

Glenn Rothner
Rothner, Segall and Greenstone
510 South Marengo Avenue
Pasadena, CA 91101-3115
(626) 796-7555
Grothner@rsglabor.com

Leon Dayan
Bredhoff & Kaiser, PLLC
805 Fifteenth St., NW
Washington, DC 20005
(202) 842-2600
LDayan@bredhoff.com
Attorneys for International President Andrew L. Stern

IN RE HEARING ON WHETHER A
TRUSTEE SHOULD BE APPOINTED AT
SEIU UNITED HEALTHCARE
WORKERS-WEST UNDER ARTICLE
VIII, SECTION 7 OF THE SEIU
CONSTITUTION

Response to Sur-Rebuttal Declaration of
Thomas Dewar

Hearing Officer: Ray Marshall

DECLARATION OF ROBERT HAUPTMAN

Robert Hauptman, states under penalty of perjury that the following is true and correct:

1. I am currently employed by the Service Employees International Union (“International Union”). I work as a Special Assistant to the International Secretary-Treasurer. I am over the age of eighteen and have personal knowledge of the facts stated herein. If called to testify, I could competently testify as to these facts under the rules governing the trusteeship proceeding.

2. On November 21, 2008, counsel for UHW-W submitted a “sur-rebuttal” declaration from Thomas Dewar in lieu of his testimony at the trusteeship hearing.

3. Within ten days of the submission of that declaration, UHW-W gave Thomas Dewar a consulting contract, with compensation to be paid at a rate of \$8,830 per month (or the equivalent of \$105,960 per year), for a maximum of \$26,490, as evidenced by an Independent Contractor’s Agreement between UHW-W and Dewar attached hereto as Exhibit 141. The contract, signed by Dewar on December 1 and by UHW-W Secretary-Treasury on December 2, does not specify how much work is required or list any assignments, but states vaguely that he shall “provide contract campaign and/or organizing campaign communications work as delegated for UHW during the term of this agreement.”

4. Two days after Ms. Emslie signed the contract, on December 4, 2008, UHW-W issued a check to Mr. Dewar for \$4,415 as first payment under this contract.

5. On December 5, 2008, in the course of my official duties, I received a copy of the check register for December 4, 2008 from UHW-W. After reviewing it, on December 8, 2008, I emailed UHW-W requesting a copy of the supporting backup documentation for the check to Mr. Dewar.

6. On December 8, 2008, UHW-W provided me a copy of the contract between UHW-W and Thomas Dewar as backup documentation for the check. A true and accurate copy of the contract between UHW-W and Dewar as provided to me by UHW-W is attached hereto as Exhibit 141. However, I was not provided a copy of any invoice from Mr. Dewar or any other document identifying the specific services he had performed under the contract within those four days in December 2008.

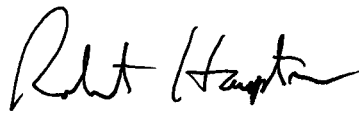
7. As part of the monitoring process started in August 2008, UHW-W agreed to send me copies of any new contracts when signed as evidenced by the email sent to me by Joan Emslie dated August 30, 2008 , a true and correct copy of which is attached hereto as Exhibit 144.

8. Despite that agreement, UHW-W did not send me a copy of, or any other form of notice of, the contract with Dewar until after I asked on December 8, 2008 for the supporting backup for the payment they had already made on December 4.

DECLARATION PURSUANT TO 28 U.S.C. § 1746

I hereby declare under penalty of perjury that the foregoing Paragraphs 1 through 8 are true and accurate.

Dated: 12/10/08



Robert Hauptman