

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

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RAZA SIDDIQUI, MARCUS  
CROSBY, ANNA BASSETT, DOUG  
WEBBER, NATHAN CANTU,  
JEFFREY CHEATHAM, and TODD  
ROBERTS,

Plaintiffs,

-vs-

NABET-CWA, AFL-CIO, CLC;  
CHARLES BRAICO, in his  
capacity as Sector President  
of NABET-CWA; LOUIS M.  
MARINARO, in his capacity as  
Sector Vice President of  
NABET-CWA; and EDWARD  
McEWAN, in his capacity as  
Temporary Trustee of  
NABET-CWA Local 41,

Defendants.

Case No. 22 C 5732

Chicago, Illinois  
November 3, 2022  
10:00 a.m.

TRANSCRIPT OF PROCEEDINGS  
BEFORE THE HONORABLE GARY FEINERMAN

APPEARANCES:

For the Plaintiffs: ASHER, GITTLER, GREENFIELD, COHEN &  
D'ALBA  
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1 (Proceedings heard in open court:)

2 THE CLERK: 22 C 5732, Siddiqui versus NABET.

3 THE COURT: For the plaintiffs?

4 MS. ANGELUCCI: Good morning, your Honor. Margaret  
5 Angelucci and Matt Pierce.

6 MR. PIERCE: Good morning.

7 THE COURT: And for the defendants?

8 MS. CHARTIER: Good morning, your Honor. Judianne  
9 Chartier, general counsel for the National Association of  
10 Broadcast Employees and Technicians, Communications Workers  
11 of America, AFL-CIO.

12 MR. FILE: And Josh File, local counsel, from the  
13 law firm Katz, Friedman.

14 THE COURT: Good morning, everyone. So, we're here  
15 for a TRO hearing. I have until now, and we'll take a lunch  
16 break at about 12:10, come back a little bit after that, and  
17 then I have a hard stop at 3:45.

18 So, have you all talked among yourselves as to which  
19 witnesses you're going to put on and how long you might be  
20 taking with each witness?

21 MS. ANGELUCCI: We have exchanged witness lists.  
22 We have not exchanged the approximate amount of time.

23 THE COURT: All right. So, who are we going to hear  
24 from from the plaintiffs' side?

25 MS. ANGELUCCI: The plaintiff, Raza Siddiqui, and

1 Marcus Crosby and possibly Anna Bassett.

2 THE COURT: And who?

3 MS. ANGELUCCI: Anna Bassett, possibly.

4 THE COURT: And then from the defense side?

5 MS. CHARTIER: Your Honor, we will call NABET-CWA  
6 president Charles Braico and, if necessary, NABET-CWA vice  
7 president Louis Marinaro and, if necessary, the temporary  
8 trustee, who is NABET-CWA Local 11 president emeritus Edward  
9 McEwan.

10 THE COURT: Sure. And who was the first person that  
11 you mentioned?

12 MS. CHARTIER: Charles G. Braico, who is the  
13 president of our union, and he's also one of the individually  
14 named defendants.

15 THE COURT: I see. And by union, do you mean --

16 MS. CHARTIER: National union.

17 THE COURT: -- the national?

18 MS. CHARTIER: Yes.

19 THE COURT: And then there's the local; and in the  
20 middle, it's not the region, it is the sector?

21 MS. CHARTIER: Well, in this case, your Honor, the  
22 sector is the national union of NABET-CWA. We are affiliated  
23 with the Communications Workers of America --

24 THE COURT: I see.

25 MS. CHARTIER: -- but under our bylaws, we have the

1 authority to impose a trusteeship over one of our own locals.

2 THE COURT: I see. All right.

3 MS. CHARTIER: And, your Honor, I would also like to  
4 point out that I put plaintiffs' counsel on notice that we did  
5 want to -- if they don't testify, we do want to call as 611(c)  
6 witnesses Mr. Siddiqui, Mr. Crosby, Ms. Bassett, and  
7 Mr. Webber.

8 THE COURT: Okay. And I know that Mr. Siddiqui and  
9 Mr. Crosby are here. Are the other two in the vicinity?

10 MS. ANGELUCCI: Not that I know of.

11 MR. PIERCE: No, your Honor, I don't think that they  
12 are available; and we didn't have any -- I mean, we got notice  
13 I think last evening of a list of names, but we haven't  
14 received any subpoenas or anything, so I believe that those  
15 individuals are working today.

16 THE COURT: Got it. All right.

17 So, anything you'd like to say before we get started?

18 MS. ANGELUCCI: I think that there was a disagreement  
19 about who should go first. Rather than waste -- since we have  
20 a limited amount of time, rather than waste the Court's time,  
21 we're willing to go first.

22 We do believe that the evidence that was presented  
23 with the declarations is sufficient; however, we have  
24 additional evidence. But I don't want the agreement for us to  
25 go first to be interpreted as an agreement that we have the

1 burden.

2 As you may know from the first couple of times we've  
3 met, there was no hearing, so there's no presumption of  
4 validity. We believe it's the defendants' burden to prove  
5 that they had a good reason to impose this trusteeship.

6 So, while we're willing to go first just to expedite  
7 matters, we don't want that to be interpreted that we carry  
8 the burden in proving that there was a good reason for the  
9 trusteeship.

10 THE COURT: Well, maybe yes, maybe no, but you do  
11 have the burden of proof on the TR0; in other words, you have  
12 to establish the likelihood of success on the merits,  
13 inadequate remedy at law, irreparable harm absent a TR0, and  
14 that the balance of harms tips in your favor, right?

15 MS. ANGELUCCI: We understand that.

16 THE COURT: All right. Defendants, anything you'd  
17 like to say before we get started?

18 MS. CHARTIER: Yes. In addition to that issue, your  
19 Honor, when plaintiffs filed their motion for a temporary  
20 restraining order under civil Rule of Civil Procedure 65,  
21 they failed to mention the bond requirement. Rule 65(c)  
22 requires that if a temporary restraining order is issued  
23 by the Court, it must be accompanied by a bond posted by  
24 plaintiffs in an adequate amount so that if the TR0 is later  
25 found to be unlawful, the non-moving party can recover the

1 expenses from the bond.

2 THE COURT: Sure. And that comes into play only if a  
3 TRO is entered.

4 MS. CHARTIER: Correct, your Honor. But since that  
5 issue was not addressed at all in plaintiffs' motion, that's  
6 why we filed leave to address the issue here today because we  
7 wanted to make sure that it was clear we are not waiving the  
8 bond requirement that must be posted by plaintiffs.

9 THE COURT: All right. We'll cross that bridge if  
10 and when we come to it.

11 Anything further from the defendants before we get  
12 started?

13 MS. CHARTIER: Nothing, your Honor.

14 THE COURT: All right. So, plaintiffs, you can  
15 present your first witness.

16 MS. ANGELUCCI: The -- we have two witnesses to call,  
17 but I wanted to present -- we filed all of these exhibits, but  
18 I wanted to go through them with you first, your Honor.

19 We have -- may I approach, your Honor?

20 THE COURT: Sure. Oh, you printed them out? Great.

21 MS. ANGELUCCI: I thought it might be easier to go a  
22 little old school like that.

23 THE COURT: Thank you.

24 MS. ANGELUCCI: And, your Honor, would you prefer us  
25 to step up or just stay at counsel's table?

1 THE COURT: Whatever you're most comfortable doing,  
2 whether it's in terms of what you normally do or during COVID,  
3 whatever you want to do is fine with me.

4 MS. ANGELUCCI: Okay. If you don't mind, I'll just  
5 stay here.

6 THE COURT: Sure. Do you have one more of these, or  
7 not? I don't want to take your only one.

8 MS. ANGELUCCI: I do for the witness.

9 THE COURT: For the witness?

10 MS. ANGELUCCI: Yes.

11 THE COURT: Okay.

12 MS. ANGELUCCI: And I can -- do you want me to --

13 THE COURT: No, that's okay.

14 MS. ANGELUCCI: Your Honor, during the discovery  
15 process, which we understand was very truncated, the plaintiff  
16 specifically asked for all documents showing the results of  
17 the triennial steward election from 2014 to the present. One  
18 of the claims made by the defendants as an underlying basis  
19 for the trusteeship was the appointment of stewards, rather  
20 than having a secret ballot election.

21 Defendants -- and that -- our request to produce is  
22 found in Exhibit A, AA-24, which is the Request to Produce  
23 No. 1.

24 Defendants did not produce any evidence that any  
25 triennial election was held in 2014, in 2017, or in 2020. The

1 defendants' response to that specific request to produce is  
2 found in Exhibit AA-19.

3           The apparent failure to hold the normally scheduled  
4 steward election, your Honor, was under three previous  
5 administrations, including Defendant Braico when he was  
6 president of Local 41 and before his election to the sector  
7 presidency. It was also under then president Villar, and  
8 then the most recent president, Willadsen.

9           We will have president Siddiqui testifying to who  
10 was in the president's office in those years, 2014, 2017,  
11 or 2020, unless the defendants want to stipulate who the  
12 presidents were during those relevant periods of time.

13           What we discovered in the discovery responses was  
14 that there were at least 48 steward appointments from 2016  
15 to the present, with only the last few under the Siddiqui  
16 administration. The evidence of those 48 steward appointments  
17 is found in Exhibits AA-1 to AA-18.

18           These were the appointments that made their way into  
19 the meeting minutes, so we can't be sure that this is even an  
20 exhaustive list; but there's 48 appointments.

21           In addition, your Honor, based on our last hearing,  
22 the Court looked at the absence of language in the bylaws for  
23 the appointment of stewards as compared to the appointment of  
24 officers. We would like to point out that until 2020, the  
25 bylaws were similarly silent on the appointment of officers.

1           For example, in the 2018 bylaws, there was no such  
2 provision, the 2018 bylaws or in Exhibit AA-20. The 2018  
3 bylaws, which did not provide for the appointment of officers,  
4 were in place when Jorge Lara was appointed to the secretary  
5 position in 2019.

6           About a year after that appointment, the bylaws were  
7 amended to allow for the appointment of officers subject to  
8 E Board approval. That bylaw change was approved by defendant  
9 Braico. The evidence of that is in Exhibit Q, Exhibit AA-22,  
10 and AA-23.

11           The only reason I'm pointing that out, your Honor,  
12 is that there was a discussion last time about the absence of  
13 an appointment subject to E Board approval in the current  
14 bylaws. So, in 2018, similarly, there was no bylaw providing  
15 for the appointment of officers. Jorge Lara was appointed to  
16 the position of secretary without the bylaws permitting for  
17 that, and there was no trusteeship imposed at that time. In  
18 addition, each time those 48 appointments were made to  
19 steward, that was not the underlying basis for a trusteeship,  
20 through three different administrations.

21           So, your Honor, what I'd like to do is kind of go  
22 through all the evidence, and then when Mr. Siddiqui is  
23 called, we can authenticate the documents in question.

24           THE COURT: Yeah. And I know you're not testifying  
25 as to this. You're just pointing me -- you're just giving me

1 a guided tour --

2 MS. ANGELUCCI: Correct.

3 THE COURT: -- of the exhibits.

4 MS. ANGELUCCI: Okay. With the -- on to the issue  
5 of the change to the March 30th, '22, meeting minutes, we  
6 previously presented the March 30th, 2022, draft meeting  
7 minutes, which was presented as Exhibit P-1; the April 27th,  
8 2022, meeting minutes, setting forth the errors in the  
9 previous draft of the meeting minutes of March 30th, and also  
10 the motion to correct those minutes, and that was previously  
11 presented as Exhibit P-2; and then we had a draft excerpt of  
12 the correction and the main meeting minutes approving the  
13 corrected March minutes, and that was presented as P-4.

14 Now we have an e-mail from Mr. Lara indicating he  
15 was sending a draft of the March 30th, 2022, meeting minutes.  
16 That is in the folder or the binder we just presented. That's  
17 Exhibit BB-1. We also now have the transmittal e-mail and the  
18 full and corrected March 30th, 2022, meeting minutes that were  
19 approved in the May meeting. Those are before the Court as  
20 Exhibit BB-2 and BB-3.

21 And the rest, I believe we can get in through the  
22 witnesses -- or we'll get everything in through the witnesses,  
23 but the only other additional documents that we received was  
24 the payments to Mr. Crosby, which is an underlying basis for  
25 the trusteeship.

1           First, it's important to note, and we'll get this  
2 through Mr. Crosby, that he's actually never been paid for  
3 his salary loss attributable to the time spent on the Big 10  
4 negotiating team, nor for the considerable time spent trying  
5 to get access to bank accounts, passwords, things like that,  
6 during the transition period.

7           After the board authorized payment of Mr. Crosby for  
8 those additional duties, he and a number of individuals from  
9 both the local and the sector engaged in e-mail communications  
10 regarding the salary loss compensation policy and what  
11 documents, if any, would be required to be presented. Those  
12 are before the Court as Exhibits CC-2 and CC-3.

13           And the only -- this will also obviously come through  
14 a witness, but the -- you know what, I think that we can just  
15 get that through Raza.

16           So, we believe -- and we will get the documents  
17 authenticated, but we believe that the evidence is clear,  
18 your Honor, that the underlying basis for the appointment of  
19 stewards is disproven by the numerous appointments from 2016  
20 to the present that did not result in the trusteeship.

21           We believe the evidence is clear that the March 30th  
22 meeting minutes were not altered, in violation of any internal  
23 rule or Robert's Rules of Order.

24           We believe that the payments to Mr. Crosby were never  
25 made, and that there was still an ongoing discussion about the

1 policy and the underlying documents that would be necessary  
2 before payment was made.

3           And I'd also like to point out, your Honor, what we  
4 believe is a bit of hypocrisy. One of the underlying bases  
5 for the trusteeship was the failure of Local 41 to pay former  
6 president Willadsen when all they were seeking was  
7 documentation. And at the same time, they are now saying that  
8 the basis for the trusteeship was payment to Crosby because he  
9 didn't have any of the supporting documentation. So, there  
10 certainly is a double standard here with regard to that.

11           And finally, your Honor, we believe after the  
12 evidence, it will show that there was a finding by the  
13 Executive Board that there wasn't evidence with regard to the  
14 election, and there was an independent committee appointed by  
15 president Siddiqui to look further into the election. And  
16 both the Executive Board, the local election investigation  
17 committee, as well as the sector investigation committee found  
18 that only 16 ballots were in question and that were not  
19 determinative. That is obviously before the CWA currently.  
20 We're not asking the Court to rule on that, but just further  
21 evidence of bad faith.

22           I don't know if there's any questions on the  
23 documents at this point, your Honor, or if you would just  
24 like to proceed to witness testimony.

25           THE COURT: Why don't we just go to witness

1 testimony, but thank you for giving me a preview of your  
2 evidence and where you slot in the various new exhibits.

3           You mentioned authentication. Are there any disputes  
4 over the authenticity of these documents, defendants?

5           MS. CHARTIER: Only with regard to documents that  
6 were submitted with handwriting on them, where there's been,  
7 you know, no indication of who made such comments, when and  
8 where.

9           But with respect to -- because most of the exhibits  
10 we received last night, quite frankly, came from us in  
11 response to plaintiffs' request for the production of  
12 documents, so they were union documents kept in the ordinary  
13 course of business. So, we don't have -- with the exception  
14 of handwritten notes, we don't have any objection.

15           THE COURT: That's fine. So, we won't need to get --  
16 waste time with authentication. If there's anything that you  
17 do have an authenticity issue with, make yourself known. And  
18 I think I know what you're talking about, these handwritten  
19 notes.

20           And let me just -- it probably should go without  
21 saying, but I'll say it anyway. There are some facts where  
22 reasonable minds can differ and two people can see things  
23 reasonably -- not even reasonably, sincerely in a different  
24 way. There are other facts where whoever made the handwritten  
25 notes, that's not something that people can reasonably

1 dispute, I don't think. Maybe there -- maybe they can, but  
2 it's something that I would think is unlikely.

3 And I know this is a very heated dispute; but all  
4 the witnesses are going to be taking an oath, and I expect  
5 that all of the witnesses will abide by the oath that they're  
6 going to take.

7 Okay.

8 MS. ANGELUCCI: Your Honor, the handwritten notes  
9 that were submitted in, I think, the second declaration have  
10 been supplemented by the final draft of the meeting minutes,  
11 so those are all -- have been included in the exhibits here.  
12 So, we certainly can testify or have Mr. Siddiqui testify  
13 about who made those handwritten notes. I don't know how  
14 relevant they are because those handwritten notes are actually  
15 reflected in the final draft of the minutes.

16 THE COURT: All right. We'll see how that plays out.

17 MS. ANGELUCCI: The only other thing to maybe speed  
18 things along is whether or not the defendants would be willing  
19 to stipulate who was the Local 41 president in 2014, 2017, and  
20 2020.

21 MS. CHARTIER: Yeah, we have no problem stipulating.

22 MS. ANGELUCCI: Our proposed stipulation would be  
23 that in 2014, then president Braico was the president of  
24 Local 41; in 2017, it was president Villar; and in 2020,  
25 it was president Willadsen.

1 THE COURT: Does that sound right to you?

2 MS. CHARTIER: Yes, it does, your Honor.

3 THE COURT: Great. So, those facts are stipulated  
4 to.

5 MS. ANGELUCCI: Where do you want the witness?

6 THE COURT: The witness can go to the witness stand  
7 right over there.

8 MR. PIERCE: Okay. And, your Honor, just so the  
9 record's clear, we did have all of the -- you know, the sworn  
10 declarations that we've got on file. So, the testimony today,  
11 it's going to be sort of truncated, just sort of filling in  
12 the gaps in addition to those filings.

13 THE COURT: Got it.

14 MR. PIERCE: But we would call as our first witness  
15 Raza Siddiqui.

16 THE COURT: Okay. Mr. Siddiqui, if you could please  
17 step up, remain standing for a moment, raise your right hand,  
18 and state your name.

19 THE WITNESS: I'm Raza Siddiqui.

20 (Witness sworn.)

21 THE WITNESS: Yes.

22 LAW CLERK: You have been sworn. You may be seated.

23 THE WITNESS: Thank you.

24 THE COURT: And there's a pitcher of water and some  
25 cups right there if you'd like. And the chair does not have

1 wheels because, as you could see, there's a risk of falling  
2 down the stairs if the chairs are on wheels, so you may have  
3 to --

4 THE WITNESS: I'll get my exercise in. Thank you,  
5 though.

6 RAZA SIDDIQUI, PLAINTIFF HEREIN, DULY SWORN.

7 DIRECT EXAMINATION

8 BY MR. PIERCE:

9 Q. Okay. Good morning, Mr. Siddiqui.

10 A. Good morning.

11 Q. My name is Matt Pierce. As you know, I'm one of the  
12 attorneys for the plaintiffs in this case.

13 Could you please state your name for the record.

14 A. Raza Siddiqui.

15 Q. And, Mr. Siddiqui, are you currently employed?

16 A. I am not.

17 Q. Okay. What was your most recent employment?

18 A. I was the president, duly elected, of NABET-CWA Local 41.

19 Q. And when did you stop holding that position?

20 A. I stopped holding that position around the 22nd of -- I  
21 believe it to have been September; and at that time, my local  
22 was put into trusteeship.

23 Q. Okay. About how long had you been the president of  
24 Local 41 before that trusteeship was imposed?

25 A. I'll have to count on my fingers. I haven't been great

1 at math. But March 30th is when I was sworn in, and then  
2 months later, I was put out of my duly-elected position.

3 Q. Okay. Did you hold any position with Local 41 prior to  
4 being the president?

5 A. I did.

6 Q. And what position or positions did you hold prior to  
7 president?

8 A. I was alternate steward. I was vice president.

9 Q. And did you hold the position of vice president  
10 immediately up to the point that you were sworn in as  
11 president around March of 2022?

12 A. That is correct.

13 Q. Did you hold the title of vice president in 2019?

14 A. Yes, I did.

15 Q. And in that role as vice president, were you familiar  
16 with the bylaws governing Local Union 41?

17 A. Yes.

18 Q. Okay. If -- and do you have the stack of exhibits in  
19 the booklet in front of you?

20 A. I do.

21 Q. If I could please have you turn to the exhibit that's  
22 marked as AA-20. And let me know when you have that in  
23 front of you, please.

24 A. Certainly. I'm still -- I'm still thumbing through it.

25 THE COURT: There are tabs.

1 BY THE WITNESS:

2 A. Yes. Could you tell me which tab it would be under?

3 BY MR. PIERCE:

4 Q. Yes. It's Tab 20, which appears behind the initial tab A,  
5 so it's AA-20.

6 A. Thank you. I have this.

7 Q. Okay. And could you please identify this document that's  
8 been marked as AA-20.

9 A. Yes. This was the local bylaws of NABET Local 41.

10 Q. Okay. And flipping through this document, there do appear  
11 to be some highlights and underlines; but putting those aside,  
12 does this appear, to the best of your recollection, to be a  
13 true and correct copy of the Local 41 bylaws that were in  
14 effect as of 2019?

15 A. It does.

16 Q. Okay. Within this document, if I could direct you to  
17 page 7, which is marked in the bottom right-hand corner.

18 A. I'm here.

19 Q. Okay. And if I could direct your attention to Section 7,  
20 which is titled, "Local Secretary."

21 A. Section 5?

22 Q. Section 5, "Local Secretary."

23 A. Yes.

24 Q. Could you please take a look at the language in Section 5  
25 and tell me whether that appears to be the language that was

1 in effect for this Section 5 of the bylaws as of the 2019  
2 period we've been talking about?

3 A. It does.

4 Q. And looking at that language, as of 2019, did the Local 41  
5 bylaws allow for the appointment of the position of local  
6 secretary when there was a vacancy?

7 A. It did not.

8 Q. Are you aware at any time after 2019 of any amendments to  
9 these bylaws being made?

10 A. I am.

11 Q. Are you aware of any amendments specifically relating to  
12 the appointment of local secretary?

13 A. Yes.

14 Q. Do you recall about when that language was amended?

15 A. I don't recall the exact date, but sometime before 2020.

16 Q. Okay. If you could turn just two exhibits over to what's  
17 marked as AA-22, and let me know when you're there, please.

18 A. I'm here.

19 MR. PIERCE: Okay. And I will represent to the Court  
20 that this is one of the local union meeting minutes that we  
21 did receive from the defendants, so I don't think there's any  
22 question of authenticity here.

23 THE COURT: Yeah, we don't need to mention  
24 authenticity. If the non-proponent wants to make an  
25 authenticity objection, you can make it. If you don't make

1 it, I'll assume that there's no authenticity problem.

2 MR. PIERCE: Thank you, your Honor.

3 BY MR. PIERCE:

4 Q. Mr. Siddiqui, if you could please turn to the page marked  
5 No. 6 in this exhibit.

6 A. Yes.

7 I'm here.

8 Q. Okay. And first, so, these meeting minutes were for  
9 August 20th of -- or 26th of 2022. At that time, were you  
10 still the vice president of Local 41?

11 A. Yes.

12 Q. And to your knowledge, did you attend this meeting on  
13 August 26th of 2020?

14 A. Yes.

15 Q. On page 6, there's a motion No. 4. Do you see that?

16 A. I do.

17 Q. Okay. And just in general terms, what is the substance  
18 or purpose of this motion?

19 A. If possible, I'd feel more comfortable reading it so that  
20 there is no dispute on my interpretation, which is, "In the  
21 event of the resignation or permanent inability, refusal, or  
22 disqualification of the vice president to perform the duties  
23 of the office, the president may appoint a new vice president,  
24 subject to the Executive Board approval by majority of the  
25 vote at the next meeting.

1 "At the option, the Executive Board may instead, by a  
2 majority vote, require a special election for the vice  
3 president to serve the remainder of the term."

4 I believe I may not have read the one you asked  
5 about, so let me go ahead and read Section 5.d.i, which is --  
6 Q. Mr. Siddiqui, I'm sorry to interrupt you; but we do have  
7 limited time here, so I'm going to sort of jump to the end,  
8 if you don't mind.

9 A. Yeah.

10 Q. You had mentioned an amendment of the bylaws with respect  
11 to local secretary. Does this motion in the August 2022  
12 meeting appear to be the amendment to the bylaws that you'd  
13 referred to with respect to local secretary?

14 A. Yes.

15 Q. And did this motion -- what changes, if any, did this  
16 motion make to the bylaws with respect to the appointment of a  
17 local secretary?

18 A. It allowed the president to appoint an acting secretary,  
19 subject to the Executive Board approval by a majority vote.

20 Q. And does it appear that that motion was passed during the  
21 August 2020 meeting?

22 A. It was.

23 Q. And who was the president at that time?

24 A. The president at that time, to my recollection, was Chris  
25 Willadsen.

1 Q. And then very briefly, if you could turn to the next  
2 exhibit, which is AA-23.

3 A. Okay.

4 Q. And these are the minutes from the September 30th, 2020,  
5 Local 41 Executive Board meeting. If you could direct your  
6 attention, please, to page 5 of this exhibit.

7 A. Okay.

8 Q. And at the very bottom of the page, there appears to be a  
9 report from the bylaws committee. Could you just read what  
10 that report is?

11 A. Bylaws?

12 Q. Bylaws committee, yes.

13 A. "Bylaw changes approved by sector president Charlie Braico  
14 and signed by him and Local 41 president Chris Willadsen."

15 Q. And were you present at this September 2020 local union  
16 meeting?

17 A. Yes.

18 Q. And to the best of your recollection, is this an accurate  
19 reflection of what was presented at that meeting?

20 A. Yes.

21 Q. All right. I'd like to move on to one of the other bases  
22 that's been identified by the defendants as a basis for the  
23 trusteeship, and that is the alteration of meeting minutes  
24 from the March 30th, 2022, Executive Board meeting.

25 If you could please turn to the exhibit that's marked

1 as BB-1 in the binder before you. That will be behind the B,  
2 and then the first No. 1.

3 A. BB-1 is what you're asking about, correct?

4 Q. Yes.

5 A. Yes, I'm here.

6 Q. Okay. And could you identify what appears in this exhibit  
7 as BB-1?

8 A. That is an e-mail that was sent by Jorge Lara, who was  
9 then secretary, stating that he was not at the meeting.

10 Q. Okay. And does it appear that you were copied or included  
11 on this e-mail chain of documents?

12 A. Yes.

13 Q. Okay. And what was the date of the message from Jorge  
14 Lara?

15 A. 4-24 of this year.

16 Q. Okay. And again, there are some highlighting and some  
17 notes on this document, but setting those aside, does this  
18 appear to be a true and correct copy of the e-mail chain that  
19 you were copied on on or around 4-24-22?

20 A. It is.

21 Q. Okay. And in this e-mail chain, did Mr. Lara make any  
22 clarifications about the status of these March 30th meeting  
23 minutes that are at issue here?

24 A. He did.

25 Q. And what clarification did Mr. Lara provide?

1 A. That he'll probably record incorrect language for every  
2 motion presented.

3 Q. All right. And just to back up and sort of fill in the  
4 story a little bit here, the March 30th, 2022, Executive Board  
5 meeting, did you attend that meeting?

6 A. I did.

7 Q. And what office or position did you hold at that meeting?

8 A. I was vice president.

9 Q. Do you know who prepared the meeting minutes for that  
10 meeting?

11 A. Jorge Lara -- or wait. I'm sorry. You said the March  
12 one?

13 Q. Right.

14 A. Was done by Jackie Denn, who held no position, and there  
15 was no explanation as to why she was taking the meeting  
16 minutes.

17 Q. Okay. And who was the president at that March 30th  
18 meeting?

19 A. That would have been Chris Willadsen.

20 Q. Okay. Now, when the meeting minutes -- well, let's talk  
21 first in general about meeting minutes for Local 41. When  
22 those are prepared after the meeting, what happens with the  
23 meeting minutes? Are they just distributed? Are they  
24 approved? What happens with those?

25 A. Those are considered draft minutes, and they're not the

1 final version until the Executive Board, at a subsequent  
2 meeting, the next meeting, either approve it or decide not  
3 to approve it pending corrections.

4 Q. Okay. And based on your knowledge of the bylaws and the  
5 practices of Local 41, are the minutes of an Executive Board  
6 meeting finalized prior to the approval of those minutes?

7 A. They are not.

8 Q. Okay. In the e-mail that we were looking at for Mr. Lara  
9 on April 24th, 2022, does he indicate that the document he was  
10 circulating was a draft or a final version of those minutes?

11 A. I would have to review it, but it would have been a draft.  
12 What he indicated, I don't recall without reading it, but it  
13 would have been a draft until approved.

14 Q. Okay. And I --

15 A. Do you want me to take a moment and review it?

16 Q. Let me just direct your attention to the second-to-last  
17 paragraph on that first page. There is a highlighted line.  
18 It says, "I forwarded those minutes as a draft to Karen  
19 Groves." Do you see that?

20 A. I do. And thank you for helping to refresh my memory.  
21 So, he does acknowledge the status of these, which are that  
22 they were a draft. He writes, "I forwarded those minutes as  
23 a draft to Karen Groves."

24 Q. Okay. And then if you could please turn to the next  
25 exhibit, which is marked as BB-2.

1 A. Yes, sir.

2 Q. Okay. Could you identify this document marked as BB-2  
3 for me, please.

4 A. This looks like the cover e-mail to the Executive Board  
5 minutes of 3-3-2022.

6 Q. Okay. And just to be clear, the subject line refers to  
7 the March 30th, 2022, E Board meeting, correct?

8 A. Correct.

9 Q. And the attached below says, "Executive Board meetings,  
10 3-3-2022." Is it your understanding that that's a  
11 typographical error?

12 A. Yes.

13 Q. There was no Executive Board meeting on March 3rd of 2022,  
14 correct?

15 A. That's correct.

16 Q. And were you copied on this e-mail chain marked as BB-2?

17 A. Yes.

18 Q. And what was the purpose -- or what was being conveyed in  
19 this e-mail marked as BB-2?

20 A. Corrections to the draft minutes.

21 Q. Okay. And if you could turn, please, to the next exhibit,  
22 which is marked BB-3.

23 A. Yes.

24 Q. And could you please identify this document for me.

25 A. These are the minutes that were corrected.

1 Q. Okay. And does this document have any indication that  
2 it is a corrected version of those meeting minutes?

3 A. It does. Right below where it says, "Executive Board  
4 Minutes," it says, "Corrected and amended for errors and  
5 omissions."

6 Q. Okay. And does this appear to be the document that was  
7 attached to that e-mail that we were just looking at in BB-2?

8 A. It is.

9 Q. Okay. To your recollection, were these corrected meeting  
10 minutes ever presented to the Executive Board?

11 A. Yes.

12 Q. And were these corrected meeting minutes ever approved by  
13 the Executive Board?

14 A. Yes.

15 Q. All right. And within this document, if I could direct  
16 your attention to the page that -- you'll see marking down  
17 in the bottom center, it says, "Plaintiffs," and then a bunch  
18 of numbers. If you could turn to Plaintiffs 000082.

19 A. Yes, sir, I'm here.

20 Q. Okay. And I want to direct your attention to motion  
21 No. 5, which appears on this page. Do you see that motion?

22 A. Yes.

23 Q. There's some highlighting in that motion. Do you know  
24 what that highlighting indicates?

25 A. It would have been a change to the working minutes or the

1 working draft. It's basically what the Executive Board had  
2 found to be the true representation of what had happened.

3 Q. Okay. So, the highlighted language in motion No. 5, which  
4 states, "any unused vacation time which he can prove he did  
5 not use and defend against claims to the contrary," was that  
6 added as a correction to these meeting minutes?

7 A. It was a correction to reflect accurately what had  
8 happened in -- in that meeting.

9 Q. Okay. So, the language here for motion No. 5, to the  
10 best of your recollection, does this accurately reflect the  
11 substance of that motion No. 5 when it was, in fact, made at  
12 the March 30th meeting?

13 A. Yes.

14 Q. All right. I'd like to move on to the issue of the  
15 election challenges that were filed with the local union and  
16 the Executive Board's response to those, which is another one  
17 of the bases identified by the defendants for this  
18 trusteeship.

19 Were you aware that election challenges had been  
20 filed challenging the results of the most recent Local 41  
21 officer elections?

22 A. I was.

23 Q. And do you know who filed those challenges?

24 A. Member Danny Bridges, member Michael Cunningham. Short  
25 answer, yes.

1 Q. Okay. And were those challenges filed with the local  
2 Executive Board?

3 A. They were.

4 Q. To the best of your knowledge, did the Executive Board  
5 ever ask for evidence to substantiate those election  
6 challenges?

7 A. It did.

8 Q. Okay. And if you could please flip in this binder to the  
9 very last exhibit, which is marked as Exhibit DD.

10 A. DD, yes, I'm here.

11 Q. Okay. And could you please identify this document for me.

12 A. Yes. This document was correspondence between a question  
13 from an E Board member and one of the people who had raised  
14 challenges.

15 Q. Okay. And were you copied or included on this e-mail  
16 chain?

17 A. Yes.

18 Q. All right. If I could direct your attention to the second  
19 page of this document, towards the middle of the document,  
20 you'll see an e-mail in this chain that appears to be sent on  
21 Tuesday, April 19th of 2022 at 8:49 a.m. Do you see that?

22 A. Yes.

23 Q. And that was sent from an mswsil1520@gmail.com. Do you  
24 know whose e-mail that is?

25 A. Yes.

1 Q. Whose e-mail is that?

2 A. Executive Board member and steward Mary Sopata.

3 Q. Okay. And in this e-mail, was Ms. Sopata asking the  
4 complaining parties for supporting documentation or  
5 information relating to their election challenge?

6 A. She is.

7 Q. Okay. And did the complaining parties or the petitioning  
8 parties provide any supporting information or documentation in  
9 response to that request?

10 A. No.

11 Q. Do you know what the Executive Board ultimately did with  
12 these election challenges?

13 A. They dismissed those challenges on account of no evidence  
14 being presented by the challengers.

15 Q. Now, as president, are you a voting member of the  
16 Executive Board of Local 41?

17 A. In my normal capacity, no. I only step up to vote if  
18 there's a tie; and that has not happened in my administration,  
19 so for all intents and purposes, I am not.

20 Q. So, did you personally cast a vote with respect to any  
21 motion to dismiss these election challenges?

22 A. No, sir.

23 Q. Okay. After the Executive Board dismissed the challenges,  
24 did you, as president, take any action relating to those  
25 challenges?

1 A. Yes.

2 Q. Okay. And what steps did you take?

3 A. I put together a local election investigative committee  
4 to do our own investigation.

5 Q. And about when did you assemble this local election  
6 investigation committee?

7 A. It was actually the next day after. To my recollection,  
8 it might have been around May 26th.

9 Q. And why did you, as president, create a local election  
10 investigation committee for these challenges?

11 A. I wanted to put this matter behind us. I wanted to  
12 provide evidence that this was done the right way, that the  
13 officers who sat there were duly elected.

14 Another reason is one of these challengers, Danny  
15 Bridges, had threatened myself and my family; and I did not  
16 think --

17 MS. CHARTIER: Objection, your Honor. It's  
18 prejudicial.

19 THE COURT: Okay. I'm going to -- if this were a  
20 jury trial, I think that might be a close call; but given  
21 that it's just a bench proceeding, if it's irrelevant, I'll  
22 be able to put it to the side.

23 MS. CHARTIER: Thank you, your Honor.

24 BY THE WITNESS:

25 A. Documented in a police report, one of the challengers,

1 Danny Bridges, had threatened myself and my family; and I  
2 didn't think that he would necessarily be satisfied unless  
3 provided more evidence. And even then, I wasn't 100 percent  
4 confident.

5 But I just thought the more I could do to assuage  
6 concerns people had, the better for our local in general.  
7 The betterment of the local has always been what I've kind  
8 of strived to do.

9 BY MR. PIERCE:

10 Q. Okay. Based on your understanding of the Local 41 bylaws,  
11 you're aware that the Executive Board has an obligation to  
12 investigate and report on any election challenges?

13 A. That is correct.

14 Q. Is it your understanding that the Executive Board, by  
15 passing a motion, had investigated and reported on these  
16 election challenges?

17 A. I'm sorry. Could you repeat that question?

18 Q. Sure. So, you mentioned that the Executive Board  
19 dismissed the election challenges, correct?

20 A. Correct.

21 Q. And was that done through a motion at an Executive Board  
22 meeting?

23 A. It was.

24 Q. Okay. Is it your understanding that by adopting that  
25 motion, the Executive Board had performed its obligation to

1 investigate and report on those challenges?

2 MS. CHARTIER: Your Honor, I'm going to object. He's  
3 clearly leading the witness.

4 THE COURT: Sustained. You can reframe the question.

5 MR. PIERCE: Sure.

6 BY MR. PIERCE:

7 Q. To your knowledge, Mr. Siddiqui, did the Executive Board  
8 of Local 41 perform its obligation to investigate and report  
9 the election challenges filed by Mr. Bridges and  
10 Mr. Cunningham?

11 MS. CHARTIER: Again, respectfully, your Honor --

12 THE COURT: I don't know how else he can ask it.

13 Do you have a suggestion on how he could ask it?

14 MS. CHARTIER: "What, if anything, did the E Board  
15 do?"

16 BY MR. PIERCE:

17 Q. Okay. With respect to the election challenges, I think  
18 we did hear about this already, but what, if anything, did  
19 the Executive Board do with those challenges?

20 A. They dismissed them for lack of evidence provided by the  
21 challengers.

22 Q. Okay. Is it your opinion, based on your knowledge of the  
23 bylaws, that the local Executive Board had satisfied its  
24 obligation under the bylaws by making that dismissal decision?

25 A. Yes.

1 Q. Okay. All right. Now, the investigative committee that  
2 you formed on your own, is it your understanding, based on  
3 your knowledge of the bylaws, that you were required to seek  
4 Executive Board approval before appointing that committee?

5 A. No.

6 Q. So, it's your understanding that you did not need  
7 approval; is that what you're testifying?

8 A. Correct.

9 Q. The executive -- sorry, the local election committee that  
10 you assembled, did it prepare any type of report?

11 A. It did.

12 Q. And did it submit that report to you and/or the Executive  
13 Board of Local 41?

14 A. It did.

15 Q. Did the Executive Board approve that report?

16 A. They did.

17 Q. To your knowledge, was that report ever transmitted to the  
18 sector, NABET-CWA?

19 A. It was, in June.

20 Q. Okay. All right. I'd like to move on to a different  
21 issue that's been identified by the defendants as a basis for  
22 this trusteeship, which is the issue of approval of payments  
23 to the vice president of the union.

24 So, first, just sort of some background that I'd like  
25 to cover. Are there -- with respect to the schedules that

1 your members work, are there any different categories or  
2 descriptions of employees within the bargaining unit?

3 A. Yes, sir, there are.

4 Q. Okay.

5 A. To elaborate further, there are staff, and there are  
6 freelancers.

7 Q. And could you explain what the difference is between  
8 staff versus freelancers?

9 A. Certainly. So, staff have predetermined schedules which  
10 they are required to work. Freelancers do not.

11 Q. Now, staff and freelancers, those are both members of the  
12 union; they're both represented by the union, is that correct?

13 A. Yes.

14 Q. Okay. Prior to your election as president, did you fall  
15 into the category of freelancer or staff?

16 A. I was a freelancer.

17 Q. For about how long were you a freelancer?

18 A. Close to 20 years at that point.

19 Q. During that time that you were a freelancer, did you serve  
20 on the Executive Board of Local 41?

21 A. Yes.

22 Q. And I think we did go through a little bit of your  
23 history, but do you recall when you were first -- became a  
24 member of the Executive Board of Local 41?

25 A. To the best of my recollection, 2016.

1 Q. During the time that you were -- I'm sorry. Let me back  
2 up.

3 In 2016, what position did you take on the Executive  
4 Board?

5 A. At that time, I was an alternate steward for Telemundo,  
6 and I held that role until I was a vice president, so  
7 alternate steward and Executive Board member.

8 Q. Were you elected to the position of alternate steward?

9 A. I was appointed.

10 Q. And who appointed you to that position?

11 A. I believe the president was Don Villar at that time.

12 Q. And are you aware of any secret ballot election that  
13 happened before you were appointed to the position of  
14 alternate steward?

15 A. There was not.

16 Q. Okay. As alternate steward, did you receive any  
17 compensation from the local union?

18 A. I did.

19 Q. Okay. And was that a regular stipend or salary, or any  
20 other type of payment?

21 A. If -- in my role as alternate steward, if the steward  
22 didn't show up and I ascended, I was compensated. However,  
23 I was frequently compensated outside of that scope.

24 Q. And under what type of circumstances would you be  
25 compensated beyond the scope of acting as a steward?

1 A. When then president Don Villar wanted me to do work on  
2 his behalf.

3 Q. And what type of work, just in general terms, are we  
4 talking about here?

5 A. These would have included attending trainings. These  
6 would have included just about anything that he had deemed  
7 at that point was something that he wanted accomplished.  
8 And then I would get payment for that.

9 Q. Were you required to -- when you were given these payments  
10 for the extra work that you did, were you required to submit  
11 any sort of documentation or records supporting that?

12 A. I was not. It was often filled out for me.

13 Q. Were you ever required to submit any records showing that  
14 you had a work assignment on the day in question that you had  
15 to give up or lose because of the work you were doing for the  
16 local union?

17 A. Absolutely not, because again, being a freelancer, I  
18 didn't have a regular schedule. I would just make it known  
19 to my employer that I wasn't going to work that day. So, for  
20 all intents and purposes, there was no schedule with me on it.

21 Q. Okay. If I could please have you turn back in the exhibit  
22 book to what's been marked as Exhibit CC-1.

23 A. Yes, sir.

24 Q. And could you please identify this document marked as  
25 CC-1.

1 A. This is salary loss for the protect healthcare campaign.  
2 It looks to be the cover e-mail.

3 Q. And were you copied or included on this e-mail?

4 A. Yes.

5 Q. Okay. Who sent this e-mail to you?

6 A. Then president Don Villar.

7 Q. And based on this -- the exhibit in front of you, when  
8 was this e-mail sent?

9 A. This e-mail was sent September 26th, 2017.

10 Q. And at that time, do you recall what position, if any,  
11 you held for Local 41 NABET-CWA?

12 A. I would have been alternate steward.

13 Q. Okay. And this document appears to have an attachment on  
14 the e-mail which says, "Raza salary loss." Do you see that at  
15 the bottom of the first page?

16 A. Yes.

17 Q. Okay. And then if you turn to the second page, does this  
18 appear to be a copy of that document that was attached to the  
19 e-mail?

20 A. Yes.

21 Q. And what is -- what is this document that was attached  
22 here?

23 A. This is a documentation that talks about how many hours  
24 were put in to that situation, and it asks about what the  
25 hourly rate would have been.

1 Q. And do you recall whether you completed this form that's  
2 attached here?

3 A. I did not.

4 Q. Do you know who completed this form?

5 A. That would have been Don Villar on my behalf.

6 Q. Okay. And this attachment appears to show eight hours of  
7 time. Do you recall whether you were compensated for eight  
8 hours of work, as reflected in this document?

9 A. To my recollection, yes.

10 Q. And this was when you were a freelancer, is that right?

11 A. That is correct.

12 Q. And in connection with this specific payment, were you  
13 ever required to submit documentation or evidence showing  
14 that you had missed job opportunities or assigned work?

15 A. No. I could not have.

16 Q. Do you know approximately how many times during your time  
17 as alternate steward you were paid compensation like this for  
18 lost work for union time?

19 A. To my recollection, between six, seven times, in that  
20 range.

21 Q. And based on the years that you've been an officer or  
22 member of the Executive Board, would you consider payments  
23 to freelancers who are members of the Executive Board for  
24 union work to be a regular practice?

25 A. Yes.

1 Q. Were you ever paid for union time when Chris Willadsen  
2 was president of the local?

3 A. Yes.

4 MR. PIERCE: Okay. Thank you. I have nothing  
5 further.

6 THE COURT: All right. Thanks.

7 Defendants?

8 MS. CHARTIER: Thank you, your Honor.

9 THE COURT: And by the way, if there's ever a point  
10 where anybody needs to take a break, just let me know, and  
11 I'll accommodate you.

12 MS. CHARTIER: Actually, could we take a very brief  
13 break, five minutes?

14 THE COURT: Five minutes.

15 MS. CHARTIER: Thank you.

16 (Recess had.)

17 THE COURT: Are you ready to proceed?

18 MS. CHARTIER: I am, your Honor. And as plaintiffs  
19 did, we have prepared binders of the exhibits that we sent.

20 THE COURT: Thanks.

21 MS. CHARTIER: Oh, I'm sorry. May I approach, your  
22 Honor?

23 THE COURT: Yeah, of course. You don't need to ask  
24 for permission.

25 MS. CHARTIER: And I'll give a copy to Mr. Siddiqui.

1 THE COURT: Thanks.

2 CROSS-EXAMINATION

3 BY MS. CHARTIER:

4 Q. Good morning, Mr. Siddiqui.

5 A. Good morning, counsel.

6 Q. Okay. You testified in response to questions posed by  
7 your counsel that you became a steward for Telemundo in 2016,  
8 is that correct?

9 A. That is correct.

10 Q. And you also testified that there was no election at that  
11 time; is that your testimony?

12 A. That is correct.

13 Q. I would like you to please look in Defendants' Exhibit  
14 binder to Exhibit No. 12.

15 A. 12.

16 Yes, I am here.

17 Q. Okay. Now, it says, "Nominating" -- it's a notice of the  
18 nominating petition for WSNS steward alternate dated May 16,  
19 2016.

20 When in 2016 were you appointed to be steward at  
21 Telemundo?

22 A. Roughly around -- roughly around June of sometime.

23 Q. And where we see WSNS, that is Telemundo, correct?

24 A. That is.

25 Q. So, the local put out a notice to all employees in the

1 Telemundo group that it was seeking nominations for steward  
2 alternate in May, correct?

3 A. Incorrect.

4 MR. PIERCE: Object. I think that misstates the  
5 records.

6 THE COURT: Well, I think we can let the witness  
7 say whether it misstates the record or not.

8 Go ahead.

9 MS. CHARTIER: Thank you. Sure.

10 BY MS. CHARTIER:

11 Q. So, you just told us that you believe you were appointed  
12 steward for Telemundo in around June of 2016, correct?

13 A. That is correct, yes.

14 Q. Okay. Looking at what's been marked as Defendants'  
15 Exhibit No. 12. Okay? And you testified that where we  
16 see WSNS, that is Telemundo, correct?

17 A. That is correct.

18 Q. Okay. At the top, this document has the date of May 26,  
19 2016, correct?

20 A. Correct.

21 Q. Okay. As you sit here today, can you recall, as a member  
22 of the Telemundo group, receiving a copy of this document?

23 A. I can recall that I did not receive a copy of this  
24 document.

25 Q. Okay. Could you recall asking people to nominate you to

1 be an alternate steward?

2 A. The only person I had the discussion that I had interest  
3 to serve in some capacity on the Executive Board was then  
4 president Don Villar. I told him I did a lot of my work for  
5 NBC. I did some of my work for Telemundo. And I recall him  
6 at that time stating, "Why don't we see if we can get you on  
7 Telemundo."

8 I then recall an e-mail from then secretary Jorge  
9 Lara asking me, "Hey" --

10 THE COURT: I'm sorry. You're not answering the  
11 question.

12 THE WITNESS: I'm sorry.

13 THE COURT: The question is, "Could you recall asking  
14 people to nominate you to be an alternate steward?"

15 BY THE WITNESS:

16 A. I cannot recall.

17 BY MS. CHARTIER:

18 Q. Okay. To your knowledge, did anybody submit a nominating  
19 petition to be an alternate steward at Telemundo in 2016?

20 A. I cannot recall.

21 Q. Okay. Under the Local 41 bylaws, if there is a vacancy  
22 in a steward group and nobody wants to present a nominating  
23 petition, does the president have the authority to appoint a  
24 steward in that instance?

25 A. I just want to make sure I'm answering this clearly. The

1 bylaws have changed so many times since this time that I would  
2 have to refresh my memory as to what it stated at this time.

3 Q. Okay. So, as you sit here today, you do not recall what  
4 the bylaws said in 2016 with regard --

5 A. I recall what the bylaws say currently, which state, as  
6 you have said, that the president can fill a vacancy.

7 At this particular point, I want to make sure I'm  
8 absolutely clear because I am in a court of law. So, if you  
9 could present me the bylaws there, I can just refresh my  
10 memory.

11 Q. No, that's not necessary. I'll move on.

12 Now, sticking with this particular issue, I would  
13 like to direct your attention in the Defendants' Exhibit  
14 binder to Defendants' 11.

15 And we see the date on top of that document is  
16 January the 30th of 2017, correct?

17 A. Yes.

18 Q. And by that time, you were a member of the Local 41  
19 Executive Board, correct?

20 A. That is correct.

21 Q. Okay. Do you recall this notice going out announcing the  
22 group steward and steward alternates for the upcoming election  
23 in January of 2017?

24 A. I do not recall that.

25 Q. Okay. As you sit here today, can you recall, was there

1 an election for stewards and steward alternates at Local 41  
2 in January -- or January, February, March of 2017?

3 A. I'm sorry. Could you rephrase that?

4 Q. As you sit here today, can you recall, was there an  
5 election for group stewards and steward alternates at  
6 Local 41 in January, February, or March of 2017?

7 A. When you say elections, you mean with secret ballot  
8 envelopes and everything that --

9 Q. Correct.

10 A. I do -- I do not recall that, and I would have to answer  
11 it negatively. I know I didn't receive one of those.

12 Q. Okay. By that point, you were already appointed as  
13 steward?

14 A. That is correct.

15 Q. And you did not -- so, you did not receive this  
16 announcement?

17 A. I don't recall receiving this announcement.

18 Q. Do you recall being at the Executive Board meeting in  
19 January of 2017 where this announcement was discussed?

20 A. I don't recall.

21 Q. Okay. I would like to direct your attention to what's  
22 in Defendants' Exhibit binder as Exhibit 13.

23 The top of this document has a date of January the  
24 31st of 2020. Do you see that?

25 A. I do.

1 Q. Okay. And in January of 2020, you were a member of the  
2 Local 41 Executive Board, correct?

3 A. Yes.

4 Q. And at that time, you were no longer a steward, but you  
5 were vice president of the local, correct?

6 A. That is correct.

7 Q. Okay. As vice president of the local at that time, do you  
8 recall Local 41 sending this out, the notice for group steward  
9 and steward alternate elections beginning in January of 2020?

10 A. I don't recall that; and I would have received that  
11 notification, but I don't recall ever receiving that  
12 notification.

13 Q. As you sit here today, can you recall whether or not  
14 Local 41 conducted elections for group stewards and steward  
15 alternates in January, February, and March of 2020?

16 A. I cannot recall.

17 Q. Okay. Now, you would agree with me, would you not, that  
18 under the Local 41 bylaws, the four named officers, president,  
19 vice president, secretary, and treasurer, are elected every  
20 three years, correct?

21 A. That is correct, under the current ones and all the ones  
22 I'm familiar with, yes.

23 Q. Correct. And the stewards and steward alternates are also  
24 elected for three-year terms, but one year behind the officer  
25 elections, correct?

1 A. They would actually be one year ahead. Like, for  
2 instance --

3 THE WITNESS: May I answer? May I elaborate a little  
4 bit?

5 THE COURT: Go ahead.

6 BY THE WITNESS:

7 A. I just want to make sure that you and I are on the same  
8 page. You say one year behind, but actually -- I was elected  
9 as officer this year. The next steward election will be next  
10 year, so I'd say one year forward. Is that responsive to your  
11 question?

12 BY MS. CHARTIER:

13 Q. I'd say we agree. So, under the Local 41 bylaws, the next  
14 election for all the stewards will start this coming January?

15 A. Which bylaws are we talking about?

16 Q. Local 41 bylaws.

17 A. You would have to refresh my recollection as to if the  
18 local bylaws state when the three-year -- I do know it's a  
19 three-year term. I don't recall specifically if it specifies  
20 what year those three-year terms start from. So, I just want  
21 to make sure we are clear on that.

22 It does specify a term, but --

23 Q. Okay. Well, looking at what we have in front of us,  
24 Defendants' Exhibit 13, we see at the top of that document  
25 the date January 2020, correct?

1 A. Just give me one second.

2 Yes.

3 Q. And if you look at what's in defendants' binder, Exhibit  
4 No. 11, again, we see the nominations are now being accepted  
5 for group stewards and steward alternates dated January 30,  
6 2017, correct?

7 A. Yes.

8 Q. So, you would agree with me, would you not, that there's  
9 three years between January '17 and January '20?

10 A. Yes, I do agree.

11 Q. Okay. So, then, would you agree with me that the next  
12 general election for group stewards and alternates begins  
13 January of 2023?

14 A. Yes.

15 Q. Thank you. I'd like to direct your attention to  
16 Exhibit 14 in defendants' binder. And this is a list of the  
17 Local 41 Executive Board dated December 18, 2019. And we see  
18 you listed as vice president, correct?

19 A. That is correct.

20 Q. And if you look at this three-page document, does this  
21 appear to be an accurate accounting of who was on the Local 41  
22 Executive Board in December of 2019?

23 A. I honestly cannot tell you with any certainty.

24 Q. Okay. But if I can ask you to look at the third page of  
25 what's been marked as December 14, under "Independent Daily

1 Hires, steward," we see the name Noel Torres?

2 THE COURT: What exhibit are you looking at?

3 MS. CHARTIER: Exhibit 14, your Honor, the third  
4 page.

5 THE COURT: Got it. Thank you.

6 BY THE WITNESS:

7 A. Yes.

8 BY MS. CHARTIER:

9 Q. Okay. So, that would indicate that in December of 2019,  
10 Mr. Torres was already on the Local 41 Executive Board,  
11 correct?

12 A. Correct, that would indicate that.

13 Q. Okay. Can I please direct your attention to Defendants'  
14 Exhibit 15.

15 A. Yes.

16 Q. Okay. Did you receive this e-mail from Danny Bridges on  
17 or about September 13, 2022?

18 A. You're saying Exhibit 15, is that correct?

19 Q. Yes.

20 A. Yes.

21 Q. Okay. And in this e-mail, is Mr. Bridges expressing an  
22 interest in becoming an Executive Board member of Local 41?

23 A. Yes.

24 Q. Did you respond to Mr. Bridges?

25 A. Yes.

1 Q. What was your response?

2 A. My response was that we had -- I don't remember exactly,  
3 but the spirit of what I had stated was that there was already  
4 somebody who was appointed.

5 Q. Okay. So, what does that -- first of all, let me ask you,  
6 for which employer does Danny Bridges work?

7 A. I believe he's appointed by the sector, NABET sector,  
8 to -- to be with the NBC Sports bargaining unit. Is that  
9 what you're talking about?

10 Q. No.

11 A. Are you considered an employer in that capacity?

12 Q. No. Which employer that NABET-CWA has a contract with,  
13 ABC, NBC, Telemundo?

14 A. Oh, he would have been considered NBC, which is why he  
15 would have been appointed -- he would have been independent  
16 under NBC, which is why, I believe, he has that appointment,  
17 if I'm not mistaken, with the NABET and NBC Sports, as one of  
18 the e-mails I got from defendants.

19 Q. So, you told him that there was already somebody in the  
20 position. Does that mean that there is a limit as to how many  
21 stewards can be elected or appointed at any given time?

22 A. There is. It spells out in the bylaws what the amount is.

23 Q. And it's your testimony that in September of 2022, there  
24 were -- they were at capacity, if you will, that you could not  
25 appoint another steward?

1 MS. ANGELUCCI: I'm going to object. This goes  
2 beyond the scope of the issue for the trusteeship.

3 THE COURT: Counsel?

4 MS. CHARTIER: Well, this -- your Honor, plaintiffs'  
5 counsel asked Mr. Siddiqui a number of questions about the  
6 steward appointment issue. I think this is relevant  
7 cross-examination.

8 THE COURT: Well, does it pertain to the pertinent  
9 time frame?

10 MS. CHARTIER: Before the trusteeship.

11 THE COURT: This e-mail is October 27, 2022?

12 MS. CHARTIER: Yes.

13 THE COURT: So, isn't that after the trusteeship?

14 MS. CHARTIER: No, I'm sorry. That's my -- when I  
15 got into the e-mails, the e-mail itself that we were looking  
16 at --

17 THE COURT: I see.

18 MS. CHARTIER: -- is dated September the 13th.

19 THE COURT: I see. And the trusteeship was --

20 MS. CHARTIER: September the 22nd.

21 THE COURT: Okay. And was anything having to do  
22 with this interaction with Mr. Bridges articulated by the  
23 sector as one of the grounds for imposing a trusteeship?

24 MS. CHARTIER: No. This particular issue was not.  
25 Okay.

1 I would just like to point out, your Honor, that the  
2 defendants and sector president Braico, sector vice president  
3 Mr. Marinaro were copied on these exchanges as well, so the  
4 sector was well aware of the issues with the appointments of  
5 the stewards. But I will move on.

6 THE COURT: All right.

7 BY MS. CHARTIER:

8 Q. Very quickly, if I can ask you to look at Defendants'  
9 No. 16. And this is an e-mail. It looks to be from somebody  
10 by the name of Aric Zilla to you dated May 15, 2022?

11 A. Yes.

12 Q. Okay. And he states that he wants to report that Andrea  
13 Alberti has agreed to be the alternate steward. Where did  
14 Andrea Alberti work?

15 A. CAN TV.

16 Q. Okay. Did you appoint that person to be steward at  
17 CAN TV?

18 A. Did I appoint her to be alternate steward?

19 Q. Yes.

20 A. No.

21 Q. Okay. Directing your attention to what's Exhibit 17 in  
22 defendants' binder. This is an e-mail from yourself to  
23 sector president Braico, sector vice president Marinaro  
24 dated September the 13th of 2022, correct?

25 A. I'm sorry. Which exhibit did you --

1 Q. Defendants' 17.

2 A. 17. I'm sorry. It will take me one second to get there.

3 And then you were asking me to authenticate what?

4 I'm sorry.

5 Q. I'm asking you to look, is this an e-mail sent from you  
6 to Mr. Braico and Mr. Marinaro on September the 13th, 2022?

7 A. Yes.

8 Q. Okay. And you're advising the recipients that you  
9 appointed Todd Brooks as an independent -- is that an  
10 independent steward?

11 A. It is a steward from the independent population.

12 Q. But you specifically reference NBC Sports?

13 A. Appointed the position -- well, no. I -- that's a second  
14 paragraph. Right? So, that was a different question.

15 That was where I was asking Charlie Braico and Lou  
16 Marinaro, who had clarified for me that Danny Bridges was a  
17 member of the NABET NBC representative. I was asking when  
18 that appointment had ended or if there was an end date to it.  
19 So, that's a second thought.

20 Q. Okay. Fair enough. I'd like to direct your attention to  
21 what's in evidence as Defendants' Exhibit 18. At the top of  
22 that document, we see the date April 23rd, 2018. And this is  
23 an announcement for a special election for CAN TV steward  
24 alternates.

25 Were you a member of the Local 41 Executive Board in

1 April of 2018?

2 A. Yes.

3 Q. Okay. As you sit here today, can you recall this  
4 nominating petition being sent to the employees at CAN TV?

5 A. It was not, and that was the source of a lot of confusion.

6 The decision was made by then president Chris  
7 Willadsen to appoint another gentleman, not Aric Ramirez.  
8 It was a gentleman, his name begins with an O. I don't  
9 remember -- Omari. And then that gentleman decided he didn't  
10 want to do it, so then president Willadsen at that time  
11 brought in Aric Ramirez.

12 But there was no election. This was just closed-door  
13 kind of dealings behind the scenes. But I do understand that  
14 they printed out a nice little document to signal the  
15 intention to do that, but I don't recall it ever being done.

16 As a matter of fact, I could probably produce those  
17 e-mails of those back and forth, where they had appointed  
18 someone else, and then he said he didn't want to do it, and  
19 then Chris appointed Aric.

20 Q. So, let me ask you, you just sort of insinuated there was  
21 a back -- back room deal. And you, through your attorneys,  
22 presented a number of Executive Board meeting minutes from  
23 years 2016, 2017, 2018, 2019, 2020, '21, and '22. Are the --  
24 and you rely on those documents in support of your claim that  
25 prior administrations made appointments.

1           Are you testifying here today under oath that there  
2 were appointments made that are not reflected in the meeting  
3 minutes?

4 A. There were likely additional appointments.

5 Q. I'm not asking for likely. You were a vice president of  
6 Local 41. You were a president of Local 41. You were on the  
7 Local 41 Executive Board since 2016. How many times did any  
8 local president appoint a steward and not have that  
9 appointment approved by the Local 41 Executive Board?

10 A. I can't as I sit here today give you an exact number, but  
11 it's happened.

12 Q. Who?

13           We'll move on.

14 A. No, no, please rephrase that question. I just want to  
15 make sure I understand it before we get into it. You asked  
16 what exactly?

17 Q. Who?

18 A. Who did what?

19 Q. You said you could not recall how many times a steward was  
20 appointed without being approved by the Local 41 Executive  
21 Board, and I am asking you who? Who was appointed without  
22 being approved by the local Executive Board?

23 A. Well, just like we just discussed, the people from CAN TV.

24 Q. Okay. What were their names?

25 A. Omari.

1 Q. But I thought you told us he didn't want to be the steward  
2 and he wasn't the steward.

3 A. I would challenge you to look -- and perhaps this wasn't  
4 part of the scope of the discovery --

5 THE COURT: Why don't --

6 MS. CHARTIER: I'll move on.

7 THE COURT: Was Omari appointed, or not?

8 THE WITNESS: He was appointed, and on some of the  
9 bylaw documents, his name appeared, before they decided that  
10 he didn't want to do it and they changed it. Now, I don't  
11 know that we entered that into our exhibits here because I  
12 didn't know that that would come up.

13 THE COURT: We're not asking about the exhibits.  
14 We just want your recollection. So, what happened with Omari?

15 THE WITNESS: He was appointed as a steward.

16 THE COURT: And then what happened?

17 THE WITNESS: And then he sent an e-mail -- made the  
18 decision, sent an e-mail to Chris Willadsen and I believe at  
19 that time to myself as well, possibly the whole E Board, that  
20 he did not want to be on that -- that he did not want to be a  
21 steward.

22 THE COURT: Who appointed Omari?

23 THE WITNESS: That would have been Chris Willadsen.

24 THE COURT: Was that approved by the board?

25 THE WITNESS: I do not recall. I believe it was

1 unilaterally Chris.

2 THE COURT: And was that appointment reflected in  
3 any minutes of board meetings?

4 THE WITNESS: That, I do not recall.

5 BY MS. CHARTIER:

6 Q. As I indicated previously, Mr. Siddiqui, your counsel  
7 asked for every Executive Board meeting minutes from  
8 January 1, 2016, and they were produced. Did you have an  
9 opportunity to review those documents?

10 A. As many as I could between my job search, yes.

11 Q. Okay. And did any of those -- if something was amiss  
12 with those Executive Board minutes, you would agree with me,  
13 would you not, that your attorneys would have raised that,  
14 correct?

15 MS. ANGELUCCI: Objection. Relevance.

16 MS. CHARTIER: I'll move on, your Honor.

17 BY MS. CHARTIER:

18 Q. I'd like to quickly address the issue of the salary loss  
19 issue at Local 41.

20 So, in the July 2022 Executive Board meeting minutes,  
21 a motion was made to pay Local 41 vice president Crosby the  
22 sum of \$2,625, correct?

23 A. Correct.

24 Q. Okay. And at that time, he had not submitted to the local  
25 treasurer any information about what days he did the work, who

1 he should have been working for, NBC, ABC, ESPN, what he was  
2 doing, what his schedule was; he had produced none of that,  
3 correct?

4 A. You would have to ask the treasurer, but to my  
5 recollection, I hadn't heard about him submitting that.

6 Q. How did the sum -- who arrived at the sum of \$2,625?

7 A. That would have been calculated with his hourly and the  
8 amount of hours, so, that's -- that he worked for our local.

9 Q. Okay. So, he did that, and he gave you the number, and a  
10 motion was made? Is that what happened?

11 A. Yes.

12 Q. Okay. I'd like to direct your attention to Defendants'  
13 Exhibit 19 in the binder you have in front of you. And I'd  
14 like to direct your attention to the second page of that  
15 document. Towards the bottom, we see an e-mail from yourself  
16 dated Sunday, July the 10th, to Marcus Crosby, cc: Kyle  
17 Steenveld. Do you see that?

18 A. Yes.

19 Q. And Mr. Steenveld was appointed by yourself to be  
20 treasurer of Local 41 in April, correct?

21 A. Appointed by me and confirmed by the Executive Board,  
22 correct.

23 Q. Correct. Because the gentleman who was elected on your  
24 slate to be treasurer resigned on or about April 14, correct?

25 A. Correct.

1 Q. Okay. Now, in this e-mail, you are telling them that,  
2 "When I was doing union-approved work instead of my regular  
3 job, this is the process," correct? "I had to fill this out,  
4 along with submit my payroll detail, the portion which states  
5 my hourly, not any OT, which is overtime rates. I would  
6 submit this, and at the time, Karen would verify the hourly  
7 and check the time sheet and make sure it all added up."

8 You wrote that to Kyle and Marcus in July, correct?

9 A. Correct.

10 Q. And that's what you would do when you were seeking a  
11 lost-time payment from the local, correct?

12 A. That is not actually correct. So, what I testified to  
13 here in court was actually how it happened. The president  
14 would fill it out. At the beginning of the year, I would  
15 submit to Karen what my hourly was. They would take care of  
16 the rest.

17 Q. I'd like to refer to the document that you just looked  
18 at when counsel was asking you questions, and there was an  
19 e-mail, I believe, from Don Villar, and the attached was a  
20 lost-time wage sheet with your name on it, correct?

21 A. That is correct.

22 Q. Now, the lost-time wage sheet had a date of 2016 on it,  
23 but the e-mail from Mr. Villar to yourself was in 2017.

24 So, as you sit here today, are you accurate that the  
25 attachment to the e-mail of Don Villar to you in 2017 was

1 that 2016 salary loss form for the LPAT?

2 A. I think I'm a little lost in your question. Could you  
3 repeat? I'm sorry.

4 MS. CHARTIER: Hold on one moment. Let me get the --

5 MR. FILE: CC-1.

6 MS. CHARTIER: Thank you.

7 BY MS. CHARTIER:

8 Q. Okay. Do you still have the bound documents of your  
9 Plaintiffs' Exhibits up there?

10 A. Yes.

11 Q. Okay. If I could direct your attention to Exhibit CC-1.

12 A. CC-1, I'm seeing it.

13 Q. Okay. This is an e-mail that counsel asked you  
14 specifically about.

15 A. Yes.

16 Q. So, you would agree with us, would you not, that the date  
17 of this e-mail is September the 26th of 2017, correct?

18 A. Correct.

19 Q. And the attachment that you supplied to this Court has a  
20 date of salary loss of September the 20th of 2016.

21 A. That is correct.

22 Q. Okay. So, did you, in fact, attend -- what is the LPAT?  
23 Is that a political action event?

24 A. It is.

25 Q. Okay. Did you attend such an event on September the 20th

1 of 2016?

2 A. I don't recall, but I must have if it's reflected here.

3 This would have been something that would have been filled

4 out, and it would not have --

5 Q. Okay. So, looking at the second page of what's been

6 marked as CC-1, as you sit here today, could you recall if

7 you signed this document?

8 A. I -- I likely -- I don't recall.

9 Q. Okay. I'd like to direct your attention in the

10 Defendants' Exhibit binder to Defendants' 20. And if I can

11 direct your attention to just above the halfway mark of that

12 page, we see an e-mail from Marcus Crosby dated August 27,

13 2022, to Kyle Steenveld and yourself.

14 Do you see that e-mail?

15 A. I'm sorry. You said August 27th of Marcus? Yes, I do.

16 Q. Okay. And in that -- is that an accurate copy of the

17 e-mail that you received from Mr. Crosby?

18 A. Yes, it looks to be.

19 Q. Okay. If I can ask you to direct your attention to

20 Defendants' Exhibit 21. And direct your attention to the

21 bottom half of the page where we see an e-mail from

22 Mr. Steenveld to Mr. Crosby and yourself dated August 17,

23 2022, in which he says, "The union does not have a budget

24 to make regular hours work payments coming outside of its

25 part-time office staff."

1           Is this an e-mail that you received from  
2 Mr. Steenveld in August of 2022?

3 A. I'm sorry. You mean August 17th?

4 Q. Yes.

5 A. That's the e-mail you're referring to, right? Or August  
6 22nd? I'm a little confused.

7 Q. August of 2022, but, yes, the date of the e-mail is  
8 August 17.

9 A. Oh, I'm sorry. Yes, that is correct.

10 Q. Okay. Now, were you aware that in July and August of  
11 2022, treasurer Steenveld was contacting president Braico  
12 and president Marinaro about his concerns with the salary  
13 loss issue?

14 A. No.

15 Q. If I can direct your attention to what's been marked as  
16 Defendants' Exhibit 23. And that is -- the top is an e-mail  
17 from Kyle Steenveld to Charlie Braico dated July 10, 2022.  
18 At any time in July or August, did you see this e-mail?

19 A. You're stating that -- the one that Kyle had sent to  
20 defendant Braico?

21 Q. Yes.

22 A. The top one?

23           I don't recall seeing that.

24 Q. Okay. If I can direct your attention to Defendants'  
25 Exhibit 25. And I'll ask you to look at the second e-mail,

1 which is from Kyle Steenveld to yourself, dated Sunday,  
2 July 17th, 2022, in which Mr. Steenveld writes, "Well, I'm  
3 going to let you handle Marcus's salary loss. That item  
4 concerns me with regard to verifying actual salary loss."

5 Do you recall receiving this evidence mail in July  
6 of 2022?

7 A. Yes.

8 Q. If I can direct your attention to Defendants' Exhibit  
9 No. 26. This is an e-mail from Kyle Steenveld to Anna  
10 Bassett, and you're a cc: on this e-mail dated September 16,  
11 2022.

12 So, where we see, "Hi, Anna, so, \$45 times 5,"  
13 question mark, does that refer to the \$45 payment a steward  
14 gets per month, 25 for being steward, and 20 for attending  
15 the meetings?

16 A. Oh, I'm sorry. Are you asking me, or are you reading?

17 Q. Yes. Is that what -- well, let me ask you this: What  
18 compensation does a steward get under the Local 41 bylaws?

19 MS. ANGELUCCI: Your Honor, this is -- again, the  
20 trusteeship is for payment to officers, not to stewards.

21 THE COURT: Overruled.

22 BY THE WITNESS:

23 A. Okay. Although I have a good memory and a great  
24 understanding of the bylaws, a specific number, I'd have to  
25 have my memory refreshed by looking at it.

1 BY MS. CHARTIER:

2 Q. If you don't know, you don't know. That's fine.

3 Looking at the e-mail below from Anna Bassett to  
4 Kyle Steenveld, "Subject: Stewardship," where we see,  
5 "Steward April-September."

6 A. Yes.

7 Q. Okay. "Sat in April, two meetings, May, two meetings,  
8 June, July, and August." Have you seen that document before?

9 A. I don't recall seeing it, and I don't see myself cc'ed on  
10 there; but I don't recall ever seeing that. I think that was  
11 correspondence between the two of them.

12 Q. Okay. Now I'd like to switch topics and focus on the  
13 election appeal of the March 2022 election.

14 So, the ballots were counted in March of 2022,  
15 correct?

16 A. That is correct.

17 Q. Okay. And you and Mr. Crosby were sworn in as president  
18 and vice president on March the 30th of 2022, correct?

19 A. Correct, at the end of the meeting.

20 Q. Okay. And after your swearing-in, challenges were filed  
21 to the conduct of the election, correct?

22 A. Not immediately after, but sometime after, correct.

23 Q. Okay. And at the April Executive Board meeting, there was  
24 a motion made to table appointing a committee to investigate  
25 the election challenges, correct?

1 A. To my recollection, correct.

2 Q. Okay. And at the May Executive Board meeting, you've  
3 testified previously that the Local 41 election challenges  
4 were dismissed at that meeting, correct?

5 A. To my recollection, correct.

6 Q. Okay. Now, Mr. Bridges and Mr. Cunningham filed appeals  
7 with the Sector Executive Council, correct?

8 A. That is correct.

9 Q. And on June the 7th of 2022, of NABET-CWA Sector Executive  
10 Council sent a letter to Local 41 E Board regarding the  
11 election appeal, correct?

12 A. I don't remember the exact date, but if you could lead  
13 me to --

14 Q. Sure.

15 A. But I do know that at some time, that happened.

16 Q. If I can direct your attention to Defendants' Exhibit 6  
17 in the defendants' binder.

18 A. Yes, I do see that. I do recall getting this e-mail.

19 Q. Okay. And in this e-mail, the local -- the national  
20 Executive Board is advising you that election -- because  
21 local -- the local Executive Board dismissed the challenges  
22 at its May 25, 2022, meeting.

23 Do you see that in the first paragraph?

24 A. Yes.

25 Q. Okay. And this was dated June the 7th, correct?

1 A. That is correct.

2 Q. Okay. Now, your testimony previously was that the day  
3 after the Executive Board dismissed the charges, you began  
4 appointing an investigating committee, correct?

5 A. That's correct.

6 Q. At no time, however, did you advise the Sector Executive  
7 Council that the local was undertaking its own investigation,  
8 correct?

9 A. I don't recall that to be the case. I remember a phone  
10 conversation between you and I where you not only were aware  
11 of that, but later, you had then acknowledged that you had  
12 received the documentation that we had sent.

13 Q. Okay. Let me back you up.

14 So, looking at what's in evidence as Defendants'  
15 Exhibit No. 6, the Sector Executive Council is advising the  
16 Local 41 Executive Board that an appeal has been filed, there  
17 are three general challenges, and they are asking for specific  
18 information, correct?

19 A. That is correct.

20 Q. Okay. I'd like to direct your attention to document  
21 Defendants' Exhibit 5. And this is an e-mail from yourself  
22 to Taylor Muzzy. Taylor Muzzy is an attorney at Jacobs,  
23 Burns, Orlove & Hernandez, correct?

24 A. That is correct.

25 Q. That's a labor law firm here in Chicago, correct?

1 A. Correct.

2 Q. And in that e-mail, you state that, "I was advised that  
3 the decision by our NABET Local 41 Executive Board to uphold  
4 the results of the Local 41 election and dismiss the two  
5 challenges were appealed to the sector." Okay?

6 And that's the e-mail that you sent to your attorneys  
7 after receiving the SEC letter, correct?

8 A. That is correct.

9 Q. At any time, did you advise your attorneys that the  
10 charges weren't dismissed, but they were actually being  
11 investigated?

12 MR. PIERCE: Let me object, your Honor. I'm not sure  
13 exactly whom the privilege belongs to, but I don't think that  
14 we should be getting into communications between Mr. Siddiqui  
15 and his attorney at the time.

16 MS. CHARTIER: Well, he wasn't, though, being  
17 represented in an individual capacity. The privilege belongs  
18 to Local 41. That's who was paying the legal bills, and he  
19 signed the retainer with the firm to represent Local 41 and  
20 not him in his individual capacity.

21 THE COURT: I think you might be splitting hairs  
22 there because he was communicating with the lawyers not as  
23 Mr. Siddiqui, but as the president of the local.

24 MS. CHARTIER: Okay. Thank you, your Honor. I'll  
25 withdraw the question.

1 THE COURT: All right.

2 BY MS. CHARTIER:

3 Q. But you would agree that what's in evidence -- or what's  
4 been marked as Defendants' Exhibit No. 5 is an e-mail you  
5 sent to Mr. Muzzy, correct?

6 A. Yes.

7 Q. Okay. And the Sector Executive Council, in their e-mail,  
8 asked you to provide the information no later than June 24,  
9 2022, correct?

10 A. Correct.

11 Q. Now, who did you appoint to be investigators in this  
12 matter?

13 A. That would have been Will Rojas, Juan Pimiento, and  
14 D. Gresham.

15 Q. And there were a few other signatures on that  
16 investigation report, wasn't there? Was Doug Webber one of  
17 the members?

18 A. I don't recall him ever being appointed to that or in any  
19 way being a part of that.

20 Q. And you appointed Mr. Pimiento to be a steward, correct?

21 A. Incorrect.

22 Q. You did not? You did not make that appointment in June  
23 or July?

24 A. I did not.

25 Q. Okay.

1 A. Because you're saying steward, correct?

2 Q. Yes.

3 A. I did not.

4 Q. You did not appoint him to be a steward or an alternate  
5 steward?

6 A. I think you should review your notes.

7 THE COURT: Well, just answer the question.

8 BY THE WITNESS:

9 A. I did not.

10 BY MS. CHARTIER:

11 Q. Okay.

12 A. He was an alternate steward.

13 Q. But he was not appointed by you?

14 A. Not as a steward, as you asked.

15 Q. What was he appointed as?

16 A. An alternate steward.

17 Q. Thank you. Since you became president?

18 A. Yes.

19 Q. Yes. And you put him on the committee. Got it.

20 And the election report, which was signed by five  
21 individuals and dated on June 18, 2022, some three weeks  
22 after the appeal was filed with the Sector Executive Council,  
23 that report was included in the information requested by the  
24 sector; and you sent that to vice president Marinaro on or  
25 about June 25th, correct?

1 A. I remember sending everything by the deadline. I can't  
2 tell you exactly what the date was, but by the deadline that  
3 the sector had requested.

4 Q. Now, you replaced Chris Willadsen as president of  
5 Local 41, correct?

6 A. I was elected to the role of president.

7 Q. Right. And the president before you was Christopher  
8 Willadsen, correct?

9 A. Correct.

10 Q. Okay. And you were sworn in on March the 30th, 2022,  
11 correct?

12 A. Correct.

13 Q. Okay. And Mr. Willadsen stayed on for two weeks to help  
14 you get settled in your role as president, correct?

15 A. Against my wishes, correct.

16 Q. Okay. So, why was that against your wishes?

17 A. It was my belief that the previous administration would  
18 do whatever they could to set our administration up for  
19 failure, including one specific incident where I saw him  
20 shredding documents when, as no longer being president, he  
21 should have no authority or ownership over documents. And  
22 this was, in my mind, a worst-case scenario, which was  
23 verified by my own eyes.

24 But in answer to your question, that's why I did not  
25 want Chris Willadsen to remain.

1 Q. Okay. So, you would agree with me that the Local 41  
2 president job is a full-time job, correct?

3 A. Historically, it has been. I believe if you approach it  
4 the correct way, you can -- historically, it has been. If  
5 you dedicate full time, full attention, and delegate the  
6 responsibilities, it can be done more effectively.

7 Q. Okay. And as president, the person has an office in the  
8 Local 41 offices, correct?

9 A. That is correct.

10 Q. And like a lot of people, workers in their offices might  
11 have personal information, bank statements, mortgage loans  
12 in their drawers, correct?

13 MS. ANGELUCCI: Your Honor, I'm just going to object.  
14 I don't know where this is going.

15 MS. CHARTIER: Well, your Honor, respectfully, the  
16 witness just testified that he's being set up to fail and that  
17 he saw the former president shredding documents, without  
18 testifying what, if anything, those documents were.

19 I think it's appropriate; but if you don't, I will  
20 move on with haste.

21 THE COURT: That's fine. So, the question is, "And  
22 like a lot of people, workers in their offices might have  
23 personal information, bank statements, mortgage loans, in  
24 their drawers, correct?"

25 THE WITNESS: That is correct.

1 BY MS. CHARTIER:

2 Q. And it could have been those type of documents that -- if  
3 Mr. Willadsen was shredding anything, those could have been  
4 it, personal matters?

5 A. I have no knowledge of what he was shredding.

6 Q. Absolutely.

7 A. What I can state is if I were elected out of office, those  
8 would have been out the day I was elected out of office. I  
9 just want to put that on the record, too. I wouldn't leave  
10 them lingering around the office and then make a show of  
11 shredding them.

12 Q. Okay. And if I could direct your attention to Defendants'  
13 Exhibit No. 27 in the binders. And if I could, we'll get to  
14 the March 30 meeting minutes in a couple of minutes, but the  
15 E Board approved former president Willadsen staying on for  
16 two weeks to help you with the transition at the March 30,  
17 2022, meeting, correct?

18 A. Correct.

19 Q. Okay.

20 MS. ANGELUCCI: Your Honor, can I just object again?  
21 Again, this is not a basis for the trusteeship. I have no  
22 idea why president Willadsen staying on for two weeks is even  
23 relevant here.

24 THE COURT: Overruled.

25 MS. CHARTIER: Thank you, your Honor.

1 THE COURT: I'm not expecting much more on this.

2 MS. CHARTIER: No, no.

3 BY MS. CHARTIER:

4 Q. If I can just ask you to look at Defendants' Exhibit

5 No. 27.

6 A. Yes.

7 Q. Did you receive this e-mail from Mr. Willadsen on April  
8 the 15th of 2022?

9 A. I did receive this e-mail, which shows his  
10 misunderstanding of that motion, but yes.

11 Q. Okay. Now, Mr. Willadsen was part of the master agreement  
12 negotiations for the ABC contract, right?

13 A. He was voted on to continue, correct.

14 Q. Correct. And while he was in negotiations at NABET  
15 headquarters in Washington, D.C., you had his laptop turned  
16 off, correct?

17 A. That is incorrect.

18 THE WITNESS: May I elaborate for your edification on  
19 the matter? I just want to make -- I'm sorry. I don't mean  
20 to be disrespectful. I just want to make sure that it's  
21 clear.

22 THE COURT: Okay. Keep it very short.

23 THE WITNESS: Sure.

24 BY THE WITNESS:

25 A. I deactivated his e-mail. As it turned out, his e-mail

1 was linked to a laptop, not his laptop, not a laptop meant  
2 for that negotiation. That executive -- that was determined  
3 by the Executive Board to be the president's laptop. At that  
4 date, I was the president, and that laptop should have been  
5 returned to me.

6 BY MS. CHARTIER:

7 Q. Moving on, if I can have you look at Defendants' Exhibit  
8 No. 28.

9 Now, you retained the law firm of Jacob, Burns,  
10 Orlove & Hernandez to address the motion made by the Executive  
11 Board in March to pay Mr. Willadsen out his unused vacation,  
12 correct?

13 MR. PIERCE: Your Honor, if I can just interject,  
14 this is again looking at attorney-client privileged  
15 communications. I don't know if the defendants are seeking  
16 to waive all privilege here, but I think it's inappropriate  
17 to explore this.

18 THE COURT: Where did this e-mail come from?

19 MR. PIERCE: This document was -- this is one of  
20 the Defendants' Exhibits. They now have access to all of  
21 Local 41's records, including their internal e-mails with  
22 Local 41's attorneys.

23 MR. FILE: Your Honor, if I may, this is an e-mail  
24 from the local's attorneys to Mr. Willadsen, who is no longer  
25 the president at this time. This is not a privileged

1 document.

2 MS. CHARTIER: And moreover, your Honor, if I might  
3 interject, one of the stated reasons given to the Local 41  
4 officers and the Local 41 members for the imposition of the  
5 temporary trusteeship was the fact that the local was using  
6 union funds, members' dues money, to pay attorneys to take  
7 actions about -- against members. That was one of the stated  
8 reasons in the notice for the temporary trusteeship.

9 MR. PIERCE: That is not the basis of this hearing  
10 today, your Honor. That wasn't identified in advance as one  
11 of the issues that we'd be recovering.

12 MR. FILE: If I may, this also goes to the issue of  
13 the abandoning or altering of the meeting minutes that were  
14 approved, which were related to the payment to the former  
15 president of his unused vacation time, which was something  
16 that was specifically addressed that -- agreed would be part  
17 of this hearing.

18 THE COURT: Well, I'll overrule the attorney-client  
19 objection provisionally. It's just I don't know who the  
20 client -- you guys are fighting over who the client is, and  
21 so I don't -- I don't know who the client is; and, therefore,  
22 I don't know who has the ability to either waive or retain  
23 the privilege.

24 So, I may change my mind on that, and if I do, I will  
25 push this discussion and this exhibit out of my mind. But why

1 don't we just get it on the record.

2 MS. CHARTIER: Thank you, your Honor.

3 BY MS. CHARTIER:

4 Q. Mr. Siddiqui, if I can have you look at Defendants'  
5 Exhibit No. 28, and specifically towards the middle of the  
6 page, an e-mail from Taylor Muzzy dated July the 1st, 2022,  
7 to Chris Willadsen, cc'ed to yourself and the Local 41  
8 treasurer, Kyle Steenveld.

9 Did you receive a copy of this e-mail from your  
10 attorney or the local's attorney?

11 A. Just give me one moment to authenticate it.

12 THE COURT: And I'll also note, I just read the  
13 e-mail. I had not before, just because I just got the  
14 exhibit binder and you just referenced the exhibit.

15 It does seem rather adversarial from the sender,  
16 who's the attorney for the local, and the recipient, who's  
17 Mr. Willadsen, so I wouldn't characterize this as an  
18 attorney-client communication even if the client were  
19 controlled by Mr. Siddiqui. This is being sent to an  
20 adverse party.

21 Go ahead.

22 MS. CHARTIER: Thank you, your Honor.

23 BY MS. CHARTIER:

24 Q. Did you receive a copy of this e-mail? It's a yes-or-no  
25 question.

1 A. I'm just taking a moment to look it over.

2 It was sent to -- yes.

3 Q. Okay. Now I'm going to direct your attention to  
4 Defendants' Exhibit No. 29. This is an e-mail from yourself  
5 on September the 5th to Christopher Franz. Is he one of the  
6 accountants that handles the local's finances?

7 A. Yes.

8 MS. ANGELUCCI: Objection, your Honor. Can we  
9 just -- the scope of the hearing today was about four things.  
10 This isn't one of them. So, they are now going beyond the  
11 scope of what the Court ordered was a limited area of review.

12 THE COURT: Well, you may not want to make that  
13 objection.

14 MS. ANGELUCCI: Okay.

15 THE COURT: Because if their trusteeship memorandum  
16 says, "We're imposing this trusteeship for reasons A, B, C,  
17 and D," and then at this hearing they're arguing, "Well, there  
18 was also reason E that we didn't articulate," I think that's a  
19 good thing for you and not a bad thing for you because it  
20 means that they're not confident in A through D, which then  
21 speaks to whether those are valid reasons, and it also speaks  
22 to good faith versus bad faith. All right?

23 MR. PIERCE: Your Honor, I think I agree with that.  
24 I just do want to note that the stated reasons provided right  
25 around the time of the trusteeship, one of them was

1 specifically the failure to pay the local president the  
2 vacation time he'd requested, which appears to be what this  
3 document relates to; and that's not one of the four fact  
4 issues that had been identified before this hearing.

5 MS. CHARTIER: Your Honor, may I speak very briefly?

6 THE COURT: Go ahead.

7 MS. CHARTIER: After we concluded our call last  
8 Tuesday on the 25th, we were talking about several issues,  
9 and it was sort of a long call. And I understand that your  
10 Honor wanted us to address certain issues.

11 However, there is no dispute plaintiffs, in the  
12 affidavit or the declaration by Mr. Siddiqui, attached the  
13 notice that was given to every Local 41 member on September  
14 the 23rd, 2022, and the pleading. It's Document 6-1, filed  
15 10-19-22, page 129 of 213. These are the reasons the union  
16 told the local and its members justifying the imposition of  
17 the temporary trusteeship.

18 It's the plaintiffs who filed the case and went even  
19 a step further and have asked this Court for the extraordinary  
20 remedy of undoing a trusteeship that is presumptively relevant  
21 because the union complied to the letter with its bylaws and  
22 listed reasons that are listed in the LMRDA.

23 THE COURT: I understand. There's two things going  
24 on here. One is: What were the reasons articulated by the  
25 sector or the national for imposing the trusteeship? And the

1 second issue is: On the last call we had, what did we say was  
2 going to be the subject of the hearing?

3 And I reread at least the rough transcript of the  
4 last part of the last hearing, where I said, "Okay. We're  
5 going to be talking about these two things." And then  
6 somebody mentioned a third thing, and I said, "Anything  
7 else?" And I think you may have mentioned a fourth thing.

8 MS. CHARTIER: I did.

9 THE COURT: And is this a fifth thing --

10 MR. PIERCE: Yes.

11 THE COURT: -- or is it part of the 1 through 4?

12 MR. FILE: If I may be heard, your Honor, I was on  
13 that call, and we disagree. This is not a fifth thing. I  
14 believe the last thing that was identified by Ms. Chartier on  
15 the call was the altering of the meeting minutes from the  
16 March 30th meeting and May meeting. That relates to the  
17 approval of the motion to pay Mr. Willadsen in March. They  
18 then go back and change the minutes to say that he's got to  
19 give us all kinds of documentation.

20 That all leads to his complaint -- or his wage claim,  
21 which then becomes a major potential financial liability for  
22 the local, which is one of the expressly stated reasons in  
23 the notice for the trusteeship.

24 So, this was -- it may not have expressly been --

25 THE COURT: So, you're saying this kind of followed

1 in the wake of one of the four things?

2 MR. FILE: If I can -- if I can guess where Judi's  
3 going with this, I believe this is getting to the alteration  
4 of the meeting minutes, which we specifically discussed was on  
5 the last call.

6 THE COURT: It's close enough, so let's just go  
7 forward. I may or may not decide that this is pertinent; but  
8 it's at least arguably pertinent, so why don't we just go  
9 ahead.

10 MS. CHARTIER: Thank you.

11 BY MS. CHARTIER:

12 Q. So, just very quickly, did you send what's been marked as  
13 Defendants' 29 to Mr. Franz on September the 5th of 2022?

14 A. I did.

15 Q. Okay. And if I can ask you to look at the following  
16 pages in that document, this is the wage complaint that  
17 Mr. Willadsen filed with the Department of Illinois,  
18 correct -- with the Department of Labor of Illinois?

19 A. I don't have direct knowledge of that. I was never  
20 contacted by anyone from that department.

21 Q. Okay. Let me ask you, then. Look back at the first page  
22 of what's been marked as Defendants' Exhibit 29.

23 THE COURT: Basically, Mr. Siddiqui, you sent  
24 something to Mr. Franz. "Hi, Chris. Here's the Willadsen  
25 complaint," and there's an attachment. What's the attachment?

1 THE WITNESS: I see what you mean.

2 BY THE WITNESS:

3 A. Are you stating that it was this --

4 THE COURT: What's the attachment?

5 THE WITNESS: Willadsen complaint. Yeah, it might  
6 have been this.

7 I'm sorry for -- yep, it may have been this.

8 THE COURT: Okay. So, this is -- the e-mail says  
9 there's an attachment, and there are these five or six or  
10 seven pages afterwards. Is this the attachment that you  
11 attached to your e-mail?

12 THE WITNESS: Yes, your Honor, it is. I believe --  
13 and this is where I got a little confused, is you said was  
14 this what was submitted to the -- you stated a specific  
15 agency, is that correct, counsel?

16 BY MS. CHARTIER:

17 Q. My question was: Did you submit the documents that are  
18 after your e-mail from Mr. -- to Mr. Franz with that e-mail?

19 A. I did. I don't believe that was your original question.  
20 I believe it was if it went to --

21 THE COURT: It doesn't matter.

22 THE WITNESS: Okay.

23 THE COURT: Go ahead.

24 MS. CHARTIER: Thank you, your Honor.

25 BY MS. CHARTIER:

1 Q. Okay. Mr. Siddiqui, if I can, I'd like to direct your  
2 attention to what's marked as Defendants' Exhibit No. 2.

3 THE COURT: And how much longer do you have, counsel?

4 MS. CHARTIER: 10 minutes?

5 THE COURT: Okay. Let's make it definitely 10.

6 MS. CHARTIER: Okay.

7 THE COURT: Because I have a 12:15 appointment.

8 MS. CHARTIER: Okay. Yeah.

9 BY MS. CHARTIER:

10 Q. Please look at Defendants' Exhibit 2.

11 A. I'm looking at it.

12 Q. Okay. Now, from April 1st, 2022, until the day the  
13 local -- the sector imposed the trusteeship on September  
14 the 22nd, Local 41 had not paid any dues to the sector,  
15 correct?

16 MR. PIERCE: Okay. Objection, your Honor. This is  
17 very clearly a matter that's not set for this hearing. This  
18 is one of the stated reasons that was specifically not  
19 addressed when we went through the list of issues for this  
20 hearing.

21 MR. FILE: Your Honor, if I may respond to that, if  
22 the -- we're here on a TRO hearing; and if the plaintiffs  
23 stipulate to the fact that they did not remit dues to the  
24 national --

25 THE COURT: You're kind of avoiding the -- you're

1 talking past what counsel just said.

2 MR. FILE: Well --

3 THE COURT: I said -- I mean, that's why I kind of --  
4 I didn't treat formally the hearing -- the end of the hearing  
5 like a deposition, but I said, "Anything else? Anything else?  
6 Anything else? Anything else?" And then at some point,  
7 everybody said, "No, nothing else."

8 MS. CHARTIER: And, your Honor --

9 THE COURT: Is this one of the things that we said  
10 we were going to talk about today?

11 MR. FILE: I don't believe that this was specifically  
12 addressed for today; but if it's not up for today, again, we  
13 would -- we disagree with their assertion at the beginning of  
14 the hearing today that the burden is on the local -- or sorry,  
15 on the union on this side, defendants, to prove good faith.

16 They are seeking a TRO. They're alleging bad faith.  
17 They have to prove that all of the reasons were bad faith.  
18 And as your Honor pointed out in the first hearing on  
19 October 24th, as long as there's one good reason for the  
20 trusteeship, then there is no basis to issue a TRO.

21 THE COURT: Yeah, you're right. But then when I  
22 asked --

23 MS. CHARTIER: Um-hum.

24 THE COURT: I was basically asking you, "What are all  
25 of your reasons for the trusteeship that we're going to

1 be discussing today?" And you gave me four, and I said, "Any  
2 others?" And you said, "No."

3 MS. CHARTIER: Your Honor, I will happily fall on the  
4 sword for this because I was the person speaking on behalf of  
5 the defendants at this second hearing date where we were  
6 served with both the complaint and all of the papers for the  
7 motion for a TRO. And then when on Monday, you asked  
8 plaintiffs if they were going to respond to our opposition,  
9 counsel for the plaintiff said no, they would do it by oral  
10 argument; but then they did respond.

11 So, I freely fall on my sword that I did not identify  
12 this in the call; however, unions, we live or die by the dues  
13 we get from our members. Mr. Siddiqui was a local officer and  
14 an officer of the national union. He took an oath to uphold  
15 and enforce the constitution and the bylaws. There is very  
16 specific language that we cite in our papers about what  
17 happens when a local fails to remit dues on behalf of members  
18 to the national.

19 This is a very serious issue; and I fall on my sword  
20 that I did not have the wherewithal to mention it, but this  
21 was -- is one of the reasons that was specifically delineated  
22 in the notice given to the local officers and the members.

23 MR. PIERCE: Respectfully, your Honor, the hearing  
24 happening today was at the request of the defendants because  
25 they wanted to present additional evidence on certain issues.

1 Four issues were identified. We could spend weeks if we --  
2 you know, if we had the time to go through every single fact  
3 that happened in this case. The point of this hearing was to  
4 address those four issues.

5 And we were authorized to exchange discovery requests  
6 related to those four issues, which we did. We did not have  
7 an opportunity to ask for whatever documents the sector may  
8 believe it has for any other issue that it believes supports  
9 its case because that's not why we're here today.

10 THE COURT: Yeah. So, why don't -- let's not get  
11 into this -- any other issues other than the four. I don't  
12 know what implications that's going to have for the decision  
13 on the TRO, but I can cross -- we'll cross that bridge if and  
14 when we come to it.

15 MS. CHARTIER: Okay. So, then, your Honor, just so  
16 I'm clear, your decision is that I am not allowed to inquire  
17 about the failure to pay dues?

18 THE COURT: My decision is, yes, because I asked for  
19 what are the topics at the TRO hearing; and I was given four  
20 topics, and this doesn't fall within one of the four.

21 MS. CHARTIER: I understand. But could I ask your  
22 Honor, will you be reviewing the declarations provided by  
23 plaintiff Siddiqui when you render your decision?

24 THE COURT: Yes.

25 MS. CHARTIER: And then because I am precluded from

1 putting on evidence, which I understand and respect, I would  
2 just ask you to take the -- consider the remarks and comments  
3 made by Mr. Siddiqui in his declaration specifically with  
4 regard to this issue.

5 THE COURT: Yes.

6 MS. CHARTIER: Thank you.

7 THE COURT: And we have Exhibit No. 2 as well.

8 MS. CHARTIER: Great.

9 BY MS. CHARTIER:

10 Q. Mr. Siddiqui, you were a member of the NABET-CWA Sector  
11 Executive Council in 2019, correct?

12 A. Correct.

13 Q. Okay. Do you recall voting to put NABET-CWA Local 212  
14 under temporary trusteeship in that year?

15 MS. ANGELUCCI: Objection. Relevance.

16 THE COURT: Overruled.

17 BY THE WITNESS:

18 A. I do recall.

19 BY MS. CHARTIER:

20 Q. If I can direct your attention to what's been marked as  
21 Defendants' Exhibit No. 4 in the binder. Do you see that  
22 document?

23 A. I do.

24 Q. Where we see towards the bottom, "RVP-4, Raza Siddiqui,  
25 YES," does that indicate your vote to place the local under

1 temporary trusteeship?

2 A. It does.

3 Q. Thank you. And now I would just like to finish by asking  
4 you a few questions about the March 30th, 2022, Executive  
5 Board meeting.

6 Now, at the -- you were in attendance at the  
7 March 30, 2022, Executive Board meeting, correct?

8 A. Yes.

9 Q. And at that meeting, Mr. Willadsen made a motion to have  
10 himself paid out for his unused vacation, correct?

11 A. He did make that motion.

12 Q. Okay. Now --

13 A. Subject to certain provisions, but yes.

14 Q. Okay. Now, when he stated his motion, it was to have  
15 Chris Willadsen paid out for his unused vacation time,  
16 109 days, correct?

17 A. That was part of it, but there was more attached to it  
18 but was not accurately reflected in the meeting minutes, as  
19 multiple people made objections to --

20 Q. I'm asking you about the words that came out of  
21 Mr. Willadsen's mouth. Did he say, "Motion to have Chris  
22 Willadsen paid for unused vacation, 109 days"?

23 A. There was more to it than that.

24 Q. That came out of Chris Willadsen's mouth?

25 A. That came out, along with other -- other words. I --

1 THE COURT: That's fine. You answered the question.

2 THE WITNESS: Yeah. I don't understand.

3 BY MS. CHARTIER:

4 Q. Okay. So, then, what you supplied to the Court as the  
5 corrected minutes, where it says, "Have Chris Willadsen paid  
6 out for unused vacation pay, 109 days, provided Chris  
7 Willadsen can defend against claims," did those words come  
8 out of Chris Willadsen's mouth?

9 A. They did.

10 Q. So, when was the motion amended?

11 A. When was the motion -- those were the words -- I think  
12 he read the room and realized that he didn't have the votes  
13 because multiple people asked him -- I will tell you exactly  
14 what I recall --

15 Q. I'm not -- I want to know --

16 A. Yeah.

17 Q. You're under oath.

18 A. I certainly am, and I --

19 Q. What exactly did Chris Willadsen say as his motion that  
20 was seconded by member Cunningham and passed? What was the  
21 motion?

22 A. Being under oath, I'm not going to pretend to recollect  
23 something that happened there, but I will happily read what  
24 was stated as reflected into what he said. I will happily  
25 read that for you.

1 Q. No, I'm not asking you to read anything.

2 A. Then I don't recollect the exact words, but I know that  
3 there were --

4 Q. Thank you.

5 A. -- in addition to what you said.

6 Q. Thank you. That's all I need.

7 THE COURT: Can you paraphrase what the motion was?

8 THE WITNESS: Yes. He made a motion to pay himself  
9 money, and that he would provide evidence and be able to  
10 defend it against claim.

11 THE COURT: Okay. Not necessarily in those exact  
12 words, but that was the gist?

13 THE WITNESS: That was the spirit of what he said,  
14 but not exactly.

15 THE COURT: What do you mean the spirit?

16 THE WITNESS: Like what you said. They were not the  
17 exact words, but it was what he said.

18 THE COURT: Okay.

19 THE WITNESS: If that makes sense.

20 BY MS. CHARTIER:

21 Q. So, when you say about the substantiating and defending  
22 against claims, was that part of a discussion that the  
23 Executive Board had after Chris made his motion?

24 A. I don't recall the specifics.

25 Q. Okay. Thank you.

1 THE COURT: Do you have anything further, counsel?

2 MS. CHARTIER: Let me just check real quick because  
3 I do apologize, and I appreciate your courtesies, your Honor.

4 BY MS. CHARTIER:

5 Q. And just very quickly, Mr. Siddiqui, your counsels  
6 presented this Court with a binder, a number of Executive  
7 Board meeting minutes for years gone past. Just so it's  
8 clear, those -- there's no dispute about the accuracy of  
9 those Executive Board meeting minutes, correct?

10 MR. PIERCE: Can we be clear about the scope of --  
11 are you saying every single document, or are we talking about  
12 a specific document?

13 By MS. CHARTIER:

14 Q. Well, so the -- if a motion is made and it's reported in  
15 the meeting minutes, then because you're offering that to the  
16 Court, we can accept that as true, correct?

17 A. I'm sorry. Could you repeat? I'm a little --

18 THE COURT: Are all the --

19 MS. CHARTIER: I'll withdraw.

20 THE COURT: What?

21 MS. CHARTIER: I'll withdraw the question, your  
22 Honor.

23 THE COURT: Okay.

24 MS. CHARTIER: Thank you very much. That's all I  
25 had, and I appreciate the Court's indulgence.

1 THE COURT: Sure. So, we'll break for lunch now.  
2 We'll resume at 1:15.

3 Are you going to do a redirect on Mr. Siddiqui?

4 MS. ANGELUCCI: A brief one.

5 THE COURT: Okay. If so, then don't -- please don't  
6 talk to him about the substance of his testimony.

7 MS. ANGELUCCI: Understood.

8 THE COURT: All right? Thanks.

9 (Lunch recess had.)

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IN THE UNITED STATES DISTRICT COURT.  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

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RAZA SIDDIQUI, MARCUS  
CROSBY, ANNA BASSETT, DOUG  
WEBBER, NATHAN CANTU,  
JEFFREY CHEATHAM, and TODD  
ROBERTS,

Plaintiffs,

-vs-

NABET-CWA, AFL-CIO, CLC;  
CHARLES BRAICO, in his  
capacity as Sector President  
of NABET-CWA; LOUIS M.  
MARINARO, in his capacity as  
Sector Vice President of  
NABET-CWA; and EDWARD  
McEWAN, in his capacity as  
Temporary Trustee of  
NABET-CWA Local 41,

Defendants.

Case No. 22 C 5732

Chicago, Illinois  
November 3, 2022  
1:15 p.m.

TRANSCRIPT OF PROCEEDINGS  
BEFORE THE HONORABLE GARY FEINERMAN

APPEARANCES:

For the Plaintiffs: ASHER, GITTLER, GREENFIELD, COHEN &  
D'ALBA  
BY: MS. MARGARET A. ANGELUCCI  
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1 (Proceedings heard in open court:)

2 THE COURT: Please be seated.

3 All right. So, is there going to be a redirect?

4 MS. ANGELUCCI: There is, your Honor, but I just  
5 wanted to clarify, there were a couple of exhibits that I  
6 couldn't readily identify. Are you accepting those exhibits?

7 THE COURT: Which ones?

8 MS. ANGELUCCI: It's 2, and I know that counsel  
9 hasn't addressed it yet, but there's another exhibit that's  
10 in the binder, 3, Defendants' Exhibits.

11 THE COURT: So, let's talk about the other ones.

12 So, all the exhibits that were referenced other than  
13 Defendants' 2, is there any objection to them?

14 MS. ANGELUCCI: No, other than relevance.

15 THE COURT: Defendants?

16 MS. CHARTIER: Do we object to Defendants' Exhibits?

17 THE COURT: No, any of the Plaintiffs' Exhibits.

18 MS. CHARTIER: No.

19 THE COURT: All right. So, all of those are  
20 admitted.

21 (Said exhibit admitted in evidence.)

22 THE COURT: There's an issue with No. 2, which was  
23 not one of the four topics. I mean, this is the thing. Your  
24 papers talk about more than the four topics, so if they  
25 just -- I mean, what difference does it make whether they

1 introduce it in a hearing or whether they file it on the  
2 docket? It is what it is.

3 MS. ANGELUCCI: All right.

4 THE COURT: So, I'll -- I'll admit it, but it's --  
5 only because it's something that they could have filed anyway,  
6 but that's a different question of whether it was going to be  
7 a subject of testimony or cross-examination at the hearing.

8 MS. ANGELUCCI: Correct. We didn't -- because we  
9 thought it was limited to these four topics, we didn't ask  
10 any discovery or submit any discovery specifically to the  
11 dues. However, we -- -- sorry. However, we do have some  
12 limited additional exhibits addressing the dues issue, which  
13 we will submit to the Court, some evidencing that dues  
14 payments were as late as 18 months late in previous  
15 administrations, and they were not put into trusteeship.

16 So, if you're going to consider that issue for  
17 purposes of the validity of the trusteeship, we'll submit  
18 those as well.

19 THE COURT: All right.

20 MS. CHARTIER: Respectfully, your Honor, then if  
21 you're going to allow plaintiffs to introduce those documents,  
22 then we would submit that our Exhibit No. 2 should come in.

23 THE COURT: Well, it's in.

24 MS. CHARTIER: It's in. Okay.

25 THE COURT: It's as if you had filed it.

1 MS. CHARTIER: Perfect. Thank you.

2 THE COURT: Yes.

3 MS. ANGELUCCI: Do you want me to tender these to  
4 you now, or do you want me to just electronically file them?

5 THE COURT: Why don't you electronically file them.

6 MS. ANGELUCCI: And I'll give -- Judi, I'll give you  
7 a copy of it.

8 MS. CHARTIER: That sounds goods.

9 THE COURT: So, do we have redirect of Mr. Siddiqui?

10 MR. PIERCE: Yes, your Honor.

11 THE COURT: Okay. And you're still under oath,  
12 Mr. Siddiqui.

13 THE WITNESS: Understood.

14 MR. PIERCE: Your Honor, as an initial matter, I just  
15 have a couple of documents that were previously filed on the  
16 docket in our earlier filings. We haven't circulated copies.

17 THE COURT: They're already on the docket?

18 MR. PIERCE: Yes, but I don't think the witness and I  
19 don't think the defense has it.

20 THE COURT: Okay. That's fine.

21 RAZA SIDDIQUI, PLAINTIFF HEREIN, PREVIOUSLY SWORN.

22 REDIRECT EXAMINATION

23 BY MR. PIERCE:

24 Q. Okay. Mr. Siddiqui, you understand that you're still  
25 under oath?

1 A. I do.

2 Q. Okay. On the cross-examination, you were asked several  
3 questions by the defendants' counsel about the appointment  
4 of stewards and alternate stewards and whether those were  
5 approved by the Executive Board.

6 Do you recall that line of questions?

7 A. Yes.

8 Q. Okay. Now, do you recall the letter that went out on or  
9 around September 23rd of 2022 by the new trustee of Local 41,  
10 identifying stated reasons for the trusteeship?

11 A. I do.

12 Q. Okay. And you should have in front of you now a document  
13 marked as Plaintiff's Exhibit 0, which was filed with the  
14 Court in docket 6-1. Do you see that document?

15 A. Yes.

16 Q. Okay. And is this a copy of the letter from the trustee  
17 identifying seven stated reasons for the trusteeship?

18 A. Yes.

19 Q. I want to direct your attention in this document  
20 specifically to the paragraph numbered 1, which states, "The  
21 failure to elect members of the Local 41 Executive Board by  
22 secret ballot election, as required by the bylaws, CWA  
23 constitution, and federal labor law."

24 Do you see that language?

25 A. Yes.

1 Q. Now, my question for you, Mr. Siddiqui, is: Through all  
2 of these -- this period of time we've been looking at, 2016  
3 to the present, and the stewards who were appointed or put  
4 into office during that time, was there ever a secret ballot  
5 election conducted for the position of steward or alternate  
6 steward in that time period?

7 A. There was not, to my knowledge.

8 Q. Okay. And if you still have the binder of Defendants'  
9 Exhibits in front of you, if you could please turn to what's  
10 been marked as Exhibit AA-2.

11 THE COURT: Do you means Plaintiffs' Exhibits?

12 MR. PIERCE: Yes, your Honor, Plaintiffs' Exhibits.

13 MS. ANGELUCCI: Yes.

14 BY THE WITNESS:

15 A. Okay. I'm looking at it as we speak.

16 BY MR. PIERCE:

17 Q. Okay. And this appears to be Local 41 Executive Board  
18 meeting minutes from May 25th of 2016, is that correct?

19 A. That's correct.

20 Q. If you could direct your attention to page 2 of this  
21 document. Under the new business, is it apparent from these  
22 meeting minutes that a new shop steward was sworn in during  
23 this meeting?

24 MS. CHARTIER: Objection. Leading the witness, your  
25 Honor.

1 THE COURT: Overruled.

2 BY THE WITNESS:

3 A. It is.

4 BY MR. PIERCE:

5 Q. And please feel free to flip through these meeting  
6 minutes, but on -- looking through this document, was the  
7 swearing-in of the steward or steward alternate in this  
8 meeting ever approved through a motion to the Executive Board?

9 A. No.

10 Q. I'm sorry. I didn't hear you.

11 A. No, not that I see here.

12 Q. Okay. And in May 25th of 2016, who was the local union  
13 president?

14 A. That would have been former president Don Villar.

15 Q. Okay. To your knowledge, was Don Villar or his  
16 administration ever placed under trusteeship for appointing  
17 stewards without board approval?

18 A. They were not.

19 Q. Were they ever placed under trusteeship for failing to  
20 conduct a secret ballot election for stewards or steward  
21 alternates?

22 A. No.

23 Q. If you could now please turn to, in that same binder,  
24 the document marked as Exhibit AA-16, that's Plaintiffs'  
25 Exhibit AA-16.

1 A. Okay.

2 Q. And can you identify this document for me, please.

3 A. These are the meeting minutes from March 31st, 2021.

4 Q. Okay. Turning your attention to the third page of this  
5 document, just before the motions appear, based on the meeting  
6 minutes here, does it appear that an individual was sworn in  
7 as a steward at that meeting?

8 A. Yes, it does.

9 Q. And who was sworn in during that meeting?

10 A. Steve Griswold as a new daily hire steward.

11 Q. Okay. And please do flip through this document; and once  
12 you've had a chance to review it, can you please tell me  
13 whether it is apparent that Mr. Griswold was ever approved by  
14 the Executive Board on motion to be appointed as a steward in  
15 that meeting?

16 A. He was not.

17 Q. Who was the local president as of March 31st, 2021?

18 A. That would have been former president Christopher  
19 Willadsen.

20 Q. Was Chris Willadsen or his administration ever placed in  
21 trusteeship for appointing Mr. Griswold or any other steward  
22 without board approval?

23 A. No.

24 Q. Was Mr. Willadsen or his administration ever placed in  
25 trusteeship for failing to conduct a secret ballot election

1 for the positions of steward or steward alternate?

2 A. No.

3 Q. Thank you.

4 Okay. The other document that I handed out when we  
5 got started is a document marked as Exhibit K. This was also  
6 previously filed with the Court on docket 6-1. This is  
7 Plaintiffs' Exhibit K.

8 Do you see that in front of you?

9 A. Yes, I do.

10 Q. Okay. And what is this document marked as Exhibit K?

11 A. This is the report that was generated by the local  
12 election investigative committee.

13 Q. Okay. And I know you testified in response to some of the  
14 questions from the defendants' attorney about the members of  
15 this committee. Do you recall the members that you put on  
16 this committee?

17 A. Yes. That was D. Gresham; that was Juan Pimiento; and  
18 that was Will Rojas, who also goes by Guillermo Rojas.

19 Q. And I understand that you, Mr. Siddiqui, are not a  
20 handwriting or signature expert; but looking at this document,  
21 does this appear to be signed by anyone other than the three  
22 individuals that you named to this committee?

23 A. No.

24 Q. Okay. You were also asked some questions about a wage  
25 complaint that was apparently submitted to you by

1 Mr. Willadsen. Do you recall that?

2 A. Wage complaint that was not submitted to me directly,  
3 but I do recall that line of questioning.

4 Q. Okay. Is it your understanding of that complaint that  
5 Mr. Willadsen was filing that complaint to try to recover the  
6 more than \$57,000 in vacation time that he had requested?

7 A. Yes. I think it might have been \$56,000, more than  
8 56,000.

9 Q. Okay. Did Mr. Willadsen ever submit any supporting  
10 documentation to the Executive Board justifying his request  
11 for 56 or \$57,000 in vacation time?

12 MS. CHARTIER: Your Honor, I'm going to object. Same  
13 objection made by counsels for the plaintiff. This issue was  
14 not one of those identified as one of the four issues to be  
15 addressed during this hearing.

16 THE COURT: I thought your colleague said it was,  
17 though.

18 MS. ANGELUCCI: He did.

19 MR. FILE: What I said was the questioning that she  
20 was getting to was the changing of the meeting minutes. This  
21 issue is the underlying issue -- the issue of the vacation  
22 pay, which was approved at the March 30th meeting, is the  
23 underlying issue, which goes to the changing of those meeting  
24 minutes. The validity --

25 THE COURT: You asked him -- so, you're allowed to

1 ask him about the complaint, but he's not allowed to ask him  
2 about the complaint?

3 MR. FILE: I think on --

4 THE COURT: Is that what you're saying?

5 MR. FILE: On defendants' cross, he was just asked  
6 to identify whether he -- an e-mail that he sent with the  
7 complaint. Now we're getting into the merits or maybe lack  
8 thereof of Mr. Willadsen's --

9 THE COURT: Overruled. It's not beyond the scope.

10 BY MR. PIERCE:

11 Q. Okay. Do you recall the question, Mr. Siddiqui?

12 A. No. Would you please repeat it?

13 Q. Yes. My question was: Did Chris Willadsen ever submit  
14 any supporting documentation to the Executive Board to justify  
15 his request for 56 or \$57,000 in vacation time?

16 A. No.

17 MR. PIERCE: Okay. No further questions, your Honor.

18 THE COURT: All right. Thank you.

19 Any recross?

20 MS. CHARTIER: Oh, can I? Sure.

21 THE COURT: You're allowed, as long as it's within  
22 the scope.

23 MS. CHARTIER: Yep, absolutely, your Honor.

24 RECCROSS-EXAMINATION

25 BY MS. CHARTIER:

1 Q. Good afternoon, Mr. Siddiqui. I just have a couple of  
2 questions for you based on documents that your counsel just  
3 asked you to review.

4 If I can direct your attention to what's in evidence  
5 as AA-16, and this is in the spiral-bound document. And these  
6 are the meeting minutes for March 31st, 2021.

7 A. I'm looking at them.

8 Q. Okay. And directing your attention to the first page of  
9 that document, towards the bottom, where we see Executive  
10 Board members absent, officers, vice president Raza Siddiqui,  
11 that's you, correct?

12 A. That is correct.

13 Q. So, you were not in attendance at this meeting?

14 A. That is incorrect. I was in attendance.

15 Q. Okay. So, is there a corrected version of these meeting  
16 minutes somewhere? Because these were documents that were  
17 submitted by your counsel on your behalf.

18 A. I believe there was -- at that time, they did not take  
19 the due care that we did, so I believe that these were the  
20 final minutes that were approved, unfortunately incorrectly.

21 Q. Okay. So, then there was at least one error in what's  
22 marked as AA-16 because you're testifying under oath that you  
23 were in attendance at that meeting when the minutes reflect  
24 that you were absent?

25 MR. PIERCE: Let me object, your Honor. I don't

1 think I asked whether Mr. Siddiqui was at that meeting, so  
2 I don't think that accurately characterizes the testimony.

3 THE COURT: I think he just testified that he was at  
4 the meeting, not in response to a question from you, but in  
5 response to a question from counsel.

6 MR. PIERCE: Withdrawn.

7 THE COURT: Okay.

8 MS. CHARTIER: Thank you.

9 THE COURT: Were you at the meeting?

10 THE WITNESS: Yes.

11 THE COURT: And the minutes say you weren't at the  
12 meeting.

13 THE WITNESS: That is correct.

14 THE COURT: Are you saying that the minutes are wrong  
15 in that respect?

16 THE WITNESS: Yes.

17 THE COURT: Okay. Does that clear things up for  
18 everybody?

19 MS. CHARTIER: That does, yes.

20 THE COURT: Okay. Good.

21 MS. CHARTIER: One moment, please.

22 THE COURT: The shortest point -- the shortest way of  
23 getting from Point A to Point B is a straight line. Okay?

24 BY MS. CHARTIER:

25 Q. And again, your counsel asked you to look at the

1 Exhibit AA-2, which is again in the spiral-bound document.

2 A. I'm looking at it.

3 Q. And I'm looking at the first page, which is the attendance  
4 sheet, and I do not see your name here. Can you tell us as  
5 you sit here today, were you in attendance at the May 25,  
6 2016, Executive Board meeting minutes?

7 A. You're looking at the May 25, 2016, meeting minutes,  
8 correct?

9 Q. Yes. Were you in attendance at that meeting?

10 A. It is my belief I was at that one, yes.

11 Q. So, you were not listed, though. Is this another error  
12 with meeting minutes?

13 A. It would appear so.

14 Q. Okay. But you told us that you were appointed to be a  
15 steward in June of 2016, so it's your testimony that before  
16 you were a member of the Executive Board, you were permitted  
17 to be at the meetings?

18 A. You know, I don't believe I would have been allowed to  
19 have been at a meeting before executive -- before I was sworn  
20 in, although there had been certain occasions where guests  
21 were invited, and I believe that this may have been one. I  
22 don't believe that I was in that capacity as an Executive  
23 Board member.

24 Q. Okay. And finally, counsel asked you to look at what was  
25 previously submitted in the docket as Exhibit No. K, and this

1 is the local election investigative report.

2 A. I'm sorry. This was -- this is K is what you're  
3 referring to?

4 Q. K, as in kite.

5 A. Yes.

6 Q. Do you have that in front of you?

7 A. I do.

8 Q. Could I ask you to look at the third page of that  
9 document.

10 How many signatures do we see on the bottom?

11 A. I am seeing here three signatures, and then two printed  
12 versions of the same.

13 Q. Okay. So, the printed versions, what are the printed  
14 version names?

15 A. Juan Pimiento, D. Osborne Gresham.

16 Q. Okay. And two of the three signatures are for Juan and  
17 D. Osborne?

18 A. Yes.

19 MS. CHARTIER: Okay. Thank you. That's all I have,  
20 your Honor.

21 THE COURT: Okay. Thanks. Anything based on that?

22 MR. PIERCE: Nothing, your Honor.

23 THE COURT: All right. You can step down,  
24 Mr. Siddiqui.

25 THE WITNESS: Thank you, sir.

1 (Witness excused.)

2 THE COURT: So, who's your next witness?

3 MR. PIERCE: Your Honor, our next witness --

4 MS. ANGELUCCI: Marcus Crosby.

5 MR. PIERCE: -- is Marcus Crosby. This is the one  
6 we had asked for leave to appear by video.

7 THE COURT: All right.

8 MR. PIERCE: I believe he has been sent a link. If  
9 we could just have a minute to make sure that the technology  
10 is all functioning.

11 THE COURT: Okay. And if you're looking for help on  
12 the technology, don't look in my direction.

13 You'll get him up on the screen?

14 LAW CLERK: Yes.

15 THE COURT: Good.

16 MS. ANGELUCCI: Your Honor, just so you're aware, we  
17 have to sign on digitally to be able to share the screen  
18 because we can't do it from the court's connection.

19 MR. PIERCE: So, I'm going to join the chat on my  
20 laptop here.

21 THE COURT: That's fine.

22 MR. PIERCE: All right. It looks like we have  
23 Mr. Crosby on.

24 Mr. Crosby, can you hear me?

25 MS. ANGELUCCI: Maybe not.

1 THE COURT: I think you have to click the camera on  
2 and the mic on up there at the top.

3 LAW CLERK: That's mine.

4 THE COURT: Oh, that's on yours? On your laptop, is  
5 your volume on, your microphone on?

6 MR. PIERCE: I have not been able to join the meeting  
7 on my laptop yet. I was just seeing if we had room audio for  
8 Mr. Crosby to hear.

9 LAW CLERK: I can check and turn mine on. Is that  
10 okay?

11 Mr. Crosby, can you hear us?

12 Mr. Crosby? Okay.

13 THE COURT: Why don't you put on --

14 LAW CLERK: Yeah. I mean when I unmute here and make  
15 sure that --

16 THE COURT: Have you connected yet?

17 MR. PIERCE: Not yet, your Honor. I apologize.

18 THE COURT: That's all right.

19 MR. PIERCE: Okay. Your Honor, at this time, I'm  
20 having some difficulty connecting on my laptop. There is only  
21 one single exhibit that we were planning to admit with this  
22 witness.

23 THE COURT: Let me see if I can get it on mine.

24 Okay. He says that he's there and he can see your  
25 icon.

1 MR. PIERCE: I think that's the court clerk's icon,  
2 your Honor.

3 THE COURT: Okay. Well, let me see if I can get it  
4 on my iPad.

5 Can you see me?

6 THE WITNESS: Yes, sir.

7 THE COURT: Can you hear me?

8 THE WITNESS: Yes, sir.

9 THE COURT: All right. I'm going to give my iPad to  
10 counsel. Don't look at anything else on here.

11 MR. PIERCE: Good afternoon, Mr. Crosby. Can you  
12 hear me?

13 THE WITNESS: Yes, I can. Good afternoon.

14 MR. PIERCE: Can everyone else in the room hear  
15 Mr. Crosby when he's speaking?

16 MR. FILE: Yes.

17 MR. PIERCE: Okay. Great.

18 Apologize for the delay. Technology is never really  
19 a strong suit for attorneys, but we are trying to figure it  
20 out, so --

21 THE WITNESS: All right.

22 MR. PIERCE: Your Honor, would you like to swear the  
23 witness in?

24 THE COURT: Yes. Please go ahead.

25 You can just raise your hand, Mr. Crosby. Thank you.

1 (Witness sworn.)

2 THE WITNESS: Yes.

3 LAW CLERK: You've been sworn.

4 MARCUS CROSBY, PLAINTIFF HEREIN, DULY SWORN.

5 DIRECT EXAMINATION

6 BY MR. PIERCE:

7 Q. Okay. Good afternoon again, Mr. Crosby. I don't think  
8 we've had the chance to meet in person; but my name is Matt  
9 Pierce, and I'm one of the attorneys for the plaintiffs in  
10 this lawsuit.

11 (Bench conference, not reported.)

12 THE COURT: There we go.

13 BY MR. PIERCE:

14 Q. Thank you for bearing with us, by the way, Mr. Crosby.  
15 I will try and keep this short and to the point.

16 Are you currently a member of NABET Local 41?

17 A. Yes.

18 Q. Have you ever held any position or elected office with  
19 NABET Local 41?

20 A. Yes.

21 Q. What office or position have you held?

22 A. Vice president.

23 THE COURT: And, Mr. Crosby, is it possible for you  
24 to turn up your microphone?

25 THE WITNESS: I can speak louder.

1 THE COURT: Perfect. Thank you.

2 THE WITNESS: Not a problem.

3 BY MR. PIERCE:

4 Q. Mr. Crosby, do you recall about when you assumed the  
5 position of vice president for Local 41?

6 A. Yes. It was in March of 2022.

7 Q. Okay. Was that a position that you were elected to or  
8 appointed to?

9 A. Elected.

10 Q. And are you currently acting as vice president of the  
11 local?

12 A. I am not.

13 Q. Okay. What was the reason that you stopped serving as  
14 vice president?

15 A. Because the sector, headed by Charles Braico, put the  
16 local into trusteeship.

17 Q. Okay. There's really only one issue that I'd like to  
18 focus on with you this afternoon. That is one of the issues  
19 that has been identified by the sector as a basis for the  
20 trusteeship, which is the approval of payments to the  
21 officers of the local union.

22 When you were vice president, did you receive a  
23 regular stipend for your duties?

24 A. I did.

25 Q. And do you recall about how much that stipend was?

1 A. In total, it was about \$1,752 that started the month of  
2 June in increments of about \$142 twice a month.

3 Q. Okay. So --

4 A. Up until the end or the trustee being implemented.

5 Q. Okay. And just so that we're clear, are you saying that  
6 the monthly payment was somewhere between 2- and \$300,  
7 approximately?

8 A. Roughly, yes, an accumulation. But they were paid twice a  
9 month, one mid-month, like on the 15th, around the 15th, and  
10 one at the end of the month, in increments of about \$142.

11 Q. Okay. While you were vice president, did you or anyone  
12 else on your behalf ever request an additional payment for  
13 any work done beyond the scope of your vice presidential  
14 duties?

15 A. I did.

16 Q. Okay. Do you recall about when that request was made?

17 A. I think it was in, like, July, at one of our board  
18 meetings, sometime in July.

19 Q. Okay. And do you recall how much payment was requested  
20 for you or on your behalf?

21 A. I requested around \$2600.

22 Q. And was there specific work or functions that you had  
23 performed that was the basis of that request for payment?

24 A. Yes. I requested the funds based on the rate that I  
25 received from my position as a freelance videographer, work

1 pertaining to Big 10 negotiations, along with the work that  
2 was done at the very top of our administration being  
3 implemented into office.

4 Q. Okay. And can you just explain just in sort of general  
5 terms what you meant when you were referring to the work  
6 with the transition?

7 A. So, at the beginning of our administration, myself and  
8 Raza worked together many hours talking with different  
9 lawyers, talking with the sector, talking with different  
10 technology firms in order to achieve the necessary documents,  
11 the necessary pass codes and things, in order to run the  
12 local that we did not get from the past administration.

13 Q. Okay. So, you are saying that you spent time gathering  
14 that information for the local union, is that correct?

15 A. That is correct.

16 Q. Okay. I think on an earlier question, you had mentioned  
17 sort of the rate of pay that you made that request based on,  
18 but if we can just take a step back.

19 So, what position or what job do you typically  
20 perform as a member of NABET?

21 A. In the broadcasting industry, in the entertainment and  
22 sports industry, I function as a technical director, as well  
23 as a director, during a live broadcast.

24 Q. Okay. And when you're working as a director or technical  
25 director, do you have a regular hourly rate of pay that you

1 typically receive?

2 A. That's correct.

3 Q. And what's that regular hourly rate of pay that you  
4 receive?

5 A. It's based on the production typically. As a director,  
6 it ranges anywhere between 2400 to 5,000 as a flat rate. As  
7 a technical director, my usual rate ranges anywhere between  
8 85 to \$90 to \$100 an hour.

9 Q. Okay. And do you recall the hourly rate that you used to  
10 calculate the request for payment of about \$2600 that was  
11 made?

12 A. Yes. I requested an hourly rate of about \$87, which would  
13 be, for a day rate, about \$700, for a day rate.

14 Q. Okay. And were you able to locate any records that you  
15 had that would reflect that 87 or so dollars as your hourly  
16 rate?

17 A. Yes.

18 MR. PIERCE: Okay. This may get complicated. I  
19 would like to direct the witness's attention to an exhibit.  
20 If there's no objection, I will just hold it up to the screen  
21 so the witness can see it because I don't think I have the  
22 ability to screen share.

23 THE COURT: Go ahead.

24 MR. PIERCE: Okay. Thank you.

25 BY MR. PIERCE:

1 Q. So, Mr. Crosby, I'm going to hold up a document here,  
2 and hopefully you can make it out on the screen.

3 MR. PIERCE: For those of us in the room, this is  
4 in Plaintiffs' Exhibit binder marked as CC-4.

5 BY THE WITNESS:

6 A. Yes, I see that.

7 THE COURT: Other way.

8 MR. PIERCE: Once it's in my face, I can't see.

9 MS. ANGELUCCI: Right there.

10 BY MR. PIERCE:

11 Q. Okay. Mr. Crosby, can you see the document that I'm  
12 holding up?

13 A. I do.

14 Q. And do you recognize this document?

15 A. I do.

16 Q. What is this document?

17 A. That is an invoice that I created for the client that's  
18 listed above.

19 Q. And anywhere in this document, does it show an hourly  
20 rate or a daily rate of pay that you receive for your work  
21 as a director or technical director?

22 A. Yes.

23 Q. And where is that located on this document?

24 A. It's located on the second line in quadrant 1 to the left,  
25 on 9-11-2022, and \$700.

1 Q. Is the number 700, is that an hourly rate or a daily rate?

2 A. That is a day rate based on eight hours.

3 Q. Okay. And do you happen to know off the top of your head  
4 what \$700 a day would equal at an hourly rate?

5 A. Around \$87. I mean, I can pull out my calculator if you  
6 want and do it based on that, but it's around 80-something  
7 dollars an hour.

8 Q. Okay. And is that consistent with the rate that you had  
9 requested for the payment from Local 41?

10 A. It is.

11 Q. So, I think an important question that maybe we should  
12 have started this line of questioning with, but I do want to  
13 ask you, did you ever, in fact, receive any payment from this  
14 request for about \$2600?

15 A. I did not.

16 Q. Why not?

17 A. Well, the board approved, as a collective. It was  
18 100 percent approval from the board that I would get these  
19 funds based on the work that was done.

20           And myself, Raza, and Kyle, who's our treasurer,  
21 who -- we all were working together to try -- because there  
22 was no documentation to justify any type of payment. So, we  
23 were working together, having meetings and talking through  
24 e-mail. And I know Kyle put in a lot of work in terms of  
25 what his ideas were, along with talking with one of the

1 board members who knows the bylaws very intimately, taking  
2 advice from him.

3 But we were trying to derive some type of standard  
4 for the local for such a, you know, payment or hours worked  
5 doing that type of work. So, we did not come to a conclusion,  
6 but we were working on it.

7 Q. Okay. And just to clarify, Mr. Crosby, are you what's  
8 considered regular staff or a freelancer?

9 A. I'm a freelancer.

10 Q. Okay. So, what you were just explaining in terms of  
11 the communications back and forth involving yourself, the  
12 treasurer, and the president of the local, did that ever  
13 result in any final decision on what the policy should be  
14 for, you know, supporting one of these requests?

15 A. I know Kyle was reaching out to the sector. I'm not sure  
16 what his findings were in regards to advice from them. But we  
17 were trying to, especially for freelancers who may hold  
18 office, try to come up with some type of documentation where  
19 you can log your hours; and as well as knowing -- having some  
20 type of standard, again, for the local in general for people  
21 who come in to do negotiations or something that's outside of  
22 the realm of their position.

23 Q. Were you and the others still working towards coming up  
24 with that policy or practice when the local was placed under  
25 trusteeship?

1 A. We were.

2 Q. Okay. So, before the trusteeship, had you ever seen a  
3 final approved policy for supporting documentation for a  
4 request like this?

5 A. No.

6 Q. And I believe you testified earlier about some of the  
7 work that you performed in addition to the transition. What  
8 other work was covered by this request that you made?

9 A. Again, so, I had several conference calls with lawyers and  
10 with some of the workers who worked for the Big 10 Network.  
11 We've had several Zoom call meetings and going over what their  
12 needs are, you know, in order to have the negotiation. So,  
13 that was done. That was part of the workload.

14 And again, when I first got into office, we were in  
15 the process of trying to get the information for bank accounts  
16 because we had -- the previous treasurer would not give over  
17 any type of pass codes, any access to any accounts. He  
18 refused to work with us in that regard.

19 We reached out to the sector about it, so we had  
20 conversations with Charlie Braico about it. We had  
21 conversations with the sector lawyer about it, so that was  
22 time spent doing that.

23 I talked to different technology firms that they  
24 used, the local uses, in order to access e-mail, in order to  
25 get pass codes to computers. I'm pretty tech savvy, which

1 hence the word "technical director," so I was talking with  
2 them to try to figure out a work-around to get around some  
3 of the things that we didn't have access to because the  
4 previous administration didn't leave us any keys to the --  
5 to the local.

6 Q. Okay. All of the activities and the efforts that you  
7 just described, were those, in your opinion, above and beyond  
8 the regular duties of the vice president of the local?

9 MS. CHARTIER: I'm going to object to the form of  
10 the question. Leading. "Were they above and beyond your  
11 expectations?"

12 THE COURT: Overruled.

13 BY MR. PIERCE:

14 Q. Okay. So, Marcus, do you remember the question, or would  
15 you like me to restate it?

16 A. If you could restate it, that would be great.

17 Q. Sure. So, the duties and the activities that you were  
18 just describing to me relating to the transition and the  
19 Big 10 negotiations, did you consider those to be above and  
20 beyond the regular job duties for the vice president of the  
21 local?

22 A. According to the bylaws, they are.

23 Q. The request that was submitted identified 30 hours of  
24 work. Is that an exact number or an estimation?

25 A. That was an estimation.

1 Q. And during all of that time that you were performing these  
2 duties for the transition and the negotiating team, if you had  
3 not been performing that work, would you have been working or  
4 seeking work as a director or other NABET work?

5 A. Yes.

6 Q. Did you ever actually submit any forms or documentation to  
7 justify this amount of time worked?

8 A. Again, no. I thought it was important, for the sake of  
9 transparency, as well as the rest of the administration, Raza  
10 and Kyle, we thought it was important to present the hours  
11 before any payment would take place. So, I didn't -- even  
12 though it had been approved, we didn't take any steps to make  
13 any type of payment without creating some type of form or  
14 documentation first.

15 Q. Was it your intention to submit whatever supporting  
16 documentation or forms were required once that decision was  
17 made?

18 A. Absolutely.

19 Q. And if the local had not been placed under trusteeship,  
20 would you have submitted those once the decision was made on  
21 the policy?

22 A. Absolutely.

23 MR. PIERCE: Okay. I have no further questions.

24 Thank you, Mr. Crosby. If you can please stick around.

25 I think we'll do a handoff here.

1 THE COURT: Yes. And if you'd like, we're passing  
2 around the iPad, so if anybody would like to wipe stuff off --  
3 I should have offered it to you before I gave it to you.

4 MS. CHARTIER: Thank you so much.

5 THE COURT: Sure.

6 I tested yesterday, and I was negative; but you never  
7 know with those home tests, so better safe than sorry.

8 MS. CHARTIER: Oh, I did something. Let me give it  
9 to somebody who presses buttons.

10 THE COURT: Here, I can do it.

11 (Bench conference, not reported.)

12 THE COURT: You can proceed.

13 MS. CHARTIER: Thank you, your Honor.

14 CROSS-EXAMINATION

15 BY MS. CHARTIER:

16 Q. Good afternoon, Mr. Crosby.

17 A. Good afternoon.

18 Q. I don't think I could hear you.

19 MR. PIERCE: He's on mute.

20 THE WITNESS: Sorry. Good afternoon. I apologize.

21 THE COURT: Yeah, if you could speak up just a little  
22 bit. You're kind of fading out.

23 BY MS. CHARTIER:

24 Q. I just have a few questions for you. So, after the local  
25 Executive Board approved the motion to pay you \$2,625, did

1 Mr. Steenveld send you a number of e-mails asking for  
2 documentation?

3 A. Can you repeat the name?

4 Q. Kyle Steenveld, the treasurer.

5 A. Yes, he did.

6 Q. And at no time did you respond to his request, did you?

7 A. Yes, I did respond.

8 Q. Okay. What --

9 THE COURT: If you can point the microphone down,  
10 that might -- there you go.

11 BY MS. CHARTIER:

12 Q. So, what specific information did you provide to Kyle to  
13 support your claim for \$2,625?

14 A. None.

15 Q. Okay. And the vice president's stipend, that's contained  
16 in the Local 41 bylaws, correct?

17 A. That is correct.

18 Q. And it's roughly \$350 a month?

19 A. That is correct.

20 Q. Okay. And you identified a document, your attorneys held  
21 it up for you, Exhibit CC-4, which you testified is an invoice  
22 that you provided to a client that you were working for,  
23 correct?

24 A. That's correct.

25 Q. So, this was not an employer with a contract with

1 NABET-CWA, correct?

2 A. That is correct.

3 Q. Okay. How much work, since you became vice president,  
4 did you perform under a NABET-CWA contract?

5 A. I don't have an accurate answer for that.

6 Q. Okay. Did you perform any work under a NABET contract  
7 since you became vice president?

8 A. Yes.

9 Q. Okay. And what -- for which employer?

10 A. One of my clients is ESPN.

11 Q. Okay. And when you work under ESPN, are you working under  
12 the master agreement?

13 A. Yes.

14 Q. Okay. And so the rate in the ABC contract that applies to  
15 ESPN work is not \$87 an hour, correct?

16 A. It depends.

17 Q. Okay. There's a wage scale in the master agreement with  
18 ABC, correct?

19 A. Yes, there is.

20 Q. Okay. And even the very top wage under the wage scale is  
21 not \$87 an hour, correct?

22 A. It depends on the production.

23 Q. Okay. Now, this invoice that you identified for your  
24 client -- that you identified for your attorney is for work  
25 done in mid-September, correct?

1 A. That is correct.

2 Q. So, this is not a document that you provided to local  
3 treasurer Steenveld, correct?

4 A. That is correct.

5 Q. Okay. Now, what was the first date on which you performed  
6 work that you were seeking the \$2600 payment for?

7 A. It was in the month of March.

8 Q. What date?

9 A. I don't have a specific date for you.

10 Q. Okay. On whatever date that was, who were you supposed  
11 to be working for?

12 A. I'm sorry. Can you -- I'm confused now about the  
13 question. Can you repeat the original question?

14 Q. Sure. My first question was on what date -- what's the  
15 first date that you performed any work that you're seeking  
16 the \$2600 payment for?

17 A. Okay. So, I understood that question. All right. So, it  
18 was in the month of March. I don't have a specific date.

19 Q. Okay. So, who were you scheduled to work for when instead  
20 of going to work, you did the union work?

21 A. Oh, I see what you're saying. I was probably already on a  
22 production. I don't recall the production I was on, but for  
23 the month of March, I do recall being on a production already;  
24 and I had to take time out from that particular production to  
25 perform duties pertaining to NABET Local 41.

1 Q. Who was the employer?

2 A. I don't recall. I don't have my calendar.

3 And just for the record, I'm not going to have  
4 specific details about everything just because I do a lot of  
5 productions per month and I do a lot of traveling. So, if I  
6 don't have specific dates, my apologies.

7 Q. Okay. Who was the employer that this production was for?

8 A. I don't have -- I don't recall.

9 Q. Was it an employer with which NABET has a contract?

10 A. It could have been.

11 Q. But you're not certain?

12 A. Not 100 percent.

13 Q. Now, you explained that part of the work that you sought  
14 this \$2600 payment for were transitional issues, including  
15 phone calls with president Braico and myself, correct?

16 A. That's correct.

17 Q. Okay. So, speaking on the phone when the local was  
18 seeking assistance from the sector, you -- in your opinion,  
19 that goes beyond the duties of a vice president of a local?

20 A. Based on what the -- based on what's required, yes.

21 MS. CHARTIER: That's all I have. Thank you very  
22 much.

23 THE COURT: Any redirect?

24 MR. PIERCE: Just one moment, your Honor, please.

25 Okay. No, we have no redirect at this time. Thank

1 you, your Honor.

2 THE COURT: All right. Thank you Mr. Crosby. Your  
3 testimony is concluded, so you can sign off.

4 THE WITNESS: Thank you very much.

5 MS. CHARTIER: Thank you.

6 MR. PIERCE: Thank you.

7 (Witness excused.)

8 THE COURT: Thanks. Thank you.

9 All right. Anybody else from the plaintiffs?

10 MR. PIERCE: Your Honor, we have no further witnesses  
11 with respect to the issues that were to be covered in this  
12 hearing today.

13 THE COURT: Got it.

14 MR. PIERCE: So, yes, no further.

15 THE COURT: Great. Does anybody need a break?  
16 If not, who's the defendants' first witness?

17 MS. CHARTIER: Well, your Honor, as I think we  
18 mentioned preliminarily earlier today, I had sent a witness  
19 list to counsel for the plaintiffs at about 1:25 p.m.  
20 yesterday stating that I wished to call Mr. Siddiqui,  
21 Mr. Crosby, Ms. Bassett, and Mr. Webber as 611(c) witnesses.  
22 I was fully expecting all of the plaintiffs, since they're  
23 seeking such an extraordinary remedy, to be here in court.  
24 And at no time did I get any indication back from counsel for  
25 the plaintiffs that Mr. Webber or Ms. Bassett were not going

1 to be in attendance.

2 So, I just wanted to state that for the record  
3 because we thought that their testimony would have been very  
4 useful. But since they are not here, I'm assuming they're not  
5 coming at all today.

6 MS. ANGELUCCI: Unless they're going to be coming on  
7 rebuttal; but if you thought their testimony was so vital, you  
8 should have subpoenaed them.

9 MS. CHARTIER: Oh, okay. So, they probably --  
10 they'll come if you ask them, but they're just not here today  
11 now? Because you said they'll come on rebuttal, so are they  
12 on standby or --

13 MS. ANGELUCCI: We may -- I don't know that we'll  
14 need them. I don't know what their work schedules are.

15 MS. CHARTIER: Okay. Yeah, so, we will have, your  
16 Honor -- our chief witness will be NABET-CWA president Charles  
17 Braico.

18 Now, Mr. Braico really does not have any firsthand  
19 knowledge about the four issues that we have been addressing  
20 here today. We're putting him on to testify about the  
21 assistance the sector office provided plaintiffs and the  
22 Local 41 Executive Board since the officer election in March.  
23 We would also put Mr. Braico on to testify about the numerous  
24 requests for assistance he received from Local 41 officers,  
25 E Board members, and members.

1           But I recognize that those issues are outside of the  
2 scope of the hearing that was discussed earlier today. So,  
3 what would be your preference with regard to -- I will say  
4 that we do have a lot of documents that we submitted, as did  
5 the plaintiffs, that I assume we can rely on in support of  
6 any arguments we make.

7           THE COURT: Yeah. Well, why don't we -- why don't  
8 we start with Mr. Braico, and then we'll see how it goes.

9           MS. CHARTIER: Okay.

10          THE COURT: Because although he may not be -- have  
11 direct knowledge of the four issues, perhaps some of his  
12 testimony could speak generally to the backdrop against which  
13 those four issues were unfolding.

14          MS. CHARTIER: Very well. And then while I'm  
15 speaking of witnesses, your Honor, we did exchange witness  
16 lists yesterday between the parties. And I -- I was a little  
17 taken aback by some of Mr. Siddiqui's testimony this morning,  
18 particularly with regard to the March 30 motion about the  
19 vacation pay.

20          We have with us in the courtroom Mr. Michael  
21 Cunningham, who was the -- after that motion was made, he  
22 seconded the motion and voted on it. He was in attendance at  
23 that meeting. And even though we did not identify him as a  
24 witness, we would respectfully ask for leave to put him on  
25 very briefly just to identify what motion was made at that

1 March 30 minute -- meeting that he himself seconded.

2 THE COURT: Okay. Any objection?

3 MS. ANGELUCCI: Yeah. I mean, we exchanged witness  
4 lists for a reason. And to say that you're surprised, we  
5 briefed that issue extensively about the corrected motion.  
6 So, I'm not sure why the defendants would be surprised --

7 THE COURT: Well, how are you prejudiced if  
8 Cunningham is called?

9 MS. ANGELUCCI: We're not.

10 THE COURT: Okay. Then why don't we just hear from  
11 Cunningham.

12 MS. CHARTIER: Your Honor, you offered us a brief  
13 break. Is that possible?

14 THE COURT: Yeah. Let's say five minutes. And as I  
15 mentioned, I have a panel that I committed to. I said hard  
16 stop at 3:45. I built in a little flexibility. So, it will  
17 have to be a hard stop at 4:00 o'clock. All right?

18 MS. CHARTIER: Yes. Thank you so much.

19 THE COURT: And then if we have to get back together,  
20 we have to get back together. That's fine.

21 MS. CHARTIER: Thank you, your Honor.

22 THE COURT: At least it's fine with me. I don't  
23 know if it's fine with you, but you may not have a choice.

24 (Recess had.)

25 THE COURT: Please be seated.

1 All right.

2 MS. CHARTIER: Thank you, your Honor. Defendants  
3 call Mike Cunningham.

4 THE COURT: Okay. Mr. Cunningham, if you could  
5 please step up and then remain standing and raise your right  
6 hand and state your name.

7 THE WITNESS: Michael Cunningham.

8 (Witness sworn.)

9 THE WITNESS: I do.

10 LAW CLERK: You have been sworn. You may be seated.

11 THE COURT: And you can pour yourself a pitcher of  
12 water -- a glass of water. There's a pitcher right there.

13 MS. CHARTIER: Thank you, your Honor.

14 MICHAEL CUNNINGHAM, DEFENDANTS' WITNESS, DULY SWORN.

15 DIRECT EXAMINATION

16 BY MS. CHARTIER:

17 Q. I'll let you get that water.

18 A. Go ahead.

19 Q. Good afternoon, Mr. Cunningham.

20 A. Good afternoon.

21 Q. Are you a member of the NABET-CWA Local 41 Executive  
22 Board?

23 A. Yes.

24 Q. How long have you been a member of the Executive Board?

25 A. Since approximately 2019.

1 Q. And can you recall, were you in attendance at the  
2 March 30th, 2022 --

3 A. Actually, let me correct myself. I was an alternate  
4 steward possibly a little earlier than that, earlier than  
5 2019.

6 Q. Okay. Were you in attendance at the March 30th, 2022,  
7 Executive Board meeting?

8 A. Yes.

9 Q. And who was the president of Local 41 on that date?

10 A. Chris Willadsen.

11 Q. Can you recall Mr. Willadsen making any motions at the  
12 hearing that day?

13 A. Yes.

14 Q. What, if any, motion was made with regard to vacation  
15 payouts?

16 A. He made a motion to be compensated for unused vacation  
17 time.

18 Q. As you sit here today, can you recall the exact language  
19 or a close paraphrase of what the motion he made was?

20 A. I remember it being very simple, and Chris Willadsen, he  
21 made it. I seconded it. And he said, you know, for any  
22 unused vacation time; and he gave a parameter, but I can't  
23 remember the exact parameters but -- off the top of my head.  
24 But he just asked for the unused vacation time in a single  
25 motion.

1 Q. If -- in front of you, there should be -- or next to you,  
2 a binder that says Defendants' Hearing Exhibits on the front.  
3 So, it's the hard binder and not the bound version.

4 A. Ah, okay.

5 Q. And in that binder, can I please ask you to look at  
6 Defendants' Exhibit No. 8.

7 A. If you'll give me a minute.

8 Q. Do you have Exhibit 8 in front of you?

9 A. I do.

10 Q. Can I ask you to look at the third page of that multi-page  
11 document, and the top of the third page says, "Executive Board  
12 Minutes of March 30th, 2022, Meeting."

13 A. I'm there.

14 Q. If I can direct your attention towards the left-hand part  
15 of the page underneath the title, "Executive Board Members  
16 Present," under, "ABC," the second name is Mike Cunningham.  
17 Is that you?

18 A. Yes.

19 Q. Then if I can ask you to look at -- on the sixth page of  
20 the minutes in that same tab, and specifically, I'll ask you  
21 to, when you hit that page, look at motion No. 5.

22 A. Okay. I'm there.

23 Q. Okay. If I can ask you to read motion No. 5 to yourself.

24 A. Okay.

25 Q. Is that the motion made by Chris Willadsen at that

1 March 30, 2022, meeting?

2 A. Yes.

3 Q. Okay. And when it says, "Second, Mike Cunningham," is  
4 that you?

5 A. Yes.

6 Q. Okay. And was this motion conducted in person or by  
7 Zoom video conference?

8 A. It was done by Zoom.

9 Q. Okay. And in the bound volume of documents,  
10 Mr. Cunningham, in the bound -- the spiral bound, I'm going  
11 to ask you to look at -- towards the back of those documents,  
12 you'll see a tab -- a lot of numbers, and then a tab B.

13 A. Did you say C?

14 Q. No, B as in boy.

15 A. Oh, B, boy? Exhibit B-1, is that what you're referring  
16 to?

17 Q. Actually, I'd like you to look at Exhibit BB-3.

18 A. Okay. I'm there.

19 Q. And the top of that page says, "Executive Board Minutes of  
20 March 30, 2022." Is that the page you're looking at?

21 A. Yes.

22 Q. If I can again direct your attention to the left-hand side  
23 of the page, underneath the Executive Board members present,  
24 we see ABC, the second name is Mike Cunningham. Is that  
25 referring to you?

1 A. Yes.

2 Q. And then I would like to direct your attention to the  
3 sixth page of Exhibit BB. And if it helps, at the very bottom  
4 of the pages, we see "Plaintiffs" and a series of numbers.  
5 The page I'd like you to look at says, "Plaintiffs 000082."

6 A. I'm there.

7 Q. Okay. And if I can direct your attention to the middle of  
8 the page and have you look at motion No. 5, and specifically,  
9 I'd like you to look at the highlighted portion.

10 Now, was this the motion that you seconded on  
11 March 30 of 2022?

12 A. No.

13 Q. Did Mr. Willadsen say, "which he can prove he did not use  
14 and defend against claims to the contrary"?

15 A. No.

16 MS. CHARTIER: Thank you very much, Mr. Cunningham.  
17 That's all I have.

18 THE COURT: Any cross?

19 MS. ANGELUCCI: Yes.

20 CROSS-EXAMINATION

21 BY MS. ANGELUCCI:

22 Q. Good afternoon, Mr. Cunningham. I'm Margaret Angelucci,  
23 one of the attorneys for the plaintiff. I just have a few  
24 questions for you.

25 You said you were appointed either as an alternate

1 or a steward sometime in 2019?

2 A. I was an alternate prior to 2019.

3 Q. Okay. Do you recall if you were elected or appointed to  
4 that position?

5 A. I believe there was a vacancy, and no one was in that  
6 position.

7 Q. So, you were appointed to fill the vacancy?

8 A. Yes.

9 Q. Do you remember who -- who was the president at that time?

10 A. I can't recall because it was -- like I said, it was prior  
11 to 2019. It could have gone back to Don Villar.

12 Q. Okay.

13 A. But it was definitely -- I was definitely an alternate  
14 before 2019.

15 Q. So, when you were an alternate, you were -- when you were  
16 put on the E Board, was that to fill a vacancy as an alternate  
17 steward?

18 A. Yes.

19 Q. And when -- then you were appointed to a steward vacancy  
20 as well?

21 A. No. The steward who was -- held the office retired; and  
22 I was the alternate, and so I became the steward then.

23 Q. Is that normally how it works; when a steward retires,  
24 the alternate just automatically moves up to that position?

25 A. There's some language in the bylaws. I'd have to look at

1 it. But there's some sort of succession language; but not  
2 having a bylaws in front of me, I think they would speak to  
3 it more clearly.

4 Q. Okay. So, going back to March 30th, do you remember there  
5 being a discussion about --

6 A. What was the date? I'm sorry.

7 Q. March 30th, 2022.

8 A. Yeah.

9 Q. Do you remember there being a discussion from individuals  
10 that were present about the need for backup documentation?

11 A. In the March 30th?

12 Q. Correct.

13 A. I remember there was a short discussion, and there was an  
14 objection by a couple of the stewards and -- to the actual  
15 motion. And I -- I don't recall -- I can't recall if that  
16 actual language was used by any of them in their objection.

17 Q. The actual language about documentation?

18 A. Yes.

19 Q. Okay. Do you recall what was discussed or what the basis  
20 of the objection was -- objections?

21 A. People didn't want to see him get paid.

22 Q. Okay. Did they indicate or voice any reason why?

23 A. My -- I remember one -- I remember one of the stewards,  
24 Jeff Cheatham, was like, "What is this, a golden parachute?"  
25 And he was vehemently against it.

1 Q. Okay. So, in the -- when there is -- as a member of the  
2 E Board, you will review the draft minutes before they go out,  
3 correct?

4 A. Yes.

5 Q. Okay. And if there's a point of discussion that is  
6 conducted during an Executive Board meeting, is that usually  
7 noted in the meeting minutes?

8 A. Can you repeat the question, please?

9 Q. Sure. When there is a discussion by members of the  
10 E Board, is that usually noted in the E Board minutes?

11 A. An objection?

12 Q. Yes.

13 A. It depends on who's taking the minutes. Sometimes it is;  
14 sometimes it isn't.

15 Q. Okay. So, the minutes that you were shown in the  
16 Defendants' Exhibit 8 --

17 A. Which binder?

18 Q. It was the hard binder.

19 A. Okay. So, I'm in the hard binder, and I'm on Exhibit 8.

20 Q. All right. If you go to motion 5, which is, I believe,  
21 the sixth page in.

22 A. I'm there.

23 Q. Okay. So, these minutes do not note any discussion, any  
24 objection to the payment from -- to Mr. Willadsen, correct?

25 A. It doesn't, and that's not always the case that it will.

1 Q. Okay. So, these minutes that are Defendants' Exhibit 8  
2 don't accurately reflect the discussions that were had by the  
3 E Board on March 30th regarding Mr. Willadsen's payment?

4 A. Not every single thing that's discussed is put into the  
5 minutes, every single nuance of the meeting is put into the  
6 minutes.

7 Q. Okay. But it doesn't reflect the objection or the  
8 discussion about Mr. Willadsen's payment?

9 A. I don't recall an objection. I remember a discussion  
10 about it.

11 Q. Oh, I thought you said that Mr. Cheatham vehemently  
12 objected.

13 A. No, I said he vehemently stated that he didn't -- he  
14 thought it was a golden parachute, or he said, "What is this,  
15 a golden parachute?"

16 Q. Mr. Cunningham --

17 A. I don't recall him using the word, "I object," to it.  
18 I don't recall him or any other -- any stewards objecting  
19 to -- saying the words, "I object to it."

20 Q. Okay. Mr. Cunningham, have you looked at the -- the  
21 reasons provided for the trusteeship?

22 A. Yes.

23 MS. CHARTIER: Objection. Beyond the scope of  
24 cross -- of direct.

25 MS. ANGELUCCI: Well, if you'll give me some leeway,

1 I will tie it back in.

2 THE COURT: Are you going to tie it to this --

3 MS. ANGELUCCI: This, yes.

4 THE COURT: Okay.

5 BY MS. ANGELUCCI:

6 Q. And I think it's before you, Exhibit K.

7 A. In which binder?

8 Q. It's a loose paper. I'm sorry. It's Exhibit O. I can  
9 give you a copy of it. I apologize. It's not K.

10 If you look at No. 3.

11 A. Can you give me a minute, please?

12 Q. Of course, sir.

13 A. Okay.

14 Q. Okay. So, is it your -- based on what you've just  
15 testified to that there was some discussion about it being  
16 a golden parachute; and was there any discussion about  
17 requiring any backup, or were you prepared to just pay him  
18 \$56,000 without a shred of documentation?

19 A. I don't remember the documentation coming up at that  
20 E Board.

21 Q. Okay. So, when you vote -- did you vote to pass that --  
22 obviously, you seconded it, so you voted to pass that motion?

23 A. Yes.

24 Q. So, was it your intent to write a check to Mr. Willadsen  
25 for \$56,000 --

1 A. Can you repeat the question, please.

2 Q. In voting to approve the motion, was it your intent to  
3 pay Mr. Willadsen \$56,000 without any backup?

4 A. The backup was in the motion. It said 109 days of unused  
5 vacation. That was in the motion.

6 Q. That was the backup you were going to rely on?

7 A. I took Chris at his word that he didn't -- he didn't get  
8 those 109 days of vacation. It was in the motion.

9 Q. Okay. Similarly, you also voted to pay Mr. Crosby for  
10 \$2,600.25 -- I'm sorry, \$2,625, right?

11 A. I'd have to see those minutes.

12 MS. ANGELUCCI: Okay. I'm going to tender to the  
13 witness what's previously been marked as Exhibit Y-5. And I  
14 apologize, these aren't numbered, but it is motion 11 on  
15 July 27th, 2022.

16 THE COURT: What exhibit is this?

17 MS. ANGELUCCI: Y-5. It's previously been produced.

18 BY THE WITNESS:

19 A. And what motion are you referring to?

20 BY MS. ANGELUCCI:

21 Q. Motion 11.

22 MR. PIERCE: And just for the record, your Honor,  
23 this was previously filed and stamped as docket No. 15-2.

24 THE COURT: Thanks.

25 MR. FILE: Your Honor, if I could state an objection

1 at this point. This goes, I'm assuming, far beyond the scope  
2 of direct exam here.

3 THE COURT: Counsel?

4 MS. ANGELUCCI: It goes to whether or not -- I guess  
5 the underlying issue in this case is whether there's a good  
6 reason.

7 The defendants have claimed that paying Mr. Willadsen  
8 without any documentation and the failure to pay him without  
9 any documentation is a basis for trusteeship; but on the other  
10 hand, are also stating that the willingness to pay Mr. Crosby,  
11 allegedly without documentation, is also a basis for  
12 trusteeship.

13 It's our position you can't --

14 THE COURT: I'll overrule the objection.

15 MR. FILE: If I could respond quickly to that, that  
16 mischaracterizes --

17 THE COURT: I'll overrule the objection.

18 BY MS. ANGELUCCI:

19 Q. Did you have a chance to look at the minutes,  
20 Mr. Cunningham?

21 A. Yes.

22 Q. Okay. And were you present on July 27th, 2022?

23 A. Yes.

24 Q. Okay. And you voted -- I think the board voted  
25 unanimously to compensate Mr. Crosby, correct?

1 A. Yes.

2 MS. ANGELUCCI: Nothing further. Thank you, sir.

3 THE COURT: Any redirect?

4 MR. FILE: If I may, your Honor, just a few  
5 questions.

6 REDIRECT EXAMINATION

7 BY MR. FILE:

8 Q. Mr. Cunningham, my name is Josh File. I'm local counsel  
9 for NABET-CWA in this case. Just a few follow-up questions.

10 If you can take a look at Exhibit 0 that is in front  
11 of you. This is the temporary trusteeship notice.

12 A. Okay. All right. I'm there.

13 Q. Anywhere in there, does it say that the reason for  
14 implementing the trusteeship was not paying Chris Willadsen?

15 A. No.

16 Q. No. 3 specifically talks about alteration and  
17 falsification of Local 41 Executive Board meeting minutes,  
18 correct?

19 A. Yes.

20 Q. Okay. The meeting minutes in July that you were just  
21 asked some questions about where there was an approval of  
22 a payment to Mr. Crosby, as far as you know, were those  
23 meeting minutes ever altered or changed in a subsequent  
24 E Board meeting?

25 A. Not to my knowledge.

1 Q. Now, if you go back to what you were looking at earlier,  
2 it is in the hard cover binder Defendants' Exhibit 8. This  
3 is the original March 30th, 2022, meeting minutes.

4 A. Right. I'm there.

5 Q. Okay. And now if you -- you were asked the question  
6 whether there was some discussion, and these meeting minutes  
7 don't reflect a discussion, is that correct?

8 A. That's correct.

9 Q. And if you look at Plaintiffs' Exhibit BB-3, which is the  
10 corrected and amended version, which was passed in May, if you  
11 look below motion No. 5, it says, "discussion to modify the  
12 motion as presented to ask for proof."

13 Do you recall at any point during the original  
14 March 30th meeting if there was an actual amendment to the  
15 motion as it was originally stated by Mr. Willadsen, which  
16 was then later passed at that meeting?

17 A. There was no amendment.

18 Q. Okay. So, the motion that was passed, that you seconded  
19 that was eventually passed, was the original motion as  
20 presented by Mr. Willadsen?

21 A. That's correct.

22 Q. Okay. And so what is presented here in Defendants'  
23 Exhibit BB-3 --

24 A. Let me get there. I'm sorry.

25 Do you have a page number?

1 Q. It's Plaintiffs 0082. It's in the --

2 A. I'm there.

3 Q. So, in your opinion, is what was presented here as motion  
4 No. 5 of Plaintiffs 0082 different than the motion that was  
5 actually made at the March 30th meeting?

6 A. Yes.

7 Q. And so in your opinion, is this an alteration of the  
8 meeting minutes, as you recall that March 30th meeting?

9 A. Yes.

10 MR. FILE: Nothing further.

11 THE COURT: All right. Anything further based on  
12 that?

13 MS. ANGELUCCI: Just hopefully two.

14 BY MS. ANGELUCCI:

15 Q. Mr. Cunningham, if you still have Exhibit 0 in front of  
16 you, which is the trusteeship, the loose --

17 A. I'm sorry. I can't hear you. Could you please speak up?

18 Q. Sure. The Exhibit 0, which is the loose piece of paper?

19 A. Yes.

20 Q. And in fact, No. 5, the basis for the trusteeship was the  
21 alleged failure to pay president Willadsen, wasn't it?

22 A. Can you repeat the question? Are you referring to a  
23 section in here?

24 Q. No. 5.

25 A. Okay. I'm sorry.

1 Q. No. 5 indicates that one of the bases for the  
2 trusteeship --

3 A. Oh, okay. All right.

4 Q. -- was the failure to pay Mr. Willadsen --

5 A. Okay. I just needed a minute to get to where you were  
6 at. Thank you. I just need to read it real quick.

7 Q. Of course.

8 A. Go ahead. Can you repeat your question?

9 Q. So, one of the bases for the trusteeship was the alleged  
10 failure to pay Mr. Willadsen, correct?

11 A. Yes.

12 Q. And counsel asked you things about in your opinion,  
13 BB-3 -- and I hate to be bouncing you around, and I apologize,  
14 but BB-3, which is in the soft cover. Do you recall this --

15 A. Can I get there, please?

16 Q. Of course.

17 A. Give me a minute, if you would.

18 So, you're talking about Plaintiffs 000082, correct?

19 Q. Correct.

20 A. I'm there.

21 Q. So, this motion, as amended and highlighted here, I  
22 understand what your opinion was; but enough people had a  
23 different opinion to pass this motion, correct?

24 MR. FILE: Objection. Calls for speculation.

25 THE COURT: Overruled.

1 BY THE WITNESS:

2 A. I've already stated that this wasn't the motion, so you're  
3 asking me to testify about a motion that -- it didn't read  
4 this way. So, I -- you know --

5 BY MS. ANGELUCCI:

6 Q. Well, I understand that's your testimony, sir.

7 A. So, repeat your question, counselor.

8 Q. Enough people on the Executive Board disagreed with you  
9 and voted to approve the corrected motion, correct?

10 A. At the March 30th meeting? Is that what you're asking me?

11 Q. No. At the April 27th meeting.

12 A. Well, see now, you're asking me about minutes from March,  
13 but you didn't reference the April meeting.

14 Q. Okay. If you look on the first page of BB-3, sir.

15 A. Well --

16 Q. Do you see right under there, it says, "Corrected and  
17 amended" --

18 A. Let me get there. Hang on.

19 Q. Okay. Let me know when you're there.

20 A. Go ahead. Can you repeat your question?

21 Q. Do you see the note right under where it says, "Executive  
22 Board Meeting Minutes, March 30th"?

23 A. Yes.

24 Q. And it indicates that these minutes were corrected and  
25 amended at the meeting of the Executive Board on April 27th?

1 A. Yes, it says that.

2 THE COURT: Were you at the April 27th meeting?

3 THE WITNESS: Yes, I was.

4 THE COURT: And were the minutes corrected at that  
5 meeting?

6 THE WITNESS: If you look at the April 27th minutes,  
7 what you'd have to see is that -- well first of all, they were  
8 tabled. They were tabled.

9 THE COURT: What was tabled?

10 THE WITNESS: The minutes, because there was a  
11 disagreement. So, steward Dabrowski tabled the minutes.

12 BY MS. ANGELUCCI:

13 Q. And were the corrections -- I'm sorry. Were you done?

14 A. Well, I wanted to answer the judge's question.

15 THE WITNESS: So, the minutes got tabled, which  
16 happens quite a bit when there's a disagreement over the  
17 minutes on anything. So, they got tabled.

18 And then they were later approved.

19 THE COURT: Where and how?

20 THE WITNESS: I believe it was at the May -- I  
21 believe it was at the May --

22 THE COURT: Okay.

23 THE WITNESS: Yet another meeting.

24 THE COURT: Right. So, the corrected minutes at  
25 some point were approved by the board?

1 THE WITNESS: In my review of the minutes, there was  
2 this change put in sometime.

3 THE COURT: Right. The question isn't whether you  
4 agree with the change or not.

5 THE WITNESS: Right.

6 THE COURT: The question is: Was the change approved  
7 by the board at a meeting?

8 THE WITNESS: Right. So, to answer the question,  
9 eventually, the minutes did get approved.

10 BY MS. ANGELUCCI:

11 Q. The corrected minutes?

12 A. Yes.

13 MS. ANGELUCCI: Okay. Thank you, sir.

14 THE COURT: So, let's say that Willadsen -- I know  
15 this didn't happen, but let's say that Willadsen, at the  
16 March 31st -- or March 30th meeting said, "I move to get paid  
17 for 809 days of unused vacation pay." You would have said  
18 what?

19 THE WITNESS: I would have thrown up the biggest red  
20 flag you've ever seen since the last NFL game.

21 THE COURT: Right. So -- it's because that's a lot,  
22 and you're thinking, "You don't really have 809 days of  
23 vacation days."

24 THE WITNESS: Right.

25 THE COURT: So, let's say it was 509 days. Same

1 thing?

2 THE WITNESS: Same flag.

3 THE COURT: Okay. 309 days?

4 THE WITNESS: Same one.

5 THE COURT: Okay. 109 days? It's in the -- it seems  
6 like it's in the realm of possibility?

7 THE WITNESS: Well, if I may answer --

8 THE COURT: Sure.

9 THE WITNESS: You have to put into context here  
10 COVID. And this was what I spoke to at that March meeting is  
11 I told the Executive Board and some of the people that were  
12 objecting to it we had nobody to rely on but Chris, no one.  
13 He was our go-to person. He was -- the grievance chairman  
14 that was at ABC wasn't even allowed in our building. So, if  
15 any problems came up with COVID, I called Chris constantly,  
16 constantly. He was the only one I could rely on.

17 THE COURT: So, I hear what you're saying. You're  
18 saying --

19 THE WITNESS: Right.

20 THE COURT: -- you thought he had left 109 vacation  
21 days on the table because he had worked a lot during COVID.

22 THE WITNESS: Right.

23 THE COURT: Right. But implicit in that is that if  
24 push came to shove, he could actually show that he had 109  
25 unused vacation days, right?

1 THE WITNESS: If push came to shove, yes, but it  
2 didn't get to that point, not at the March 30th meeting. It  
3 didn't -- it didn't -- the question got called -- there was  
4 debate, and the question was called for.

5 THE COURT: Right. But I guess the point I'm trying  
6 to explore is: Isn't it implicit when somebody makes a motion  
7 to get paid for whatever, that they'd be able to document that  
8 request and that they'd be able to defend any challenges  
9 against that request?

10 THE WITNESS: Well, we do operate under Robert's  
11 Rules, your Honor; and certainly, anyone at that meeting could  
12 have amended that motion, and there was no amendment to that  
13 motion at that meeting. It never got amended. Somebody could  
14 have put that caveat on it, and then there would have been  
15 another vote on that, and that never happened.

16 THE COURT: I take your point about Robert's Rules,  
17 but when somebody says, "Please pay me 109 unused vacation  
18 days," implicit in that is the person is -- if somebody says,  
19 "You -- really, 109?" Implicit is that the person would be  
20 able to say, "Yeah, and here are the 109 days, and do you have  
21 any beef with any of those?"

22 I mean, implicit in a request like that is that the  
23 requester can prove it, right? Because it's true, and if it's  
24 true, the requester can prove it.

25 THE WITNESS: Well, I'm not going to argue whether

1 it's implicit or not. I don't think the -- I think the  
2 implicit thing could have been addressed at the E Board, and  
3 it wasn't. It could have been dealt with right at that  
4 Executive Board if people really wanted the documentation.  
5 It could have been done real simple in an amendment, and I  
6 wouldn't have objected to the amendment; but it never  
7 happened. They didn't do it.

8 THE COURT: All right. Any follow-up based on --  
9 whose witness -- your witness. Any follow-up based on my  
10 questions from the defendants?

11 MR. FILE: I would just like to point out to the  
12 Court that Mr. Cunningham was called for the very limited  
13 purpose of refuting specific testimony that Mr. Siddiqui  
14 gave earlier about what the precise wording of the motion  
15 was, and we've kind of gone down now this rabbit hole of  
16 Mr. Willadsen's wage claim.

17 But Mr. Siddiqui gave testimony which we felt was  
18 inaccurate earlier, and Mr. Cunningham was at that meeting  
19 and gave his recollection of what occurred at that meeting  
20 regarding what was said and the motion that was passed and  
21 the documents that reflected there was clearly a change to  
22 the minutes.

23 So, with that said, I don't believe there's any need  
24 to have any further questioning.

25 THE COURT: Anything further based on my questions?

1 MS. ANGELUCCI: No. Thank you, your Honor.

2 THE COURT: All right. Thanks a lot, Mr. Cunningham.

3 THE WITNESS: Thank you.

4 (Witness excused.)

5 THE COURT: All right. Who's next?

6 MS. CHARTIER: Your Honor, defendants next call

7 Charles Braico.

8 THE COURT: All right.

9 MS. ANGELUCCI: Your Honor --

10 THE COURT: Yeah.

11 MS. ANGELUCCI: Can I just be heard for a moment.

12 I believe that defendants' counsel's already indicated that  
13 Mr. Braico doesn't have any personal knowledge about the  
14 items that have been identified for presentation to the Court;  
15 and given the time and your hard stop, I just wonder the  
16 relevancy of that testimony.

17 THE COURT: Yeah. And that's why I said we'll see  
18 how it goes. I could see -- I can envision -- and I don't  
19 know whether my vision will be realized, but I can envision  
20 that Mr. Braico's more general testimony will cast relevant  
21 light on the four individual issues, so why don't we just go  
22 ahead and see how it goes.

23 If you could please step up, remain standing, and  
24 raise your right hand and state your name.

25 THE WITNESS: My name is Charles Braico.

1 (Witness sworn.)

2 THE WITNESS: I do.

3 LAW CLERK: You have been sworn. You may be seated.

4 THE WITNESS: Thank you.

5 THE COURT: And there's a pitcher of water and some  
6 cups, if you'd like.

7 THE WITNESS: Thank you.

8 CHARLES BRAICO, DEFENDANT HEREIN, DULY SWORN.

9 DIRECT EXAMINATION

10 BY MS. CHARTIER:

11 Q. Good afternoon, Mr. Braico.

12 A. Good afternoon.

13 Q. How long have you been president of NABET-CWA?

14 A. Since 2015, as president. I was acting president for a  
15 period of time before that.

16 Q. And prior to your role as acting president of NABET-CWA,  
17 what, if any, role did you have in the union?

18 A. I was the national sector vice president. I was also the  
19 president of Local 41 in Chicago.

20 Q. And how long were you president of Local 41 in Chicago?

21 A. From 2010 until 2015.

22 Q. Okay.

23 A. Five years.

24 Q. Okay. And are you familiar with plaintiff Raza Siddiqui?

25 A. Yes.

1 Q. Now, the day the ballots were tabulated in March of 2022  
2 with regard to the Local 41 officer elections, what, if  
3 anything -- did you speak to Mr. Siddiqui?

4 A. I did.

5 Q. How did you speak to him?

6 A. We spoke by telephone.

7 Q. And what was the nature of that call?

8 A. The election had been certified at the local on Saturday,  
9 the 26th of March, and Raza and I spoke by phone so that I  
10 could congratulate him and welcome him in to his new role.

11 Pardon me.

12 Q. And after that telephone call, did you receive any e-mails  
13 or calls from Mr. Siddiqui, let's say, in April of 2022?

14 A. Yes.

15 Q. Okay. And why -- what were the reasons for Mr. Siddiqui's  
16 communications?

17 A. We spoke by telephone. We exchanged e-mails. It all  
18 related to the transition and him assuming the new role as  
19 the president of the local.

20 Q. Was there an issue with the treasurer of Local 41 in early  
21 April of 2022?

22 A. The newly elected treasurer?

23 Q. Yes.

24 A. Mr. Kairis was elected as the treasurer, along with  
25 president Siddiqui, and Mr. Kairis resigned within the first

1 two weeks, resigned that position within the first two weeks  
2 of the election being certified.

3 Q. To your knowledge, did Mr. Kairis perform any of the  
4 functions of treasurer of Local 41?

5 A. My understanding is he did not.

6 Q. Did Mr. Siddiqui reach out and request a telephone call  
7 with you regarding the absence of a treasurer at Local 41?

8 A. Yes. We discussed the treasurer transition, the absence  
9 of Mr. Kairis, and how that would be handled.

10 Q. If I can, Mr. Braico, in the hard-covered binder that  
11 should be up there, and the cover page should say,  
12 "Defendants' Hearing Exhibits," if I can please direct your  
13 attention to Exhibit 31.

14 A. 31.

15 Q. Do you have that in front of you, sir?

16 A. Yes. 31. I'm sorry. Yes.

17 Q. So, I'd like to direct your attention to the top of the  
18 first page. Raza Siddiqui sent April 14 to Charlie Braico,  
19 "MOU For Transition."

20 Is this an e-mail that you received from Mr. Siddiqui  
21 on April the 14th of 2022?

22 A. Yes.

23 Q. And did you, in fact, have a telephone call with  
24 Mr. Siddiqui and his vice president, Mr. Crosby, in response  
25 to some of the transition issues?

1 A. Yes.

2 Q. Okay. And did you provide him with advice on how he could  
3 address these issues?

4 A. Yes.

5 Q. Was there a problem with getting access to the bank  
6 accounts that Local 41 has?

7 A. There were difficulties with some of the bank accounts,  
8 as were expressed to me from the new administration.

9 Q. When was Kyle Steenveld appointed as treasurer of  
10 Local 41?

11 A. I don't have the exact date. I believe it would have  
12 been the end of April, early May. Kairis had resigned by the  
13 14th of April, so within the first two weeks, and then there  
14 was a period of time before Steenveld was identified and  
15 brought in as the second treasurer.

16 Q. And after treasurer Steenveld took office at Local 41,  
17 did the issues with the bank accounts start to get resolved?

18 A. Yes.

19 Q. Okay. Did you yourself have any conversations with the  
20 former treasurer about providing assistance to the new  
21 Local 41 treasurer?

22 A. Yes.

23 Q. Mr. Braico, since plaintiff Siddiqui was elected president  
24 of Local 41, did you receive e-mails from Local 41 members and  
25 officers and E Board members regarding issues at the local?

1 A. Yes.

2 Q. How, if at all, did the number of e-mails you received  
3 from Local 41 members and officers and E Board members compare  
4 to the number of e-mails you received from any other local?

5 MS. ANGELUCCI: Your Honor, again, I'm not -- this  
6 was not a basis for the trusteeship. I don't know where this  
7 is going.

8 THE COURT: You may be right, but you may not in a  
9 broader sense be right.

10 In evaluating whether the trusteeship was  
11 appropriately imposed, I need to look at the grounds, of  
12 course; but there's a lot of shades of gray, and I think what  
13 I'm getting here, at least from Mr. Braico's perspective, is  
14 filling in the shades of gray, which is how -- how serious  
15 were these grounds against the backdrop against which these  
16 events were unfolding.

17 So, I understand your point, but I think Mr. Braico's  
18 talking about meta issues, not the Facebook Meta, but meta  
19 issues that -- against which I could evaluate the -- the  
20 propriety of the grounds that were articulated for the  
21 trusteeship.

22 So, you can go ahead.

23 MS. CHARTIER: Thank you, your Honor.

24 BY MS. CHARTIER:

25 Q. So, I believe my question was: How, if at all, did the

1 number of communications you received from Local 41 officers,  
2 Executive Board members, and members compare to the number of  
3 e-mails you receive from any other NABET local?

4 A. The volume --

5 Q. Yes.

6 A. -- and the frequency was frankly overwhelming.

7 Q. And what types of issues were you receiving e-mails on?

8 A. There were a variety of issues. Some of the e-mails had  
9 to do with parliamentary procedure at the Executive Board  
10 meetings. I received e-mails about concerns with the -- with  
11 the minutes. There were e-mails concerning, you know, the  
12 resignation of Mr. Kairis two weeks in to the administration.  
13 There were dozens of topics, and the frequency was more than  
14 daily. I mean, there were multiple e-mails every day.

15 Q. Were challenges to the Local 41 officers' election filed  
16 by any members of Local 41?

17 A. Yes.

18 Q. Okay. And how, if at all, did Local 41 dispose of those  
19 charges?

20 A. They were dismissed.

21 Q. After the dismissal of the election challenges by  
22 Local 41, was an appeal filed by the election challengers?

23 A. To the Sector Executive Council, yes.

24 Q. If I can, Mr. Braico, ask you to look in the hard binder,  
25 Defendants' Exhibits, at No. 6, please.

1 A. No. 6.

2 Q. Yes.

3 A. Okay.

4 Q. Did you send this e-mail to the Executive Board of  
5 NABET-CWA Local 41?

6 A. I did, yes.

7 Q. Okay. And what is the date of this e-mail, sir?

8 A. This e-mail was dated Tuesday, June 7th, 2022.

9 Q. At any time after you sent this e-mail to the Local 41  
10 Executive Board, did plaintiff Siddiqui contact you to say  
11 that the charges had not been dismissed, but were, in fact,  
12 being investigated by a committee?

13 A. Not that I recall.

14 Q. Okay. And did Local 41 comply with your request for  
15 information?

16 A. Yes.

17 Q. And included in the materials sent to the sector by the  
18 local was there an investigative report?

19 A. From the local?

20 Q. Yes.

21 A. Yes.

22 Q. And the date on that was after the date of your June 7th,  
23 2022, e-mail, correct?

24 A. That's correct.

25 Q. Have you ever met former treasurer Steenveld in person?

1 A. No.

2 Q. Did you exchange e-mails and have telephone conversations  
3 with him?

4 A. I have.

5 Q. Did Mr. Steenveld reach out to you regarding his concerns  
6 with the salary loss issue at Local 41?

7 A. Yes.

8 Q. If I can, please, Mr. Braico, direct your attention in the  
9 hard binder to Defendants' Exhibit No. 24.

10 A. I have 24.

11 Q. Okay. And if I can direct your attention to the bottom of  
12 the first page of what's been marked as Defendants' Exhibit  
13 No. 24, where we see, Saturday, July 10, 2022, Kyle Steenveld  
14 wrote, "Hi, Charlie."

15 Do you see that header and the e-mail below it?

16 A. Yes.

17 Q. And is that an e-mail that you received from the former  
18 local treasurer of Local 41?

19 A. Yes.

20 Q. And what we see above it Charlie Braico, Wednesday,  
21 July 13th, to Kyle Steenveld, is that your response to  
22 Mr. Steenveld on the issue?

23 A. Yes, it is.

24 Q. Did you receive subsequent e-mails from Mr. Steenveld  
25 regarding the salary loss issue?

1 A. I believe so.

2 Q. If I can, in the hard binder, direct your attention to  
3 Defendants' Exhibit 19.

4 A. I have 19 open.

5 Q. And at the top upper half of this, we see a Kyle  
6 Steenveld, August 30th, to Charlie Braico, "Subject: Vice  
7 President's Salary Loss."

8 Do you recall receiving this e-mail from former  
9 Local 41 treasurer Kyle Steenveld?

10 A. Yes.

11 Q. Okay. And was this an issue that existed at the local  
12 in late August of 2022?

13 A. Yes.

14 Q. Now, since Mr. Siddiqui became president of NABET  
15 Local 41, has Local 41 transmitted any dues or dues report to  
16 the sector?

17 MS. ANGELUCCI: Objection. Again, this goes beyond  
18 the scope.

19 THE COURT: I'll overrule the objection. I'm not --  
20 this presents an issue as to whether I will -- whether I could  
21 rule in favor of the defendants based on this particular  
22 subject, and I won't without giving you a chance to come in  
23 with additional evidence on that.

24 Go ahead.

25 BY THE WITNESS:

1 A. Can I ask you to repeat the question, please.

2 BY MS. CHARTIER:

3 Q. Yes. Mr. Braico, since plaintiff Siddiqui took office at  
4 the end of March of 2022, has Local 41 transmitted any dues or  
5 dues reports to the sector office prior to the imposition of  
6 the trusteeship?

7 A. No dues. Monies were transmitted, the -- what we call  
8 the non-check-off, check-off, or bottom-up dues. No dues  
9 monies were transmitted to the sector.

10 There were two reports, I believe, that were  
11 attempted to be filed by the staff at Local 41; but they did  
12 not -- they did not populate any dues amounts, and no monies  
13 accompanied the reports. So, there were -- there was an  
14 attempt to file two reports, but they were flawed.

15 Q. Okay. Do you remain a member of Local 41?

16 A. Yes.

17 Q. In July of 2022, did you receive from plaintiff Siddiqui  
18 a multi-page document entitled, "Quarterly Report of  
19 Local 41"?

20 A. In July -- yes.

21 Q. Okay. And did that -- was that report sent to all  
22 Local 41 members?

23 A. I can't tell you how -- which members it was sent to.  
24 I received a copy of that update.

25 Q. Okay. Did that report contain language and an account

1 of former president Willadsen's vacation pay issue?

2 A. This is the -- I'm just trying to remember. I think  
3 there were two. This was the July update?

4 Q. The July quarterly report.

5 A. Let me restate my earlier answer, if you don't mind. I  
6 believe on the July report, I did not -- I was not directly  
7 copied, or it was not distributed to me. I was off the list  
8 on that one.

9 I did see the report, and it did contain a detail of  
10 Mr. Willadsen's vacation dispute issue.

11 Q. And did Mr. Siddiqui reprint a letter he had a law firm  
12 write to Mr. Willadsen in its entirety in that quarterly  
13 update?

14 A. Yes.

15 Q. And was Mr. Willadsen's home address and personal e-mail  
16 address visible on that reproduction of the letter?

17 A. Yes.

18 Q. In your years as president of the sector and president of  
19 Local 41, have you ever seen another officer of the union  
20 publicize that kind of an issue to the membership in that way?

21 A. No.

22 Q. And was there, next to or above the reproduction of the  
23 letter to Mr. Willadsen, what purported to be a page from the  
24 March 30th, 2022, Executive Board meeting minutes?

25 A. As I recall it, yes.

1 Q. And were there any concerns in your mind about the  
2 veracity of those meeting minutes?

3 A. Yes.

4 Q. And is that based on reports that you received from  
5 Local 41 members and officers and Executive Board members?

6 A. Yes.

7 MS. ANGELUCCI: Objection. Leading.

8 THE COURT: Hold on.

9 Sustained.

10 MS. CHARTIER: Okay.

11 THE COURT: You can re-ask the question in a  
12 different way.

13 BY MS. CHARTIER:

14 Q. Why did that raise a concern in your mind?

15 A. I had been contacted by a number of Executive Board and  
16 rank and file members about the way that communication was  
17 structured. It was controversial.

18 Q. Okay. When -- prior to the March 2022 election of  
19 officers at Local 41, did you endorse former president Chris  
20 Willadsen?

21 A. Yes.

22 Q. Had you endorsed other officers who were running for  
23 office -- or other candidates who were running for officer  
24 in the past?

25 A. Yes.

1 Q. Did -- after the election, did you harbor any animus  
2 against Mr. Siddiqui or any of the members he had on his team?

3 A. No.

4 Q. After he was elected, did you ever refuse to provide any  
5 assistance that he asked of the sector?

6 A. No.

7 Q. Did you make sector staff, including the assistant to the  
8 president, Jodi Fabrizio-Clontz, available to Mr. Siddiqui and  
9 his E Board members to resolve issues with the transition?

10 A. Without limitation and without condition, yes.

11 Q. Did you allow your -- the assistant to the president and  
12 the NABET-CWA dues specialist --

13 MS. ANGELUCCI: Your Honor, this is all leading.

14 THE COURT: I'm sorry?

15 MS. ANGELUCCI: This is all leading.

16 THE COURT: Again, I -- same as I said when the  
17 defendants made the objection. I don't know what other way --  
18 how other -- I can't imagine another way she could ask that  
19 question that would not leave the witness in the dark as to  
20 what the question was about.

21 MS. ANGELUCCI: "What assistance did they provide?"

22 THE COURT: I'll overrule the objection.

23 BY MS. CHARTIER:

24 Q. Mr. Braico, what, if any, assistance did the sector office  
25 provide Mr. Siddiqui with regard to the processing of dues?

1 A. There were online trainings offered by sector staff.  
2 Jodi Fabrizio-Clontz, my assistant in Washington, on at least  
3 two occasions, along with our data specialist, provided online  
4 training to the officers and staff of Local 41 with respect to  
5 the processing of dues.

6 Q. And did you authorize Mr. Siddiqui to contact me, as  
7 sector general counsel, with issues that he had at the local?

8 A. Yes. Local presidents -- all local presidents have the  
9 opportunity and the permission to contact general counsel,  
10 yes.

11 Q. And finally, president Braico, under the sector bylaws,  
12 what happens if the sector does not receive dues for any  
13 member for a period of more than three months?

14 A. More than three months of no dues received renders a  
15 member automatically suspended.

16 Q. And if a member is automatically suspended, is he or she  
17 able to hold office or run for office in the union?

18 A. The bylaws say no.

19 MS. CHARTIER: Thank you very much. That's all I  
20 have for president Braico.

21 THE COURT: Thank you.

22 Plaintiffs?

23 MS. ANGELUCCI: Could we have just a few moments,  
24 your Honor?

25 THE COURT: Would you like five?

1 MS. ANGELUCCI: That would be great.

2 THE COURT: Okay. And then we --

3 MS. ANGELUCCI: I know.

4 THE COURT: I'll definitely need a hard stop at 4:00.

5 MS. ANGELUCCI: You know what, your Honor, I'm just  
6 going to go. I don't want to risk --

7 THE COURT: That's fine. We can get back together at  
8 some point --

9 MS. ANGELUCCI: We would prefer to try to get it done  
10 today, if possible.

11 THE COURT: Okay. All right.

12 CROSS-EXAMINATION

13 BY MS. ANGELUCCI:

14 Q. Good afternoon, Mr. Braico. How are you?

15 A. Good. Good afternoon.

16 Q. In your role as sector president, is one of your job  
17 responsibilities to provide assistance to locals under your  
18 purview?

19 A. Yes.

20 Q. And do you receive copies of all the meeting minutes from  
21 your locals?

22 A. Our office receives them. They don't come to me directly,  
23 but our office receives them, yes.

24 Q. Okay. And I just want to be clear. Are you saying you  
25 didn't receive dues or any monies?

1 A. No dues monies.

2 Q. Okay. And so if the Executive Board report from June from  
3 Local 41 showed payment of \$2300 -- and I'm going to show it  
4 to you as soon as I find it in here -- that would be  
5 inaccurate?

6 A. I'd have to see it.

7 Q. Okay.

8 MS. ANGELUCCI: And again, your Honor, I didn't make  
9 copies of these because I didn't know that dues were going to  
10 be an issue, but I just want to --

11 THE COURT: Sure.

12 MS. ANGELUCCI: I'm tendering the June 29th, 2022,  
13 meeting minutes.

14 MS. CHARTIER: Is that part of your --

15 MS. ANGELUCCI: No. I just said we did not put it in  
16 because we didn't know dues were going to be explored.

17 THE COURT: June 29 meeting minutes? And you'll  
18 file that on the docket, right?

19 MS. ANGELUCCI: I will.

20 One moment, please. Let me just find it.

21 BY MS. ANGELUCCI:

22 Q. Do you know, Mr. Braico, what does WGB0 stand for?

23 A. WGB0 are the call letters for the television station here  
24 in Chicago, the Univision television station here in Chicago.

25 Q. So, I'm tendering to you the June 29, 2022, meeting

1 minutes, and directing you to page 5, notes, do you see that?

2 A. This portion here?

3 Q. Yes. And the last bullet point. Can you read that, sir?

4 A. "WGBO bottom-up dues payment from January to March 2022."

5 Q. Thank you. Did you have an opportunity to review these  
6 minutes?

7 A. I'm sorry. What's the date again?

8 Q. It's June 29th, 2022.

9 A. I'm sure I've seen them. I'm sure I've looked at them,  
10 but I don't know -- but yeah, I've seen them.

11 Q. And during your tenure, Mr. Braico, have there been times  
12 where -- prior to the Siddiqui administration, where dues were  
13 in arrears in excess of three months?

14 A. I believe so.

15 Q. Were they placed into trusteeship for it?

16 A. In one case in West Virginia, in one of our locals in  
17 West Virginia. I don't know if it was the precise reason --  
18 the only reason for the trusteeship, but we had a local in  
19 West Virginia that was placed into trusteeship.

20 Q. Specifically for Local 41, were there periods of time  
21 prior to the Siddiqui administration that dues were delayed  
22 by more than three months?

23 A. Not that I'm aware of.

24 Q. Okay.

25 MS. ANGELUCCI: I'll file these as well.

1 THE COURT: Okay.

2 Were there any situations -- you mentioned the  
3 West Virginia situation where the dues were in arrears for  
4 more than three months and there was a trusteeship imposed.  
5 Were there any situations where the dues were in arrears for  
6 more than three months and a trusteeship was not imposed?

7 THE WITNESS: Not that I can -- not that I can  
8 recall.

9 THE COURT: Okay.

10 BY MS. ANGELUCCI:

11 Q. Okay. I'm going to tender to you, Mr. Braico, meeting  
12 minutes from April 28th, 2021.

13 If you could go, Mr. Braico, to what's been marked  
14 on the bottom right corner as page No. 5?

15 A. Page 5?

16 Q. I'm sorry, sir. Page 4.

17 A. Page 4?

18 Q. Yes, sir.

19 A. I'm there.

20 Q. If you look in the line item, "Expenses," if you go down  
21 towards the bottom, it says, "CWA," and then, "Dues  
22 remittance, 12 months." Do you see that?

23 A. I see that.

24 Q. Would that indicate to you that they're remitting dues  
25 for a period of 12 months?

1 A. I'm not familiar with what that parenthetical would  
2 reflect. It does say, "Dues remittance, 12 months," but I  
3 don't know what the 12-month period would be.

4 Q. Okay. Can you turn to page 5, sir.

5 A. I'm on page 5.

6 Q. If you look at the third bullet point, can you read that  
7 to yourself, sir.

8 A. Sure.

9 Q. Let me know when you're done.

10 A. Okay.

11 Q. Does that indicate that in April 28th of 2021, you had  
12 been -- the local had been back dues -- or had back dues owed  
13 for approximately 18 months?

14 A. This entry indicates that.

15 Q. Okay. Do you know whether or not the local -- the local  
16 wasn't put into trusteeship prior to the current one, correct?

17 A. No.

18 THE COURT: See, now aren't you glad that I let them  
19 get in the stuff about the dues?

20 BY MS. ANGELUCCI:

21 Q. I'm going to tender to you, Mr. Braico, the  
22 September 30th, 2020, meeting minutes, and ask if you'd turn  
23 to page 3 of the document, sir.

24 A. Page 3. I am there.

25 Q. Okay. And in the expense report, if you go down towards

1 the middle, it says, "CWA dues remittance." Do you see that?

2 A. Yes.

3 Q. And the parenthetical note is, "for July and August of  
4 '19." Do you see that?

5 A. Yes.

6 Q. And these were minutes that -- or these expenses were  
7 approved in September of 2020, correct?

8 A. Yes.

9 Q. And those were for payments made immediately prior or  
10 immediately after the September 2020 meeting minutes -- or  
11 meeting, excuse me? Let me ask that.

12 These monthly expenses, they were approved in  
13 September of 2020?

14 A. That appears correct, yes.

15 Q. So, by my calculation, those dues paid in September 2020  
16 were approximately 14 months in arrears, correct?

17 A. The parenthetical indicates July of 2019 and August of  
18 2019. I don't know the specifics. I don't have firsthand  
19 knowledge of it.

20 Q. Okay. I'm going to tender to you, sir, the March 31st,  
21 '21, meeting minutes. And if you could turn to page 5, sir.

22 A. I'm on page 5.

23 Q. Under the heading, it says, "Treasurer Keating, Additional  
24 Activities." Do you see that?

25 A. Yes.

1 Q. And the second bullet point, if you could read that to  
2 yourself, sir.

3 A. Okay.

4 Q. Okay. In the description of those minutes, in March of  
5 '21, the local was approximately 10 months behind in dues,  
6 correct?

7 A. It said they processed five months last week, and they  
8 will process five more months. I suppose in the aggregate,  
9 that's -- that's 10 months.

10 Q. 10 months?

11 A. It appears to be. Again, I don't have firsthand knowledge  
12 of this situation.

13 Q. Okay.

14 A. I do know that during this period of time, there were  
15 systemic problems the Aptify system that were union-wide.

16 Q. Finally, sir, I'm going to tender to you the February '21  
17 meeting minutes.

18 A. Okay.

19 Q. And if you could, sir, turn to the third page of that  
20 document.

21 A. I am on page 3.

22 Q. And under, "CWA, dues remittance for October 2019," do you  
23 see that?

24 A. Yes.

25 Q. Okay. And under -- just using the math on that, that

1 would make the payment in February of '21 approximately  
2 16 months late, correct?

3 A. The parenthetical references October of 2019. These are  
4 2021 minutes, so there's some distance there.

5 Q. Okay.

6 A. Again, this was during a period of time when there was  
7 systemic problems with the Aptify system, and all locals --  
8 all NABET locals were struggling with this type of dues  
9 remittance.

10 Q. Mr. Braico, if you could look at Defendants' Exhibit 19.

11 A. I'm on Exhibit 19.

12 Q. Okay. Mr. Steenveld asked you for sample NABET  
13 documentation to be used for the salary loss. Do you see  
14 that?

15 A. In the first e-mail at the top of the page?

16 Q. Correct, in the second paragraph.

17 A. Yes, yes.

18 Q. Do you recall whether you ever provided that sample  
19 documentation to Local 41?

20 A. I don't recall.

21 Q. Okay. And I believe you testified that there were at  
22 least two attempts to upload and file the dues, but there  
23 was an error in their attempt to upload the information,  
24 correct?

25 A. Reports were uploaded, but they were flawed.

1 Q. Okay. And was that in the same Aptify system?

2 A. It was part of the Aptify system, yes.

3 Q. You also testified that you got a number of e-mails after  
4 the Siddiqui administration was sworn in, correct?

5 A. Yes.

6 Q. Did those include e-mails to you asking for assistance in  
7 getting the bank accounts turned over?

8 A. Yes.

9 Q. Did those include requests to your office to get access to  
10 the e-mail systems?

11 A. To the e-mail systems?

12 Q. Correct.

13 A. Not that I recall.

14 Q. Okay. Do you recall whether or not those requests  
15 centered around the return of the property, the laptop from  
16 former president Willadsen?

17 A. Yes, that was -- that was in the discussion or in the  
18 dialogue.

19 MS. ANGELUCCI: One moment, your Honor. I think I'm  
20 done.

21 Nothing further.

22 THE COURT: All right. Thank you.

23 Any redirect?

24 MS. CHARTIER: No, thank you, your Honor.

25 THE COURT: All right. Thank you, Mr. Braico. You

1 can step down.

2 THE WITNESS: Thank you.

3 (Witness excused.)

4 THE COURT: So --

5 MS. CHARTIER: Thank you, your Honor. With that, the  
6 union rests -- or the defendants rest.

7 THE COURT: All right. Plaintiffs?

8 MS. ANGELUCCI: We don't have anything further, your  
9 Honor, except we'll be uploading the exhibits we just  
10 presented.

11 THE COURT: Sure. So, there were a number of  
12 exhibits offered this afternoon, and I believe there may have  
13 been objections to some of them, and I overruled them. For  
14 the exhibits to which there were not any objections, are there  
15 any objections?

16 MS. ANGELUCCI: No.

17 MS. CHARTIER: No.

18 MS. ANGELUCCI: The documents are what the documents  
19 are.

20 THE COURT: All right. So, I'll -- I'll deem  
21 admitted all those documents, all those exhibits, and as well  
22 as those that are going to be filed on the docket.

23 So, how would you like to proceed from here? Would  
24 you like a chance to make either a written or an oral  
25 presentation, kind of summing everything up, the evidence that

1 was submitted before today and also the testimony and the  
2 exhibits from today?

3 MS. ANGELUCCI: Yes. If possible, I'd like to do it  
4 just orally. I don't know what your schedule is tomorrow,  
5 but --

6 THE COURT: Tomorrow, I can't do it.

7 MS. ANGELUCCI: Okay.

8 THE COURT: But I'm much more free next week.  
9 Defendants, what's your pleasure?

10 MS. CHARTIER: I would be agreeable to an oral  
11 summation. I would just say, your Honor, we have a membership  
12 meeting here in Chicago next Wednesday, so I will be in  
13 transit on Tuesday. I have a mid-morning flight.

14 But I can certainly be available Wednesday morning,  
15 because the membership meeting does not begin until early  
16 afternoon, or Thursday.

17 MS. ANGELUCCI: We can do it by Zoom, like the last  
18 hearings, or phone.

19 THE COURT: Yeah. Would Monday afternoon work? We  
20 can do it by Zoom.

21 MS. CHARTIER: We can do it by phone or Zoom? Yes.

22 THE COURT: Yeah, Zoom. I find that arguments are  
23 better by Zoom because it's easier for everybody to read the  
24 room. It's just hard to read the room when nobody can see  
25 anybody.

1 Plaintiffs, is that all right with you?

2 MS. ANGELUCCI: Yeah, that's fine.

3 MR. PIERCE: Works for us.

4 THE COURT: So, why don't we say Monday at  
5 2:00 o'clock.

6 MS. ANGELUCCI: Perfect.

7 THE COURT: By Zoom. Great. And I may have some --  
8 you know, you can prepare whatever you'd like. I may have  
9 some questions as well.

10 MS. CHARTIER: Okay.

11 MS. ANGELUCCI: Okay.

12 THE COURT: Thank you, everybody. And safe travels  
13 for those who came in from out of town. I appreciate your  
14 efficiency and the courtesies that you showed both to one  
15 another and to the Court. So, thank you very much.

16 MR. PIERCE: Thank you.

17 MS. ANGELUCCI: Your Honor.

18 MS. CHARTIER: Thank you.

19 (Which were all the proceedings heard.)

20 CERTIFICATE

21 I certify that the foregoing is a correct transcript from  
22 the record of proceedings in the above-entitled matter.

23

24 */s/Charles R. Zandi*

*November 6, 2022*

25 \_\_\_\_\_  
Charles R. Zandi  
Official Court Reporter

\_\_\_\_\_  
Date