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7 Cross-Claimant PACIFIC MARITIME
ASSOCIATION and Cross-Claimant MARITECH
8 CORPORATION

9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 SAN FRANCISCO DIVISION

12 JOSEPH N. MINIACE, an individual,
13 Plaintiff,

14 v.

15 PACIFIC MARITIME ASSOCIATION, a
California non-profit corporation,
16 Defendant.

18 PACIFIC MARITIME ASSOCIATION, a
California non-profit corporation, and
19 MARITECH CORPORATION, a Nevada
Corporation,

20 Counterclaimant and
21 Cross-Claimants,

22 v.

23 JOSEPH N. MINIACE, an individual;
JEANNETTE M. COBURN, an individual;
24 MICHAEL E. CORRIGAN, an individual;
BENMARK, INC., a Georgia corporation;
25 CORRIGAN & COMPANY; BENMARK
WEST,

26 Counterdefendant and
27 Cross-Defendants.

No. C 04-03506 SI

DECLARATION OF CRAIG E.
EPPERSON IN SUPPORT OF
DEFENDANT'S AND CROSS-
CLAIMANTS' OPPOSITION TO
MOTION FOR INTERVENTION BY
UNION TRUSTEES OF ILWU-PMA
PENSION PLAN

Date: June 10, 2005
Time: 9:00 a.m.
Place: Courtroom 10
Judge: Honorable Susan Illston

Trial Date: November 7, 2005, 8:30 a.m.

HOWARD
RICE
NEMEROVSKI
CANADY
FALK
& RABKIN
A Professional Corporation

1 I, Craig E. Epperson, declare as follows:

2 1. My name is Craig E. Epperson. I make this declaration in connection with the
3 Pacific Maritime Association's and Maritech Corporation's Opposition To Motion For
4 Intervention By Union Trustees Of ILWU-PMA Pension Plan. I am over the age of 18 and
5 otherwise competent to make this declaration. The facts stated in this declaration are true
6 and correct and, unless otherwise stated, within my personal knowledge.

7 2. I am the Senior Vice President, General Counsel and Secretary for the Pacific
8 Maritime Association ("PMA"). I have been PMA's General Counsel since 1997. Before
9 1997, I was an attorney in private practice, and PMA was one of the clients for which I
10 worked for many years.

11 3. PMA is a nonprofit mutual benefit corporation headquartered in San Francisco.
12 PMA members are maritime shipping carriers, marine terminal operators and stevedore
13 companies that service West Coast ports in the United States. PMA's principal function is to
14 negotiate and administer collective bargaining agreements governing the thousands of
15 workers at West Coast ports.

16 4. On July 21, 1997, the International Longshoremen & Warehouse Union
17 ("ILWU") and PMA adopted an amendment that modified the funding requirements for the
18 ILWU-PMA Pension Plan. Attached hereto as Exhibit 1 and Exhibit 2 are true and correct
19 copies of the July 21, 1997 Letter of Understanding between ILWU and PMA, and the
20 "Twenty-Sixth Amendment to the ILWU-PMA Pension Agreement, As Amended." The
21 Letter of Understanding was signed by Joseph Miniace and Brian McWilliams who were
22 then the presidents of the PMA and ILWU, respectively. Mr. Miniace and Mr. McWilliams
23 were also ILWU-PMA Pension Plan trustees at the time.

24 5. When PMA's President Joseph Miniace and his counterpart Brian McWilliams,
25 the president of the ILWU, negotiated the 26th Amendment, they were each acting on behalf
26 of their respective organizations as negotiators for the collective bargaining agreement that is
27 negotiated between the ILWU and the PMA.

28 6. On or about August 17, 2001, and again on January 18, 2002, the ILWU made

1 written requests to PMA, under Section 8(a)(5) of the National Labor Relations Act
2 (“NLRA”), for information regarding “the negotiation and adoption of the 26th
3 Amendment.” Attached hereto as Exhibit 3 is a true and correct copy of the January 18,
4 2002 letter from ILWU President James Spinosa to Joseph Miniace, President of PMA.

5 7. Although PMA complied with the ILWU’s request by providing substantial
6 information to the ILWU, including the Application submitted to the Pension Benefit
7 Guarantee Corporation, the ILWU initiated a charge against PMA with the National Labor
8 Relations Board (“NLRB”) for allegedly refusing and/or unlawfully delaying to furnish
9 information related to, *inter alia*, the 26th Amendment.

10 8. The NLRB ultimately found in favor of PMA, finding that it satisfied its
11 obligations to provide information under the NLRA. Specifically, with regard to the
12 ILWU’s requests for information concerning the 26th Amendment, the NLRB found that
13 “PMA’s response was sufficient and timely to meet its bargaining obligation under the Act.”
14 Attached hereto as Exhibit 4 is a true and correct copy of August 30, 2002 letter from NLRB
15 General Counsel Arthur F. Rosenfeld to Robert Remar, Esq., counsel for the ILWU.

16 9. PMA has not received any subsequent written requests for information
17 concerning any bonus that Mr. Miniace purportedly was promised in connection with the
18 (successful) negotiation of the 26th Amendment from either the ILWU or the Union
19 Trustees.

20 10. Miniace’s July 2004 state-court complaint against the PMA received immediate
21 press coverage in San Francisco and Los Angeles newspapers and in the trade press.
22 Attached hereto as Exhibit 5 are what I am informed and believe to be true and correct
23 copies of the following articles: G. Raine, *Pacific Maritime Sued By Ex-Chief Over Pay;*
24 *Former CEO Says He Is Owed \$1 Million*, S.F. Chronicle, Aug. 25, 2004; *Former Chief Of*
25 *Shipping Line Group Files Lawsuit*, Los Angeles Times, Aug. 26, 2004; G. Raine, *Pacific*
26 *Maritime Takes On Miniace In Countersuit*, S.F. Chronicle, Aug. 31, 2004; *Sue Me Sue You*
27 *Blues*, Waterfront Worker, Sept. 3, 2004; R. White, *Pacific Maritime Countersues Ex-CEO,*
28 *Alleging Misconduct*, Los Angeles Times, Sept. 4, 2004; B. Mongelluzzo, *Miniace, PMA*

1 *Sue Each Other*, J. of Com., Sept. 6, 2004.

2 11. I am informed and believe that during a conversation shortly after the Miniace
3 Complaint was filed, Mr. Spinosa, the President of the ILWU, informed Jim McKenna, the
4 current President of PMA, that he was aware of the litigation.

5 12. Mr. Spinosa, the current ILWU President, is also an ILWU trustee for the Pension
6 Plan. Robert McEllrath is not a trustee of the ILWU-PMA Pension Plan.

7
8 I declare under penalty of perjury that the foregoing is true and correct. Executed this
9 ___ day of May, 2005 at San Francisco, California.

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11 _____
12 Craig E. Epperson

13 HOWARD
14 RICE
NEMEROVSKI
CANADY
FALK
& RABKIN
15 A Professional Corporation

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