

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

DANIEL S. O'SHEA

Plaintiff,

v.

**INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, LOCAL UNION NO.
639 et al.,**

Defendants.

Civil Action No. 1:04-CV-00207

AFFIDAVIT OF MARK AARON

I, Mark Aaron, do hereby depose, affirm, and state as follows:

1. I am over 21 years of age and am competent to testify to the matters stated in this Affidavit.

2. I am employed by UPS as a District Labor Relations Manager, a position I have held since February 2002. UPS is engaged in the delivery of parcels, letters, and packages throughout the United States, including in Maryland, and abroad. I maintain my only office at a UPS facility located in Laurel, Maryland.

3. Daniel S. O'Shea was employed by UPS as a Package Car Driver until his discharge in May 2003. Mr. O'Shea was based in the Laurel, Maryland facility. Mr. O'Shea's job required him to deliver packages within a designated area, which was located entirely within Maryland. Mr. O'Shea's employment records related to his employment with and discharge from UPS are located in Laurel, Maryland, as are his timecards and delivery records. According to UPS records, Mr. O'Shea resides at 506 N. Rock Glen Road, Baltimore, Maryland.

4. On May 15, 2003, at the Laurel, Maryland facility, UPS issued Mr. O'Shea a discharge notice for failure to follow proper Company methods, procedures, and instructions; dishonesty; insubordination; and his overall unacceptable work record. Specifically, on May 12, 2003, Mr. O'Shea failed to complete his Maryland delivery route, leaving 57 packages undelivered; he failed to communicate with management at the Laurel, Maryland facility until late in the day to apprise them of the service failures; and he later falsely informed management at the facility that he had processed the undelivered packages in accordance with UPS policy.

5. During his subsequent meetings with management at the Laurel, Maryland facility, Mr. O'Shea secreted a tape recorder and recorded his conversations without the prior knowledge or consent of any of the particular management employees involved in the meeting that day. Mr. O'Shea was represented during those meetings by representatives from Teamsters Local Union No. 639 ("Union"), who also work at the Laurel, Maryland facility. When Mr. O'Shea was exiting the facility, he deliberately violated UPS security policy against theft by refusing the request of a security guard to inspect one of the duffel bags he was carrying out of the building. The decision to issue Mr. O'Shea the discharge notice was made by management employees from the Laurel, Maryland facility, and the discharge notice itself was prepared by LaVerne Thornton, a UPS employee also located in the Laurel, Maryland facility.

6. Contesting the discharge notice, the Union filed a grievance on behalf of Mr. O'Shea, which ultimately was heard in Williamsburg, Virginia, by the Atlantic Area Parcel Grievance Committee ("AAPGC"), a bipartite arbitration panel established by UPS and the Union in the Collective Bargaining Agreement to render final and binding decisions on grievances. In this case, the AAPGC included as a seventh member an impartial, independent

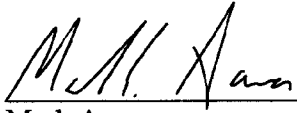
outside arbitrator, David Vaughn. The AAPGC and Arbitrator Vaughn found that there was just cause for Mr. O’Shea’s discharge and thereby denied his reinstatement.

7. All of the following witnesses involved in or having knowledge of the events leading up to Mr. O’Shea’s discharge, the discharge itself, and the grievance Mr. O’Shea filed contesting the discharge worked in the Laurel, Maryland facility at all relevant times and otherwise currently live in Maryland:

<u>Name</u>	<u>Title</u>	<u>Residence</u>
Lawrence Young	Center Supervisor	Baltimore, MD
John Pinnock	Center Manager	Silver Springs, MD
Ruben Porras	Center Supervisor	Laurel, MD
Steve Harloff	Supervisor	Columbia, MD
Brian Kirchoff	Center Manager	Severna Park, MD
John Morris	Center Manager	Linthicum, MD
Ogunlola O. Olajide	Security Guard	Baltimore, MD
Frank Gribbin	Division Manager	Mount Airy, MD
Troy Ladson	Center Supervisor	Randallstown, MD
Judy Huntley	Office Mgmt Specialist	Laurel, MD
Wendy Franks	Office Mgmt Specialist	Shadyside, MD
Kathleen Krintz	Office Mgmt Specialist	Columbia, MD
Mark Aaron	Labor Manager	Bel Air, MD
Don Smith	Package Car Driver/ Union Shop Steward	Baltimore, MD
Tom Conard	Training/Dev Mgr	Mt. Airy , MD
Eric Maura	District Security Mgr	Ellicott City, MD

Additionally, John Catlett, the Union’s Business Agent at the time, resides in Riverdale, Maryland, and he performed part of his responsibilities in the Laurel, Maryland facility. His jurisdiction includes four (4) other UPS buildings in Maryland and three (3) UPS buildings in Virginia. UPS maintains no facility within the District of Columbia.

In accordance with 28 U.S.C. § 1746, I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the foregoing paper are true and correct.



Mark Aaron

4. 8. 07

Date