft Drink and Brewery Workers Union Local 812, International Brotherhood of Teamsters" and John Doe 1 as his brother. (Ex. 90 at 3)

November 8, 2002, Bruno pled guilty. (Ex. 93) On May 9, 2003, Bruno was sentenced to forty-one months imprisonment, three years supervised release and a \$50,000 fine. (Exs. 56 and 94)⁶⁷

Rumore's reported medical conditions and the threats from reputed organized crime member Bruno in late 2001 and 2002 did not provide a defense to the charges against him. As an initial matter, as detailed above, Rumore's pattern of directing Local employees to perform personal work was a longstanding practice beginning in the late 1980s. Similarly, Rumore caused Local officials to have contact with his father prior to his father's death in approximately October 2001.

Furthermore, even if Rumore was ill on the date in August 2003 when he directed that the arbitrations be cancelled, this did not justify his cancellation of the members' arbitrations because he was angry that the business agents were not collecting sufficient funds to pay his legal fees. Moreover, although Rumore testified that he realized that the arbitrations had been cancelled a few

⁶⁷ According to Rumore, after the threat from Bruno, Vitta and Wojciechowski told Rumore, "'look we'll drive your wife, we'll drive your kids, you know, we know what you're going through.' So I said, 'I appreciated it, if I need help, I will accept some help.' . . ." (Ex. 12 at 75-76, 139-140) Vitta denied volunteering to drive Rumore after Bruno threatened Rumore. (Ex. 4 at 292; Ex. 1 at 176)

days after the meeting on or about August 19, 2003 and immediately directed that the arbitrations be reinstated (Ex. 12 at 73), the evidence belied this claim. As detailed above, it was only approximately five weeks later, on the date of IRB sworn examinations, that the Local's attorney directed the arbitrations to be reinstated. (Ex. 1 at 132-134; Exs. 10-11, 85)

C. Rumore's Claims Regarding the Motivations for the Local Employees' Testimony

During his sworn examination, Rumore suggested that there were improper motivations behind the Local employees' testimony. For example, Rumore suggested that some testimony was motivated in part because he allegedly was fighting organized crime in the Local and he was viewed "as a rat" for reportedly cooperating with the FBI in the Bruno matter and in connection with an investigation of Local 812 member Jack Barretta. (Ex. 12 at 56-57, 63-64, 92, 122)⁶⁸ Rumore also alleged that former employee Russo

⁶⁸ On September 8, 2003, Local 812 member Jack Barretta, who was employed as a Local 812 member at the Coca Cola sales center in Smithtown, New York, was arrested on federal charges of operating an organized crime loan sharking operation for workers at the facility. (Exs. 65 and 95) The criminal case against Barretta is pending.

Rumore testified that the FBI contacted him "some months" prior to his October 17, 2003 sworn examination and asked for his cooperation in their investigation of Barretta. (Ex. 12 at 63) According to Rumore, he provided the FBI a list of Local 812 members

called him and told Rumore that "he was dead" because he had fired Russo and another business agent. (Ex. 12 at 109-110)⁶⁹ Rumore also suggested that there were political motivations behind the testimony.

The evidence did not support Rumore's claims that the Local officials' testimony concerning him was a result of any alleged effort on his part against organized crime. Indeed, Rumore's assertion that he was fighting organized crime was highly suspicious given that Rumore deliberately caused Local officials to have contact with Rumore's father, a reputed member of the Gambino LCN family and a prohibited person under the Consent Order.

Moreover, whatever the motivation for the testimony of the Local employees, multiple witnesses provided testimony that was in many respects interlocking. In addition, Rumore's admissions corroborated much of the sworn testimony. Moreover, contemporaneous diary and calendar entries and the Local records regarding the

who worked at the Coca Cola facility in Smithtown. (Ex. 12 at 103-105, 109-123) Rumore testified that in connection with the Bruno matter, the FBI asked him to wear a wire and he refused. (Ex. 12 at 130)

On September 25, 2003, the Chief Investigator sent a sworn examination notice to Barretta. (Ex. 66) On November 13, 2003, Barretta signed an Affidavit and Agreement to permanently resign from the International Brotherhood of Teamsters. (Ex. 36)

⁶⁹ Rumore also suggested that Russo was angry at Rumore because Rumore had refused to hire Barretta as a business agent. (Ex. 12 at 111)

arbitrations further corroborated the sworn testimony. The pattern of Rumore's misconduct had existed for decades.

For example, at least five Local employees testified that Rumore directed that the arbitrations be cancelled because he was dissatisfied with the collections for his Expense Trust. (Ex. 17 at 75-77; Ex. 1 at 127-132; Ex. 2 at 103, 105; Ex. 4 at 216-218; Ex. 57 at 83-85; Ex. 5 at 162-167; Ex. 7 at 70-71; Ex. 9 at 137-138; Ex. 8 at 124, 138) In addition, Local records, including the notices canceling the arbitrations, the letter to members canceling the arbitrations and the notices reinstating the arbitrations, corroborated the sworn testimony. (Exs. 10, 11, 85)

VII. PROPOSED CHARGES

Based upon the foregoing, it is recommended that Local 812 President Anthony Rumore be charged as follows:

A. Charge One

While a member and President of Local 812, you brought reproach upon the IBT, violated your fiduciary duties to the Local and its members and embezzled and converted Local assets to your own use and the use of others, in violation of Article II, Section 2(a) and

Article XIX, Section 7(b)(1), (2) and (3) of the IBT

Constitution, to wit:

As described above, for many years, including from at least March 1999 through September 2003, you engaged in a longstanding practice of directing Local 812 officers, business agents and employees to perform personal services for you and your family.

B. Charge Two

While a member and President of Local 812, you brought reproach upon the IBT, violated the March 14, 1989 Consent Order and disrupted and interfered with the Local's legal obligations to comply with the Consent Order in violation of Article II, Section 2(a) and Article XIX, Section 7(b)(1), (2) and (5) of the IBT Constitution and Paragraph E(10) of the March 14, 1989 Consent Order, to wit:

Between at least August 1999 and September 2001, you caused officers and business agents of Local 812 to have contact with your father, Louis Rumore, a prohibited person as defined in Paragraph E(10) of the Consent Decree.

C. Charge Three

While a member and President of Local 812, you brought reproach upon the IBT, breached your fiduciary

duties to the Local and its members and disrupted and interfered with the Local's legal obligations to represent Local 812 members in violation of Article II, Section 2(a) and Article XIX, Section 7(b)(1), (2) and (5) of the IBT Constitution, to wit:

In August 2003, you ordered members' arbitration hearings to be cancelled because you were dissatisfied with the contributions Local employees had collected from members for the Anthony Rumore Legal Expense Trust. This Fund was established to pay your legal bills.

EXHIBITS TO REPORT REGARDING ANTHONY RUMORE

- Ex. 1 Sworn Examination of Joseph Wojciechowski dated December 4, 2003
- Ex. 2 Sworn Examination of Joseph Vitta dated September 26, 2003
- Ex. 3 Sworn Examination of Thomas Malone dated September 25, 2003
- Ex. 4 Sworn Examination of Joseph Vitta dated December 2, 2003
- Ex. 5 Sworn Examination of Thomas Rosano dated December 4, 2003
- Ex. 6 Sworn Examination of John Cotoggio dated December 4, 2003
- Ex. 7 Sworn Examination of Warren Marsh dated September 24, 2003
- Ex. 8 Sworn Examination of Lorraine Rotante dated November 7, 2003
- Ex. 9 Sworn Examination of Warren Marsh dated December 4, 2003
- Ex. 10 Notices canceling Arbitrations
- Ex. 11 Letters sent to members canceling arbitrations
- Ex. 12 Sworn Examination of Anthony Rumore dated October 17, 2003
- Ex. 13 Form LM-2 of Local 812 for 2002
- Ex. 14 Lease for Local 812
- Ex. 15 Form 5500 for the Local 812 Health Fund for 2002
- Ex. 16 Lease for Health Fund
- Ex. 17 Sworn Examination of Joseph Wojciechowski dated September 25, 2003
- Ex. 18 Anthony Rumore's biography
- Ex. 19 Sworn Examination of Anthony Rumore dated October 8, 1992
- Ex. 20 Sworn Examination of Anthony Rumore dated June 18, 1999
- Ex. 21 Sworn Examination of Anthony Rumore dated June 18, 2002
- Ex. 22 Charge report involving Louis Rumore

- Ex. 23 Form 5500 of the Soft Drink and Brewery Workers Union Local 812 Retirement Fund for the Fiscal Year ended June 30, 2002
- Ex. 24 Executive Board Minutes of Local 812 for January 2004
- Ex. 25 Form LM-2 of Joint Council 16 for 1997
- Ex. 26 Joint Council 16 Trusteeship
- Ex. 27 Form LM-2 for Joint Council 16 for 2002
- Ex. 28 Memorandum of Special Investigator William Nugent dated February 25, 2004
- Ex. 29 Mapquest for distance from Beekman Street to Local 812
- Ex. 30 Sworn Examination of John Cotoggio dated September 25, 2003
- Ex. 31 Executive Board minutes of Local 812 for December 9, 2002
- Ex. 32 Sworn Examination of John O'Neill dated September 19, 2003
- Ex. 33 Documents regarding discharge of John O'Neill
- Ex. 34 IRB report concerning Anthony Rumore dated October 17, 2002
- Ex. 35 Barry Feinstein's Affidavit and Agreement
- Ex. 36 Jack Barretta's Affidavit and Agreement
- Ex. 37 IBT Panel Decision regarding Anthony Rumore
- Ex. 38 IBT Letter dated March 21, 2003
- Ex. 39 Letter dated March 13, 2003 from IRB to IBT
- Ex. 40 Letter dated March 24, 2003 from IBT to Anthony Rumore
- Ex. 41 Letter dated April 1, 2003 from Thomas Puccio to IRB
- Ex. 42 Letter dated April 22, 2003 from IRB to Thomas Puccio
- Ex. 43 Letter dated April 24, 2003 from IBT to Anthony Rumore
- Ex. 44 Mapquest for distance from New York to Baltimore

- Ex. 45 Letter dated May 9, 2003 from IRB to Anthony Rumore
- Ex. 46 Sworn Examination of John Russo dated December 2, 2003
- Ex. 47 Sworn Examination of Rashida Bolden dated November 7, 2003
- Ex. 48 Sworn Examination of Thomas Malone dated December 2, 2003
- Ex. 49 Thomas Malone's diary for 1999
- Ex. 50 Thomas Malone's diary for 2000
- Ex. 51 Thomas Malone's diary for 2001
- Ex. 52 Thomas Malone's diary for 2002
- Ex. 53 Thomas Malone's diary for 2003
- Ex. 54 Form LM-2 of Local 812 for 1993
- Ex. 55 Sworn Examination of Louis Rumore dated September 17, 1990
- Ex. 56 Court Docket regarding Tommy Bruno
- Ex. 57 Sworn Examination of Thomas Rosano dated September 24, 2003
- Ex. 58 Mapquest for distance from Lakeview, Pennsylvania to Local 812
- Ex. 59 Executive Board minutes of Local 812 for October 2, 2001
- Ex. 60 Mapquest for distance from Queens, N. Y. to Local 812
- Ex. 61 Form LM-2 of Local 812 for 2001
- Ex. 62 John Cotoggio calendars for 2000 – 2003
- Ex. 63 John Cotoggio's receipt for \$10.00 for Parking
- Ex. 64 Lorraine Rotante's schedules for 2003
- Ex. 65 News article regarding Jack Barretta
- Ex. 66 IRB sworn examination notice dated September 25, 2003 for Jack Barretta
- Ex. 67 November 1997 arbitration notices regarding Coca Cola

- Ex. 68 Addresses for Guru Schacte of Well Being Center and John Martarano of Internal Yoga Institute
- Ex. 69 Anthony Rumore's monthly garage charges
- Ex. 70 Excerpts from Business Agents' Fund records
- Ex. 71 Memo of Special Investigator William Nugent dated December 17, 2003
- Ex. 72 Form LM-2 of Local 812 for 1990
- Ex. 73 Louis Rumore Affidavit and Agreement
- Ex. 74 Excerpts from Teamster magazine
- Ex. 75 Anthony Rumore Legal Expense Trust document
- Ex. 76 Check dated June 27, 2003 to Phillip Landrigan
- Ex. 77 Legal Expense Trust bank statement
- Ex. 78 Legal Bill from Phillip Landrigan
- Ex. 79 Legal Bill from Thomas Puccio
- Ex. 80 Check dated August 27, 2003 to Thomas Puccio
- Ex. 81 Transcript of tape of conversation between Warren Marsh and Anthony Rumore
- Ex. 82 Copy of tape of conversation between Warren Marsh and Anthony Rumore
- Ex. 83 Lorraine Rotante's logs for Thomas Rosano and Warren Marsh
- Ex. 84 Letter dated September 23, 2003 from Marlon Borge to IBT
- Ex. 85 Notices reinstating arbitrations
- Ex. 86 Rescheduled dates for cancelled arbitrations
- Ex. 87 Joseph Wojciechowski Computer Log
- Ex. 88 Anthony Rumore Legal Expense Trust termination agreement

- Ex. 89 Anthony Rumore Legal Expense Trust bank statement for November 2003
- Ex. 90 Complaint regarding Gaetano Bruno aka Tommy Bruno
- Ex. 91 News articles regarding arrest of Tommy Bruno
- Ex. 92 Indictment of Tommy Bruno
- Ex. 93 News article regarding guilty plea of Tommy Bruno
- Ex. 94 News article regarding sentencing of Tommy Bruno
- Ex. 95 Affidavit in Support of an Application for Arrest Warrant regarding Jack Barretta

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September 10, 2004

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

Re: Decision on Local 812 President
Anthony Rumore

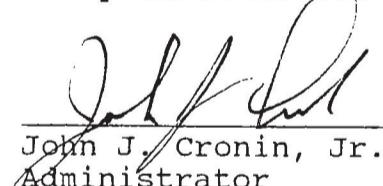
Dear Mr. Hoffa:

The Independent Review Board has reviewed your decision of July 28, 2004, in the above-captioned matter, and finds the decision to be not inadequate.

Very truly yours,

Members of the
Independent Review Board

By:


John J. Cronin, Jr.
Administrator

cc: Members of the General Executive Board
Patrick J. Szymanski, Esq.
Andrew W. Schilling, AUSA
Thomas Puccio, Esq.
Paul F. Corcoran, Esq.
Bruce Maffeo, Esq.
Anthony Rumore

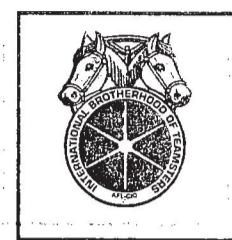
Pursuant to the Consent Order of the United States District Court, S.D.N.Y.
United States -v- International Brotherhood of Teamsters 88 CIV. 4486 (LAP)

INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

AFL-CIO

OFFICE OF
JAMES P. HOFFA
GENERAL PRESIDENT

July 28, 2004



UPS Next Day Air

Mr. Anthony Rumore, President
Teamsters Local Union 812
202 Summerfield Street
Scarsdale, New York 10583
and
90 Beekman Street
New York, New York 10038

Re: Charges Against Local 812 President Anthony Rumore

Dear Sir and Brother:

You will find enclosed the report and recommendations of the Panel, which conducted the hearings on the charges filed against you. I have had the opportunity to review the Panel's findings and conclusions, and hereby adopt them as my own.

The Panel's recommendation is reissued as the decision of the General President.

Fraternally yours,

James P. Hoffa
James P. Hoffa
General President

JPH/gwb

Enclosure

cc: Richard Volpe, International Vice President
Teamsters Joint Council 16
Hearing Panel
Paul F. Corcoran, Esq.
Thomas Puccio, Esq.
Bruce Maffeo, Esq.
Independent Review Board

BEFORE A HEARING PANEL APPOINTED BY THE GENERAL PRESIDENT

Introduction

On May 4, 2004, the Independent Review Board (“IRB”) issued a recommendation to General President James P. Hoffa that Local 812 and Joint Council 16 President Anthony Rumore be charged with numerous breaches of his fiduciary duty. On May 14, 2004, General President Hoffa filed the charges against Rumore and subsequently appointed the undersigned Panel to hold a hearing on the allegations.

On June 2, 2004, General President Hoffa notified Rumore that the hearing would be held on June 25, 2004, in New York City. General President Hoffa appointed J. Bruce Maffeo, Esq., to present the charges against Rumore. On June 21, 2004, Paul F. Corcoran, an attorney representing Rumore, wrote to General President Hoffa requesting a postponement of the hearing for several months for the convenience of Rumore and his attorneys. The Panel granted the request for a postponement, but not for the amount of time requested.¹ Shortly thereafter, Rumore and his attorneys were notified that the hearing would be held on July 9, 2004, in New York City. The rescheduled date was chosen to accommodate the requests of Rumore’s attorneys that the hearing be held on a Friday for their scheduling convenience.

On July 9, 2004, at 9:30 A.M., at the Times Square Hilton in New York City, the hearing was convened. Neither Rumore nor any of his attorneys appeared at the hearing. Maffeo presented the case against Rumore.

Allegations and Evidence

The IRB Report made three general charges against Rumore:

¹ Such a prolonged delay would have been to the detriment of the members of Local 812, who have an obvious interest in seeing this matter resolved expeditiously.

1. Rumore engaged in a longstanding practice of directing Local 812 officers and employees to perform personal services for him and his family;
2. Rumore caused Local 812 officers and employees to have contact with Louis Rumore, an individual who was defined as a “prohibited person” under the Consent Decree; and
3. Rumore retaliated against Local 812 members who did not contribute enough money to his personal legal expense fund by canceling their pending arbitrations.

The IRB gave a detailed description of the events giving rise to these charges in its Report of more than eighty pages. The evidence supporting the allegations of abuse is compelling. As Rumore did not appear at the hearing to refute the allegations in that Report, and he has not submitted any substantive defense in writing, all such factual allegations are deemed admitted as true. That Report was entered into the record at the hearing. However, in addition, Maffeo presented the testimony of three live witnesses: Thomas Rosano, Local 812 Secretary-Treasurer/Business Agent; Warren Marsh, Local 812 Trustee/Business Agent; and Thomas Malone, Local 812 Trustee/Business Agent. These witnesses generally reiterated the testimony they had already given to the IRB regarding the various abuses of power by Rumore.

Each of the witnesses testified credibly and in detail about the personal favors Rumore required them to perform during regular business hours while they were being paid by Local 812. The evidence made it clear that Rumore ruled the Local Union with an iron fist and maintained an atmosphere in which Business Agents understood they would suffer harsh consequences if they did not follow Rumore’s orders, no matter how illegitimate those orders might be.

Brother Rosano testified that Rumore ordered him to do renovation work at the Pennsylvania home of Rumore’s father, Louis. This work was done during regular business hours on most occasions. Not only was this an improper use of Local Union resources, but it also caused Rosano and the others involved to come into contact with Louis Rumore, who was a prohibited person under the Consent Decree.

Brother Malone testified that from the very beginning of his tenure at the Local Union in 1999, Rumore ordered him to perform personal services

for the Rumore family. These services included chauffeuring Rumore's daughters to New Jersey, moving furniture for the Rumore family, waiting in the car for hours at a time while Rumore conducted personal business, etc. Malone took detailed daily notes, entered into evidence at the hearing, of his activities from 1999 until the end of 2003. The Panel finds these notes to be strong support for the allegations.

Brother Marsh's testimony echoed that of Rosano and Malone regarding Rumore's constant orders to perform personal services for the Rumore family. Marsh also testified regarding Rumore's efforts to raise money for his legal expenses in 2003. By way of background, Rumore was suspended for a 60 day period in 2003 as a result of charges referred by the IRB to the General President. In that case, Rumore was found to have caused Barry Feinstein, another individual deemed by the IRB to be a prohibited person under the Consent Decree, to have contact with Teamster officials from the New York City area. In connection with that case, Rumore incurred several hundred thousands of dollars in legal fees. Rumore believed that Local 812 members should have to bear that expense instead. He set up a "Legal Expense Trust" to defray the fees. The evidence shows that Rumore then directed the Local Union's Business Agents to focus their energies on collecting contributions from the Local Union's members. According to Marsh, Rumore stated that he wanted each member to give at least \$100.

Eventually, Rumore became upset with what he deemed to be inadequate contributions from the members. In response, he ordered arbitrations cancelled for any member who had not given an adequate amount of money. Over the protest of some of the Business Agents, arbitrations were cancelled, to the obvious detriment of the Local's members.

Analysis

The evidence portrays an appalling arrogance of power on the part of Anthony Rumore. Neither this Union nor its members can afford to have officials who treat the Union's employees as their personal servants. Yet Rumore apparently believed, as shown by his conduct time and time again, that serving his personal and family needs took priority over serving the members of Local 812.

Rumore also displayed a blatant disregard for his duties as an official of Teamster affiliates by causing other Teamsters to have contact with a person prohibited from contact with Teamsters pursuant to the Consent Decree. He endangered the Teamster careers of those people.

Rumore's disregard for the members' well being is best exemplified by his cancellation of grievance arbitrations in retaliation for the grievants/members not contributing adequate amounts to his legal defense fund.

Recommendation

The Panel concludes that a preponderance of reliable evidence proves that Anthony Rumore is guilty of the charges in the IRB Report dated May 5, 2004. The Panel unanimously recommends that Rumore be expelled from membership in the Union; permanently barred from participating in the affairs of the Union; permanently barred from holding union office; permanently barred from contracting with, seeking or holding office or employment with Local 812, the IBT or any other IBT affiliate or its sponsored employee benefit plan; permanently barred from seeking or accepting money or other compensation for any goods and services from Local 812, the IBT or any other IBT affiliate or IBT sponsored employee benefit plan other than receipt of vested benefits to which he may otherwise lawfully be entitled by reason of prior participation in an IBT sponsored benefit plan or plans. In addition, Rumore is prohibited from having any contributions made on his behalf to any IBT-affiliated benefit funds by Local 812 or any other IBT-affiliated entities.

7/26/04

Date



Denis Taylor (Chairman)

Date

David Laughton

Date

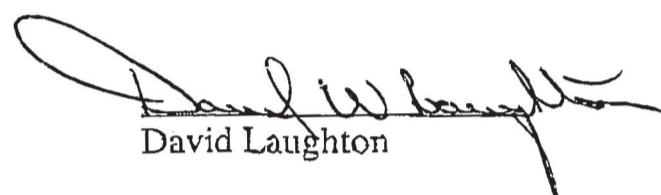
Edward Keyser

Date

Denis Taylor (Chairman)

2/21/04
Date

David Laughton



Date

Edward Keyser

FROM :ED KEYSER IBT REP FAX NO. :302 947 1279 Jul. 21 2004 03:42PM, P2
07/19/2004 14:44 FAX 202 624 6884 IBT LEGAL DEPT.

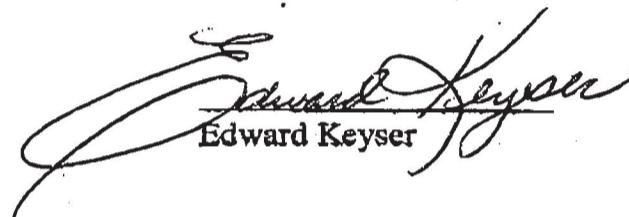
Date

Denis Taylor (Chairman)

Date

David Laughton

7-21-04
Date


Edward Keyser