

Feb 25, 2020

Dear Trial Officer,

RE: Dugovich & Stemler v Komac

As I have already communicated to you, I will not be present at the hearing due to its location and a previous engagement which cannot be changed. You have refused to change the venue to a place closer to my residence or scheduled the hearing for a day and time that works for me. Conversely, you have given the accusing party a convenient time, date and location. Please note the attached request for continuance which highlights a number of the procedural errors in this case. I now put forth all of these arguments as part of my written response in addition to the comments below.

WITNESSES

Despite repeatedly asking, I have not received any instruction or forms as to how to require people to appear and be questioned. There are two in particular, the Trustees of Local 114 who have critical information that has not been given to the chair. I assume that you have not given this information to me because of your continued bias toward me and because you are not interested in the truth. The location of the hearing and time of day does not work for my other witnesses as they work for a living.

CHARGE 1

As a voluntary member of AFSCME, not an Officer, I have indeed assisted and I will continue to assist a competing labor organization as I believe Council 2 and AFSCME International lied to a federal judge, continues to withhold information from its members and does not follow its own constitution. It's practice of bullying and trying to stomp down members who seek accountability is inappropriate and unacceptable to me and at least 75% of our members agree. Council 2's intent was to abandon our Local and I stand by my decision to seek something better for the workers of my bargaining unit here in Bellingham. I was not involved in creating the Guild. I began this effort only after learning that the Guild had been formed. I did not assist this labor organization until after stepping down as an officer. I dispute the comment of the accusers that anything has been "determined" in any prior JP cases. This is not a court, it has no standards of evidence and is not interested in the truth. I understand and realize that assisting another labor organization as a member is not allowed but opting out is not and will never be a decision I will make. I believe that sends that wrong message to my employer and gives the true labor movement a bad name. In short, you're going to have to kick me out.

CHARGE 2

The charge is that I withdrew \$3000 in cash from our Local bank account is completely baseless.

I was not at the Union meeting where a quorum of Local 114 members decided to give our member's widow \$3000. However, upon being presented with the information from our Secretary and Treasurer that the motion was made and approved, the Treasurer and I discussed whether it would be better to write a paper check from the Local's account for \$3000 or because the amount was large, if it would be better to get a certified check directly from the bank. We agreed that it would be more secure for the surviving spouse if we got a check directly from the bank. A factor in this decision was that the surviving spouse (Michelle Henderson) was expected to travel out of State to see family and we thought this would make it easier for her. A copy of that check is attached and shows that it was written from the bank and cashed by Ms Henderson. Look closely and you will see that it has a bank signature on the check itself and the receipt (which you have a copy of) and which you admit in your Charge, has my signature. That is 2 signatures.

In preparation for defending this charge, I discussed the situation with a bank manager, (contact information below). She reviewed the entire transaction and confirmed that absolutely no cash exchanged hands and I did not write a check for cash. If you have any questions about the transaction or need her or anyone at the Credit Union's personal testimony, I encourage you to call. If this "trial" was held in Bellingham, she no doubt would have appeared.

No cash was received by me and Mr. Kruse knows it. It's disappointing that an International union such as yourselves would allow a administrator and deputy administrator put in place by you to blatantly lie about people when they know that the details they are sharing are untrue. I believe that is called libel. Any further attempts to discredit me with lies that I have stolen one thin dime or taken cash out of any account will be met with legal action.

The Financial Standards Code requires two signatures on checks which we have always done.- This check was not a typical check written by the Local. It was a check issued by the bank. Local union officers have no authority to sign a bank's cashier's check. However, this does not equate to the falsehood that Mr. Kruse is spreading and Dugovich is perpetuating. I did not withdraw cash. Period.

Contact Information:
Whatcom Educational Credit Union
(360) 676-1168
Ask for Carmen

CHARGE 3

The judicial panel is so unorganized and the accusing parties are so inept that I have no idea if this charge is even still part of the circus. In case it is, here is my response in addition to the attachment. This charge or a charge substantially like it has already been heard.

It is ridiculous and unfair to put forth accusations like this when the audit that Council 2 has put forth is still "preliminary". Our Local responded to the preliminary findings and as far as I know, we never received any final determination. If we had of, it would have been challenged/appealed. Just because our Council is mad at us doesn't mean that they can continue persecuting us. It is none of their business what our Local decides to spend money on as long as it for the good and welfare of our members. I stand by my leadership and I stand by our eboard and membership's decisions to spend money as we see fit.

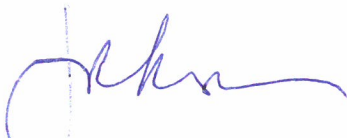
REMEDIES

1 Expulsion from membership - you already did that in a prior JP. But you're still taking my dues money, aren't you?

2 Restitution - I encourage you to read the AFSMCE legal opinions in the federal lawsuit regarding who is liable if its believed that the AFSCME Constitution is breached. You argued that union officers as individuals have no obligation to repay monies. These expenditures have been fully approved by our membership multiple times. Please see the written response attached.

In closing, I don't expect you to consider any of the procedural errors in this case even though they affect my rights. I also want to make clear that I am speaking for only myself and for none of the other accused parties in this matter.

Sincerely,



Jael Komac