

To Whom it May Concern,

Enclosed is information regarding systemic corruption of Elected and Appointed Officers at the NY Hotel and Gaming Trades Council and UNITE HERE Local 6.

President Richard Maroko, Executive Vice Presidents Vanessa Meade and Guiseppe Messineo, Chief Financial Officer Marcia Azeez, as the Elected and Appointed Officials of the above mentioned organizations, as well as other staff members, have knowingly and willfully, on multiple occasions, disregarded their fiduciary obligations and engaged in violations of the Racketeer Influenced and Corrupt Organizations (RICO) Act as well as Wire Fraud and Honest Services Fraud statutes.

Mr. Maroko had personal knowledge of, and either directly participated or directed others to misappropriate millions of dollars of rental income. He accepted and allowed his Elected Officers to accept gifts of Hotel Rooms, Liquor, Gourmet Food and Electronic Items from Hotel Officials on a Quid Pro Quo System.

Mr. Maroko, Ms. Meade, Mr. Messineo and Ms. Azeez have defrauded their Union UNITE HERE Local 6 out of, to date, approximately Three Million Dollars to the benefit of the NY Hotel and Gaming Trades Council.

UNITE HERE Local 6 is the Owner and Landlord of 709 8th Avenue, New York, NY 10036, which we will refer to as "The Building". The NY Hotel and Gaming Trades Council is a Tenant in the Building renting approximately 20,000 square feet of commercial space and had a long-term lease expiring in October 2023. For the duration of the lease the rent was \$4,000 per month and they continue to pay \$4,000 per month, which equates to approximately \$2.50/per square foot. The present price per square foot for commercial rent in Midtown Manhattan is approximately \$50-\$60/per square foot. The actual rent the NY Hotel and Gaming Trades Council should be paying is \$83,000-\$100,000 per month. The total rental income lost by UNITE HERE Local 6 from October 2023 to date is between \$2,500,000 and \$3,000,000.

Mr. Maroko, along with Ms. Azeez, has violated the UNITE HERE International Union's Consent Decree, of which he is a part of. Mr. Maroko misdirected millions of dollars in rental income from UNITE HERE Local 6 to the NY Hotel and Gaming Trades Council.

Mr. Maroko has also violated the UNITE HERE International Union's Policy, their Consent Decree and his own policy and directives concerning bribes, gifts and official misconduct.

Mr. Maroko, along with being the President of UNITE HERE Local 6 and NY Hotel and Gaming Trades Council is also a vice President of UNITE HERE International Union. He is well aware of the constraints and obligations of the Consent Decree mandated by the U.S. Government and UNITE HERE International implemented about 30 years ago.

Furthermore, Mr. Maroko, Ms. Azeez, Mr. Messineo and Ms. Meade, as the Union's Secretary Treasurer had devised and implemented a scheme to defraud the "New York Hotel Trades Council and Hotel Association of New York Health Center, Inc." a multi-billion-dollar Benefit and Pension Fund for Hotel Workers which will be referred to moving forward as the "Health Centers", of several hundred thousand dollars in rental income.

The Health Centers are directly bound to the Employee Retirement Income Security Act (ERISA), which is the Federal Law establishing standards for private sector retirement and health plans, and as such has direct oversight by the Department of Labor and the Department of Labor Inspector General's Office.

The Health Centers rent approximately 19,000 square feet from UNITE HERE Local 6. They had a month-to-month lease, paying above market value, approximately \$80/per square foot. When an annual audit discovered they were paying more than the market price of \$50-\$60/per square foot, they requested a re-evaluation of the rental agreement. Mr. Messineo, Ms. Azeez, with Mr. Maroko's participation and approval inflated the actual square footage of the Health Center's commercial space to justify a higher rent. They claimed the Health Center occupies 26,000 square feet. They accomplished this by adding approximately 6,000 square feet to the lease to justify the higher rent. The space in question is the Auditorium area in the building's Mezzanine area. Submitted for your review is the most recent lease amendment specifying the Auditorium as rented by the Health Center. In actuality they do not occupy it and included for your review are emails from the Health Center to Union Officials requesting use of the Health Center's Auditorium, corroborating that the UNITE HERE Local 6 Union and not the Health Centers are the actual occupants. Also included are emails from various other organizations to UNITE HERE Local 6 requesting use of the Auditorium. The additional square footage has benefited UNITE HERE Local 6 approximately \$25,000 a month and consequently cost the Health Center \$25,000 a month for a space they are not occupying.

Mr. Maroko, Ms. Meade and Mr. Messineo as well as other Elected Officials have consistently accepted Gifts from Hotel Executives, specifically Robert Lafferty, the former Human Resources Director of Highgate and Michael Grasso, who was the Human Resources Director of Hyatt Properties.

Mr. Grasso and Mr. Lafferty have consistently brought gifts of Gourmet Food and expensive Liquor bottles for the entire 3rd Floor Union staff. Specifically, Mr. Grasso has most recently brought gifts to Mr. Messineo and Ms. Meade. Mr. Grasso has also brought electronic items to Ms. Meade, specifically an X-Box and Sony PlayStation.

Mr. Grasso, since being terminated from Hyatt, has consulted for the Four Seasons Hotel Group and Star Wood Capital. In this capacity he directly negotiates and settles Hotel and Union Grievances with the exact people whom he has bestowed gifts to. For your review we have included photos of Mr. Grasso's most recent visit to Ms. Mead's and Mr. Messineo's office. The photo shows he has in his possession two shopping bags which appear to contain gifts. Upon Mr.

Grasso's exit he no longer has possession of the gifts. This is a direct violation of the International Union's Consent Decree Mandate, of which UNITE HERE Local 6 is bound to adhere to. It is also a direct violation of the Union's Policy concerning accepting gifts. Mr. Grasso has unfettered access to Union Officials, the Union Executive Offices and the Union's Law Department.

UNITE HERE Local 6 and the NY Hotel and Gaming Trades Council has a contractual agreement through the Collective Bargaining Agreement known as the "CBA". The CBA binds the members of the Hotel Association and various Clubs and Casinos to arbitrate their disputes in the organization known as the "Impartial Chairman's Office". 321 W 44th Street, New York, NY 10036, 4th Floor is known as the Impartial Chairman's Office. Mr. Messineo, for several years was the Union Grievance Officer, overseeing scheduling and managing the Union's Grievances with the Hotel Industry. Since then, Mr. Messineo was promoted to the Executive Vice President.

Mr. Maroko and Mr. Messineo have on multiple occasions threatened, coerced and intimidated the Arbitrators. This was mainly in response to Mr. Lafferty's successful plan to rig a decision at the Impartial Chairman's Office.

Prior to his termination from Highgate, Mr. Lafferty devised a scheme while in his position at Highgate to relieve Highgate of its financial obligations to the Union and the Union Pension Fund. Several years ago, Highgate was the management company of the Wagner Hotel, which was formally the Ritz Carlton. The Hotel was owned by Westbrook and managed by Highgate. Highgate was the signature of the Union Contract, responsible to the Pension Fund for all benefits and pensions. Westbrook eventually sold the property to a California-based Hedge Fund which at the time was in financial distress and was considering bankruptcy. This would have made Highgate responsible for payments to the Union for Severance, Pension and Benefits, which was in millions of dollars. Mr. Lafferty and Mr. Maroko conspired together that Mr. Maroko will release Highgate from their obligation to the Union's Benefit Fund if Mr. Lafferty presents the case to the Impartial Chairman's Office for Arbitration. Specifically, to be heard by Arbitrator Elliott Shriftman. Mr. Lafferty and Mr. Moroko insisted to Arbitrator Shriftman that he rule that Highgate be released and that the new Owner and any Bank or Financial Institution that has a financial entanglement with the Union Property be responsible for the Union Contract. Mr. Shriftman was vehemently opposed to Mr. Lafferty's and Mr. Maroko's request and expressed to them if they proceeded with the arbitration, he would have no choice but to rule against them. Mr. Maroko and Mr. Messineo told Mr. Shriftman if he did not rule in the Union's favor he would be terminated, as would be his son, who is also an Arbitrator at the same Impartial Chairman's Office. Although opposed, Mr. Shriftman eventually acquiesced to protect his and his son's position. This ruling was brought to the attention of the U.S. Attorney at the Southern District. They did not render a decision based on the legality of the facts but on the contractual language concerning Arbitrations and their adherence. The Southern District of NY was not aware at the time of the conspiracy by Mr. Maroko, Mr. Lafferty and Mr. Shriftman to rig the decision. Mr. Shriftman's decision had a profound effect on the Hotel Industry as it renders any

and all Financial Institutions that provide financing for the Hotels responsible for all debts and obligations owed by Hotel Ownership and Hotel Management Companies to the Union. This decision also makes financing and re-financing Hotel Debt difficult if not impossible due to Banks and Financial Institutions' hesitation to endure the financial constraints and obligations of the Union Contract. Attached are emails between Mr. Lafferty, Mr. Maroko and Mr. Messineo as well as Mr. Shriftman confirming the sequence of events.

Mr. Lafferty was terminated from Highgate shortly after that decision and rewarded with the Chief Operating Officer position at the New York Hotel Trades Council and Hotel Association of New York Health Center, Inc earning more than \$300,000 annually.

As written previously, Ms. Azeez is the CFO of UNITE HERE Local 6, NY Hotel and Gaming Trades Council and the Club Employees. In her capacity she earns approximately \$350,000 in annual wages and benefits. From approximately April 2023 to Fall of 2025 Ms. Azeez was allowed to abuse the Sick Leave Policies of those respective organizations. Ms. Azeez in that time period wasn't present at the office for 18 months as she claimed an ankle injury precluded her from working. Ms. Azeez was collecting her full salary while not being present in her office at 709 8th Avenue, New York, NY 10036, 4th Floor. Yet, in that same time period, she took several vacations, visited her daughter in college and most egregiously, actively managed her CPA Firm, which is located at 37 Jedwood Place, Valley Stream, NY 11581. Furthermore, Ms. Azeez regularly conducts her personal business while present at her UNITE HERE Local 6 office while being paid by the Unions she's employed to represent. She has also, on occasion, had NY Hotel and Gaming Trades Council employees assist her in this.

In conclusion, Mr. Maroko is a Labor Attorney and Officer of the Court, yet he is overseeing a criminal enterprise of corruption, misconduct and malfeasance. He is a Fiduciary of NY Hotel and Gaming Trades Council, UNITE HERE Local 6, UNITE HERE International Union and the Health Centers. He has conspired with the upper echelon of those respective organizations. Mr. Maroko, Mr. Messineo, Ms. Meade and Ms. Azeez have directly benefited by a system which encourages Quid Pro Quo.