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DISCIPLINARY HEARING

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BEFORE THE APPOINTED PANEL

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FOR TRUSTEED LOCAL TEAMSTERS UNION 2118

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VIDEO-RECORDED IN-PERSON AND REMOTE HEARING

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TRANSCRIPT OF PROCEEDINGS

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TRUSTEESHIP HEARING APA LOCAL 2118

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RE: ANDREW ROBLES

16

VOLUME II (Pages 288 - 464)

17

Wednesday, October 30, 2024, 9:08 a.m. PDT

18

At Hampton Inn Tropicana and Event Center

19

4975 Dean Martin Drive

Las Vegas, Nevada

20

By a Certified Court Reporter and Legal Videographer

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25

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

2 MR. HARDENBROOK: So we are going to go on
3 the record. It is 9:08 a.m.

4 We are continuing the hearing that we
5 started yesterday. And Mr. Robles had gone through
6 his defense of his first charge and had just begun
7 with your presentation of evidence in the second
8 charge. And I know you got just a few minutes into
9 that, but if you could, could we just start over with
10 your defense of your second charge.

11 MR. ROBLES: I certainly could. And I'm
12 going to, if you will indulge me, revisit three of
13 the exhibits that were the affidavits just because I
14 glossed over them very quickly because I was trying
15 to get out of here, but that's not a very good thing
16 for my case.

17 So I'm going to read what the important
18 pertinent pieces are and then we will move forward.

19 And just for some housekeeping, if we could,
20 on the record, in light of the explicit instructions
21 that the panel gave to both the charging party and
22 our party, that no attorneys could be in the room,
23 yesterday there was an attorney in the room for the
24 vast majority of the day.

25 And so I would ask that the panel confirm

1 that there are no other attorneys in the room,
2 there's no other member that's going out and talking
3 to their attorney that's sitting in the other lobby
4 and coming back and putting us at a disadvantage
5 during the case.

6 MR. UNTERSEHER: Well, I know of at least
7 one attorney in the room now.

8 MR. ROBLES: Your panel. I know you get to
9 have your attorney.

10 MR. HARDENBROOK: I think what the
11 instructions were was that we would not have an
12 attorney representing -- outside counsel representing
13 either one of you is what the explanation was. We
14 can revisit that if you --

15 MR. ROBLES: That was our understanding,
16 that we couldn't have any attorneys in the room.
17 Otherwise we would have sat one behind us and
18 conferred with him during our breaks.

19 MR. HARDENBROOK: Gotcha. So who are we
20 talking about?

21 MR. ROBLES: I don't know who all these
22 people are. This gentleman over here, I'm not sure
23 what his position is. The gentleman in the back in
24 the middle, I don't know what his position is.

25 MR. HARDENBROOK: Let's do this. By raise

1 of hands, who is an attorney?

2 (Mr. Vazquez and Mr. Burden raised hands.)

3 MR. HARDENBROOK: And what is your name?

4 MR. VAZQUEZ: Jason Vazquez.

5 MR. HARDENBROOK: Oh, okay. Jason, are you
6 going to testify in this case?

7 MR. VAZQUEZ: No.

8 MR. HARDENBROOK: Are you advising the
9 trustee?

10 MR. VAZQUEZ: Well, the letter said that --
11 it only said that attorneys may not represent the
12 parties at the hearing. I'm not representing the
13 trustee. I may be advising him in some ways, but --

14 MR. HARDENBROOK: My question was, are you
15 advising the trustee?

16 MR. VAZQUEZ: What do you mean by that? I
17 mean, in some sense, yes, I am. I'm not representing
18 him. I'm not helping him present his evidence, no,
19 which is what the IBT Constitution prohibits. I
20 think they misinterpreted the letter.

21 MR. HARDENBROOK: I'm just asking questions
22 to get an understanding, that's all.

23 MR. VAZQUEZ: I helped the trustee prepare
24 his case, yes.

25 MR. HARDENBROOK: Okay. We're going to --

1 this panel is going to caucus for a few minutes. We
2 are going to go review what the instructions were.
3 It's been a couple of weeks since I read that and I
4 just want to make sure that I'm --

5 MR. HANSON: Mr. Chairman, I had difficulty
6 hearing. Was that Mr. Jason Vazquez in the
7 background?

8 MR. HARDENBROOK: Yes.

9 MR. HANSON: He has been sending me or sent
10 me e-mails yesterday with additional exhibits which
11 were aiding in the presentation of the charging
12 party's case; and I did find that suspicious, that he
13 was contributing in that fashion yesterday and it
14 wasn't solo efforts. So I would just like to have
15 that on my part.

16 MR. HARDENBROOK: Gotcha. I appreciate
17 that, Mr. Hanson. That's what this panel is here to
18 determine, is what's going to be admitted, what will
19 not be admitted, and who's advising who. So I
20 appreciate your assessment. We will go talk about it
21 and come back.

22 MR. VAZQUEZ: If I may, before you head out,
23 do you have a copy of the hearing notice? Because I
24 think that's what they're basing their comments on.
25 I just want to make sure I can see the specific --

1 MR. HARDENBROOK: That's what I'm going to
2 review right now. So, yes, I do have it --

3 MR. VAZQUEZ: The September 13th hearing
4 notice, you do have a copy of it?

5 MR. HARDENBROOK: We can't overtalk each
6 other. I wasn't done answering your question.

7 MR. VAZQUEZ: Okay.

8 MR. HARDENBROOK: We have a court reporter,
9 we're on the record. I am aware of the hearing
10 notice. I do have a copy. I don't have it in front
11 of me. This panel is going to caucus. We're going
12 to go review the hearing notice and I'll come back
13 and report that to the group.

14 Mr. Robles?

15 MR. ROBLES: We also did do a letter
16 requesting that our attorneys could come and advise
17 us and we were also denied.

18 MR. HARDENBROOK: I'm aware of that. I read
19 that as well.

20 MR. ROBLES: Thank you.

21 MR. HARDENBROOK: We're going to go off the
22 record.

23 (Pause in proceedings.)

24 MR. HARDENBROOK: Okay. We're going to go
25 back on the record; it's 9:27. And I did go reread

1 the rules that were read into the record yesterday,
2 and as I understand it, your objection was to an
3 attorney advising or possibly advising someone was in
4 the room.

5 So after rereading those rules, I am -- or
6 this panel did decide that we're going to exclude
7 Mr. Vazquez and ask you to leave the room. And just
8 like these parties may, the trustee can contact -- if
9 this attorney, IBT attorney, is advising you in any
10 way, you can contact them after hours just like these
11 guys are outside this hearing, okay.

12 So Mr. Vazquez, we will ask you to leave at
13 this time.

14 MR. VAZQUEZ: Okay. Just for the record, I
15 respectfully ask what specific case you read.

16 MR. HARDENBROOK: Yes. No. 2 and No. 3 of
17 the rules that were read into the record yesterday,
18 specifically -- and I'll read it into the record if
19 you would like.

20 No. 2, I know this addresses Zoom, but it's
21 also overarching. It states, "The hearing panel has
22 permitted charged parties Kurt Hanson and Kenneth
23 Seiden to participate in the hearing remotely via
24 Zoom. Mr. Hanson and Mr. Seiden will do so from
25 Teamsters local offices in Billings, Montana, and

1 Pomona, California, respectively where Teamsters
2 staff will ensure that no counsel or unauthorized
3 persons are present and that the charged parties do
4 not receive any clandestine assistance."

5 It goes on about extensions, but then No. 3
6 specifically states, "Only members of Local 2118, the
7 trustee, and the panel may attend and participate in
8 this hearing. Counsel for the hearing panel may also
9 be present." That is Willie Burden.

10 "A nonmember may testify on a specific issue
11 only if called as a witness by a party to the
12 proceeding," which does call into question me
13 excluding -- or this panel excluding the attorney
14 witness yesterday, because he was called as a
15 witness. But it does give rise to exclude you,
16 Mr. Vazquez.

17 MR. VAZQUEZ: Okay.

18 (Whereupon, Mr. Vazquez left the room.)

19 MR. HARDENBROOK: Okay. Mr. Vazquez has
20 left the room.

21 Any other housekeeping, Mr. Robles?

22 MR. ROBLES: I'd just like to put on the
23 record that their witness was observed this morning
24 speaking with Ed Gleason over there. I don't expect
25 you to do anything about it, but I just wanted that

1 noted on the record.

2 MR. HARDENBROOK: It was not during this
3 hearing, correct?

4 MR. ROBLES: No, not during the hearing.

5 MR. HARDENBROOK: You can consult who you
6 would like, they can consult who they would like
7 outside the record here today.

8 MR. ROBLES: Thank you.

9 MR. HARDENBROOK: You're welcome.

10 MR. ROBLES: Are we ready to proceed?

11 MR. HARDENBROOK: I'm ready.

12 MR. ROBLES: Okay. Good morning again.

13 This is Andrew Robles speaking.

14 As I stated before, I'm going to read a
15 couple of the declarations that I kind of glossed
16 over yesterday.

17 So we're going to start with Exhibit 22, if
18 you will. I'm going to read a good portion of this
19 declaration by Scott Hegland.

20 MR. HARDENBROOK: Give us just one minute.
21 We'll make it work.

22 MR. ROBLES: We don't have access to
23 printers or anything.

24 MR. HARDENBROOK: I think we're all there,
25 Mr. Robles. Go ahead.

1 MR. ROBLES: Okay. Thank you. So I'm going
2 to skip a couple of the paragraphs just for
3 timeliness purposes, but I'll begin with Paragraph 2.

4 He says, "I was a 21-year pilot with Midwest
5 Airlines from 1988 to 2008, and since then have
6 served in various capacities in the airline industry,
7 including as an International representative for the
8 IBT's Airline Division from approximately 2009 to
9 2022.

10 "I have known Captain Robles since
11 approximately 2019.

12 "In May 2020, I was appointed by former
13 General President Hoffa to serve as a trustee and
14 International representative for Local 2118, which
15 had been granted its own charter and represents
16 pilots for Allegiant Airlines.

17 "Based upon my direct interactions with
18 Captain Robles and knowledge of the tasks he was
19 handling when the local was first formed, I knew that
20 Captain Robles literally worked daily on union issues
21 and activities. I consider him a hardworking and
22 committed trade unionist. When I was part of the
23 trusteeship of Local 747 in 2009, and eventually
24 became the trustee in late 2010, we had an entire
25 team of individuals who participated in the initial

1 trusteeship of the local. Unlike my experiences at
2 Local 747, Captain Robles and I were the only two
3 individuals who were working every day on the initial
4 startup of Local 2118 until we hired our secretary,
5 Karen VanNostrand.

6 "Before and during the initial trusteeship
7 of Local 2118, I knew that Captain Robles was taking
8 Flight Pay Loss while working on union business,
9 which occurred daily during the trusteeship. Since
10 Captain Robles and I were the only two individuals in
11 charge of handling the day-to-day operations of Local
12 2118, I knew he would not be able to fly much.
13 During the early days of the trusteeship, Captain
14 Robles informed me that would try -- I [sic] would
15 try and stay current. It is a normal occurrence for
16 pilots who are off the majority of the time due to
17 Flight Pay Loss to see a reduction of their flight
18 proficiency. During the onset of the trusteeship, I
19 also became aware of the difficult relationship
20 Captain Robles had with certain individuals in senior
21 management. This included individuals in senior
22 management as well as individuals in the training
23 department. I recall having a couple of
24 conversations with Captain Robles regarding my
25 concern that Allegiant could use a potential lapse in

1 his flight proficiency as a way to fail him during
2 his current training, and possibly use such failure
3 as a reason to terminate his employment. This has
4 always been a concern with union leadership at almost
5 every airline group I've worked with during my
6 career. When a union official has a contentious
7 relationship with their management like Captain
8 Robles had with Allegiant management, the chance that
9 they may try and fire him only to take him hostage
10 during the trusteeship and/or while he was
11 participating in negotiating was an ever present
12 concern of mine. As a result, I suggested to Captain
13 Robles during one or two of our conversations that he
14 should consider going on full-time Flight Pay Loss.
15 I found this to be in his best interest and the
16 interest of the Allegiant pilots that we were
17 representing. By taking full-time Flight Pay Loss,
18 this would mean he could continue working each and
19 every day for the Allegiant pilots while not having
20 to worry about subjecting himself to the company's
21 training environment twice a year.

22 "The Allegiant contract permitted one
23 individual who had accepted a full-time elected
24 position with the local or International to take time
25 off for purposes of long-term union business. It was

1 also pointed out in the charges that Captain Robles
2 went noncurrent at or about November 1, 2021. During
3 the conversation with Captain Robles in September or
4 October of 2021, he informed me that he intended to
5 not perform his annual line check that was scheduled
6 in December of 2021; and as a result, would go
7 noncurrent at the time. The status of his currency
8 never was a regular topic of conversation, but when
9 Captain Robles informed me of this decision, I was
10 actually surprised he didn't do it much earlier.
11 During Local 2118 local trusteeship, we were
12 extremely busy representing over a thousand Allegiant
13 pilots. I knew from my personal interactions with
14 Captain Robles that he rarely took any personal time
15 away from his union duties. There were many weekends
16 where we found ourselves on the phone at 3:00 or 4:00
17 a.m., catching up on new and unresolved issues.

18 "There were other reasons for Captain Robles
19 to go noncurrent and not bid a monthly line of time.
20 If Captain Robles would have bid a line of time only
21 to drop all his flights for union business, it would
22 have been a disservice to his fellow pilots,
23 particularly to the pilots who, as a result of
24 Captain Robles not bidding a line, now had the
25 seniority to bid and be awarded a line of time for

1 the month. If Captain Robles would have bid for a
2 line, it certainly would have deprived others of
3 being awarded a line with those trips. Also, having
4 those trips available during the bidding process,
5 those available trips provided the opportunity for
6 management to build better lines with more consistent
7 weekly schedules and with higher pay. In the end,
8 having Captain Robles on full-time Flight Pay Loss
9 during the trusteeship had a very positive effect on
10 his fellow pilots and their ability to have a better
11 quality of life as well as the ability for other
12 pilots to earn more money each month. The company
13 never raised any objection to Captain Robles or me
14 about him not bidding a line during the trusteeship
15 and taking full-time Flight Pay Loss."

16 I'll skip to 10. It says, "During the
17 trusteeship, Captain Robles and I discussed that the
18 Allegiant contract specifically authorized four hours
19 of Flight Pay Loss a day. Again, Captain Robles was
20 doing union work on a daily basis, so I understood
21 that taking 120 hours of Flight Pay Loss was not
22 unreasonable. Captain Robles worked well beyond four
23 hours a day."

24 I'll read Paragraph 12. "As trustee of
25 Local 2118 at the time, I believe I was within my

1 authority to approve Captain Robles' Flight Pay Loss
2 and I believed his Flight Pay Loss was reasonable and
3 in line with the airline industry's practice for
4 full-time union officers. I furthermore discussed
5 this decision with my superiors at the IBT in
6 Washington, D.C."

7 If I could, I would like to move to
8 Exhibit 23, which is the declaration of Erick
9 Valenzuela. And Erick Valenzuela, if you remember,
10 was the secretary-treasurer at the time of the
11 trusteeship.

12 I'll skip to Paragraph 9. "To further
13 bolster their assertion that Andrew compensated
14 himself far more than practical, it has been
15 suggested that Andrew is not and would never be
16 qualified to serve in the training center as a
17 simulator instructor or check airman. That's very
18 far from the truth. In my dealings with the company
19 before Local 2118, as well as during, I had several
20 discussions with the flight standards and training
21 representatives. In one particular conversation
22 during negotiations with the director of standards
23 and training, Ed Faith, I recall the willingness of
24 the company to train and incorporate key union
25 officers as instructors. The purpose was to give the

1 union leaders a better understanding of the training
2 curriculum, the pilots' learning deficiencies, and
3 the goals of the company during various elements of
4 the negotiation. At the time, we were in discussions
5 about the training section of the contract as well as
6 implementing a new and improved training program that
7 required changes to the current contract. This was
8 one instance but it was generally conveyed by other
9 mid-level managers the opportunity was available if
10 we wanted to take it. As I understand, one of the
11 board members, Ryan Fogelsanger, did take Captain
12 Faith's offer and was trained around that time as an
13 instructor and still serves Allegiant as a simulator
14 instructor. It is absolutely within the realm of
15 possibility for Andrew to have done the same and make
16 hundreds of thousands more than his position as
17 president of Local 2118. Knowing Andrew, it was
18 never about the money, which makes these assertions
19 that much more outlandish."

20 Paragraph 10. "I understand that Ryan
21 Joseph has made statements during these proceedings
22 that I told him Robles' compensation was excessive.
23 That is incorrect. I am confident I did not say that
24 because I did not and do not believe Robles'
25 compensation is excessive. I was aware of the

1 analysis done to ensure Robles was compensated in a
2 fair and reasonable manner and Robles' Flight Pay
3 Loss was transparent with the local. I made it known
4 with the pilots I personally flew with if they asked
5 and they, too, always supported Andrew's level of
6 compensation."

7 Paragraph 12. "Before I assumed office,
8 Calibre had been retained to provide general
9 accounting services and annual audits of the local.
10 After I was in office, I would get updates from Karen
11 VanNostrand. Apart from the handful of affidavits
12 needed throughout the year, I do not recall any
13 significant issues being raised by those audits. Any
14 discrepancies would be resolved satisfactorily.

15 "I am also aware of how American Airlines
16 compensates the chief officer for its union." And
17 I'll pause there. He currently works for American
18 Airlines.

19 I'll continue. "In 2023, Ed Sicher,
20 president of the Allied Pilots Association, received
21 \$407,504 per the OLMS LM-2 report from 7/1/2023, to
22 6/30/2024. After the new contract, the president of
23 the Allied Pilots Association is slated to receive
24 approximately 614,000 per year, not to include the
25 federal per diem and applicable expense

1 reimbursements. These values only account for those
2 monies spent by the union itself and does not include
3 American Airlines' supplemental compensation to the
4 national officers. Andrew's compensation as a
5 Teamster local president falls well below the
6 industry, but remains reasonable within the scope of
7 membership and overall dues revenues.

8 "In my view, there is and has been
9 significant animosity toward Robles by those involved
10 in 1224, both while Allegiant was part of 1224 and
11 since the creation of Local 2118. I have witnessed
12 unprofessional behavior from representatives of 1224
13 directed toward Andrew Robles. The business agent
14 and legal counsel of 1224 were always taking
15 positions that undermined the strength of Allegiant's
16 and pilots' future. I personally had to deal with
17 the aftermath of their inaction and negligence by
18 aggressively processing 2,000-plus ballot grievances
19 upon the inception of Local 2118. The previous
20 administration understood our need to better position
21 our pilots' bargaining power and granted our request
22 to lead 1224. Unfortunately, these false pretenses
23 and fabricated charges at 1224 have somehow
24 reinserted themselves into Allegiant pilots' affairs.
25 These charges were the result of a failed election

1 campaign to unseat Andrew as a spokesperson of the
2 current negotiations with Allegiant. After the
3 results of a democratic election weren't in their
4 favor, Ryan Joseph, et al., may have naively and
5 ruinously employed the help of Greg Unterseher to
6 take these clearly political actions and stage this
7 coup. To ensure it stuck and ensure continued
8 support from the pilots, these fallacious charges
9 were filed towards an entire executive board minus
10 one. I urge you to use prudence when determining the
11 validity of these allegations and ensure a fair
12 proceeding. You owe it to your brothers."

13 I'll end there.

14 Okay. I'm going to continue with the rest
15 of my statement, if you will. Give me one minute,
16 please.

17 We're going to continue on now with Charge
18 2. Charge 2 alleges that I willfully refused to
19 develop and implement policies required by the
20 International, which allegedly deprived the Local
21 2118 membership of their right to faithful and honest
22 services and enabled me to personally enrich myself
23 at the expense of Local 2118 and its membership. I
24 deny this charge fully.

25 All right. Before addressing the

1 allegations, I will provide context as to some of the
2 practices and procedures following my leadership of
3 Local 2118.

4 Local 2118 drafted bylaws dated September 2,
5 2021, which were approved by the International during
6 the organizational trusteeship. Once the executive
7 board assumed their elected positions, Local 2118
8 followed many of the past practices from Local 1224.

9 For instance, travel to the union office was
10 considered a regular expense that did not require a
11 motion and executive board approval. Notably,
12 Allegiant pilots are scattered across the country at
13 22 base locations, including the elected union
14 officers. As such, it is logistically challenging to
15 have in-person meetings. To alleviate that
16 challenge, the local utilized the software platform
17 called Union Impact.

18 Through Union Impact, the executive board
19 could introduce and second motions as well as vote on
20 those motions. These transactions were recorded
21 within the software such that contemporaneous records
22 were then generated.

23 I've attached a sample set of the motions
24 within Union Impact. That is Exhibit 13, and I'm
25 going to highlight a couple of those for you. I'd

1 like to admit Exhibit 13, please.

2 MR. HARDENBROOK: These have already been
3 admitted as evidence.

4 MR. ROBLES: They have, okay. Thank you. I
5 don't have a good memory on that. I should have
6 probably marked them when we did. Did we put the
7 whole book in? So I don't need to say that anymore,
8 correct?

9 MR. HARDENBROOK: Yes. Yesterday morning or
10 afternoon. It was agreed and it was not objected to
11 at the time. They could still raise an objection,
12 just like you raised an objection yesterday -- or
13 today for Mr. Vazquez being in the room yesterday.
14 We will still listen to the objections, but they are
15 accepted as evidence already, yes.

16 MR. ROBLES: Okay. Very good.

17 So Page 5 of this Exhibit 13 is a motion to
18 change the Flight Pay Loss module on Union Impact to
19 more closely align with the requirements of the
20 contract for long-term Flight Pay Loss.

21 This change will incorporate a new feature
22 that categorizes a long-term Flight Pay Loss request
23 more accurately by bid period rather than arbitrary
24 date range.

25 So for context, when Flight Pay Loss is --

1 MR. HARDENBROOK: Hold on one second,
2 Andrew. I think we're on different pages.

3 MR. ROBLES: Are we?

4 MR. HARDENBROOK: Okay. Is it --

5 MR. ROBLES: Under the motion, it says,
6 "Motion to add functionality to Flight Pay Loss
7 requests."

8 MR. HARDENBROOK: Gotcha. I'm there now.

9 MR. ROBLES: Okay. And I'm reading the
10 public notes there. Okay.

11 So discussions had occurred -- first off, we
12 were approving our Flight Pay Loss per the direction
13 of the auditors and they wanted us to do a postdated
14 or a retro motion on Flight Pay Loss and the way that
15 we had done it, we thought that was captured within
16 the bylaws and the CBA and it was approved by the
17 trustees, so we didn't feel like we needed to do
18 another motion on it.

19 Per the direction of auditors, we were
20 trying to comply with that. We put a motion in that
21 essentially said there was 120 PCH per bid period.
22 And so because we were going to be doing a 120 PCH
23 per bid period just as a one line item to the
24 software, we were going to make a modification to the
25 software to see if that would appease what the

1 auditors were looking for.

2 And so the way that our Flight Pay Loss is
3 put in, you have to go in and you select each day and
4 it's got a calendar view, and I could select a group
5 of days, I could select individual days, and that
6 would reflect how it was presented on the Flight Pay
7 Loss report that was generated and that would be sent
8 to the company.

9 This Flight Pay Loss module change was to
10 make it so we would just put in 120 PCH and it would
11 expand the bid period.

12 One of the reasons that we selected 30 PCH
13 instead of 365 days a year is through discussions,
14 our collective bargaining agreement has bid periods
15 of 30 days. And so, sometimes, if I was to bid
16 31 days or 28 days, depending on the month, it would
17 skew the following month. You know, I would have
18 more PCH on one month and less PCH on the next month.
19 And so to kind of fix that issue, we were trying to
20 capture that as a single input for the bid period to
21 fix that issue.

22 Okay. Anybody have questions on that?

23 The next page, if you flip it, please,
24 there's a motion for continued education for the
25 recording secretary, Joshua Rockwood. This is an

1 online course. It was \$67 and the overview are the
2 principles and guidelines for Robert's Rules of
3 Order.

4 Joshua Rockwood took it upon himself after
5 recognizing that he didn't feel that the motions --
6 that the auditors didn't feel that the motions or
7 minutes were appropriate, he took it upon himself to
8 do that education. We had never been offered any
9 other type of training -- and I'll get to that --
10 because we were established during COVID and so
11 during the pandemic, there was nobody that could come
12 out to the local. And we did do an online training
13 with people that were brand new in that position,
14 because for the most part, there had been a heavy
15 turnover of the airline division and the people at
16 the Teamsters local.

17 We didn't know anything about the politics.
18 I had no idea who was there before. So there's been
19 a lot of kind of banter back and forth about the
20 Hoffa team and the O'Brien team. I don't know. We
21 didn't know anything about any of that. We had
22 nothing to do with the politics. When we were
23 reaching out for legal advice or anything else from
24 the IBT, we were reaching out as an organization.

25 You know, when you have a new president,

1 you're now that president's guys. That's it. So we
2 never -- we didn't play the politics, and to be quite
3 frank, we didn't participate in any. We didn't know.
4 So there was training for Josh Rockwood.

5 If you flip the page, the next one is for
6 the attached policy and procedure manual. Again, us
7 trying to comply with the requests from the auditors.
8 We actually sought legal counsel. We hired a firm to
9 put together the bylaws -- sorry, policy and
10 procedure manual for us -- and that entire packet was
11 what they wrote. We gave them some bullet points,
12 this is how we operate, these are the difficulties we
13 have; and through passes back and forth, the attorney
14 wrote the entire policy manual. He is an RLA and
15 union attorney that's well known in the industry and
16 so we thought that was a proper policy and procedure
17 manual that we voted on and then presented to the
18 auditors.

19 If you skip the next page, there is a fairly
20 expensive new computer that I requested. It had a
21 four terabyte hard drive to handle the video editing
22 that was fairly extensive. That was brought up in
23 some of the testimony from Greg. And it was
24 expensive because I needed a faster hard drive
25 because I did over 70-plus videos for the pilot

1 group. It was a regular thing that we did, put it
2 online. Our pilots were paying -- for context, a
3 captain was paying over \$500 a month in union dues
4 and so they were expecting a higher quality of video.
5 I started by doing it on my phone, got a lot of poor
6 comments on it. They said they liked the material
7 but they wanted an improved product. We tried to
8 accommodate that and we had the budget to do it.

9 If you flip to the next page, it says, "I'm
10 putting a motion to request educational expenses for
11 myself and Ryan Joseph."

12 Again, here we're paying for training, we
13 both successfully went to a Harvard online
14 negotiation session and this was approved by the
15 board. So there's been assertions that there was no
16 training, we didn't try to educate ourselves or
17 better train ourselves and this was approved by the
18 board in January of 2023. And we attended those
19 classes and successfully completed them.

20 All right. So trustee reports were being
21 generated, approved, and reviewed each month, even
22 before the IBT audit. I'd ask that you go back to
23 Exhibit 24, which is in the February 2022 trustee
24 report. Page 9 of 30, if you will.

25 So in the limited supporting materials

1 related to that report, I've included my expense
2 report for the month and backup receipts and
3 documentation for those expenses.

4 Note these documents reflect the practice
5 prior to the IBT auditors' arrival earlier this year
6 and similar reports would have been done by the
7 executive assistant and other board members. In real
8 time, receipts were turned in and included in the
9 reports. When receipts were missing, affidavits were
10 also done in real time.

11 I do not know or understand the basis for
12 Trustee Unterseher's allegation on Page 8 of the
13 charging report that says I discouraged and
14 disapproved expenditures for Local 2118 officers and
15 staff to attend training regarding financial
16 governance. Just note the approvals for training
17 before and after the IBT audit.

18 Despite the charges made even before the
19 audit and investigation, the executive board was
20 approving training and having routine audits
21 performed. With our prior audits, if we were
22 requested any motions or minutes, we provided the
23 supporting documentation as requested and the issue
24 would be resolved.

25 Additionally, missing receipts affidavits

1 were treated as acceptable during those audits.
2 Calibre is a well known firm that audits many IBT
3 locals and was recommended to us by the IBT. On a
4 yearly basis, they audited our practices, receipts,
5 Flight Pay Loss, and expenses. If they found issues,
6 they would report those and ask us to correct them,
7 which we always did.

8 Our local was formed at a particularly busy
9 juncture that happened to be occurring during the
10 COVID pandemic. The administration and the
11 International level was changing and our CBA was
12 reopening for negotiations. There was no purposeful
13 intent by me or other officers to not create and
14 implement policies in line with our local practices
15 because we were regularly being audited. We did not
16 view our practices as deficient.

17 It was my understanding, and I believe that
18 of the other board members, that the development of
19 written policy and procedures were to happen
20 organically and that a policies and procedures manual
21 was not required immediately upon the local's release
22 from trusteeship. My belief was based on
23 conversations with Scott Hegland and legal counsel.
24 Because 2118 was regularly being audited, we did not
25 view our practices as deficient.

1 Nonetheless, when the IBT auditors arrived
2 in January of this year, I and the other officers
3 were cooperative and receptive to the recommendations
4 and requests made. We were prepared to implement
5 policies as required.

6 I and others, however, were removed before
7 we were able to complete the process. As I
8 understand, the audit was never completed. We were
9 never given the opportunity to fully adjudicate or
10 correct any of the issues that were presented.

11 I did not appreciate the extent of the
12 issues that were raised in the IBT final audit report
13 dated April 25, 2024, which I received a copy of for
14 the first time just a couple of weeks ago. I also
15 have not had an opportunity to review all of the
16 transactions associated with the cumulative values in
17 the audit report or the charging document in this
18 matter.

19 As such, I could not anticipate and prepare
20 for exactly which transactions would be raised, if
21 any, by the charging party. Nonetheless, I would
22 like to offer the panel context as to the certain
23 categories of charges questioned by the auditors and
24 Trustee Unterseher.

25 When on travel with other union members, our

1 executive assistant would make arrangements for group
2 booking. When making such bookings, the local wanted
3 a space where union members could meet and confer
4 before and after official meetings. Often a suite or
5 larger room was booked so that the group had a
6 private meeting space available to us. To reserve a
7 separate conference room within a hotel for such
8 purpose would typically cost far more than the room
9 rate for a larger room. Therefore, the booking for
10 one larger hotel room that could accommodate small
11 group meetings saved the local funds.

12 As to the allegation that the local failed
13 to abide by directives from the International
14 regarding the monthly audits of the local's books and
15 records, I sought advice from the International
16 regarding whether witnessed wet signatures were
17 required for a trustee report. I had multiple
18 conversations with the International, including with
19 Airline Director Joe Ferreira, about this issue. If
20 I'm saying his name incorrectly, I apologize.

21 The chief issue was that flying each of the
22 trustees to Las Vegas each month to execute
23 signatures in person would be very costly based upon
24 what the International was suggesting. The three
25 trustees would have to take Flight Pay Loss and incur

1 travel expenses to be physically present in Las Vegas
2 to sign the report.

3 From a financial standpoint, it made no
4 sense and the International did not seem to
5 appreciate that our trustees were not all based in
6 Las Vegas. When I asked what policy required the
7 trustees to be on the premises when signing the
8 monthly reports, I was told that the written policy
9 was in process and not yet drafted and approved.

10 Through these conversations I offered a
11 couple of alternative options that would be less
12 costly to the local, including setting up satellite
13 bases where the trustees live. While this may sound
14 nonsensical, it would have been far cheaper than
15 flying three trustees to Las Vegas every month to
16 sign a document that could have been done via
17 DocuSign or some other protocol.

18 And to take that in context, it's because of
19 the hourly pay rate that a pilot makes. If you look
20 at the hourly pay rate, our guys are at -- when
21 they're at premium pay, it's over \$300 an hour. So
22 for pulling them for three days, it would be
23 extremely expensive to fly them down to sign a
24 document that they were literally printing from their
25 printer and then having to take down there, touch the

1 building, and sign it.

2 So it's just a different thing for airlines
3 and we were more than willing to try to accommodate
4 different items. And if the ruling came down that we
5 needed to fly all those guys, that's an expense we
6 needed to incur, we were happy to accommodate but we
7 were trying to work through those processes and
8 procedures. We were having a lot of dialogue with
9 that and me reaching out to the airline division. I
10 thought I was reaching out to the organization and
11 they were the final authority on that until I was
12 told otherwise.

13 Joe Ferreira sent the e-mail that is
14 included in Exhibit 10 in order to try to resolve
15 this issue. Take a look at that. And it says --
16 and, again, Joe Ferreira was new to the position.
17 David Bourne had previously been the airline director
18 for 15 years, and that was one of the reasons that we
19 wanted to keep him as a consultant, because of his
20 vast experience.

21 So Joe Ferreira was new to the position. He
22 writes, "Good morning, Kimberly. I would like to ask
23 a favor since you are well versed with running a
24 local and I am very green at it. Currently Andrew
25 and his local have developed software that puts all

1 the billings in place by expense and person doing the
2 expenses. It is all electronic. It can be printed
3 and electronically signed off by the trustees. He
4 was contacted by Scott Hilton, assistant to the
5 General Secretary-Treasurer, that an electronic
6 method is not allowed. So I spoke with Scott and he
7 gave me a couple of options. The difficulty for
8 Andrew was getting three trustees together at once to
9 sign the documents in one location because of their
10 flight schedule and pay loss and location.

11 "Scott recommended assigning pilots that are
12 in Phoenix. Scott also said they don't have to be in
13 the room at the same time to sign the documents. The
14 question then becomes, can he just print the
15 documents for the trustees to review, keep a file
16 somewhere, and does he have to open up a satellite
17 office in Phoenix? I figure you would have been down
18 this road. Please keep us -- please give us your
19 opinion."

20 So there was several issues with this.
21 First off, our trustees, they're voted on, so we
22 can't just simply pick three guys that live in
23 Phoenix to go to the office.

24 Second, the contract only allows us for
25 short-term union business to have two people off at

1 any given time. So I could only get two of them off
2 and if I had a representative doing a grievance
3 hearing or an arbitration or anything like that, that
4 would take those two guys off and the trustees then
5 could not travel.

6 So we had timelines issues. We had
7 limitations in our collective bargaining agreement
8 that only allowed us one long-term guy and two
9 short-term guys to be off at a time, period. So for
10 us to send the three trustees down was difficult. So
11 we tried to come up with different methods to do
12 that.

13 I had suggested having DocuSign, having a
14 notary go to their homes and have it signed. And
15 having a local -- maybe that sounds like it's
16 extremely expensive, but even renting an office in
17 each one of those cities was far less expensive than
18 doing a Flight Pay Loss for each of these individuals
19 for several days.

20 As stated, we took this issue to Joe
21 Ferreira, he tried to get some resolution on it. He
22 had several phone calls. I think he had a meeting
23 with Zuckerman's office, is what he told me, but --
24 and then he told us that the International was going
25 to discuss it and get back to us in a written

1 statement. The International never provided a
2 position in writing as I specifically requested,
3 directing that the trustees' signatures had to be
4 done in one particular place or way.

5 Ferreira directed us to continue the
6 practice of obtaining digital signatures from each
7 trustee until the IBT advised otherwise in writing,
8 and that is what we did. There is also an allegation
9 of lack of written policies and procedures and
10 meeting minutes and resolutions. I believe that
11 Local 2118 was following the practices and Local 1224
12 and I thought those practices were sound. I didn't
13 realize in real time that minutes were not being
14 created for some meetings.

15 So for context, at 1224 we never put a
16 motion in to travel to Las Vegas. I worked there for
17 years. We never had to put a motion in. That was
18 considered normal union business. Since our office
19 was in Las Vegas, I was living in Phoenix, I flew
20 down several times, three or four times a month, to
21 Las Vegas to do union work. And all of our
22 representatives, every time we had an arbitration --
23 which was almost every month -- or a grievance
24 hearing or represented a pilot, we had to travel
25 because we're based in 22 different bases.

1 Many of the charges flagged by the auditors
2 occurred during the organizational trusteeship before
3 I was principal officer. In fact, over \$24,000 of
4 the cited \$157,000 occurred while we were in
5 trusteeship and were marked by the auditors as
6 not-approved expenses. Those expenses were approved
7 by Trustee Hegland.

8 Once the Local 2118 executive board was in
9 place, we followed the same practices and did not
10 realize we did not need to create or implement any
11 policy or approve motions for each incurring expense.

12 Before my removal as principal officer,
13 written documentation of past approvals was created,
14 made as a motion, and voted on as reflected in the
15 meeting minutes for this year. That documentation
16 was created at the suggestion of the auditors and was
17 not intended to cover up the transaction. I
18 undertook extensive efforts to obtain copies of the
19 missing receipts identified by the auditors while
20 still in my position.

21 For instance, I contacted restaurants to
22 request a copy of the missing receipt for their
23 records. For some charges like parking, the parking
24 stub would be deposited in the machine to exit the
25 lot or garage, meaning no receipt could or would be

1 obtained beyond a credit card statement. Receipts I
2 could not obtain, I completed a missing affidavit.
3 That's why there's a second set of missing receipts
4 affidavits, because the first set might have had
5 eight items on that and we found four of them or
6 eight of them or six of them, whatever, so we marked
7 those off and then we included the remaining items
8 that were unable to be obtained as a summary motion
9 or additional affidavit.

10 As I said, I again spent significant time
11 and effort to provide records and documentation that
12 the auditors found lacking in the local's
13 recordkeeping.

14 According to my records, the vast majority
15 of the receipts were recovered. At the end of the
16 audit, according to my records, I had 21 receipts
17 that were missing. Eight of 21 were for less than
18 \$20. According to my records, the grand total for
19 all 21 missing receipts that I had was \$1,309.81
20 total.

21 Again, all missing receipts had an
22 affidavit. I also returned in March of this year the
23 electronics and other equipment of the local that I
24 had used in my home for union business.

25 Because of the geographic span of the Local

1 2118 and my involvement in various meetings and
2 arbitrations and grievances, it was reasonable that I
3 have a computer monitor and internet service --
4 sorry. It was responsible that I had a computer
5 monitor and internet service to support online video
6 conferencing. It is worth noting that the local also
7 provided monitors to the local's administrative
8 assistant for use from home as well.

9 I believe the \$157,000 number cited in the
10 charges is the cumulative total of all transactions
11 initially flagged by the IBT auditors and that was
12 actually confirmed yesterday. Before my removal, I
13 believe the vast majority of those expenses were
14 substantiated to the auditors' satisfaction, I
15 believed.

16 Notably, we had already taken steps as
17 needed during the Calibre audit. As such, it's a
18 gross overstatement to say there were \$157,000 in
19 unauthorized expenses charged to the local when
20 supporting documentation was provided for nearly all
21 of them.

22 In a few instances individuals did not
23 reimburse the local for personal incidental charges
24 mentioned in the charging document. Through the
25 audit process and my removal as principal officer, I

1 reimbursed to the local approximately \$350 for
2 alcohol purchases during a company Christmas party in
3 Las Vegas. I did so not because I thought the
4 expenses were inappropriate, but because I was
5 purchasing drinks for membership at this event and
6 did not write down their names on the back of the
7 receipts.

8 And I want to make it clear that the
9 multiple parties and clubs, nightclubs, that he is
10 talking about, if there was one corporate event that
11 was sponsored by Allegiant, the whole C suite was
12 there. The Hakkasan nightclub was closed, it's not
13 open on Tuesdays, so the venue was rented by
14 Allegiant. All of the pilots were there. I was
15 purchasing alcoholic drinks for the pilots to try to
16 get them as a measure of goodwill. We had a
17 hospitality suite that was there and all of the C
18 suite and the chief pilots were invited and they
19 attended the hospitality suite afterwards.

20 So I considered that work. The alcohol that
21 was purchased was primarily for them, I was not
22 drinking while I was negotiating with them, but we
23 spent several hours -- I spent several hours with
24 Scott Sheldon, the first opportunity I'd had to sit
25 down with the guy outside of the meeting room to try

1 to come to some resolution during negotiations. So
2 that was an opportunity that we took and we felt it
3 was well -- an expense that was well spent.

4 Unterseher also makes libelous claims that I
5 used my personal credit card for the vast majority of
6 the local's expenses. This is an outrageous
7 statement with no basis in fact. The credit card he
8 is referring to was a business credit card
9 established during trusteeship and linked to the
10 local's EIN number, not my personal credit card and
11 not my -- it's not linked to my personal credit.

12 Further, his statements that holding a
13 liability in my name for the local -- it was a
14 \$75,000 credit card -- would somehow increase my
15 credit or my credit score is ridiculous and speaks to
16 his lack of understanding of how credit works. All
17 benefits and points were earned and used by the local
18 for the local.

19 Finally, I started construction of my home.
20 He makes reference that I somehow increased my credit
21 score to build my home. I started construction on my
22 home prior to the establishment of Local 2118 and I
23 was an owner-builder. I built it myself so I had to
24 fund it myself. I also may provide it, but I have a
25 credit report that I have generated and obviously the

1 corporate credit card was not linked to my personal
2 credit card. That's not even possible if you know
3 how EIN numbers work or business credit cards work.

4 All right. Charge 3, move on to there,
5 please. Charge 3 alleges that I as president paid
6 law firms and consultants in order to embezzle union
7 funds by retroactively legitimizing my illegal salary
8 and benefit scheme and the unauthorized payment noted
9 in Charge 2 above. I deny this charge fully.

10 Charge 3 is a gross mischaracterization of
11 good faith efforts taken by myself and the executive
12 board to respond to the issues raised by the IBT
13 auditors and document past approvals of the executive
14 board. Again, based upon the comments and guidance
15 of the IBT auditors.

16 For context, we were managing and governing
17 to the best of our ability. We are pilots, trade
18 unionists trying to do our job. We were elected
19 officials. Deficiencies were discovered and noted to
20 us. We did the best we could, so we hired
21 professionals to help us through this process,
22 because there's no guidance again. There's not a
23 manual that is given to you that says this is how you
24 need to do your policies and procedures. So we did
25 the best we could.

1 We hired an attorney and said, hey, help us
2 out with the policy and procedure manual, guide us
3 with this process and that's what they did.

4 Based upon the issues raised by the IBT
5 auditors as to the documentation of written policies
6 that was lacking in the local's record, it was my
7 judgment that it was advisable to obtain legal
8 counsel with experience in governance to assist the
9 local so the issues could be raised most efficiently.

10 The executive board approved the retention
11 of Fowler Law Group and Willig, Williams & Davidson
12 in January and February of this year. That equal
13 approval is reflected in the executive board meeting
14 for February 28, 2024. The rates paid to law firms
15 were reasonable in my assessment.

16 For instance, WWD quoted hourly rates of
17 \$325, and for the ERISA matters, which is the benefit
18 portion, in fact, those hourly rates were \$400. And
19 those rates were not much different than what Local
20 1224 paid Ed Gleason as outside counsel five years
21 ago in 2019. However, Gleason was on retainer, so he
22 was paid \$250 per hour for 40 hours every month
23 regardless of whether he actually worked 40 hours or
24 not.

25 Gleason's 2019 fee arrangement in working

1 for Local 1224, which is likely outdated, is
2 reflected in Exhibit 2. And I'm not going to -- I'm
3 just putting that in as evidence to show what his pay
4 rate was.

5 Under my leadership, Local 2118 paid legal
6 fees only for hours worked. It is rather perverse
7 that Mr. Unterseher filed Charge 3 when he engaged in
8 essentially the same conduct in hiring Attorney
9 Gleason once financial and governance issues were
10 raised. He went and sought legal counsel to advise
11 him through the situation. The executive board of
12 Local 2118 did the same thing, but is now being
13 charged for that conduct.

14 Other than the bald conclusion in the
15 charging document, there's no basis for the animus
16 toward me to contend that I acted with any intent to
17 deceive or cover up the actions or past inactions of
18 the Local 2118 executive board.

19 Attorneys also have ethical obligations and
20 cannot knowingly assist in misconduct or crime. The
21 mere retention of law firms and consultants at a
22 reasonable rate does not support the conclusion that
23 a coverup was done. There was no coverup. I acted
24 in good faith to get the local the experience and
25 resources it needed to timely address the issues

1 raised by the IBT auditors.

2 I'm going to take a moment here to kind of
3 talk about the letter that I saw for the first time.
4 Ryan Joseph submitted a letter stating that there was
5 some kind of kickback program that David Bourne was
6 associated with and some of the consultants were
7 associated with.

8 I want it noted there was an investigation
9 on that. At the time of the investigation, they
10 didn't say anything about kickbacks, I don't believe.
11 I think they were talking about some kind of -- what
12 was the pay structure, why did we hire these
13 gentlemen. Sean Hughes --

14 MR. HARDENBROOK: Andrew, if I may interrupt
15 you, which exhibit are you referring to?

16 MR. ROBLES: Very good. Charging party --

17 So he states in here -- and I'm paraphrasing
18 here -- but: I received information from Scott
19 Hegland that Mr. Bourne is receiving a 10 percent
20 commission from contractors utilized to and utilized
21 by the Local 2118. This arrangement recently
22 included John Owens, an APA negotiator. He states in
23 here that he was paid \$39,000 and Mr. Bourne received
24 a \$3,900 kickback.

25 That is absolutely in no way factual. I've

1 never heard of any type of kickback. John Owens was
2 paid \$39,000 and I think a lot of these numbers are
3 thrown out there for shock value. For people that
4 are not pilots, \$39,000 is a ridiculous amount, but
5 John Owens just negotiated one of the largest
6 contracts ever at American Airlines. He is a
7 captain, senior captain, at American Airlines and
8 earned more than \$39,000 per month while he was
9 there.

10 So when I was seeking -- we were at a
11 standstill on negotiations. After and during the
12 election, it was clear to me by the pilots that the
13 vast majority of the pilots that were not supporting
14 us, were not supporting us because they felt we were
15 moving too slow on the negotiations. At the time I
16 was the chief negotiator. I recognize that we were
17 doing the best we could, but I think some of the
18 animus between myself and management was getting in
19 the way.

20 So with that, I took a step back and said,
21 you know what, I need to remove myself. I'm going to
22 start the entire committee over, I'm going to remove
23 the people in there and build a new team and put
24 those people in there after the election. That's
25 what occurred.

1 I moved myself and the entire ExCo. I
2 reached out to Southwest Airlines and talked to their
3 chief negotiator, talked about hiring him to possibly
4 do our negotiations. During the course of those
5 interviews, though, I found that he didn't have any
6 experience with PBX, which is a scheduling system and
7 a major point of contention for us. So he was out.

8 I reached out to Ed Sicher, who was the then
9 president of American Airlines and he recommended
10 John Owens. So I reached out to David Bourne. I
11 said, do you know John Owens? Yeah, he is a great
12 guy, blah, blah, blah. Did an interview with him,
13 had the entire board interview this man. Ryan Joseph
14 was invited to that process to interview John Owens
15 and he chose to not attend.

16 So we did do an interview, we did due
17 process. We also had several other interviews with
18 him, had our attorney talk to John Owens, who was
19 also participating in that.

20 My intention was to leave Scott Hegland in
21 the room as a person that had previous knowledge of
22 all of the previous passes and TAs, and we were going
23 to bring John Owens in the room and a brand new
24 Allegiant team to try and reset and restart and get
25 the negotiations done.

1 We were told by John Owens that he was less
2 than a month away from getting the contract
3 completed. He did an enormous amount of work to try
4 and get it done and I think we were very close in
5 getting a contract completed prior to us getting
6 removed.

7 The NMB -- when he was terminated by
8 Unterseher, John Owens and that entire team was
9 terminated because he felt that they had connection
10 to me even after I was removed and put in
11 trusteeship. I was removed from office. He then
12 fired the entire negotiation team and that put us at
13 a huge standstill and has cost us millions of
14 dollars.

15 So with all of that said, I do not believe
16 in any way, shape, or form David Bourne, Scott
17 Hegland -- I think Jack Albertine, John Owens, or any
18 of those people were doing any type of kickback
19 thing. They were hired by me for their experience.
20 They had vast experience in their particular
21 positions and they were paid very fair rates.

22 All right. Charge 5. Charge 5 alleges that
23 I, along with the other members of the executive
24 board, devised a plan to get Secretary-Treasurer Ryan
25 Joseph fired from his job with Allegiant because

1 Joseph wrote a complaint to the International about
2 the election and his belief that I destroyed an
3 election document. I deny this charge fully.

4 Ryan Joseph's complaint to the International
5 was a surprise. He chose to run on my election slate
6 last year, posting messages advocating for the
7 reelection of all seven members. Multiple times he
8 made statements along the lines of the following,
9 "Under their collective leadership, the board has
10 demonstrated unparalleled experience and commitment,
11 driving significant advancements and advocating
12 effectively for the pilot group."

13 Joseph's whistleblower complaints were
14 specifically with regards to post-election matters.
15 The IBT conducted a hearing and his allegations we
16 found to be false. No complaint was ever made to the
17 audit by Ryan Joseph to the IBT, the joint council,
18 or any EBoard member.

19 I undertook no actions to retaliate against
20 Ryan Joseph for making a report to the International.
21 I certainly would have preferred Joseph to have
22 raised any concerns with the board directly before
23 escalating them, but in early 2024, we were
24 endeavoring to comply with the IBT's investigation
25 and audit of Local 2118.

1 The sole basis alleged for this charge are
2 purported conversations with or by Rockwood with one
3 or more Local 2118 members. There's no allegation of
4 any participation on my part in such conversations.
5 And as you heard yesterday, I believe that
6 conversation did not occur. I think that was
7 confirmed by the witness.

8 As alleged, Charge 5 is hearsay and
9 describes actions that were not taken. No charges
10 were filed against Joseph. I'm not aware of any
11 actions taken to seek his discharge from employment
12 at Allegiant Air, as an Allegiant Air pilot.

13 Further, I'm not aware of Rockwood making
14 any of the statements as alleged in Charge 5.

15 I would also like it noted that the
16 collective bargaining agreement does not allow the
17 union to ask for the termination of a pilot unless
18 they're deficient on dues. That's the only time that
19 we can request for a pilot to be terminated. So no
20 one here is that derelict to not understand that the
21 contract doesn't allow it in the first place. And we
22 could have brought Ryan Joseph up on charges if we so
23 chose. He said false charges against myself and the
24 EBoard. They were false. And we were trying to move
25 forward with that. We didn't take any action against

1 him whatsoever.

2 So in conclusion and in closing, I would
3 like to note that I and the executive board also
4 consulted our legal team in real time as well as
5 extensively when working through the audit process
6 earlier this year. We followed the legal advice that
7 we received. We were not careless. We took the
8 running of this local very seriously. We -- and I
9 particularly -- were constantly mindful of not being
10 wasteful of union funds and certainly did not act in
11 any way that I thought was deceitful or not in
12 support of Local 2118.

13 In addition to my statements and exhibits
14 here today, the statement of my fellow EBoards are
15 also charged -- sorry, the statements of my fellow
16 EBoard members also charged are relevant to me as
17 well. I ask that you take their testimony into
18 account as it relates to the charges against me.

19 I also request that I be provided a copy of
20 the transcript, including all exhibits of this
21 hearing and be allowed to make a written statement or
22 submission to the panel within three weeks of receipt
23 of this transcript, given that I was not provided
24 advance notice of the charging party's exhibits in
25 order to prepare to respond to them all directly

1 today. A written submission may include additional
2 exhibits to address the points that I could not
3 anticipate in preparing for today.

4 I think that's all I need to say right now.
5 I would like to reserve anything else for our closing
6 statement. That's it.

7 MR. HARDENBROOK: Okay. So Mr. Cawley, I
8 assume you have some information to provide or a
9 statement to make?

10 MR. CAWLEY: Yes.

11 MR. HARDENBROOK: Okay. I think what we
12 will do is just go in order and I know we've been
13 going for a minute, but let's go through yours and
14 then everybody will have an opportunity. We will
15 assess as we go, but go ahead.

16 MR. CAWLEY: Do you mind if we take a short
17 bathroom break?

18 MR. HARDENBROOK: That's perfectly fine.
19 We'll go off the record. Be back in here by 10:30,
20 please.

21 MR. CAWLEY: Thank you.

22 (Whereupon, a recess was taken.)

23 MR. HARDENBROOK: We're going to go back on
24 the record. It's 10:31 a.m., and Mr. Cawley, you are
25 up.

1 MR. CAWLEY: Hi there. Hello panel members
2 and everyone here today. My name is Michael Cawley
3 and I am a twice-elected and now former trustee of
4 Local 2118. I've loyally served this local in
5 several positions over the past eight years.

6 My union service began as a safety committee
7 member in 2016, and I have since volunteered my time
8 to the service of our collective benefit also as a
9 safety committee chair, a steward, and a trustee of
10 Local 2118.

11 Throughout all this time, myself and my
12 colleagues charged here today have worked tirelessly
13 and committed thousands of hours of our personal
14 time, most of it unpaid, to the betterment of
15 everyone's careers here at Allegiant.

16 I have never gained any personal benefit,
17 monetary or otherwise, for my time as a union
18 volunteer. Allegiant is where I want to spend the
19 remainder of my career and I simply felt a
20 responsibility to contribute to improving the quality
21 of life for all Allegiant pilots.

22 In March of 2024, I was removed from my
23 union position by Greg Unterseher, with authority
24 granted by General President Sean O'Brien, under the
25 false pretenses of protecting the membership from a

1 corrupt executive board.

2 The charges presented at this hearing have
3 followed five months later and they are simply
4 baseless and inflammatory accusations meant to damage
5 my character.

6 I stand here today to defend myself against
7 these libelous and slanderous charges and I will
8 address each charge individually.

9 I would like to note also that all
10 testimony, exhibits, and evidence entered by Captain
11 Andrew Robles is applicable in my case as well. I
12 ask the panel to please consider all exhibits and
13 testimony as evidence to additionally support my
14 defense.

15 Starting with Charge 4. Charge 4 alleges
16 that I aided and abetted President Robles' violations
17 as set forth in Charges 1, 2, and 3, and as such
18 violated my oath of office and fiduciary
19 responsibility to Local 2118 and its membership as
20 well as the International Union. I deny Charge 4
21 fully.

22 Regarding Charge 1, it has always been my
23 full belief, and as shown clearly in Captain Robles'
24 testimony and evidence presented at this hearing,
25 that the compensation paid to Captain Robles was in

1 full compliance with the language of the collective
2 bargaining agreement, the bylaws, and the
3 International constitution. There was never any
4 attempt to circumvent any portion of the bylaws and I
5 find both Mr. Unterseher and Mr. Ryan Joseph's
6 testimony from the trusteeship hearing, their
7 testimony here today, and the language published in
8 these charges to be completely false.

9 I was fully aware of the process being used
10 to administrate Captain Robles' Flight Pay Loss and
11 the entire executive board was aware of that process
12 since the inception of Local 2118 and its initial
13 release from administrative trusteeship. Indeed, the
14 amount and the process used for Captain Robles'
15 compensation was even discussed openly with the
16 entire membership base at several general membership
17 meetings as well as vetted by the IBT legal
18 department several years prior.

19 It's important to also note that the
20 majority of the executive board reviewed the Flight
21 Pay Loss expenses monthly with the three trustees and
22 secretary-treasurer. Even Ryan Joseph, in his
23 capacity as both trustee and later as
24 secretary-treasurer, signed and submitted the
25 trustees' report to General Secretary-Treasurer Fred

1 Zuckerman's office every month.

2 Not a single member of the executive board
3 nor a single member of General Secretary-Treasurer
4 Zuckerman's office ever raised a concern with the
5 Flight Pay Loss expenses or process. If even one of
6 these accusations were true, then none of it would
7 have been possible without the complicit and direct
8 assistance of Mr. Ryan Joseph, yet Mr. Unterseher has
9 somehow already absolved Ryan Joseph of
10 responsibility for the things we stand here charged
11 with.

12 Mr. Joseph had a fiduciary responsibility as
13 a trustee from January 2022 through April 2023, and
14 was entirely responsible for the finances of Local
15 2118 after being promoted to secretary-treasurer by
16 the majority vote of the executive board in
17 April 2023.

18 He never raised a single concern to any
19 member of the executive board regarding Captain
20 Robles' Flight Pay Loss. In fact, no concern
21 regarding Flight Pay Loss was ever heard from or
22 raised by him until he began reciting Mr. Greg
23 Unterseher's old argument from years past on the
24 first day of the audit in January 2024. Yet even so,
25 he continued to sign, seal, and send the trustee

1 reports to the IBT monthly from January through
2 March 2024.

3 Captain Robles' compensation has long been
4 the target of Mr. Greg Unterseher and Attorney Ed
5 Gleason in concerted attempts to discredit and unseat
6 him as far back as 2018. In fact, they have targeted
7 several past individuals with the same argument to no
8 avail.

9 If we needed any more evidence to show how
10 personal this is for them both, Attorney Gleason has
11 been in the hotel lobby for the entirety of this
12 hearing, assisting Mr. Unterseher every time he
13 leaves the room in addition to two other attorneys
14 here, Attorney Vazquez and Attorney Rice, which I can
15 only assume is being paid by Local 2118.

16 The Allegiant pilots are paying for
17 Mr. Unterseher's and Attorney Gleason's political
18 agenda and long-held grudge dating back over six
19 years. They have recycled this current unqualified
20 argument for years and it has been discredited
21 several times, even by the International Brotherhood
22 of Teamsters legal department as Captain Robles has
23 demonstrated with the evidence presented at this
24 hearing.

25 You've heard the contract references from

1 Captain Andrew Robles, but the simple points are
2 this: Being employed as a pilot at Allegiant Air
3 qualifies each person to be a member of the union,
4 regardless of whether you meet specific FAA landing
5 recency requirements. Union membership is based on
6 your employment status and job classification rather
7 than on specific operational qualifications like
8 landing recency.

9 FAA recency requirements regarding the
10 number of landings in the previous 90 days do not
11 qualify nor disqualify a pilot as an employee nor as
12 a member of the local union and therefore could not
13 disqualify any pilot under the terms of the bylaws
14 and the collective bargaining agreement.

15 An example that should make it clear for
16 everyone is this: If any pilot were on reserve leave
17 or vacation and didn't manage to complete three
18 landings in the past 90 days, following the logic of
19 Mr. Unterseher's argument they should be disqualified
20 as a member of the union in good standing and no
21 longer eligible for Flight Pay Loss regardless of
22 their employment. I believe this argument is
23 completely false.

24 Next, the charge itself is inconsistent,
25 which further proves our position that Mr. Unterseher

1 is simply trying to reinterpret the language of the
2 CBA, bylaws, and the International Constitution years
3 later to fulfill his personal agenda. It alleges
4 that Captain Robles embezzled \$175,000, but demands
5 repayment of over \$982,000, which doesn't align with
6 the accusation even remotely.

7 The charge is inappropriate to begin and the
8 relief requested is even more inappropriate. I
9 believe the phrase for this is the quote: Throw mud
10 at the wall and see what sticks.

11 I would also like to point out for the
12 record that President O'Brien has taken original
13 jurisdiction in this matter. The International
14 Constitution expects that any monetary fines imposed
15 would not be paid directly to the treasurer -- sorry,
16 would be paid directly to the treasurer of the
17 International Union, not repaid to the Allegiant
18 pilot group as Mr. Unterseher has claimed in his
19 character assassination campaign against us.

20 I would like to turn to an exhibit in the
21 record, Page 149 from the International Constitution.

22 MR. HARDENBROOK: Everybody has a copy?

23 MR. CAWLEY: I believe this is Charged
24 Parties Exhibit 26 now, if I'm correct.

25 MR. HARDENBROOK: Thank you. But don't make

1 my file a grievance against you. It is Charged Party
2 Exhibit 26.

3 MR. CAWLEY: Are you ready?

4 MR. HARDENBROOK: Come here for a second,
5 please.

6 MR. CAWLEY: Yes.

7 MR. HARDENBROOK: Give me a second. I want
8 to make sure we are accepting something into the
9 record that is accurate.

10 Okay. I just want the record to reflect, I
11 believe this is the media copy in the International
12 Brotherhood of Teamsters Constitution, what is
13 presented here is actually on Page 152. It's
14 Article 19, Section 10, right?

15 MR. CAWLEY: Yes, sir.

16 MR. HARDENBROOK: Do you disagree with any
17 of that?

18 MR. CAWLEY: I don't.

19 (Charged Parties Exhibit 26 was
20 marked for identification.)

21 MR. HARDENBROOK: Okay. Go ahead.

22 MR. CAWLEY: Okay. So I'm just going to
23 read this into the record. Paragraph B is where
24 we're looking.

25 "If the fine is assessed when the general

1 executive board has assumed original jurisdiction, it
2 shall be paid to the treasury of the International
3 Union. In any other situation in which a general
4 executive board assesses a fine, it shall be paid to
5 the treasury of the subordinate body which has
6 jurisdiction to consider this charge."

7 So in this case, any monetary fines would be
8 paid directly to the International treasury.

9 My question is if any was stolen, which is
10 patently false, I ask this: Why would Mr. Unterseher
11 not want to repay the Allegiant pilots' union? I
12 find the accusations of embezzlement, racketeering
13 acts, and fraud to be completely unfounded and far
14 outside the scope and authority of Mr. Unterseher to
15 publicly affirm as facts without sufficient evidence
16 to support them.

17 No reasonable person could view the facts
18 and evidence presented here and conclude that any of
19 it amounts to fraudulent or criminal behavior.

20 Regarding Charge 2, Captain Robles'
21 testimony and evidence presented here has shown that
22 this charge is patently false. Captain Robles was
23 not personally enriched and every member of the
24 executive board always put pilots' interests first in
25 every action and decision that we make through our

1 entire tenure and service to the membership.

2 I was never silenced by Captain Robles. In
3 fact, myself and other members of the executive board
4 disagreed with him regularly and it's my personal
5 belief this made us a stronger team. We were able to
6 disagree, have in-depth and sometimes heated
7 conversations, and always come to what we believed
8 was the best outcome, result, or decision for the
9 membership. We always put the pilot group first in
10 every conversation and decision that was made.

11 I have always been a passionate advocate for
12 what I believed was right and I've never felt afraid
13 to speak up or express my opinion when necessary. I
14 find Mr. Ryan Joseph's testimony from the trusteeship
15 hearing and again here at this hearing that, quote,
16 "there was an amount of instilled fear that was
17 prevalent against the executive board," to be a gross
18 falsification. The statement simply intended to
19 damage my character with no factual base.

20 We always believed that our procedures as
21 well as basic governance of Local 2118 complied with
22 our bylaws and the International Constitution fully.
23 During the audit of Local 2118, we were made aware of
24 perceived deficiencies by the auditors and we fully
25 cooperated with the process and complied with all

1 requests to adjust the way we conducted business as
2 Mr. Joe Polo testified to. Our cooperation with the
3 audit and the requests made by the audit team were
4 always genuine and we believed they were helping us
5 improve our local.

6 Based on Captain Robles' testimony and
7 evidence presented here today, the panel can clearly
8 see that every single concern presented by the audit
9 team was addressed, responded to, and in nearly every
10 case, confirmed as wholly appropriate.

11 If they were missing receipts, a missing
12 receipt affidavit was attached. The affidavits put
13 in the record during the audit were duplicate
14 affidavits on top of the ones previously provided
15 after the audit team asked us to reapprove them as
16 new receipts came back in.

17 There was no missing money. There was no
18 personal enrichment, and all equipment purchased by
19 the local was the sole property of the local. Our
20 natural geographic separation from the local union
21 office required that we conduct business at home on a
22 regular basis, which even the IBT audit team assured
23 us was permitted and appropriate under the
24 circumstances.

25 Captain Robles never owned a personal credit

1 card that was used to conduct business at the local
2 that I was aware of. I was only aware of the
3 business credit cards owned by the local and tied to
4 Local 2118's business credit and EIN, which I
5 reviewed the expenses on monthly as a trustee.

6 In several cases, the points on that account
7 were used to purchase equipment owned by the local
8 union and which is still in the possession of the
9 local union.

10 My understanding is that Mr. Unterseher
11 hastily closed that account rather than simply
12 allowing Captain Robles to transfer ownership, which
13 prevented him from retrieving the credit card points,
14 but those points were never used by Captain Andrew
15 Robles for any personal gain.

16 I have no knowledge of how a business credit
17 card tied to the Local 2118 EIN and business credit
18 could possibly be related to Captain Robles', quote,
19 "large expensive home in Arizona," as stated by
20 Mr. Unterseher in these charges. I find that
21 statement to be a complete falsification meant only
22 to damage Captain Robles' character and there is no
23 evidence I've ever seen that would support such a
24 claim.

25 Regarding Charge 3, my recollection is that

1 during the audit, the executive board retained two
2 new law firms for several reasons, none of which were
3 to conceal any wrongdoing. We had been searching
4 some time for additional legal counsel we could use
5 for piecemeal issues and the audit presented a good
6 opportunity to test these firms to see if we'd like
7 to continue for certain projects in the future.

8 The IBT audit team posed several
9 recommendations to us that they asked us to address.
10 We believed it was always a best practice to run any
11 administrative changes concerns by our attorneys to
12 ensure everything was being done properly and in
13 compliance with all federal and IBT regulations.

14 No legitimate law firm I've ever spoken with
15 would be willing to help conceal things like
16 embezzlement or fraud. In reality, these law firms
17 were used to ensure that everything we did was in
18 compliance with the Local 2118 bylaws and the
19 International Constitution, not to help us conceal
20 anything.

21 Every retroactive motion put in place was
22 done so at the direct request of the audit team and
23 with the guidance of our legal representation. There
24 was no attempt to conceal or, quote, "retroactively
25 legitimize" as stated in these charges, but rather a

1 cooperative attempt to comply with requests made by
2 the audit team as Mr. Joe Polo confirmed in his
3 testimony here.

4 Charge 5 alleges that I personally
5 threatened to retaliate against fellow Local 2118
6 executive board member Ryan Joseph because he
7 complained to the International Union about Brother
8 Robles' conduct in violation of the International
9 Union Constitution and Local 2118 bylaws. I deny
10 Charge 5 fully.

11 Ryan Joseph's whistleblower complaints as
12 referred to in these charges by Mr. Unterseher was
13 related specifically to an alleged election
14 misconduct by Captain Robles.

15 His complaint was investigated fully by the
16 IBT investigative office as well as Joint Council 42,
17 and was discovered to be completely false. It's also
18 important to note that false allegations against any
19 member of the union are a violation of both the
20 members' oath and the officers' oath found in the
21 2118 bylaws and the International Constitution.

22 Any member of the union, including anyone on
23 the executive board, would have been within their
24 rights to bring Ryan Joseph up on charges for making
25 false claims of criminal misconduct. If any member

1 chose to do so, such an action could never be
2 considered retaliation. Whistleblowers are not
3 protected when making false claims.

4 No action was ever taken and no charges were
5 ever brought against Ryan Joseph. I never took any
6 personal action against Ryan Joseph.

7 Additionally, there is no path or ability
8 for anyone on the executive board to interfere with
9 Ryan Joseph's employment at Allegiant Air. This
10 accusation has no merit simply because it never
11 happened and would not even be possible.

12 I have no knowledge of Mr. Rockwood's
13 conversations with any other members of Local 2118
14 and would not be able to speak about what was stated
15 in a private conversation that I had no part in.

16 In conclusion, I would like to thank the
17 panel for its time and consideration of all the
18 evidence and testimony at this hearing.

19 Our executive board acted at all times in
20 good faith and in the best interests of Local 2118
21 and its membership.

22 For all the reasons I have outlined here
23 today, I ask that the panel dismiss all charges in
24 their entirety.

25 Thank you. That's all I have.

1 MR. HARDENBROOK: Thank you, Mr. Cawley.

2 MR. ROBLES: Am I allowed to make a
3 statement? Is that okay?

4 MR. HARDENBROOK: In regards to what?

5 MR. ROBLES: Something he just said.

6 MR. HARDENBROOK: That's fine. Go ahead.

7 MR. ROBLES: Okay. I just want to clarify.
8 He probably is not aware of this, but there was --
9 once the account was closed for the credit card, I
10 was directed to close the credit card, it still had
11 remaining points on it, so I didn't know what to do
12 with that.

13 I reached out to my attorney and so he had
14 correspondence with Greg Unterseher and the remaining
15 points were applied towards the balance of the credit
16 card.

17 So I was an authorized user. I was told to
18 close the account and he didn't have access to the
19 credit card points or the account because the proper
20 way to do that would have been for him to become an
21 authorized user. I was the secretary. I would have
22 had to make him the secretary. Signatures would have
23 to have been done and I would have been removed from
24 the account and he would have had full access to the
25 points and the credit card.

1 But because he closed the account forthwith
2 and the points were still associated with the card, I
3 couldn't transfer or then, you know, transfer the
4 account to him. I had to -- it was closed and I had
5 to apply the points towards the balance that was
6 remaining.

7 MR. HARDENBROOK: Okay. Mr. Fogelsanger, do
8 you have a statement or evidence you want to produce?

9 MR. FOGELSANGER: I do. A statement and I
10 will reference at least a piece of evidence that's in
11 here.

12 I would like to reiterate what Mr. Cawley
13 said that all the exhibits presented be considered in
14 my case also.

15 I, Ryan Fogelsanger, submit this statement
16 to defend against the allegations presented in the
17 charges.

18 As a member of the executive board for Local
19 2118, I was directly involved in decisions regarding
20 Andrew Robles' compensation, the management of the
21 union, and the overall governance of the local.

22 The accusations against Robles and the
23 executive board are unfounded and politically
24 motivated.

25 I would like to start off by shedding some

1 light on the background of this board and the
2 charging party, Mr. Unterseher.

3 I've been serving the Allegiant pilots as a
4 member of the executive council and/or vice president
5 since first elected in 2016. The executive board at
6 the time consisted of myself, Andrew Robles, and
7 Chairman Steve Allen at Local 1224. We disagreed
8 with Mr. Unterseher, who was the business agent at
9 the time; Dan Wells, president of 1224; and Cameron
10 Graff, vice president of 1224's approach, which was
11 to try to highlight the poor safety culture of
12 Allegiant in the media. The leadership of 1224
13 actively worked behind the backs of the elected
14 members of the board by the Allegiant pilots to
15 pursue this goal.

16 This culminated in Mr. Unterseher, Wells,
17 and Graff spending \$60,000 of Allegiant pilots' money
18 to run a hit piece on 60 Minutes about the company's
19 safety culture without approval or knowledge of
20 myself or Mr. Robles as the elected members by the
21 Allegiant pilots group.

22 This action started many years of
23 disagreement and tension, mentioned by my other
24 members and will be testified to by other members.
25 And many of the actions taken by leadership at 1224

1 we felt were not in the best interests of the
2 Allegiant pilots, which ultimately led to the
3 creation of Local 2118.

4 I would like you now to reference
5 Exhibit 21, the statement/affidavit from Captain
6 Steve Allen.

7 MR. HARDENBROOK: Which book?

8 MR. FOGELSANGER: Our book.

9 MR. HARDENBROOK: Exhibit 21?

10 MR. FOGELSANGER: Yes.

11 MR. HARDENBROOK: Go ahead, sir.

12 MR. FOGELSANGER: I would like to read No. 9
13 first. "Mr. Unterseher has threatened to bring me up
14 on charges on at least three separate occasions, both
15 while I was an ExCo chairman and after I had left
16 office. I personally received a phone call in 2017,
17 from Mr. Unterseher saying that he had -- was against
18 Mr. Allen taking Flight Pay Loss and that he was
19 going to bring him up on charges," so I personally
20 can corroborate that this happened.

21 Also, I would like to reference back to No.
22 8. "During my time as ExCo chairman I had several
23 instances where I stood opposed to payments and/or
24 vendors that 1224 used. I was chastised and even
25 threatened with physical violence at one point by

1 Mr. Gleason."

2 I would like to corroborate this, that
3 during our PBS-2 arbitration -- and pardon my
4 language that will be coming up -- Mr. Gleason told
5 Arbitrator Block to "suck my ass."

6 We then proceeded to have a caucus of just
7 the union parties for which I brought up to
8 Mr. Gleason why he said that statement and he
9 proceeded to, instead of apologizing for the
10 statement, threaten me also with violence. So this
11 is a pattern of behavior by the charging parties.

12 The charge that Andrew Robles fraudulently
13 claimed \$175,000 through unauthorized Flight Pay Loss
14 is entirely baseless. Global Flight Pay Loss was
15 approved by the board of trustees and fully compliant
16 with the collective bargaining agreement between
17 Allegiant Air and Local 2118.

18 In accordance with the CBA, pilots on union
19 business are entitled to compensation for dropped
20 trips for planned union business days at a rate of
21 four pay credit hours per day. The CBA explicitly
22 allows the compensation when pilots such as Robles is
23 performing union duties instead of flying.

24 The language regarding Flight Pay Loss was
25 vetted by legal counsel who confirmed that our

1 interpretation of the CBA regarding Flight Pay Loss
2 was correct. As the president of Local 2118 and the
3 only officer designated for full-time union business,
4 Robles was entitled to claim 120 PCH per month.

5 The decisions to set Robles' Flight Pay Loss
6 at 120 PCH per month was made collectively by the
7 acting executive board who, at the time, under
8 trusteeship, we continued -- it was Trustee Hegland
9 kept myself and Erick Valenzuela as a de facto ExCo
10 in order to run the day-to-day operations of the
11 local.

12 This decision was made collectively by that
13 board and recommended and reviewed by Trustee Hegland
14 after researching the compensation of our pilots
15 along with industry standard compensation of our peer
16 airline union presidents during the trusteeship.

17 MR. HARDENBROOK: Mr. Fogelsanger, I'm sorry
18 to interrupt you again. You did pause and slow down
19 for a second, and then you got that downhill and
20 you're in sixth gear, man.

21 MR. FOGELSANGER: I'll go back down to
22 second gear.

23 MR. HARDENBROOK: Just slow down, please.

24 MR. FOGELSANGER: Robles' compensation was
25 therefore legitimate and necessary based on the heavy

1 workload that came with his position as president.

2 Further, this decision was approved by the
3 board and the details of Flight Pay Loss were fully
4 documented in monthly trustee reports, which were
5 reviewed and signed by members of the board,
6 including Secretary-Treasurer Ryan Joseph.

7 At no point during these reviews did any
8 board member raise concerns about Robles'
9 compensation and it was transparent and in full
10 compliance with our financial oversight process. The
11 fact that the board, including Joseph, approved these
12 reports confirms the Flight Pay Loss claims were
13 appropriate and properly documented.

14 Additionally, I must point out that the
15 pattern of behavior by Greg Unterseher, the charging
16 party, who has a history of accusing previous union
17 leaders of improperly claiming Flight Pay Loss,
18 similar accusations were made against former
19 chairpersons, demonstrating that Unterseher has a
20 longstanding opposition to the contractual provisions
21 for Flight Pay Loss.

22 This pattern suggests that the current
23 charges are not based on legitimate concerns that are
24 part of an ongoing attempt to discredit union
25 leadership.

1 The charges also allege financial
2 mismanagement related to the audit process and the
3 claim that the board attempted to retroactively
4 legitimatize inappropriate expenses. This is
5 entirely false.

6 In early 2024, the IBT conducted a thorough
7 audit of Local 2118's finances and the executive
8 board, including myself, fully cooperated with the
9 auditors. We provided all necessary documentation,
10 answered their inquiries, and implemented procedural
11 changes based on their recommendations.

12 At no point did we attempt to conceal or
13 retroactively justify any expenses. The adjustments
14 made were simply procedural updates to improve our
15 financial management as suggested by the auditors.
16 The assertion that the board paid law firms to
17 justify wrongdoing is false and I fully deny this
18 charge.

19 All expenses including Flight Pay Loss were
20 considered appropriate by the board and were always
21 documented. Any changes requested by the auditors
22 were made in good faith to align our practices with
23 the IBT's recommendations, not to correct any
24 wrongdoing.

25 Furthermore, as per Local 2118's bylaws,

1 regular financial audits are required to ensure
2 transparency and accountability within the union.
3 Throughout this process, the board worked diligently
4 to meet these standards. The board made every effort
5 to comply with the auditors' requests and ensure
6 transparency.

7 Claims that the executive board or myself,
8 in particular, retaliated against Ryan Joseph by
9 threatening his employment is false. At no time did
10 I ever have any discussions about bringing
11 retribution against Ryan Joseph. Other board members
12 never took any actions to interfere with Joseph's
13 employment at Allegiant Air. The accusations of
14 retaliation are based on hearsay and lack any factual
15 basis.

16 As a secretary-treasurer of Local 2118, Ryan
17 Joseph was responsible for the finances of the local.
18 At no time did he ever bring up any concerns to
19 myself or, to my knowledge, any other board member.
20 From my understanding, the whistleblower complaints
21 made by Mr. Joseph were with regards to an unfounded
22 allegation during the post-election protest period.

23 Mr. Joseph, although responsible as a
24 secretary-treasurer for financial oversight of the
25 local, has not been charged and I believe is still

1 serving in some capacity at the local during
2 trusteeship to this day.

3 It's important to understand that the
4 trusteeship imposed on Local 2118 along with the
5 subsequent charges are politically motivated. This
6 trusteeship and the associated charges were part of a
7 larger plan to destabilize the leadership of the
8 union. The timing of the trusteeship following a
9 contentious election and the sudden initiation of the
10 audit are clear indications of a politically-charged
11 campaign against the elected leadership.

12 Additionally, Greg Unterseher's history of
13 making similar accusations against past leaders
14 further supports the argument that these charges are
15 not based on legitimate financial corruption, but are
16 instead a part of a pattern of political retribution.
17 The board has operated with transparency and in the
18 best interests of the union. These charges are being
19 used as a tool to undermine the leadership for
20 political gain.

21 In conclusion, the charges against Andrew
22 Robles and the executive board are without merit.
23 Robles' compensation was legitimate, approved, and
24 fully compliant with the CBA. The board acted
25 transparently, in good faith, and with guidance from

1 legal counsel to ensure all financial decisions,
2 including those related to Flight Pay Loss, were
3 appropriate. The allegations of financial
4 mismanagement and retaliation are baseless, and the
5 actions of the board were driven solely by our
6 responsibility to serve our membership and ensure the
7 union's financial health.

8 I ask these charges be dismissed in their
9 entirety.

10 MR. HARDENBROOK: Thank you,
11 Mr. Fogelsanger.

12 MR. ROCKWOOD: Joshua Rockwood, recording
13 secretary. This is my sworn testimony as best as I
14 remember.

15 I have been employed with Allegiant Airlines
16 for 19 years. I was a member of the Allegiant Air
17 Pilot Group, AAPG, and served as an elected
18 professional standards member. Pilot groups later --

19 MR. HARDENBROOK: Joshua, I'm sorry, I need
20 to interrupt you. I get it, you're all pilots, Type
21 A personalities, but you guys aren't put the landing
22 gear down, you're just nose-down.

23 MR. ROCKWOOD: Sorry. I'll slow it up.

24 MR. HARDENBROOK: She has to --

25 MR. ROCKWOOD: I'm with you.

1 MR. HARDENBROOK: Go slow, please.

2 MR. ROCKWOOD: I will.

3 The pilot group later voted for Teamsters
4 and the pilots later voted me in as a steward and
5 would attend training at Teamsters' 1224 local office
6 in January 2020. I served under 1224 and we voted to
7 create our own local, 2118. I was later elected and
8 voted in on the executive board as recording
9 secretary.

10 On December 15th to 16th, 2020, the
11 executive board and I completed 2021 Teamsters
12 Leadership Academy, new officer training and
13 education with Teamsters International for training
14 as recording secretary along with other EBoard
15 members over two days.

16 I requested additional training and
17 contacted Pam Turner, director of affiliate
18 bookkeeping systems, International Brotherhood of
19 Teamsters. She supplied me with a template. She
20 said we could change the template to any needs we had
21 and felt were important.

22 I appreciated her help and received our
23 training certificate for IBT and was elected
24 recording secretary by Joint Council 42 on January 1,
25 2022 till December 31, 2024.

1 During the audit in 2024, I e-mailed her
2 looking for more guidance. She was told to me to
3 have been a Hoffa person and was removed once he
4 left.

5 Union Charges 3 and 4. Charge 3. This
6 charge is invalid as Secretary-Treasurer Ryan Joseph
7 is not named in this charge. This charge should be
8 intended for all elected board members. He controls
9 all finances and never raised the alarm or financial
10 issues or rubber-stamping within the local. Ryan
11 Joseph or no member of the general members raised any
12 concerns over financial concerns or how money was
13 spent or handled. The secretary-treasurer was in his
14 current position for a year and I have not been
15 notified that he had any protection from any
16 investigation.

17 As recording secretary, I took my oath for
18 fiduciary responsibility seriously and acted
19 professionally. I attended every meeting and
20 discussion to make informed decisions when voting in
21 all needed votes.

22 At the time of the removal of my position,
23 we had \$10 million in the checking account. The
24 numbers show our fiduciary due diligence through my
25 time as a board member.

1 I protest this charge as Ryan Joseph
2 abandoned his fiduciary responsibility by not
3 attending meetings or voting on cost-cutting
4 measures. The auditors were aware of the division of
5 the house and spoke at length about Ryan Joseph
6 abandoning his position as secretary-treasurer.

7 Charge No. 5. This charge is baseless as
8 there has been no evidence of this charge. I spoke
9 explicitly more about this charge of Ryan Joseph in
10 my charge No. 2. The executive board had no
11 intention or scheduled meeting dates for a hearing of
12 Ryan Joseph.

13 The executive board does not have the
14 authority to fire anyone from Allegiant. There is no
15 evidence, nor have I ever tried to get Ryan Joseph
16 fired. Ryan was removed from the PBS arbitration as
17 shown in EBoard meeting minutes on January 27, 2024.
18 This decision is fact-based upon the System Chief
19 Pilot Rod Hardesty's e-mail sent to all pilots on
20 January 25, 2024.

21 Ryan Joseph abandoned his position and
22 duties as evidenced by his not attending the board
23 Zoom meeting to hire John Owens as a negotiator.
24 Ryan Joseph was protected as a whistleblower for
25 Karen and Robles. I was never informed that Ryan was

1 protected under whistleblower protection.

2 These charges are false and political, no
3 raised concerns came to the EBoard at any time. I
4 find it odd and concerning that all e-mails and
5 concerns were sent to Greg Unterseher. I have
6 followed my oath and conducted my work as a volunteer
7 to the best of my abilities.

8 Internal Charges 1 and 2. Charge 1, aiding
9 and abetting President Robles' embezzling of
10 \$175,000. This is a ridiculous charge and I have not
11 been shown evidence of 175,000. I made intelligent,
12 well-educated decisions on all my EBoard voting and
13 fiduciary responsibilities. Captain Robles and the
14 EBoard made intelligent informed decisions about all
15 money in the Local 2118.

16 I've never made money off the union and no
17 issues were brought to my attention until the
18 beginning of 2024. We had outside companies perform
19 audits and never raise concerns with audit reports
20 sent to IBT. The general membership meetings always
21 started with an in-depth look at financial
22 information and grew to over \$10 million.

23 Captain Robles and the entire board spoke of
24 and addressed every receipt and financial decision
25 made at 2118 during the audit. The

1 secretary-treasurer never helped or -- helped in the
2 audit. He should have helped us and made all
3 materials available to auditors, but he did not.
4 Unlike the secretary who missed many essential
5 discussions and voted abstain instead of making an
6 educated vote, the auditor taught me how to show the
7 division of house as it was clear that Ryan Joseph
8 was working against the board and not in harmony as
9 my oath requires.

10 Retaliation against Ryan Joseph, Charge No.
11 2. I strongly disagree with this charge and have
12 many examples of why this charge is unfounded.

13 November 24, 2023, we were a month from
14 concluding our reelection campaign for Robles/Joseph
15 2024. I was campaigning for reelection and
16 campaigned constantly for our entire slate to be
17 reelected. Our secretary-treasurer was trying to
18 stay neutral as he was also on the slate for the VPS
19 slate as secretary-treasurer.

20 I honestly campaigned for Ryan Joseph and
21 felt we had a good relationship. I was mistaken. As
22 of November 24th at 6:00 p.m., Ryan Joseph called for
23 a meeting with all EBoard members. We all got on a
24 conference call where Ryan Joseph began to yell and
25 belittle me and did not like how the posts on a

1 campaign chat board were and defended his -- our
2 record. Ryan Joseph effectively slowed down our
3 campaign in hopes the VPS slate would be chosen.

4 This is the first time I felt embarrassment
5 in front of my peers and fellow EBoard members. He
6 used profanity and said we would not win the
7 reelection. And then he went ahead to yell and use
8 profanity against President Robles. We were all
9 surprised by this behavior, which was not part of our
10 oath of working in harmony.

11 After this conversation, I said I would stop
12 posting and felt this would help our campaign. In
13 hindsight, there was an attempt to vigorously slow
14 our campaign, to campaign for the Robles/Joseph
15 slate. There were no other issues, but we all felt
16 that Ryan Joseph was not campaigning and working on
17 the campaign for their slate. Robles and Joseph was
18 Slate 1.

19 On January 5th, at 1:56 a.m., I and the rest
20 of the EBoard received an unprofessional letter from
21 Ryan Joseph, secretary -- secretary-treasurer. This
22 was the first notice I received stating that my
23 recording duties were not up to standards. His
24 letter was unprofessional as it belittled me in front
25 of the EBoard and was sent to every member. He

1 should have notified me privately if he felt my
2 recording duties were not up to standards, but it was
3 never done.

4 I continued to work professionally. The IBT
5 audit started in Las Vegas on January 8th. I was
6 present on this day and for most of the audit over
7 the next few months. On January 8th, auditors called
8 me in. Ryan Joseph and President Robles were
9 standing there. The auditors asked where the meeting
10 minutes were that I had taken.

11 I said that I had attended all the GMM
12 meetings for each quarter since the trusteeship. He
13 once again said I was lying and there were over 200
14 EBoard meetings in the previous year and he had text
15 messages. This is the constant talking-down he did
16 to embarrass me with aggression.

17 The auditors said they disliked how the
18 minutes were taken and the format. I appreciated
19 their feedback for the next few months and it's
20 evident in my meeting notes and format that I'd
21 changed drastically. The auditors said that they
22 were happy with the changes and my performance.

23 January 11, 2024, Steward Josh Allen
24 e-mailed and stated that Captain Seiden and I spoke
25 poorly of Ryan Joseph to Joint Council 42 and other

1 IBT members. This was a coordinated attack on
2 Captain Seiden and me. If there was a valid concern,
3 Steward Allen would have gone to President Robles or
4 other EBoard members to discuss their feelings about
5 retaliation against Ryan Joseph.

6 This is the complaint letter taken up on
7 Joint Council 42, on January 12, 2024, by Lisa W.
8 Paul, staff attorney. This letter said it would be a
9 combined hearing on all election-related
10 disputes/concerns. I was never contacted for a
11 statement or invited to the election hearing by Joint
12 Council 42. I believe this is a letter -- if this
13 letter had merit, it should have been discussed and
14 investigated during the election hearing by Joint
15 Council 42.

16 Captain Josh Allen never mentioned his
17 concerns about the EBoard attempting to remove Ryan
18 Joseph to anyone at Local 2118.

19 As a back story, Captain Josh Allen had
20 issues with Captain Seiden and me a few days before
21 we chose Captain Seiden as a trustee in April 2023.
22 Captain Allen called me and asked me not to vote for
23 Captain Seiden and to talk to the other EBoard
24 members.

25 I stated I would vote for Captain Seiden,

1 knowing that he would be an excellent replacement for
2 trustee. Captain Allen did not like Captain Seiden
3 as they were in the negotiations committee and had
4 disagreements about who Captain Robles looked for
5 guidance and on negotiating tactics.

6 January 25, 2024, Ryan Joseph was removed
7 from PBS-2 arbitrations/EBoard meetings. This was
8 discussed that the Chief Pilot Rod Hardesty e-mailed
9 all pilots on January 23, 2024, saying how badly
10 arbitration losses had been in the past few months.
11 This public notice made us discuss the options to be
12 successful in a lengthy legal battle for PBS
13 arbitration.

14 It was voted on and all yea except Ryan
15 Joseph as nay. This was a fast-paced move. Vice
16 President Fogelsanger would take over arbitrations.

17 I have always worked professionally in
18 harmony with Ryan Joseph, but I cannot say the same
19 for him. He's never gone through the proper channels
20 to discuss issues internally with Local 2118. He
21 spoke severely of us EBoard members, and as a result,
22 weak-minded stewards like Eric Reid, Byron, and Josh
23 Allen quit because of the lies and half-truths.

24 During the IBT audit in Las Vegas, I was in
25 a local area many times as -- I'm sorry, I was in the

1 local Las Vegas area many times during the audit. I
2 asked Ryan Joseph to come and talk to me and his
3 hatred -- to discuss his hatred toward me and he
4 would not. He was on Flight Pay Loss and would not
5 come to the office because Karen, our secretary, told
6 him I was there. He had no respect for the EBoard
7 after the election ended in 2023.

8 March 16th to 19th, 2024. The last example
9 of how toxic Ryan Joseph became against the EBoard
10 and me is summed up in this example.

11 I was working a very horrible Section 18 for
12 a Captain Brooks. He had a few felony charges and
13 was removed from flying with an ankle monitor. I had
14 been working on this case for weeks and his lawyer
15 asked the union lawyer, Urban, to write a letter
16 about how a felony would affect his career at all.
17 The week before March 16th, I was in the local
18 office -- I'm sorry, I visited the union lawyer,
19 Michael Urban, asked him to write a letter, and he
20 agreed to write it. I kept asking for the letter and
21 finally he told me he would not write the letter,
22 saying someone from the company talked to him and
23 asked him not to write it.

24 I have many e-mails with Urban and President
25 Robles about this issue. Ryan Joseph worked behind

1 me with the chief pilot and Urban worked against me.
2 I asked Robles if I could ask Lawyer Wilder for a
3 letter and he did write the letter on March the 19th.

4 Also as a side note, that Greg Unterseher
5 should be brought under charges for adding the bill
6 for Wilder as evidence in the trustee hearing in Las
7 Vegas on April 27, 2024, as Exhibit 8B, as that
8 should be a private matter with felonies and a pilot.
9 I find it a disgusting and notable example of how
10 toxic Ryan Joseph became, affecting the career of a
11 captain with Local 2118.

12 The same day, Greg fired the lawyer who had
13 spent time writing this letter for Captain Brooks.
14 This also shows Charge 1 and many EBoard charges that
15 Ryan Joseph cost over \$1,225 in Exhibit 8B and
16 continued to display a large bill from this lawyer
17 solely for the union help with the audit.

18 I ask that the captain's name be redacted
19 from 8B in evidence and an apology to Captain Brooks.
20 Also the dollar amount charged by Lawyer Urban shows
21 the fiduciary incompetence of Ryan Joseph, so-called
22 secretary-treasurer.

23 That's the end.

24 MR. HARDENBROOK: Thank you, Mr. Rockwood.

25 Mr. Hanson, are you prepared to present your

1 statement?

2 MR. HANSON: This is Mr. Hanson. I am, sir.
3 Can you hear me all right?

4 MR. HARDENBROOK: We can hear you perfectly.

5 MR. HANSON: Okay. I'll try to go very
6 slowly since I'm encumbered by Zoom as well as the
7 distance.

8 This is my statement in response to
9 allegations and charges. My name is Kurt Hanson.
10 I've served as twice-elected trustee of Local 2118; a
11 trustee of Local 1224, and also therefore as
12 executive board member of that local; an elected
13 steward and union volunteer for the Allegiant Pilots
14 Association for over seven years.

15 Throughout my tenure as a union officer and
16 volunteer, I received no compensation other than the
17 occasional Flight Pay Loss day to conduct my duties
18 and responsibilities.

19 My involvement in the union was driven by a
20 genuine commitment to serve my fellow members, not by
21 any personal gain. During this time, I sacrificed
22 many days off and spent considerable time away from
23 my family to support my fellow pilots at Allegiant.
24 The sacrifices often led to personal hardships and
25 stress within my life and family relationships.

1 However, despite these challenges, I was content
2 knowing that I was helping my brothers and sisters in
3 the Allegiant Pilots Association.

4 This unwavering commitment to their
5 wellbeing guided every decision I made as a volunteer
6 and trustee with the union. Therefore, the
7 allegations that I would knowingly aid and abet any
8 fraudulent activity are both insulting and entirely
9 unfounded.

10 Prior to going on to my response to the
11 allegations, I would like to lodge a formal objection
12 to all the charges that have been brought against
13 myself and other charged parties pertaining to
14 Mr. Robles' Flight Pay Loss. I believe they are
15 untimely under Section 21, Part B2, of Local 2118
16 bylaws.

17 I will cite that language now. If the board
18 or the panel would like me to recite or give
19 reference, I can do that.

20 "Any charge based on alleged misconduct must
21 be brought within five years from the discovery of
22 the conduct giving rise to the charge. Charges
23 related to conduct beyond this time frame are barred
24 and should be rejected by the secretary-treasurer.
25 Exceptions to this rule are allowed for charges

1 involving nonpayment of dues, assessments, other
2 financial obligations."

3 Mr. Unterseher, in his opening statement,
4 said Mr. Robles' scheme began years ago. He cited
5 the union business MOU as evidence of the beginning
6 of this conduct that gives rise to the charges that
7 have been brought against myself and the other
8 charged parties.

9 Mr. Jewell in his testimony stated that he
10 was aware of this MOU within months of its signing.
11 I would ask that the panel examine the date on that
12 MOU again, September 7th of 2018.

13 As Mr. Unterseher was in the room when this
14 MOU was assigned, he was aware of it from day one,
15 having cited it in his own opening statement as the
16 beginning of the alleged scheme, the five-year time
17 frame of the bylaws to bring charges related to this
18 conduct have passed and the charges are untimely.

19 Going forward. Responses to allegations,
20 Charge 4. Charge 4 alleges that I aided and abetted
21 Brother Robles' violations as set forth in Charges 1,
22 2, and 3, and thus violated my oath of office and
23 fiduciary responsibilities to Local 2118, its
24 membership, and the International Union. I deny
25 Charge 4 fully.

1 From the outset, I had no personal
2 motivation to engage in any activity that would harm
3 the union or its members. Every action I took as a
4 trustee of Local 2118 was made in good faith, solely
5 to serve the best interests of the membership and in
6 compliance with the union's bylaws and the IBT
7 Constitution.

8 The suggestion that Andrew Robles
9 orchestrated a scheme to embezzle funds or that I
10 aided and abetted him in such a scheme is both
11 baseless and slanderous. It entirely ignores the
12 explicit language of the collective bargaining
13 agreement, the union's bylaws, and the testimony
14 presented today, all of which clearly authorize the
15 Flight Pay Loss Mr. Robles utilized.

16 Charge 1. Charge 1 alleges that Mr. Robles'
17 compensation process was exploitative. I stand by
18 the established practices which were openly
19 communicated to the membership and vetted by the IBT
20 legal department.

21 As a trustee, I, along with my fellow
22 trustees, meticulously reviewed Local 2118 financial
23 documents monthly, including all Flight Pay Loss
24 payments. The board, including Mr. Joseph, approved
25 the reports every month, making any claims of

1 financial misconduct baseless.

2 Charge 2. Charge 2 claims that Mr. Robles
3 suppressed dissent on the board. Contrary to this,
4 my colleagues and I freely voiced our opinions, often
5 engaging in spirited debates to ensure the best
6 decisions for the membership.

7 Mr. Joseph's statement about an instilled
8 fear on the board is unfounded and false and solely
9 intended to harm my reputation. My integrity and
10 commitment to our members best interests remain
11 unshakeable.

12 Charge 3. Charge 3 claims we retained
13 additional legal counsel during the audit to conceal
14 wrongdoing. However, a decision to retain counsel
15 was an act of due diligence ensuring compliance with
16 Local 2118's bylaws and the IBT Constitution.

17 Additional counsel's role was purely to
18 confirm that all administrative actions adhered to
19 IBT regulations, not to conceal any misconduct. And
20 I believe the testimony of Mr. Polo yesterday
21 confirms this, that he said that he believed we were
22 open and honest during this audit process.

23 Charge 5. Charge 5 accuses me of
24 retaliating against Ryan Joseph for his complaints to
25 the International Union. This charge lacks any

1 factual basis. The executive board does not have the
2 authority to interfere with Mr. Joseph's employment
3 at Allegiant. His claims are both unfounded and an
4 attempt to discredit the board and are based purely
5 on hearsay.

6 Detailed explanation of my key points.

7 Motivation and integrity. From the outset, I wish to
8 make it unequivocally clear that I had no personal
9 motivation to engage in any activity that would harm
10 the union or its members. Every action I took as a
11 trustee of Local 2118 was made in good faith with the
12 sole intention of serving the best interests of the
13 membership and complying with the local union's
14 bylaws and IBT Constitution.

15 The suggestion that Andrew Robles
16 orchestrated a scheme to embezzle funds or that I
17 aided and abetted him in such a scheme is not only
18 baseless but, again, slanderous. It entirely ignores
19 explicit language of the CBA and the union's bylaws,
20 and the testimony and facts presented yesterday and
21 today, all of which clearly authorize the type of
22 Flight Pay Loss Mr. Robles utilized.

23 Monthly financial oversight and approval.

24 As a trustee, I, along with my fellow trustees,
25 meticulously reviewed the financial documents of

1 Local 2118 each month, including all Flight Pay Loss
2 payments to be reimbursed to Allegiant Air. After a
3 thorough review, the three trustees, myself included,
4 signed the trustee report which was then submitted to
5 the secretary-treasurer, Mr. Joseph, who held the
6 position of secretary-treasurer following his tenure
7 as a trustee.

8 He was fully aware of all financial
9 dealings, including Flight Pay Loss reimbursements.
10 Upon receiving the trustee report, he approved it by
11 affixing his seal and forwarding it to the IBT,
12 signaling his approval. This process occurred every
13 month without exception, constituting a de facto
14 approval of Andrew Robles' Flight Pay Loss by a
15 majority of the board, including the three trustees
16 and the secretary-treasurer. I guess you could also
17 include Andrew Robles in this as well as he had the
18 approval authority for this.

19 This practice continued consistently until
20 Local 2118 was placed into emergency trusteeship.

21 Ryan Joseph's previous testimony during the
22 trusteeship hearing regarding the alleged lack of
23 proper documentation and oversight concerning the
24 trustee reports is fundamentally flawed. As both the
25 trustee and secretary-treasurer, Ryan Joseph was

1 duty-bound to make the board aware of any concerns he
2 may have had with the financial dealings of the
3 local.

4 The IBT's Constitution lays out clear
5 processes he could have taken at any time should he
6 have concerns with the local's financial reports or
7 processes. The fact that Mr. Joseph never
8 communicated any concerns to the rest of the board or
9 to the IBT until after the election in December
10 of 2023 should be viewed with great skepticism.

11 This submission and as well as his testimony
12 to the contrary on multiple occasions to the general
13 membership undermines the credibility of his previous
14 testimony as well of him as a witness to this panel.

15 Ryan Joseph's role and inaction. At no
16 point during this time as either trustee or
17 secretary-treasurer did Ryan Joseph raise any
18 objections, either verbally or in writing, to the
19 board regarding Andrew Robles' Flight Pay Loss. This
20 consistent approval of the trustee reports
21 unequivocally indicate that he found no issues with
22 the financial practices at the time.

23 On the contrary, Ryan Joseph publicly
24 indicated his approval of the manner in which Robles
25 was taking Flight Pay Loss to our members during a

1 quarterly general membership meeting. His claim that
2 he had concerns about Robles' salary increase and
3 raised them internally is entirely inaccurate. There
4 is no record whether an internal documentation or
5 communication of Joseph ever expressing such concerns
6 to the board. The fact that he publicly supported
7 the FPL process during a GMM further contradicts his
8 testimony.

9 This inconsistency casts serious doubt on
10 the validity of his allegations and suggests that his
11 post-election claims were made in bad faith and with
12 an ulterior motive.

13 Established practices and legal
14 confirmation. The CBA and Local 2118 bylaws are
15 unequivocal in their provisions regarding Flight Pay
16 Loss. The bylaws grant the president the authority
17 to interpret them between board meetings. This is in
18 7F of our bylaws. And the executive board holds
19 interpretive authority during meetings.

20 Additionally, the bylaws grant the president
21 the power to approve all Flight Pay Loss. This is
22 13E3.

23 At no point did the board question
24 Mr. Robles' interpretation of these bylaws concerning
25 Flight Pay Loss or the manner in which he was taking

1 Flight Pay Loss because the language of the CBA, the
2 Memorandum of Understanding concerning union business
3 is so clear there was no reason to believe his
4 interpretation was incorrect.

5 The practice of taking Flight Pay Loss as a
6 preplanned absence at four PCH per day was well
7 established and had been previously set forth by
8 Scott Hegland and confirmed by Nick Manicone at IBT
9 Legal. Given this confirmation and the longstanding
10 practice, the executive board, including myself, had
11 absolute confidence that the president was fully
12 authorized to approve and take Flight Pay Loss in
13 this manner.

14 Politically-motivated audit. Following Ryan
15 Joseph's suspiciously-timed post-election complaint,
16 an audit was initiated by the IBT in early 2024.
17 It's crucial to note that Mr. Joseph bypassed the
18 standard IBT Constitutional processes which had
19 required this issue first be addressed with the local
20 then escalated to the joint counsel and finally to
21 the International level. Instead, he escalated these
22 baseless accusations directly through old rivals
23 within the Airline Division and the International.

24 Prior to the audit, Mr. Joseph was informed
25 by Rob Colone, general counsel for the IBT

1 Secretary-Treasurer, that although, due to his
2 allegations, the audit should really have been issued
3 as an act-suspicion audit, he instead would be
4 issuing it as a normal audit to expand its scope.

5 Ryan Joseph conveyed this information to the
6 board during our last board meetings, also revealing
7 that he had been informed before the onset that the
8 IBT would be conducting a quote/unquote "forensic
9 audit," a term that implies a search for illegal
10 activity, embezzlement, and fraud.

11 Preemptive decision and political agendas.
12 The fact that Ryan Joseph was informing members of
13 the audit's intent to remove the board and it's
14 characterization of a forensic audit before it even
15 began is indicative of a predetermined outcome.

16 Mr. Joseph's actions in leaking this to
17 members, before the audit had even commenced, further
18 suggests that his actions were made in bad faith and
19 the audit was politically motivated from the start.

20 Mr. Brian Vealman [phonetic], a member of
21 Local 2118, confirmed on social media that during the
22 audit, Mr. Joseph was his internal source who
23 entrusted him with the audit's end game. Greg
24 Unterseher's statements during the trusteeship
25 hearing revealed deep-seated political rivalries

1 between the Hoffa administration and Sean O'Brien's
2 administration, further underscoring that this entire
3 process is a politically motivated farce,
4 orchestrated by the current trustee to remove the
5 officers at Local 2118 and reassert control by
6 placing Unterseher in power.

7 Baseless allegations and retaliation. The
8 charge that I, along with five other board members,
9 conspired to retaliate against Ryan Joseph by
10 bringing charges against him with the intent of
11 getting him terminated is entirely without merit.
12 This accusation is based on hearsay, specifically a
13 misinterpretation that arose during a phone
14 conversation with the member of the executive board.

15 There is no evidence, no internal documents,
16 no text messages, no communications of any kind, to
17 support this claim.

18 Furthermore, it's not legally possible for
19 the executive board to terminate a member. The only
20 situation in which a pilot who is a union member
21 could face termination is for failure to pay dues;
22 and even in that scenario, the final decision rests
23 with the director of operations at Allegiant, not the
24 union.

25 In this case, the allegations don't even

1 meet the criterion, and no one from the board
2 contacted director of operations or any one member of
3 Allegiant management regarding Ryan Joseph's
4 termination. The charge is a clear attempt to
5 discredit the board with baseless allegations that
6 hold no legal or factual merit.

7 And conclusion. The charges against me and
8 the other former officers are not rooted in any
9 legitimate concerns about the financial management of
10 Local 2118; but are instead the result of a
11 calculated political maneuver by individuals with
12 personal vendettas.

13 In one of my last interactions with
14 Mr. Unterseher while I was a trustee of Local 1224,
15 he and Paul Rutter cornered me in a room after a
16 contentious quarterly board meeting in February 2020.
17 Andrew's Flight Pay Loss and the union business MOU
18 had just been discussed and I was successful in
19 lobbying for a motion to elevate the issue out of the
20 hands of 1224 and to refer to the airline division
21 for further review.

22 Both Mr. Unterseher and Paul Rutter were
23 visibly agitated. Greg Unterseher stated to me,
24 "Kurt, this means war."

25 It is my opinion that the charges that had

1 been brought against myself, Andrew, and the other
2 charged parties are nothing more than a continuation
3 of that war which he declared that day.

4 While the audit found procedural
5 inaccuracies in the way Local 2118 conducted its
6 business, these issues were overstated and the board
7 passed posthumous motions at the auditors' suggestion
8 to correct these failures and realign our
9 understanding of how the IBT would like us to conduct
10 business.

11 As a newly-established local, we received
12 minimal training from the IBT regarding our role as
13 officers and we were always open to any guidance
14 provided by the auditors during this process.

15 Mr. Polo in his testimony affirmed that he
16 believed we were cooperative and earnest in our
17 assistance with his team.

18 My actions as an officer of 2118 were always
19 in strict alignment with how I understand the union's
20 governing documents and the legal advice we received.
21 At all times, I acted in good faith to serve the best
22 interests of our membership and to try to embody my
23 oath of office taken as union officer.

24 As I close, I want to thank the panel for
25 their accommodation and time given to me for the

1 recent birth of my child. This process has been
2 difficult given the persistent defamatory language
3 from the charging party disseminated to my fellow
4 Allegiant pilots over the last eight months.

5 Having been denied the ability to review any
6 of the requested supporting documentation for these
7 charges prior to the hearing, I will state I do not
8 believe that I have been given a fair opportunity to
9 mount a defense at this hearing.

10 And lastly, I would like to ask the panel
11 that the evidence and statements of Mr. Robles and
12 the other charged parties be taken into account as
13 they make their decision on this matter as it
14 pertains to myself.

15 Thank you very much.

16 MR. HARDENBROOK: Thank you, Mr. Hanson.

17 Mr. Seiden, I anticipate that you are going
18 to take longer than 11 minutes to present what you
19 have. Am I accurate in that belief?

20 MR. SEIDEN: Mr. Seiden speaking. I have
21 not timed myself. It is a six-page statement.

22 MR. HARDENBROOK: I think we're going to
23 take a break, but I want to talk about a few things
24 that I want the trustee to consider and I want the
25 charged parties to consider.

1 Mr. Robles, you've made a comment about
2 asking for a written brief after receiving a copy of
3 this transcript some time out.

4 MR. ROBLES: Yes.

5 MR. HARDENBROOK: I would like to hear from
6 both parties when we come back your assessment of
7 that and then as a panel we're going to discuss under
8 the panel rules that were read into evidence by me
9 yesterday morning what we're going to do for
10 rebuttal, if there will be rebuttal and questioning.

11 And I have a few questions. I'm sure there
12 are others up here. I want to make sure we do that,
13 but if we -- I want you to just think about written
14 case briefs after reviewing this written record.
15 Just consider it.

16 I'm not sure that's where we're going to go
17 yet, but it's a lot of information and a lot of
18 rebuttal and I want to make sure that both trustee
19 has an opportunity to rebut everything that's been
20 presented and vice versa.

21 More than 40 exhibits have been entered into
22 the record, so there's a vast amount of data. I want
23 to make sure we're fair to both parties, but just
24 consider that.

25 I know you brought it up, Mr. Robles, and I

1 didn't hear how long -- you had said a time, but I
2 didn't catch that. You requested --

3 MR. ROBLES: I just needed a couple weeks.
4 But let me consult with my attorney, if you don't
5 mind, when we leave here. I will call. I don't know
6 what the normal process is or how that normally
7 works. It may not be the best thing we want to do.

8 MR. HARDENBROOK: Well, I'll just tell you,
9 frankly, I don't really care what your attorney
10 thinks. I'm just asking you. You brought it up.
11 I'm asking both parties to consider what issues they
12 would have with it.

13 This panel will meet. We will make a
14 decision on that before we come back. I just wanted
15 to -- I'm trying to weigh the ability for both
16 parties to be able to rebut the mountain of evidence.

17 MR. ROBLES: Well, let me just express my
18 concern, if that's okay. My only concern is that,
19 like, we weren't given any of the evidence on any
20 specific charges or anything like that, that were in
21 violation. We provided what we had.

22 What my concern would be is that there would
23 be a mountain of new evidence that would be
24 introduced. So as long as there's not new evidence
25 that's being produced or something like that, like a

1 big mountain of, hey, here's all of the charges.

2 MR. HARDENBROOK: What is in the record is
3 in the record. This, I think, is actually leaning
4 towards your favor.

5 MR. ROBLES: Okay. As long as we're talking
6 about what is happening here and not what is
7 happening outside, then that's great, you know what I
8 mean.

9 MR. HARDENBROOK: Gotcha. So as I've stated
10 earlier, and I know it's a little bit early, but I
11 want to make sure Mr. Seiden has his opportunity. I
12 need to go participate in a thing, predetermined, not
13 my choosing, not my time, this is when I'm going to
14 show up.

15 So we're going to convene until 1:30 and in
16 anticipation of that, I want you to consider what
17 your rebuttal is going to be. So make good use of
18 your time if we do a rebuttal, but we will discuss
19 that as a panel.

20 I really don't see us in four hours being
21 able to have both parties be able to fully rebut the
22 other's evidence. So there may be some clarifying
23 questions.

24 MR. UNTERSEHER: I would guess two or
25 three hours.

1 MR. HARDENBROOK: We're going to break now.
2 We're going to come back at 1:30. Yeah, we will
3 finish this up when we get back, okay.

4 MR. ROBLES: Thank you very much. Enjoy
5 your lunch -- if you get a lunch.

6 MR. HARDENBROOK: Off the record.

7 (Whereupon, a lunch recess was taken.)

8 MR. HARDENBROOK: So we will go back on the
9 record. It's 1:42 p.m. Thank you for your patience.
10 We are going to just start right back in
11 with Mr. Seiden having an opportunity to present what
12 evidence or statement that he has to make.

13 Whenever you're ready, Mr. Seiden.

14 MR. SEIDEN: Okay, thank you. Can you hear
15 me good? Okay.

16 First off, I would like to thank everyone
17 for the accommodation of doing this remotely so that
18 I may assist in the care of my newborn child to the
19 most extent possible.

20 Members of the panel, my name is Kenneth
21 Seiden. I have been an airline pilot since 2012 and
22 I've worked for Allegiant Air since 2014. I am based
23 in Los Angeles.

24 To correct Mr. Unterseher's previous
25 assertion, I was not on the executive board when

1 Local 2118 exited administrative trusteeship.
2 Instead, I was appointed to the executive board of
3 Local 2118 on April 21, 2023, to replace Erick
4 Valenzuela on his resignation from Allegiant Air. I
5 served as a voluntary member of the board for
6 11 months until being removed from my position on
7 March 19, 2024, after IBT General President Sean
8 O'Brien imposed an emergency trusteeship. I resigned
9 from the Teamsters on July 24, 2024.

10 I am innocent of the charges filed against
11 me. I did not aid or abet former President Andrew
12 Robles' alleged violations of the local bylaws or the
13 International Constitution, nor did I threat to
14 retaliate against Executive Board Member Ryan Joseph
15 for his complaint to the international.

16 Charge 1 alleges that Robles defrauded and
17 embezzled from the local based upon his compensation
18 and benefits. I did not aid or abet Robles' alleged
19 involvement in these activities. I was not appointed
20 to the executive board until April 2023, more than
21 two years after the local received its charter, and
22 more than a year after it was released from
23 administrative trusteeship. At the time I was
24 appointed, Robles had been president of the local for
25 16 months.

1 Before my appointment to the board, I did
2 not participate in any of the decisionmaking
3 recording Robles' compensation or benefits. When I
4 joined the board in 2023, I understood that Robles'
5 compensation as president had been approved by
6 Trustee Scott Hegland in 2021 while the local was
7 under administrative trusteeship.

8 Robles' compensation was also discussed
9 openly at one or more quarterly meetings, which are
10 open to all members of the local. Nothing was
11 hidden.

12 Further, the collective bargaining agreement
13 explicitly states that the value of a preplanned
14 action for union business is set for four PCH credit
15 hours per day and all Allegiant employees could see
16 Robles' flight schedule of four PCH per day on the
17 internal Allegiant website called G4Connect.

18 During my tenure on the executive board,
19 Ryan Joseph served as secretary-treasurer. To my
20 knowledge, Joseph never expressed any disagreement or
21 concerns with Robles' salary or benefits. In fact,
22 he knowingly approved Robles' Flight Pay Loss each
23 month when he signed and submitted the trustee
24 reports.

25 Accordingly, I had no evidence or reason to

1 believe that Robles was defrauding or embezzling from
2 the local and I did not aid or abet him in doing so.

3 Additionally, to my recollection, prior to
4 yesterday, I have never been made aware of any
5 allegations of payments from any consultants to
6 Mr. Bourne and to my recollection, Mr. Joseph never
7 had a discussion to myself about any alleged
8 connections between Mr. Bourne and Spartan Aviation.

9 Charge 2 alleges that Robles refused to
10 develop and implement policies required by the
11 International. I did not aid or abet Robles' alleged
12 violations, Charge 2. When I joined the executive
13 board in April 2023, the bylaws had already been
14 approved by the International and various policies
15 and practices had already been established.

16 For example, the board uses a software
17 program called Union Impact to introduce and put on
18 motions. I viewed the local's policies and practices
19 as sufficient and made a good effort to follow them.

20 I also acted in good faith to review the
21 monthly trustee and audit reports. When I received
22 my first monthly trustee report for review in or
23 about May of 2023, I sought the assistance of
24 Secretary-Treasurer Joseph, whom I viewed as my
25 direct supervisor in the matter of trustee reports.

1 Before becoming the secretary-treasurer,
2 Joseph had already been a trustee with Local 2118. I
3 asked Mr. Joseph if the IBT provided training or if
4 he, being a secretary-treasurer, could arrange
5 training from IBT on how to review financial
6 documents. I was told that no such training was
7 available, nor was I provided with a trustee manual
8 from the International and I am not sure that such a
9 manual exists.

10 Instead, I followed Joseph's instructions
11 regarding my review of the reports. As
12 secretary-treasurer, Joseph was responsible for
13 approving, signing, and submitting the final reports.
14 He never voiced any criticism or concern with my
15 handling of the reports or my performance as a board
16 member.

17 The IBT initiated an audit of Local 2118 in
18 January 2024, about eight months after I joined the
19 executive board. The board fully cooperated with the
20 auditors. We responded to their inquiries, provided
21 copies of requested documentation, and agreed to
22 implement their recommendations.

23 I saw the auditors' findings for the first
24 time in September of 2024. The findings state that
25 the general secretary-treasurer's office instructed

1 the board more than a year ago regarding the need to
2 comply with International's financial oversight and
3 accountability requirements. I never saw or heard
4 about such instructions.

5 I could not anticipate which transactions
6 would be raised by the charging party today, but I
7 would like to comment on some of the charges flagged
8 by the auditors.

9 The auditors identified a variety of missing
10 and incorrect receipts. None of the missing receipts
11 and only one of the incorrect receipts for expenses
12 were expenses submitted by me. Many of them related
13 to charges that were incurred before I joined the
14 executive board.

15 That said, once the auditors brought the
16 missing receipts to the board's attention, I assisted
17 Robles to call various hotels and restaurants and
18 obtain duplicate copies of the receipts. Robles and
19 I spent significant time gathering the documentation
20 that the auditors found missing.

21 At some point during the audit, the auditors
22 asked me about a lip balm and over-the-counter cold
23 medication I charged to the local in June of 2023.
24 The total cost of the items was \$7.98. I bought the
25 items after coming down with a cold while attending

1 negotiations in Tampa, Florida. The negotiations
2 took place over a four-day period in the conference
3 room of an airport hotel which was connected to the
4 airport terminal.

5 I believed it was appropriate to expense the
6 items because I was confined to the hotel and airport
7 terminal and did not have access to a pharmacy with
8 less expensive alternatives. Subsequently, the
9 auditors questioned my purchase. I accepted their
10 view and reimbursed the local. To my knowledge, all
11 other items I charged the local were deemed
12 appropriate.

13 A few other executive board members also
14 reimbursed the local for personal and incidental
15 charges. It is my understanding, however, that the
16 majority of the expenses flagged by the auditors were
17 ultimately substantiated to their satisfaction.

18 Finally, I never saw any evidence in the
19 trustee reports or elsewhere that Robles was using a
20 personal credit card for business-related purchases,
21 as it is to my understanding that a business credit
22 card must have a person's name on it but that does
23 not directly tie to that individual's personal
24 credit.

25 Charge 3 alleges that Robles paid law firms

1 to assist him in embezzling union funds by
2 retroactively legitimatizing both his salary and
3 various unauthorized payments. I did not aid or abet
4 Robles' alleged violation of Charge 3. The executive
5 board retained counsel in good faith to assist us in
6 resolving issues raised by the auditors.

7 Per the advice of counsel, we approved the
8 local's past expenditures, pre-approved various
9 annual costs, and ratified Robles' pay arrangement.
10 We did not intend to retroactively legitimize any
11 unauthorized payments or to retroactively
12 legitimize Robles' salary and benefits. We were
13 simply following the advice of counsel to cure
14 deficiencies uncovered during the audit.

15 Charge 5 charges alleges that members of the
16 executive board, including me, devised a plan to get
17 Ryan Joseph fired from Allegiant because he wrote a
18 complaint to the International. I am not guilty of
19 this charge.

20 I did not tell Josh Allen that Joseph was
21 likely to be removed from office. Immediately before
22 and after the election in 2023, various confidential
23 documents were leaked from the electronic files
24 maintained by Local 2118. The leaked documents
25 included confidential correspondence regarding the

1 election and a letter from Scott Hegland to the
2 negotiating committee and the executive board.

3 I do not know who leaked the documents.
4 Around the time that the documents were leaked, I
5 heard about Joseph's whistleblower complaint. I did
6 not threaten to retaliate against Joseph for filing
7 the complaint. I did, however, call Josh Allen and
8 ask him to lock down his documents until the leaker
9 had been identified.

10 Allen was also on the negotiating committee
11 and had access to very important and confidential
12 documents, in particular many highly confidential
13 documents that relate to the collective bargaining
14 agreement negotiations.

15 When Allen asked whether the leaks were
16 related to Joseph's complaint, I said I did not know.
17 I also condemned the leaker's conduct and predicted
18 that once discovered, he or she would be removed from
19 their position in the IBT.

20 In short, my comments to Josh Allen about
21 locking down documents were not -- in addition, my
22 comments to Allen about the removal from office were
23 directed at the leaker and not about Joseph, to make
24 sure that all documents were locked down, in
25 particular during this time when several documents

1 had continuously been leaked until we could figure
2 out how to make that event stop.

3 In any event, no charges were filed against
4 Joseph and I am not aware of any actions taken to
5 seek his termination from Allegiant.

6 In closing, I would like to reiterate my
7 innocence of the charges filed against me and
8 respectfully ask the panel not to sustain them.

9 I also request a transcript of this
10 proceeding and the opportunity to submit a written
11 brief following the conclusion of the hearing.

12 Thank you for your consideration.

13 MR. HARDENBROOK: Thank you, Mr. Seiden.
14 One moment, please.

15 Okay. Do any of you, including you
16 Mr. Hanson, you Mr. Seiden, the charged parties, do
17 you have anything else that you haven't addressed or
18 that you would like an opportunity to speak to?

19 MR. ROCKWOOD: No, sir.

20 ALL: No.

21 MR. HARDENBROOK: Mr. Robles?

22 MR. ROBLES: I think we're good.

23 MR. HARDENBROOK: Okay. I think what we're
24 going to do -- and we will talk a little bit more
25 about this after we go through this -- but the panel

1 is going to have some questions. We're going to ask
2 those questions now and I just want to make sure you
3 understand, for us, we have some clarifying
4 questions. We're going to have them of both parties.

5 This in no way is a tilt of the hat and no
6 decision has been made and I can tell you right now,
7 no decision has been pre-made.

8 That's one thing for me. It doesn't matter
9 who it is, I speak my mind. And the people that I
10 work with and around know I speak my mind whether you
11 tell me to or not. So if you wanted a predetermined
12 outcome, I'm not your guy. So just know that.

13 But we've got just a couple of questions.
14 So a lot of information. Only UPS has more acronyms
15 than you all.

16 MR. ROBLES: Sorry, guys.

17 MR. HARDENBROOK: So I just want to make
18 sure we're clear that we have all those addressed.

19 So, James, do you want to start?

20 MR. DeWEESE: Yeah, I had a lot of
21 questions. There was a lot of information out there.

22 I had some questions about the receipts.
23 There was a lot of information about expenditures
24 that had happened, maybe shouldn't have happened,
25 about missing receipts and things like that.

1 So to the trustees, how often are you all
2 meeting and reviewing the books?

3 MR. HARDENBROOK: Just to clarify, the
4 trustees at that time of 2118, or the trustees of --

5 MR. DeWEESE: The trustees of the executive
6 board.

7 MR. HARDENBROOK: Of the charged parties?

8 MR. DeWEESE: Of the charged parties, yes.

9 MR. HANSON: Kurt Hanson, former trustee.
10 We met on a monthly basis to review the
11 monthly trustee report and in that process we would
12 examine the receipts and expenditures.

13 MR. DeWEESE: I heard that there were
14 receipts missing for some time and then you all had
15 brought some of them -- some of them afterwards; is
16 that correct?

17 MR. HANSON: I think what you're referring
18 to --

19 MR. DeWEESE: Who is speaking there?

20 MR. HANSON: This is Kurt Hanson. I think
21 what you're referring to, sir, is the question about
22 the missing receipt affidavits. So I am not aware of
23 a single expenditure that did not have a receipt or a
24 missing receipt affidavit for my entire time as a
25 tenured officer in Local 2118.

1 MR. SEIDEN: Sir, this is Mr. Seiden
2 speaking. One other thing I would like to clarify.
3 When we are sometimes referring to duplicate receipts
4 that the auditors had, occasionally they were
5 receipts that were provided that were determined to
6 be inadequate.

7 So, for example, one of mine was that I had
8 accidentally submitted the total receipt for the
9 restaurant rather than the itemized receipt. So it
10 wasn't necessarily that all these receipts were
11 missing. So instead, I needed -- identified that
12 good faith mistake in the audit and had called the
13 restaurant and obtained a duplicate receipt that had
14 the itemized receipt and not just the total for the
15 purchase.

16 MR. HARDENBROOK: Exhibit 19.

17 MR. DeWEESE: Were there missing receipts
18 when you all had audited the books?

19 MR. UNTERSEHER: After the auditors were
20 there?

21 MR. DeWEESE: Yes.

22 MR. UNTERSEHER: Not to my knowledge.

23 MR. DeWEESE: All right. To the charged
24 party, there was also some talk about the trustees'
25 report and struggles of signing it; is that correct?

1 MR. CAWLEY: Yes. Michael Cawley.

2 MR. DeWEESE: So when you guys signed this,
3 who was witnessing your signatures?

4 MR. CAWLEY: It depends. So this is part of
5 what we had talked about, too, when Andrew discussed
6 that we had talked about having a notary come to our
7 homes, because it was significantly cheaper.

8 MR. DeWEESE: Well, who was witnessing
9 your --

10 MR. CAWLEY: The secretary-treasurer was the
11 witness in all of our signatures.

12 MR. DeWEESE: Okay.

13 MR. CAWLEY: So I'm not sure, did I answer
14 your question?

15 MR. DeWEESE: Yeah. Who was witnessing your
16 signature?

17 MR. CAWLEY: Okay.

18 MR. VERA: You guys, sorry, can you hear me?

19 MR. CAWLEY: Yeah, we can hear you.

20 MR. VERA: Just some housekeeping again. I
21 may have missed this in the mountain of evidence
22 here. Mr. Rockwood and Mr. Robles, you guys were
23 trustees of Local 1224, correct?

24 MR. ROBLES: No, sir. I was the president;
25 Rockwood was a recording secretary.

1 MR. VERA: Of 1224. Were you guys part of
2 the ExCo?

3 MR. ROBLES: I was, yes.

4 MR. CAWLEY: He was, Rockwood wasn't.

5 MR. HARDENBROOK: Time out for a second.
6 We're all tracking. I'm sure she's not. Let's just
7 not speak over each other, okay.

8 MR. VERA: No, that's okay. I'm just trying
9 to understand the pecking order.

10 And when you guys were part of the ExCo, how
11 long were you guys on that board, 1224?

12 MR. ROBLES: 2017, I became a member, if I'm
13 reading correct. And then I was a member and then I
14 became the chairman, I believe it was in 2018, and
15 then all the way up until we switched over to 2118
16 when we had a new election. We went into trusteeship
17 in 2021 -- 2020. Yeah, it was the end of 2020, 2020.

18 MR. VERA: And during that time, in your
19 guys' experience on the board, did you guys ever
20 participate or have any general membership meetings?

21 MR. ROBLES: We did a couple. When we first
22 started, we didn't know we were even supposed to be
23 attending those. So, yeah, we did a few at the end,
24 yes.

25 MR. VERA: And then just so I understand too

1 their processes, did they take notes, minutes on
2 every one of those meetings as well as part of the
3 1224?

4 MR. ROBLES: They did at the general
5 membership meetings, uh-huh.

6 MR. VERA: That's all I have.

7 MR. ROBLES: Thank you.

8 MR. HANSON: Might I interject? Kurt
9 Hanson.

10 Mr. Vera, to maybe assist you as well, I was
11 a member of the board with 1224 for a short period of
12 time. In 2020, I was elected as a trustee via, I
13 believe, a vote of the board to replace an outgoing
14 member.

15 My recollection is the same as Andrew's.
16 There was generally one board meeting just prior to
17 the general membership meeting quarterly. There's a
18 high amount of turnover in both officers and
19 individuals there and I don't have direct
20 recollection of seeing too many copies of minutes
21 while I was there. But they were taken.

22 MR. DeWEESE: I've got some more. So on
23 Exhibit 19, who produced that report?

24 MR. ROBLES: So that report came from the
25 trustee at -- sorry, from the auditors and then we

1 added the comments on the far right and then we
2 printed that as an exhibit.

3 MR. DeWEESE: Okay. So when I'm looking
4 here on the receipts, it says "Comments." You said
5 you all added the comments or you all had added the
6 Local 2118 response?

7 MR. ROBLES: The Local 2118 response, we
8 added that.

9 MR. DeWEESE: Okay. So I'm looking here and
10 there are comments of missing receipts that are here.
11 If the trustees went through the books, how are you
12 able to properly sign off or go through and sign off
13 on the books if there's no receipts?

14 MR. CAWLEY: So a little bit of context, I
15 suppose, helps here, but there was in all cases a
16 missing receipt affidavit for every receipt that was
17 missing. It's a small group, it's not as large as
18 some are, and we generally always knew what they were
19 doing when they were doing it and why they were
20 there.

21 So say if they were traveling to Chicago for
22 negotiations we knew the entire negotiations team was
23 traveling to Chicago and was going to incur expenses
24 in Chicago while they were there. And so a missing
25 receipt that didn't come home or got lost in a pocket

1 or got turned in and got lost in an office somewhere,
2 we didn't view as an issue as long as we had an
3 affidavit stating it was a legitimate union business
4 expense.

5 We knew it was because we knew where they
6 were and there was a signed affidavit stating as
7 such, which we believed was in compliance with all
8 the federal and IBT regulations. And as the auditors
9 came in and pointed that out to us, we certainly did
10 our best to recapture as much after that as we could
11 and change our processes going forward.

12 MR. HARDENBROOK: I just have a few
13 follow-up questions.

14 I was tracking this. Mr. Robles, this is
15 primarily directed to you because it was during your
16 testimony that you brought up. I think it was in
17 cross-examining a witness, if I'm not mistaken. If I
18 mischaracterize it, please speak to that.

19 MR. ROBLES: Sure.

20 MR. HARDENBROOK: But it was the last few
21 pages of this Exhibit 19 --

22 MR. ROBLES: Yes, sir.

23 MR. HARDENBROOK: -- that predated
24 something.

25 MR. ROBLES: Yes. So we were in trusteeship

1 with Scott Hegland being the trustee and so we
2 wouldn't have gotten out of trusteeship until -- I
3 believe the date was January or February of 2022. So
4 during that time, Scott Hegland would have been the
5 trustee signing off on this.

6 If you look at a lot of the comments, it
7 said missing receipt affidavit not accepted by the
8 board. We didn't have a board. So if he said the
9 expense was okay, it was okay.

10 MR. HARDENBROOK: So there were three
11 trusteeships?

12 MR. ROBLES: So two. There was -- when we
13 requested to go to Local 2118 and have our own local,
14 we were granted our own local and then we were put in
15 a different type of trusteeship and this is an
16 emergency trusteeship because --

17 MR. HARDENBROOK: Okay. I track it. We've
18 used those terms and gone back and forth so many
19 times, I started to lose track.

20 MR. ROBLES: Yeah, we were a new local. We
21 were only in existence a couple of years.

22 MR. HARDENBROOK: So I think you explained a
23 way when cross-examining a witness -- just from
24 memory, I believe it was the last five pages.

25 MR. ROBLES: Something similar to that, yes.

1 It would have been -- I can look at the date, there's
2 a date on the left-hand side, and so we just
3 basically tracked back to the date we got out of
4 trusteeship, which would have been January of '22.
5 And that would have been --

6 MR. HARDENBROOK: So the last four pages,
7 right?

8 MR. HANSON: Both parties' clarification,
9 Andrew was saying January of '22. It should be
10 mentioned that the inception of our local was
11 backdated to January 1st of '22. However, we did
12 actually have a trustee through, I believe, January
13 31st or even into February of that year. The release
14 of the local from that voluntary trusteeship -- which
15 is associated, obviously, with coming out of 1224 --
16 was backdated then to January 1st of 2022, even
17 though the actual release date was -- I mean, it was
18 in around January 31st, I believe, sir.

19 MR. HARDENBROOK: Gotcha.

20 MR. ROBLES: Does that make sense on the
21 date? I think we weren't notified until February.

22 MR. HARDENBROOK: The questions I have
23 regarding this are more hand-grenade range, not
24 necessarily a laser --

25 MR. ROBLES: Understood.

1 MR. HARDENBROOK: No snipers needed. Just
2 throw and go.

3 MR. ROBLES: Okay.

4 MR. HARDENBROOK: Those last five, if we
5 throw those last five pages out, that takes us up to
6 4/12/2022, right? Going back in time, 8/17 of 2020,
7 five pages, last date on Line 390 is 4/12/2022.

8 How do you account for the pages after that?

9 MR. ROBLES: Okay. And I don't think it
10 would be -- I think it would be one page prior to
11 that.

12 MR. HARDENBROOK: Okay.

13 MR. ROBLES: As far as what, the missing
14 receipts or --

15 MR. HARDENBROOK: Let's -- yeah, let me
16 characterize my question because that wasn't fair to
17 you. I'm asking to recall what your question was and
18 I'm not really into the semantics. It's more I had a
19 question, when you were going through that
20 cross-examination -- well, okay, now we're going to
21 say let's just throw out the last six pages. That
22 takes us up through on Line 362, 5/18 of 2022, so end
23 question would be Line 361, which is 5/23/2022, to
24 1/4/2024.

25 Why -- why did the practice not change when

1 you testified -- Mr. Robles, being you -- that you
2 were part of that 20 -- let's see, you were appointed
3 as part of the 2020 trusteeship?

4 MR. ROBLES: Yes.

5 MR. HARDENBROOK: Okay. So new person, new
6 into it. I understand, a lot of things maybe you're
7 not seeing all the bumps and hills and all of that
8 stuff.

9 MR. ROBLES: Sure.

10 MR. HARDENBROOK: But two years in and what
11 is your position as of 5/23/2022?

12 MR. ROBLES: In regards to missing receipts
13 affidavit?

14 MR. HARDENBROOK: At Local 2118, what is
15 your position --

16 MR. ROBLES: What was my position at the
17 time, at 2118? I became the principal officer once
18 we came out of trusteeship.

19 MR. HARDENBROOK: So for a couple of years,
20 you were in that position?

21 MR. ROBLES: Oh, I see. I was the assistant
22 trustee while -- I'm not sure if I'm following. Say
23 the date? That would be helpful.

24 MR. HARDENBROOK: 5/23/2022.

25 MR. ROBLES: I would have been the principal

1 officer, the president.

2 MR. HARDENBROOK: So you were the principal
3 officer two years after you became the trustee or the
4 assistant trustee in, I think you reported, May of
5 2020?

6 MR. ROBLES: Yeah, that sounds correct.

7 MR. HARDENBROOK: So two years there, right?

8 MR. ROBLES: Yeah.

9 MR. HARDENBROOK: As I thumb through these
10 first pages, you know, your cross-examination does
11 explain away the last six pages, I get that. What
12 about the other however many pages? Because it
13 doesn't look like anything changed. Are you citing
14 that in these pages, the subsequent pages, you still
15 didn't know what the practices were?

16 MR. ROBLES: We were continuing the
17 practices that were set in place with Scott Hegland,
18 so I did not realize that they were deficient until
19 they put the spreadsheet together and we're looking
20 at the totality of it. I didn't understand that we
21 needed to put new motions forward that would approve
22 the previous processes and procedures.

23 So we did continue because we thought we
24 were in compliance. So it was set the process up,
25 you don't need to do a motion to go to Las Vegas. It

1 was the same practice they were doing at 1224. So we
2 continued. We didn't know that we were doing
3 anything that was not acceptable until the auditors
4 said you can't do it like this.

5 We said, okay, well, how should we do it.

6 MR. HARDENBROOK: Okay.

7 MR. SEIDEN: Mr. Chairman, this is
8 Mr. Seiden speaking.

9 One other clarification, when you're
10 referring to all of these pages and the lines, this
11 was not the final dispensation of the auditors. This
12 was the initial we have some questions about this,
13 this was not -- and many of those questions were
14 answered in -- we believe, in an adequate fashion
15 that the charges weren't even initially an issue.

16 MR. HARDENBROOK: If that is true,
17 Mr. Seiden, refer to Line 14. Are you there?

18 MR. SEIDEN: Yes, yes, I'm pulling that up.
19 Line 14, dated December 4th of 2023?

20 MR. HARDENBROOK: Yes.

21 MR. SEIDEN: Yes, that purchase by Karen
22 VanNostrand. Business purpose, captain upgrade
23 dinner of \$16.19.

24 MR. HARDENBROOK: What is Local Union's
25 2118's response based on what you just stated as a

1 clarifying answer?

2 MR. SEIDEN: I believe on that one we had
3 not been given a response yet due to that was, one, a
4 purchase made by Karen VanNostrand and we were still
5 trying to work with her to get all the formal
6 documents and the answer to that response. And
7 that's why that box is still uplinked because that's
8 the emergency trusteeship came into play before this
9 whole process was completed.

10 MR. ROBLES: Mr. Chairman, can I speak to
11 that?

12 MR. HARDENBROOK: Yeah, just a second. What
13 is EV?

14 MR. ROBLES: Erick Valenzuela, previous
15 secretary-treasurer.

16 MR. HARDENBROOK: So some of these picketing
17 events, there's a lot of these picketing events that
18 are attributed to Karen. Was Karen at the picket?

19 MR. ROBLES: Yes, she assisted in catering,
20 purchasing ice, beverages, and doing transportation
21 for it.

22 MR. HARDENBROOK: Got it. Just had to go
23 look, Mr. Seiden. You answered a question not asked,
24 so I had to go look at some of this information.

25 So it appears throughout this Exhibit 19 --

1 and I didn't notice that until you said something,
2 Mr. Seiden -- but it looks like the remaining
3 unanswered 2118 responses are either related to --
4 I'm sorry, Erick -- what's his name?

5 MR. ROBLES: Valenzuela.

6 MR. HARDENBROOK: Valenzuela or Karen
7 VanNostrand. Did you ask Karen for her receipts?

8 MR. ROBLES: She actually provided them
9 directly to the auditors, so I think they do have
10 receipts. I did not get a copy of her receipts or
11 her responses. So when we -- we got several sets. I
12 got a set saying, hey, these are your issues, Andrew
13 Robles. All of the members got their own sets and
14 then there was a combined set.

15 MR. HARDENBROOK: Who paid the monthly
16 credit card bill at the local?

17 MR. ROBLES: Karen did.

18 MR. HARDENBROOK: As a practice, Mr. Robles,
19 if you had expenses and receipts, would you turn
20 those in to Karen?

21 MR. ROBLES: Yes.

22 MR. HARDENBROOK: And then Karen would
23 maintain the file to prepare for the trustees'
24 report?

25 MR. ROBLES: Correct. I would submit them

1 digitally, send them to her. She would put them in a
2 file. She would prepare the expense report, take
3 care of the expense.

4 If there was missing receipts, she would
5 send me an e-mail saying, hey, you missed these
6 receipts. If I didn't get to it or couldn't get to
7 it, she would write up the missing receipt affidavit
8 and also attach the credit card statement that had
9 the time, place, location, and expense with the
10 missing receipt affidavit.

11 MR. HARDENBROOK: So you were part of Local
12 1224?

13 MR. ROBLES: Yes.

14 MR. HARDENBROOK: And you were an ExCo under
15 Local 1224, right?

16 MR. ROBLES: Yes, uh-huh.

17 MR. HARDENBROOK: So under 1224, did you
18 have any expenses?

19 MR. ROBLES: We had lots of expenses. I
20 didn't have a credit card, but we did have expenses
21 and we would fill out the same exact expense report,
22 send it in, and then we'd get reimbursed.

23 MR. HARDENBROOK: When you did those expense
24 reports when you were part of 1224, did you have to
25 write the names of the attendees and what it was for?

1 MR. ROBLES: Yes, uh-huh.

2 MR. HARDENBROOK: Okay. My next question or
3 series of questions is just -- and I don't want to
4 convolute this, but FPL.

5 MR. ROBLES: Sure.

6 MR. HARDENBROOK: I'm just trying to make
7 this work in my head. You've got your Exhibit 14, if
8 you turn to that.

9 MR. ROBLES: Okay.

10 MR. HARDENBROOK: And before we get to that,
11 just so you could have that marked or handy, your
12 Exhibit 22.

13 MR. ROBLES: Okay.

14 MR. HARDENBROOK: So this is the declaration
15 of Scott Hegland dated on Page 3 or executed on the
16 9th day of October, 2024.

17 MR. ROBLES: Yes.

18 MR. HARDENBROOK: If you go to 5, No. 5 on
19 Page 1, last sentence of that paragraph, after the
20 comma, "Unlike my experiences at Local 747, Captain
21 Robles and I were the only two individuals who were
22 working every day on the initial startup with Local
23 2118 until we hired our secretary, Karen
24 VanNostrand."

25 When was Karen hired?

1 MR. ROBLES: Within the first year, I
2 believe. I don't recall the exact date.

3 MR. HARDENBROOK: So this is referencing
4 2020?

5 MR. ROBLES: Yes, that sounds correct. I
6 think we may -- probably less than four months, we
7 went without a -- less than that -- a secretary, we
8 were interviewing. It was pretty hard because we had
9 to do online interviews because of COVID.

10 MR. HARDENBROOK: What tasks did Karen take
11 off of you when she was hired?

12 MR. ROBLES: So initially we looked for
13 somebody that had an accounting background and so
14 initially that's what she started doing. She started
15 putting together the trustee reports, putting
16 together a PDF that -- we got PDF software. She
17 would bookmark all of the expenses.

18 She also -- we had a huge grievance software
19 issue and we were still developing the software that
20 would handle our grievances; so during that time she
21 was manually bookmarking them for the grievance
22 hearings. We just had a lot of, like, busybody work
23 because we didn't have automated processes yet.

24 MR. HARDENBROOK: And then at the top, just
25 right below that in 6, "Before and during the initial

1 trusteeship with Local 2118, I knew that Captain
2 Robles was taking Flight Pay Loss while working on
3 union business, which occurred daily during the
4 trusteeship."

5 Which we have determined to be between
6 May 2020 and first quarter 2022?

7 MR. ROBLES: Yeah, that sounds correct.

8 MR. HARDENBROOK: Skip to the next page,
9 Page 10 -- excuse me, Page 2, No. 10, and where it
10 says, again, "Captain Robles was doing union work on
11 a daily basis so I understood that taking 120 hours
12 of Flight Pay Loss each month was not unreasonable."

13 So now I want you to turn to your
14 Exhibit 14.

15 MR. ROBLES: Okay.

16 MR. HARDENBROOK: So we are looking at the
17 time frame from May of 2020, where the trusteeship
18 started, and according to this declaration, you and
19 Scott Hegland worked every day on the initial
20 startup. So from May of 2020 through April -- March,
21 April of 2022 as the assistant trustee.

22 MR. ROBLES: No, I think, like I stated
23 before, in January, towards the end of January 2022,
24 is when we got out of trusteeship, so it would have
25 been the end of --

1 MR. HARDENBROOK: So it was just backdated?

2 MR. ROBLES: Right.

3 MR. HARDENBROOK: So end of January, so not
4 quite two years?

5 MR. ROBLES: Correct.

6 MR. HARDENBROOK: Okay. So if you turn to
7 your Exhibit 14, this shows your Flight Pay Loss
8 beginning in June of 2020, is 80 hours that month,
9 right?

10 MR. ROBLES: I see that, yes.

11 MR. HARDENBROOK: And it goes up to 96, down
12 in December to 20 hours -- '21, 80, 92, 96, 108, 88,
13 92, 104. And then in January of '22, it goes up to
14 112, 116, and then it seems to balance out at that
15 120 mark, right?

16 MR. ROBLES: Yes, sir.

17 MR. HARDENBROOK: So this document that you
18 produced from Mr. Hegland references a time frame
19 starting in May of 2020 and then goes on to state
20 that he understood, because you were working on a
21 daily basis, the 120 hours of Flight Pay Loss.

22 Why did that not start until seven --
23 19 months later?

24 MR. ROBLES: A couple of things. I was
25 still flying, so even though this is reflected Flight

1 Pay Loss, that wasn't my actual pay. In the video I
2 talked about how to take a certain amount of Flight
3 Pay Loss and then I would fly a couple of trips. And
4 while I was working every day on something for the
5 local, I don't think there's ever a day off that the
6 principal officers get. That didn't mean I was
7 taking a Flight Pay Loss day.

8 When he is referencing every day, I don't
9 think he is really -- he is saying just every day in
10 general, not that I'm on a Flight Pay Loss day.

11 MR. HARDENBROOK: Understood. So how many
12 hours were you flying in June of 2020?

13 MR. ROBLES: I'd have to look at my pay
14 sheet, but what I did do was I looked at the average
15 for the year, how much actual PCH value was for the
16 year, and I believe, if I'm correct -- actually, I
17 don't know, I didn't look at 2020. I looked at '21,
18 '22, and '23, and what I did was I pulled all my pay
19 sheets and looked at the pay stubs.

20 MR. HARDENBROOK: You had an analysis in
21 here from others, if I'm not mistaken, right?

22 MR. ROBLES: Yes.

23 MR. HARDENBROOK: Bear with me while I find
24 it.

25 MR. ROBLES: Let me see where it's at.

1 MR. HARDENBROOK: One of them is in
2 Exhibit 17. That's different airlines, though,
3 correct?

4 MR. ROBLES: Correct, yeah.

5 MR. HARDENBROOK: That's the Allied pilots?

6 MR. ROBLES: American Airlines, right.

7 MR. HARDENBROOK: Oh, they're represented by
8 the APA?

9 MR. ROBLES: Yes, sir.

10 MR. HARDENBROOK: Okay. Go to Exhibit 15.
11 That's what you justified your hours on, I believe,
12 when you told us about the 120.

13 MR. ROBLES: Yes, this was a spreadsheet
14 that was pulled from the pilot pay.

15 MR. HARDENBROOK: And then you referenced in
16 '21 that you averaged 106 PCH. I missed what you
17 said for '22, but for '23 you referenced 126 PCH.

18 MR. ROBLES: I believe it was at 110 for
19 '23. I think it went 106, 112, 100, I believe. I'd
20 have to look at my document. It went up and it went
21 down.

22 MR. HARDENBROOK: What is the 80 percent of
23 the -- when you were explaining the 80th percentile,
24 which document were you referring to, was that
25 Exhibit 15?

1 MR. ROBLES: Yes, it would have been 15.
2 What we did was we pulled all the pilots that were at
3 my pay at the time. I'd have to look at what I have
4 here, but I believe there was 207 pilots that were at
5 my seniority that made 120 or greater. Sorry, 207
6 pilots that were at my seniority and at the 80th
7 percentile, there was 22.2 percent of all pilots made
8 120 percent or greater. So that's how I figured out
9 the 80th percentile at my seniority.

10 MR. HARDENBROOK: Gotcha. So when you go
11 back to 14 you show in August of '23, 124 hours PCH.
12 Is that FLP or PCH?

13 MR. ROBLES: That's PCH.

14 MR. HARDENBROOK: I just wanted to make sure
15 I got it right. Why is that above 120?

16 MR. ROBLES: So I believe that was they
17 underpaid me and then they had to pay me back, if my
18 recollection is correct. I had 64 hours, 64 hours --
19 I'd have to go pull my pay sheets -- I believe. But
20 I'm not 100 percent certain on that one.

21 Or the other alternative, it could have been
22 one of those months where they overlapped and I did
23 30 days and then normally I would do, like, a day
24 off, but it touched on them, so I ended up having
25 31 days on that, I think it was a 30-day bid period.

1 MR. HARDENBROOK: Is there an explanation in
2 the minutes for that?

3 MR. ROBLES: I don't know that there is. We
4 talked about the -- no, I don't think so.

5 MR. HARDENBROOK: Okay.

6 MR. ROBLES: No. And that was one of the
7 reasons that we were looking at changing the Flight
8 Pay Loss to bid periods because it was difficult
9 sometimes to figure out when the bid was rolling
10 over. We had a calendar and I could select the days,
11 but if I picked 30 days versus 31 days or if I picked
12 30 days and then it touched the previous month, but
13 the bid period began on the previous month, if that
14 makes sense, it would capture 31 days.

15 MR. HANSON: I'm sorry, I just want to
16 clarify, does the panel understand the phrase "bid
17 period" for the Allegiant Pilots Association? I'm
18 not sure he was given an explanation of that.

19 MR. HARDENBROOK: We're good and personally
20 I don't need that for the questions I'm asking.
21 That's up to Mr. Robles to -- I understand as you
22 just phrased it. I don't need in the weeds. I'm
23 going to take on face value what you tell me to be
24 true. So I don't need that for where I'm going with
25 this.

1 MR. ROBLES: Sure.

2 MR. HARDENBROOK: So contractually, if
3 you're on long-term -- fill in the word for me,
4 long-term --

5 MR. ROBLES: Long-term union business.

6 MR. HARDENBROOK: Long-term union business,
7 does the contract state that you cannot bid on those
8 schedules?

9 MR. ROBLES: I don't know that it doesn't
10 say -- states that you can't, but so here's the thing
11 and there's some phraseology, and if I'm getting in
12 the weeds, please excuse me.

13 But there's a phraseology that keeps going
14 back and forth between full-time versus long-term and
15 those are kind of used interchangeably. The issue is
16 if I bid -- there's a certain amount of days in a
17 month and a pilot has to bid within that. Then the
18 company determines how many PCH you must bid. You
19 might have to bid 80 for that month, you might have
20 to bid 90 for that month.

21 If they make that line credit window,
22 meaning I'm going to bid at the bottom of it, I only
23 want to work the minimum, but they're requiring me to
24 work 80 for the month. When I go over 80, like if I
25 put enough preplanned Flight Pay Loss in, the system

1 will say you met the criteria and there's no bid
2 that's awarded to you.

3 So the entire time that you are putting
4 enough Flight Pay Loss in, which is normally around
5 80, no bid is processed for that pilot. So the
6 entire time that I was taking 90 PCH, 96 PCH, I
7 didn't receive any flights, no assignments.

8 So when Scott Hegland or myself are
9 referring to full-time, that's what I mean. I'm not
10 actually flying. The only time I get to fly is if
11 I'm picking up on a day off or a day that's not
12 blocked with union business.

13 MR. HARDENBROOK: I understand.

14 MR. ROBLES: Okay.

15 MR. HARDENBROOK: So when you are on
16 long-term union business under Section 24 of the
17 contract, I'm looking at 24, Section C, Subsection C.
18 I think that's where you took us, C1C. Excuse me, 24
19 C1C.

20 MR. ROBLES: Yes.

21 MR. HARDENBROOK: You took us there
22 yesterday. So you continued to receive the benefits
23 on the same basis as other active pilots, continued
24 participation in the company's travel pass policy and
25 retirement plan, the company group insurance and

1 other health and welfare plans, provided he continued
2 to pay his portion of the premiums.

3 Were you paying your premiums?

4 MR. ROBLES: Well, no, the company -- I
5 wasn't on a leave. The only time you have to pay a
6 premium is if you're on a leave.

7 Oh, my portion of it, yeah, I guess it
8 automatically comes out, yes, sir.

9 MR. HARDENBROOK: Unless the union advises
10 the company otherwise. So then it goes into the
11 Flight Pay Loss, 24 C2I?

12 MR. ROBLES: Yes, sir.

13 MR. HARDENBROOK: This is for all union
14 business days that have been blocked as a known
15 absence, so you're on long-term union business?

16 MR. ROBLES: Correct.

17 MR. HARDENBROOK: Does that apply here,
18 that -- what I just read?

19 MR. ROBLES: It does apply to long-term,
20 yes.

21 MR. HARDENBROOK: Okay. So that indicates
22 that you are not bidding for that bid cycle?

23 MR. ROBLES: Not necessarily. That just
24 means there's no duty on that day. The not bidding
25 part is just organic because we met the line credit

1 requirements. So it says "no trip" or "duty dropped"
2 and I made a reference to the fact that "I" does not
3 specifically reference short-term union business
4 because it covers both.

5 "I" says "with respect to a pilot on
6 short-term," now it's just talking about short-term,
7 and then it talks about flights being dropped and so
8 the Flight Pay Loss on 2 is kind of a misnomer
9 because "I" clearly is not dropping a flight, it's
10 talking about nothing on your schedule.

11 MR. HARDENBROOK: Yeah, I'm not referencing
12 "II". I'm only -- 24, C2I, and I'm trying to break
13 it off to eat the elephant so I can understand this.
14 I don't want to talk about any other section, just 24
15 C2I.

16 MR. ROBLES: Okay.

17 MR. HARDENBROOK: So for all union business
18 days that have been blocked as a known absence -- so
19 you're on long-term union business, so that's blocked
20 as a union absence, correct?

21 MR. ROBLES: Correct.

22 MR. HARDENBROOK: The value of the known
23 absence shall be four PCH per day?

24 MR. ROBLES: Correct.

25 MR. HARDENBROOK: So the max you could have

1 in a 30 calendar day month is 120?

2 MR. ROBLES: Correct.

3 MR. HARDENBROOK: Okay. Go to 24 B3.

4 Because I think this is telling me the inverse of
5 where I was going. It's a negative. "A current and
6 qualified pilot who returns from long-term union
7 business after bids have closed shall be assigned a
8 composite line."

9 So when you return, you missed out on that
10 month's bid, you're just -- composite line, is that
11 whatever is left over?

12 MR. ROBLES: Exactly.

13 MR. HARDENBROOK: Okay. Turn to Page 311 of
14 that Charging Party's Exhibit 20, the collective
15 bargaining agreement at that time, and what we're
16 looking at is Section CC.

17 MR. ROBLES: Okay. Yes.

18 MR. HARDENBROOK: I think it tells us
19 earlier on in the contract where to go to CC. Pay
20 rates, article or Section 3, Subsection B, "Pilots
21 shall receive an hourly pay rate based on their
22 position and longevity with the company. The hourly
23 pay rates are listed in Subsection 3 CC of this
24 agreement. Except as otherwise provided in this
25 agreement, pilots shall be paid the monthly minimum

1 guarantee and/or the pay credit hour set forth in
2 Subsection 3 CC below."

3 So when I go to 3 CC -- first of all, you're
4 a captain, right?

5 MR. ROBLES: Yes.

6 MR. HARDENBROOK: So CC 1 applies to you?

7 MR. ROBLES: Are you looking at the -- this
8 one right here, yeah, that would apply to me.

9 MR. HARDENBROOK: Okay. So that takes me
10 over to the next page, under "Captains," and it's a
11 table. The column at the very left is "Longevity"
12 and goes 1 through 12. I assume that's years of
13 service?

14 MR. ROBLES: That's correct.

15 MR. HARDENBROOK: And you were 12 years?

16 MR. ROBLES: 12 years, I was topped out,
17 yes.

18 MR. HARDENBROOK: So what's DOS?

19 MR. ROBLES: Date of signing. That was the
20 date that the contract was signed on, plus five.

21 MR. HARDENBROOK: So you would be at the
22 very bottom right of that?

23 MR. ROBLES: Correct. Highest pay rate.

24 MR. HARDENBROOK: 232?

25 MR. ROBLES: Correct.

1 MR. HARDENBROOK: What does that dollar
2 amount reflect, per hour?

3 MR. ROBLES: PCH, per PCH.

4 MR. HARDENBROOK: So for -- one PCH equals
5 \$232 per hour?

6 MR. ROBLES: Correct.

7 MR. HARDENBROOK: Bear with me. I've got to
8 bring out the old calculator.

9 So four hours a day is what you can bill?

10 MR. ROBLES: Correct.

11 MR. HARDENBROOK: In '24. 232 per hour as a
12 captain topped out is what 3 CC 1 refers us to,
13 because you're a captain. Topped out at that time is
14 232 per hour at four -- is four PCH or four FPL?

15 MR. ROBLES: Same.

16 MR. HARDENBROOK: Same --

17 MR. ROBLES: So, Flight Pay Loss, it
18 literally says it's Flight Pay Loss and then it says
19 it's four PCH per day.

20 MR. HARDENBROOK: Understood. I gotcha. So
21 at 232 an hour times four, that's \$928 per day?

22 MR. ROBLES: Essentially, yes.

23 MR. HARDENBROOK: So times 30 days, that's
24 27,840?

25 MR. ROBLES: Yes, but there's also a premium

1 pay on that. So anything over 81 hours goes 1.3.

2 MR. HARDENBROOK: Where's that at?

3 MR. ROBLES: That's at 3 -- I should have
4 this memorized. 3 Echo, it's on Page 3-2, 3 Echo 1.
5 There's a whole bunch of extra paper, but that would
6 be the only one that would apply if you're not
7 flying.

8 MR. HARDENBROOK: So you are a pilot?

9 MR. ROBLES: Yes.

10 MR. HARDENBROOK: We can stipulate to that.
11 Were you awarded or picked open time?

12 MR. ROBLES: Did I pick up open time? No.

13 MR. HARDENBROOK: Including VFN?

14 MR. ROBLES: No.

15 MR. HARDENBROOK: What is VFN?

16 MR. ROBLES: Voluntary flying notification.
17 That's at 200 or 232 percent pay.

18 MR. HARDENBROOK: "Over 81 PCH in a bid
19 period shall be paid at 130 percent for all PCH in
20 excess of 81."

21 So you had more than 81 PCH in a bid period?

22 MR. ROBLES: Correct.

23 MR. HARDENBROOK: But you didn't bid?

24 MR. ROBLES: I did not bid. So it was
25 awarded, though. So you got to go back to the pilot

1 who was awarded or picks up open time. So if you're
2 awarded anything -- and the way that this reads is
3 anything in excess of 81 and we did have an
4 arbitration on this particular subject matter for
5 different --

6 MR. HARDENBROOK: You bargained it. I'll
7 take your word for it here.

8 So walk me through, then, with the 3 CC, the
9 max at 232, so it's actually going to be 232 times
10 four up to 80 is going to be paid at 928 a day?

11 MR. ROBLES: 81.

12 MR. HARDENBROOK: Up to 81.

13 MR. ROBLES: Yeah, 81. And then the way
14 that it reads is anything over 81.

15 MR. HARDENBROOK: You are correct, sir. So
16 928 times 81 -- it's actually 232 times 81?

17 MR. ROBLES: Correct.

18 MR. HARDENBROOK: Is 18,792. So then 232,
19 what is it, 130 percent?

20 MR. ROBLES: It's 1.3.

21 MR. HARDENBROOK: So 232 times 1.3 is
22 301.60?

23 MR. ROBLES: So it's times the PCH, it's
24 not -- it works out a little bit different. So you
25 take the PCH value that's above. It would be 39 PCH

1 times 1.3.

2 MR. FOGELSANGER: It changes it slightly.

3 MR. HARDENBROOK: Let's do my math and then
4 we will do it your way. So the hourly rate explained
5 in 3 CC maxes at 232, so that's similar to your
6 straight-time pay is what that would be for the first
7 81 hours?

8 MR. ROBLES: Exactly.

9 MR. HARDENBROOK: Then we have to go to the
10 120 total PCH per month?

11 MR. ROBLES: Correct.

12 MR. HARDENBROOK: Minus 81, leaves us
13 39 hours?

14 MR. ROBLES: Uh-huh.

15 MR. HARDENBROOK: At that 130 percent rate?

16 MR. ROBLES: Correct.

17 MR. HARDENBROOK: 39 times 301.60 is
18 11,762.40. Are you checking my math?

19 MR. ROBLES: I'm watching him do it. He is
20 pretty good at it.

21 MR. HARDENBROOK: So we have 11,762.40 plus
22 18,792 for a total of 30,554.40. That's the max you
23 can make in a month, in a 30-day month?

24 MR. ROBLES: In a 30-day month, yeah, I
25 believe so. I think that's how it works out. I

1 don't think there's any -- there might be some way,
2 can you think of any other way? Yeah.

3 MR. HARDENBROOK: So I'm going back to your
4 Exhibit 14 and I'm taking your 2023 actual salary.
5 Even though this contract expired '21, is this still
6 in play?

7 MR. ROBLES: Yes, the contract doesn't
8 expire.

9 MR. HARDENBROOK: These rates are still --

10 MR. ROBLES: Yes.

11 MR. HARDENBROOK: Okay. I gotcha. I just
12 wanted to make sure. I kind of tracked that through
13 this. So the max you could make in a year is
14 \$366,652.80, correct?

15 MR. ROBLES: Yes. But there is -- there are
16 the bonuses also. You get bonuses from the company,
17 profit sharing. That wouldn't be reflected on here.
18 But I'm just trying to think if there's any other
19 pay. He said it was about 30,000 under the max.

20 MR. HARDENBROOK: Exhibit 14 states that
21 your actual salary was 336,028.92, but what was
22 reported on the LM-2 was 374,842.

23 MR. ROBLES: Okay.

24 MR. HARDENBROOK: So I'm just trying to
25 understand your contract. You guys bargained this.

1 I didn't. I'm familiar with bargaining, but I'm just
2 trying to back into this number so there's no
3 question about it.

4 As I see it in a 30-day calendar, which is I
5 think what you came up with to use the 120 PCH max in
6 a month to take you to the 80th percentile of the
7 pilots with -- at Allegiant with your seniority.

8 So explain to me the profit sharing. I saw
9 this, I saw that in the contract briefly. I believe
10 it was in -- it was either in 3 or in 24. Oh, there
11 it is right there in DD, profit sharing.

12 "Pilot shall participate in the company
13 profit-sharing program on the same terms as all other
14 employees participating in the company profit-sharing
15 program."

16 MR. ROBLES: It's going to get there, yeah.
17 It's different however the company does it.
18 Sometimes they pay us more, sometimes they pay us
19 less.

20 MR. HARDENBROOK: I get you. That's that
21 fancy math that none of us can back into?

22 MR. ROBLES: Yeah.

23 MR. HARDENBROOK: I understand. But was
24 that reimbursed by the local union?

25 MR. ROBLES: No.

1 MR. HARDENBROOK: So how do you get above
2 366,652.80?

3 MR. ROBLES: Okay. If you can help, let me
4 try to answer it. The LM-2 -- so when we would get
5 billed, the company would only pay Flight Pay Loss
6 like every three months. Sometimes it would go four
7 months without paying. So we'd have to send them
8 something.

9 So the LM-2 is based off of when the checks
10 got cut, so because of the way it's Flight Pay Loss.
11 So we had this conversation with Calibre. On some
12 years it may not report my LM-2, on the following
13 year it's going to report, because I have 13 or 14
14 pay periods versus 12 pay periods because of how it
15 was paid.

16 MR. HARDENBROOK: So they paid based on when
17 you invoiced them?

18 MR. ROBLES: I believe it's when it's paid
19 by the company. Oh, that's right, it's when it's
20 invoiced.

21 MR. FOGELSANGER: 120 days to invoice.

22 MR. HARDENBROOK: So the company would
23 invoice the union. Would they pay you monthly?

24 MR. ROBLES: They paid me monthly because I
25 was paid by the company and then I would invoice the

1 union. And so we might get a big, you know, big huge
2 chunk that we would have to pay for Flight Pay Loss
3 three or four months later.

4 MR. HARDENBROOK: But if it's 120 PCH, how
5 is it different month to month, other than a 28-day
6 month versus a 31-day month?

7 MR. ROBLES: Well, it isn't.

8 MR. HARDENBROOK: It would be the same
9 across the board if were 120?

10 MR. ROBLES: If it was a 30-day bid period,
11 yes. Maybe I'm not tracking. What are you asking?

12 MR. HARDENBROOK: You only billed 120 PCH
13 per month?

14 MR. ROBLES: Yes.

15 MR. HARDENBROOK: Whether it was a 28-day
16 month or a 31-day month, you're just using a 30-day
17 average, right?

18 MR. ROBLES: Yes.

19 MR. FOGELSANGER: If you look --

20 MR. HARDENBROOK: You're going to need to
21 use the microphone.

22 MR. FOGELSANGER: Sorry. If you look in
23 Section 15, it talks about how the bid periods are
24 and they balance to a 30-day month. So February is
25 actually January 31st to March 1st, so they balance

1 out the bid periods along a 30-day calendar.

2 So that's why it's a 30-day period for each
3 one. Even though it might not be the individual
4 month is 30 days, but that's how the bid periods are
5 billed just to keep continuity for the company.

6 MR. HARDENBROOK: So are you using the term
7 "bid period" synonymously with "month"?

8 MR. FOGELSANGER: Yes, because there's 12
9 bid periods, but those months might overlap.

10 MR. HARDENBROOK: But he is not bidding.
11 We've already ascertained that.

12 MR. ROBLES: But that's how they pay?

13 MR. FOGELSANGER: Yes.

14 MR. HARDENBROOK: I got you. Therefore, it
15 would be the same as a month.

16 So you should not receive pay in excess of
17 120 PCH in any given month unless -- I mean you pay,
18 you, Mr. Robles, pay from Allegiant Airlines should
19 not exceed 120 PCH per month? I'm not asking about
20 when it was reimbursed to the company.

21 MR. ROBLES: I believe that's correct, yes.
22 So there is -- he just pointed out there's vacation
23 pay as well. And I don't know if you're looking at
24 October, November. Maybe that's not even a question
25 you're asking, but I still get paid vacation on those

1 vacation days.

2 We have to preallocate those, so I block
3 those days as now a vacation day and I can't put a
4 union business day on those, that's why some of these
5 months are much lower, 64 PCH or etcetera.

6 MR. HARDENBROOK: Okay. I understand, I
7 wasn't asking about that. And I'm not going down
8 that --

9 MR. ROBLES: I just want to make sure I'm
10 transparent.

11 MR. HARDENBROOK: I just needed to
12 understand the PCH and how you backed into what
13 you're saying and I think you've answered my
14 questions.

15 MR. ROBLES: Okay.

16 MR. DeWEESE: I've got something else. To
17 the charged party, I've heard repeatedly from you all
18 that you guys were seeking training and were going to
19 get training during COVID; is that correct?

20 Okay. I see a lot of nods there.

21 How many of you all were the original EBoard
22 that came in existence as the trusteeship was ending?

23 MR. CAWLEY: All of us except for Kenneth
24 Seiden.

25 MR. DeWEESE: And I'm just asking this for

1 clarification.

2 MR. HARDENBROOK: Hold on real quick.

3 Mr. Hanson raised his hand online. That needs to be
4 reported.

5 Mr. Rockwood, were you --

6 MR. ROCKWOOD: Yes, sir.

7 MR. HARDENBROOK: Okay. The rest of it --
8 just Mr. Seiden is excluded.

9 MR. DeWEESE: Okay. If you turn to the
10 Charging Party's Exhibit 5, if you would. And I'm
11 trying to understand your all's knowledge here as an
12 executive board.

13 If you look at -- of course this is a letter
14 for the record, dated December 22, 2021, to James
15 Hoffa and this was written by Captain Scott Hegland,
16 trustee for 2118 during that time, where he is
17 essentially writing his last final trustees' report,
18 or hoping to, and essentially giving Mr. Hoffa,
19 President Hoffa an overview of where this local is
20 at.

21 If you turn to Page 2 and the bottom
22 paragraph, it says "Since the election, the
23 officers-elect have gone through new officer
24 leadership training and have been acting as the de
25 facto EBoard under the watchful eyes of the trustee

1 and myself.

2 "They have been meeting regularly,
3 developing policies and new committee positions and
4 when completed, present the recommendations and
5 requests to Captain Robles and myself for approval.

6 "The EBoard manages the local's extensive
7 volunteer pilot committees and safety structure," and
8 it goes on and on.

9 I mean, isn't when you're under trusteeship,
10 isn't that like essentially training wheels?

11 MR. ROBLES: It could have been.

12 MR. DeWEESE: So you were trained on how to
13 run the local, correct?

14 MR. ROBLES: And we continued to run it in
15 the same manner that we were trained to run it in,
16 yes.

17 MR. DeWEESE: Thank you.

18 MR. ROBLES: Yes, sir.

19 MR. HARDENBROOK: Okay. We're going to take
20 about a five-minute caucus. I think it's probably a
21 good time for a bathroom break anyway and this panel
22 is just going to discuss our next steps moving
23 forward and just make a final decision on the steps
24 moving forward so you don't have to lay awake tonight
25 or something like that.

1 So we will go off the record.

2 (Whereupon, a recess was taken.)

3 MR. HARDENBROOK: We're going to go back on
4 the record. It is 3:06 p.m. Thank you for coming
5 back in timely.

6 I'm going to -- we, I shouldn't say I -- the
7 panel has caucused and this is what we're going to
8 do. We're going to offer you two options for a
9 summation, rebuttal, whatever you want to call it,
10 your catchall, your finish.

11 And I would like you to, both parties, be
12 able to go caucus with their counsel and have an
13 opportunity to help draft a summation.

14 I think the hearing rules and procedures
15 that were cited yesterday morning, what I read talks
16 about there shall be -- "each party shall be afforded
17 an opportunity to give an opening statement at the
18 commencement of the hearing --" that's been done
19 " -- and a summation of their presentation at the
20 conclusion of the hearing."

21 There is no constitutional requirement for
22 written briefs at the end or some time-delayed
23 written briefs. I was entertaining -- we were
24 entertaining it. And that's how we came up with what
25 we're going to offer you, both parties, as a

1 solution.

2 Either go meet with your counsel -- we know
3 it's late, I don't know -- I know you're from the
4 Tennessee area. Could be 5:00, could be 6:00 back
5 there now. So to be fair, we're going to offer you
6 to come back. Go meet with your counsel, come back
7 at either 8:00 a.m. tomorrow morning or 2:00 p.m.
8 tomorrow morning [sic] and you'll each be given 30
9 minutes. Both sides will be given 30 minutes to
10 provide their summation, which would include a
11 rebuttal, if needed. Whatever you want to tell us is
12 what we're going to accept as your either summation,
13 rebuttal, whatever you want to call it.

14 So having said that, what would you rather
15 do, 8:00 a.m. or 2:00 p.m.?

16 MR. ROBLES: 8:00 a.m.

17 MR. CAWLEY: I think most of us would prefer
18 earlier for the travel back home, if possible.

19 MR. HARDENBROOK: 8:00 a.m.

20 MR. ROCKWOOD: 8:00 a.m.

21 MR. HARDENBROOK: Mr. Hanson, does 8:00 a.m.
22 work for you and Mr. Seiden?

23 MR. HANSON: Yes, sir. I guess I get an
24 extra hour, but 8:00 a.m. works for me. If you don't
25 mind, I'll just check in with Jim in the office to

1 make sure I'm not inconveniencing them. I think
2 they'll be accommodating. They're being very kind.

3 MR. HARDENBROOK: Tell Jim I don't care.
4 I'm friends with Jim. I can say that.

5 MR. HANSON: Good, sir.

6 MR. HARDENBROOK: For the trustee, does 8:00
7 a.m. Pacific time -- I shouldn't say that. So,
8 Mr. Seiden, you don't get an additional hour. Only
9 Mr. Hanson would get an additional hour.

10 MR. SEIDEN: No, as of now I don't have
11 child care for either time tomorrow.

12 MR. HARDENBROOK: How old is your baby?

13 MR. SEIDEN: However, I would -- I would
14 have no problems ceding my time to the rest of the
15 charged parties to address.

16 MR. HARDENBROOK: I was going to ask you if
17 you could take your baby with you.

18 MR. SEIDEN: She's two weeks old and this is
19 a two-hour drive for me.

20 MR. HARDENBROOK: Never mind.

21 What's your position, Trustee?

22 MR. UNTERSEHER: So, it's -- to understand
23 it's whatever we want to put on in that 30 minutes?
24 We would have 30 minutes to introduce an exhibit,
25 make a statement?

1 MR. HARDENBROOK: No, let me be clear. The
2 exhibits that are in the record that have been read
3 into the record are the totality of the exhibits.
4 There will be no more exhibits. There is no more
5 anything. This is the totality of the exhibits.
6 What's been introduced as exhibits, that's final. So
7 don't try and introduce any additional exhibits.

8 Does the charged party anticipate having an
9 exhibit or evidence that would perjure or contradict
10 a witness' testimony?

11 MR. ROBLES: We weren't planning on doing
12 anything like that.

13 MR. HARDENBROOK: The only reason I ask the
14 question is if maybe it's something we could consider
15 as a panel when it comes in. I just don't want any
16 tricks. I don't want any slight of hand or, oh, here
17 is the picture.

18 MR. UNTERSEHER: No, sir, no slight of hand.
19 It goes to our Exhibit 13, which needs one more page
20 and I do have that.

21 MR. HARDENBROOK: Well, do it now then.

22 MR. UNTERSEHER: I can share it with the
23 parties then?

24 MR. HARDENBROOK: Let me look at the
25 exhibits real quick.

1 Greg, let me see a copy of it.

2 MR. UNTERSEHER: Jim is bringing it up.

3 MR. HARDENBROOK: Oh, this is the MOU?

4 MR. UNTERSEHER: Yes, to be clear, the
5 e-mail trail that we did introduce, this is the
6 referenced MOU on that, not the language that was
7 inserted.

8 MR. HARDENBROOK: Isn't there already an MOU
9 in the record that you -- both parties have referred
10 to?

11 MR. ROBLES: I believe we entered it, yeah,
12 we entered the actual MOU into the exhibit.

13 MR. HARDENBROOK: Yeah, that's what I
14 thought. I've seen it. Let me make sure we're
15 talking about the same thing.

16 MR. UNTERSEHER: Mr. Chairman, different
17 MOU, the one that was discussed, I believe, by their
18 side was the 2018 Local 1224 MOU.

19 MR. HARDENBROOK: The MOU that the charged
20 party references in its Exhibit 5 and then has a 2018
21 MOU, titled -- at the end Teamsters Local 1224.

22 Is that saying something different than the
23 2118 MOU?

24 MR. ROBLES: So the -- I believe so. I
25 think, I don't have a copy of the actual MOU here,

1 but this MOU is not passed -- it wasn't -- it was
2 something that we drafted because I was trying to
3 figure out how to make, be on long-term but still
4 fly. But this is not something that was accepted.
5 It wasn't signed or anything like that. It was just
6 a draft.

7 MR. HARDENBROOK: So this proposed exhibit
8 that you just gave me, Greg, this is not signed and a
9 legally binding document?

10 MR. UNTERSEHER: It was passed by the party
11 to the company and rejected and I would like to show
12 it for the repair they were trying to accomplish.
13 The e-mail trail in 13 identifies that MOU.

14 MR. HARDENBROOK: The trustees' exhibits?

15 MR. UNTERSEHER: Yes, sir.

16 MR. HARDENBROOK: So your index of exhibits
17 says MOU, an e-mail correspondence?

18 MR. UNTERSEHER: Yes, sir.

19 MR. HARDENBROOK: Is this the MOU that
20 that's referencing?

21 MR. UNTERSEHER: Yes, sir.

22 MR. HARDENBROOK: Why wasn't it already put
23 in?

24 MR. UNTERSEHER: It was inadvertent, sir.

25 MR. HARDENBROOK: Inadvertent omission?

1 MR. UNTERSEHER: Yes, sir.

2 MR. HARDENBROOK: Let's pass this out and
3 just have a short discussion on it.

4 MR. UNTERSEHER: Sure.

5 MR. HARDENBROOK: Give it to the charged
6 parties so they can look at it.

7 MR. UNTERSEHER: Yes, sir.

8 MR. HANSON: Kurt Hanson. Could it also be
9 e-mailed to the remote parties?

10 MR. HARDENBROOK: So to the charged parties,
11 take just a minute and review this.

12 So before any objections, I just have a
13 couple of questions.

14 MR. UNTERSEHER: Sure.

15 MR. HARDENBROOK: Are you familiar with this
16 document?

17 MR. ROBLES: I am, yes.

18 MR. HARDENBROOK: Who wrote it?

19 MR. ROBLES: I don't remember if it was
20 myself or Erick or Scott. I don't really remember.

21 MR. HARDENBROOK: Okay. Okay. I'll just
22 say it out loud, I've purposefully agreed with all of
23 the charged parties' objections and I'm sure Trustee
24 Unterseher is probably not going to send me a
25 Christmas card because of it, but I think the intent

1 was for this to be included and listed on the index
2 of exhibits.

3 What objections do you have with this coming
4 in as evidence?

5 MR. ROBLES: The only objection I would have
6 is we would have to have time to speak on it. It was
7 not a document that was entered, signed. I don't
8 even think we passed it. I think we had a discussion
9 on it and a lot of this language ended up in a TA
10 that was signed by both parties, but that was the
11 inception of this thing.

12 We were just trying to figure out is there a
13 way that I could be on long-term union business but
14 still stay current. And if you read this whole
15 document, it essentially is giving me the ability
16 to -- I'm on long-term union business but there's a
17 pilot that has a trip and I want to tap him on the
18 shoulder, take his flight, not get additional pay at
19 all, but stay current. And that would be a service
20 to the pilot that I was taking his duty from him and
21 it would be a service to me because I wouldn't go
22 unqualified.

23 MR. HARDENBROOK: But you're not objecting
24 to its authenticity?

25 MR. ROBLES: No, it looks close to -- I'm

1 not sure, you know, what iteration or what version of
2 this it would be, but I do recall working on this
3 document and I don't think we passed it, though.
4 Maybe we did, I don't believe we did.

5 Do you remember if we passed it?

6 MR. FOGELSANGER: I don't remember, but I
7 believe --

8 MR. HARDENBROOK: Microphone.

9 MR. FOGELSANGER: Yeah, we were working on
10 this prior to being -- you being recommended by
11 Hegland to stay -- go on full-term or take that
12 long-term position in order to keep you away from
13 retribution from the company during training.

14 MR. HARDENBROOK: Yeah, it says -- when I
15 ask about challenging its authenticity, it says
16 covering a period of August 1, 2016, to July 29,
17 2021.

18 MR. ROBLES: So this was just the period of
19 time that the collective bargaining agreement
20 existed, so all my MOUs had that on top.

21 MR. HARDENBROOK: I gotcha, but that would
22 speak to the time, right?

23 MR. ROBLES: It's actually on the bottom.
24 It says dated this something of June 2021, we would
25 have been in trusteeship.

1 MR. HARDENBROOK: Copy that. So what is
2 this going to be used to show?

3 MR. UNTERSEHER: The parties' understanding
4 of the inconsistencies in Flight Pay Loss,
5 Mr. Chairman. And this is the actual -- so Page 5 of
6 that exhibit is an actual attachment to the director
7 of labor relations, William Fishburn, and a follow-up
8 e-mail also regarding it, showing a past director of
9 labor relations at Page 5 of that.

10 MR. HARDENBROOK: This exhibit --

11 MR. UNTERSEHER: Back one page.

12 MR. ROBLES: Okay, I see that.

13 MR. HARDENBROOK: Previous page. Long-term
14 business, MOU.docx?

15 MR. UNTERSEHER: Yes, sir.

16 MR. HARDENBROOK: Is this proposed?

17 MR. UNTERSEHER: Yes.

18 MR. HARDENBROOK: Okay. Is there anything
19 further on the objection?

20 MR. ROBLES: I don't think so. I'm reading
21 it. This language would be rolled into Section 24,
22 union business. That's essentially what we did. We
23 said -- you know, Scott said, okay, I don't think you
24 should continue while we're doing this process, but
25 let's roll that language into our 24 pass, which is

1 what we negotiated and ultimately it is.

2 MR. HARDENBROOK: So we're going to admit
3 this as evidence now. Is there any further
4 objection?

5 MR. ROBLES: No further objection. I don't
6 think so. Anybody else have an objection to this,
7 guys?

8 MR. HARDENBROOK: And you propose this as
9 Charging Party's Exhibit 24?

10 MR. UNTERSEHER: Sure, that would be fine,
11 yes.

12 MR. HARDENBROOK: I mean, we can put it in,
13 I don't care where.

14 MR. UNTERSEHER: Wherever. It should really
15 replace that other one but that's fine. 24 actually
16 works for us.

17 MR. HARDENBROOK: It says 24 at the top
18 right? Does your copy say 24?

19 MR. UNTERSEHER: It does.

20 MR. HARDENBROOK: Let's just write Charging
21 Party Exhibit 24 and make sure you don't have another
22 24 already.

23 (Charging Party's Exhibit 24 was
24 marked for identification and
25 admitted.)

1 MR. HARDENBROOK: Any other questions?

2 MR. UNTERSEHER: So for, I guess,
3 clarification, 30-minute summation -- oral summation
4 or written summation, sir? Oral?

5 MR. HARDENBROOK: Yeah, I don't care if you
6 write it, but, yes, it would be an oral summation of
7 either objections or just closing arguments, whatever
8 you want to call it. 30 minutes is going to be a
9 pretty firm position here.

10 Trustee, you're going to go first, so if you
11 go 31 minutes, the charged party is going to be
12 allowed to go 31 minutes, but much beyond that, we
13 will be pumping the brakes on that. So, yeah.

14 MR. UNTERSEHER: Understand.

15 MR. HARDENBROOK: Meet who you need to meet
16 with and make sure you have everything in there, but
17 no more exhibits.

18 MR. CAWLEY: I'm sorry, I just have a
19 question. There's six of us, are we making a group
20 summation? Is that what you're asking for?

21 MR. HARDENBROOK: Yes. I think that
22 everything you guys talked about is so intertwined, I
23 don't know how you would untwine it, yeah. Unless
24 Mr. Seiden or Mr. Hanson are going to say, you know,
25 those guys can float their own boats and I'll turn to

1 state's evidence today, I think we're good with one
2 as long as you can all reach a consensus.

3 MR. CAWLEY: I believe we all can, yeah.

4 MR. HARDENBROOK: Are you good with that,
5 Mr. Hanson?

6 MR. HANSON: I am, sir. Thank you.

7 MR. HARDENBROOK: Mr. Seiden, you're not
8 going to be here?

9 MR. SEIDEN: Yes. Mr. Seiden is speaking.
10 I'm okay with that and I appreciate your deference
11 for my absence.

12 MR. HARDENBROOK: Yeah. Take care of that
13 baby.

14 Okay. Nothing else? Okay. We will go off
15 the record now. We will reconvene at 8:00 a.m.
16 Pacific time.

17 (Thereupon, the proceedings were
18 adjourned at 3:25 p.m.)

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1 REPORTER'S CERTIFICATE

2 STATE OF NEVADA)
3) SS
4 COUNTY OF CLARK)

5 I, Sarah Safier, a duly certified court
6 reporter licensed in and for the State of Nevada, do
hereby certify:

7 That I reported the taking of the proceedings
8 at the time and place aforesaid;

9 That I thereafter transcribed my shorthand
10 notes into typewriting and that the typewritten
11 transcript of said proceedings is a complete, true
and accurate record of provided at said time to the
best of my ability.

12 I further certify that I am not a relative,
13 employee or independent contractor of counsel of any
14 of the parties; nor a relative, employee or
15 independent contractor of the parties involved in
16 said action; nor a person financially interested in
the action; nor do I have any other relationship with
any of the parties or with counsel of any of the
parties involved in the action that may reasonably
cause my impartiality to be questioned.

17 IN WITNESS WHEREOF, I have hereunto set my
18 hand in the County of Clark, State of Nevada, this
19 5th day of November, 2024.

20

21

22

23

24

25


SARAH SAFIER, CCR 808

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