

**[2118 Officer “X” Charges - Part II - Charges 1.1 - 1.3]**

**Charge 1.1 - Violation of Federal Law - Willful and deliberate breach of fiduciary responsibility to act within the best interests of union members (LMDRA, Title V)**

**Charge 1.2 - Violation of the International Constitution - Retaliating and/or threatening to retaliate against a member for exercising his rights under the International Constitution and applicable law (ART XIX Sec. 7(b)(10))**

**Charge 1.3 - Violation of Local Union Oath of Office - Breach of the Commitment to a Corruption-Free Union (Bylaws, Sec. 15)**

**WHEREAS** the oath of office requires each union officer to maintain a union free of corruption,

**WHEREAS** the IBT Constitution specifically forbids any act or threatened act if retaliation against a member for exercising their constitutional or legal rights,

**WHEREAS** federal law specifically prohibits union officers from acting in a manner not in the best interest of its members as a part of their fiduciary responsibilities,

any acts of political retribution, planned, threatened, attempted, or materialized, are in direct violation of these sworn principles. Captain [ACCUSED - REDACTED] is thereby accused of the following:

- a. threatening political retaliation against a union officer**

**b. planning, orchestrating, and/or execution of acts of political retaliation  
against a member and union officer**

**General Accusation:** Captain [ACCUSED - REDACTED] threatened political retaliation against Captain [REDACTED] for his role as a whistleblower and/or his lack of “sufficient” public campaign support for the “Experience Slate” during the 2023 local union election. Captain [ACCUSED - REDACTED] was materially involved in the orchestration and/or execution acts of political retaliation against Captain [REDACTED].

**Incident(s):**

**Initial Call(s):** Captain [REDACTED] had a telephone conversation with Captain [ACCUSED - REDACTED] on or about December 29th, 2023 where [ACCUSED - REDACTED] expressed disappointment in [REDACTED]'s lack of public support for the Experience Slate. He further indicated that [REDACTED] should be “remorseful” for his lack of public support of the slate which “hurt” the Experience Slate’s candidacy. In a follow up phone call on January 3rd, 2024 at 10:20pm EST, [ACCUSED - REDACTED] threatened that acts of political retribution would be taken against Captain [REDACTED] over the coming days due to his role as a whistleblower and lack of public support of the Experience Slate’s campaign. ***Destruction of Voting Records (supplemental to charge):*** Captain [ACCUSED - REDACTED] reportedly mentioned that Captain [REDACTED], the [POSITION - REDACTED], ordered the Local 2118 Executive Assistant Ms. Karen VanNostrand to destroy a particular voter list, which confirmed which mail-in ballots arrived a be counted, and to deflect all pilot inquiries about ballot statuses to Global Election Services (GES). Captain [ACCUSED - REDACTED]

suggested that Captain [REDACTED] had “made the list. ***Supposed Knowledge of JC42 Election Protest outcome (supplemental to charge):*** [ACCUSED - REDACTED] stated to Captain [REDACTED] that the Joint Council 42's investigation into election protests were a formality and stated that a positive outcome for the incumbents (i.e. protest dismissal) was already assured. ***Plans for Retribution against Captain [REDACTED] (material to charge):*** Captain [ACCUSED - REDACTED] revealed that members of the Executive Board had detailed plans to take political retribution against Captain [REDACTED], with increasing severity over time, with the ultimate intention of expelling Captain [REDACTED] from the union and his subsequent termination from Allegiant Air. Material to this plan, members of the board would begin stripping Captain [REDACTED] of any of his previous union duties, other than the bare minimum required by law, as direct retaliation for his participation in the whistleblower complaint, and possibly for his lack of public support to the “Experience Slate” during the 2023 election campaign. Captain [ACCUSED - REDACTED] stated that Captain [REDACTED] would be removed from the Negotiating Committee (NC) and, if he made himself present at any negotiation meetings, he would be told “he was not welcome [sic] and would be told to leave until he actually leaves”. Captain [ACCUSED - REDACTED] further revealed that a component of the plan was to formally prefer charges against Captain [REDACTED], once the whistleblower investigation had completed, as a further step of political retaliation. The expressed intent of the charges were to force Captain [REDACTED] to be removed as a union officer and expelled as a union member, then to “get him fired” from Allegiant Air [economic impact]. ***Corroboration of Retribution Plans (material to charges):*** In a subsequent conversation by Captain [REDACTED]

with Captain [REDACTED] on or about January 4th, 2024, Captain [REDACTED] confirmed that the retribution plans against Captain [REDACTED] that Captain [ACCUSED - REDACTED] had described were accurate. Captain [REDACTED] expressed surprise that Captain [REDACTED] was aware of the plans, at which point Captain [REDACTED] told [REDACTED] that he spoke to [ACCUSED - REDACTED] previously and he told him. ***Suppression of Information (supplemental):*** Captain [REDACTED] stated that any information regarding post-election resignations should be suppressed and not provided to the pilot group. Captain [REDACTED] stated that the pilot group should not have been told about negotiator Scott Hegland's resignation and that such information should be known only to the Executive Board. ***Initiation of Retribution Plans (Action Taken): a) Captain [REDACTED] informed of his removal from the Negotiating Committee duties:*** On or about December 28th, 2023, Captain [REDACTED] informed Captain [REDACTED] that he would be removed from his role on the Negotiating Committee, which was a role he held before the election, and consistent with the stated plans for retribution by Captain [ACCUSED - REDACTED]. ***b) Captain [REDACTED] excluded from Executive Board discussions and board votes 6-to-1 to approve the re-hire of the former [POSITION - REDACTED] Mr. [REDACTED], who is no longer employed by Allegiant Air:*** On or about January 8th, Captain [REDACTED] received an automated email from the *Union Impact* software showing that a motion was created by proposing to "hire [REDACTED] as a Business agent...with duties assigned by the President." [REDACTED] was the former [POSITION - REDACTED] for Local 2118, who was replaced by Captain [REDACTED]. [REDACTED] previously resigned from Allegiant Air and began employment at

American Airlines and had no other official title or affiliation with Local 2118 that the members were aware of. Although a motion was presented, no specific or descriptive information about his duties, roles, or responsibilities were presented in Union Impact. Further, no discussion occurred with Captain [REDACTED] regarding the hiring of an individual who previously held the official position which he currently occupies. The motion to hire was created in Union Impact by Captain [REDACTED] at 4:17pm PST, then seconded by Captain [REDACTED] at 4:18pm PST (who also voted 'yes' at that time). Captain [ACCUSED - REDACTED] voted yes at 4:19pm PST. Captain [REDACTED] voted yes at 4:22pm PST. Within an extremely short time frame (approximately 5 minutes), 4 out of 7 Executive Board members had either raised or voted on motion that created a significant financial commitment for the local (approximately \$72,000 per annum salary for Mr. [REDACTED]), while no specific or descriptive information about his duties, roles, or responsibility were reasonably provided in Union Impact or the motion notification. The rapid voting on significant financial commitments without pertinent information indicates that a) a secret meeting to discuss the pertinent details was held without Captain [REDACTED]'s invitation or attendance (and, if such a meeting did occur, no minutes of said meeting are provided on record), and/or b) 6 out of 7 union officers voted to approve a financial commitment for which no plans or details were further provided, a breach and violation of their legal and constitutional fiduciary responsibility to union members. This action was consistent with plans for political retaliation as indicated by Captain [ACCUSED - REDACTED]. **c) Captain [REDACTED] excluded from meetings:** Approximately 3-4 additional motions were entered into Union Impact as motions for a vote on January 9th, 2024. Due to the

rapid frequency of motions and the apparent lack of information surrounding them (including significant financial commitments regarding Mr. [REDACTED] and the hiring of another attorney Mr. William Wilder), Captain [REDACTED] formally requested, through text message, a meeting of the Executive Board to discuss the motions further on January 9th, 2024 at 2:07pm PST. Immediately thereafter and without any previous notification, the Executive Board convened an immediate meeting (within minutes of the first message) “as requested” by Captain [REDACTED], while deliberately disregarding his stated availability for said meeting. There was no attempt to accommodate Captain [REDACTED]’s request of 24-hours notice for the meeting nor were any alternative dates provided.

**Motive:** These actions suggest a coordinated effort, orchestrated and/or executed by or on behalf of Captain [ACCUSED - REDACTED] and others to misuse their union authority for factional gain and take retribution against a union member who was attempting to uphold the legal and moral requirements of office to which he was duly elected. The evidence of both the desire and attempts to suppress and withhold information from the pilot group, including post-election resignations of key positions and the seriousness of the election protests, indicate acceptance of manipulating union dynamics and “narrative control” to serve personal or factional interests.

**Conclusion:** These allegations represent a grave breach of Captain [ACCUSED - REDACTED]’s sworn commitment to a corruption-free union as well as the federally mandated fiduciary requirements for union officers. Union officers are required to act in the best interest of their members at all times, regardless of political support or

alliances. The actions described are direct and material violations of the IBT National Constitution and federal law.