

Wilma B. Liebman
United Auto Workers (UAW) External Ethics Officer

March 16, 2022

Neil M. Barofsky, Esq.
Jenner & Block LLP
919 Third Avenue
New York, NY 10023
Sent by email: NBarofsky@jenner.com

Re: October 28, 2021 Referral

Dear Mr. Barofsky:

On October 28, 2021, you referred to me, as independent Ethics Officer of the International Union, United Automobile, Aerospace and Agricultural Workers of America (UAW), a matter for analysis relating to alleged misconduct by Raymond Curry, International Union President. At my request, Exiger, LLC, the Ethics Ombudsman for the UAW Ethics Hotline, conducted a thorough investigation and analysis of this matter. Throughout their investigation, they fully communicated with me. By this letter, I share with you their Findings and Recommendations. I have carefully reviewed the attached report and fully concur with its Findings and Recommendations.

I am providing these Findings and Recommendations, with a copy of this letter, to the UAW International Executive Board. In addition, and especially since your referral became public, I will be posting the Findings and Recommendations, and this letter, on the Ethics page of the UAW website.

Sincerely,

/s/ Wilma B. Liebman

Wilma B. Liebman
UAW External Ethics Officer

Attachment

To: Wilma Liebman
From: Exiger
Re: Ray Curry's Use of Sports Tickets/Investigative Findings and Recommendations
Date: March 15, 2022

Background

On October 28, 2021, Neil Barofsky, the federal court-appointed Monitor ("the Monitor") for the United Auto Workers ("UAW" or "the Union") referred a matter involving allegations against UAW President Ray Curry ("Mr. Curry") to UAW External Ethics Officer Wilma Liebman ("Ms. Liebman").¹ An unnamed source alleged that in January 2017, Mr. Curry violated UAW policy by improperly accepting tickets to a sporting event from a marketing vendor.² At the time, Mr. Curry was the Director of UAW Region 8 and he claimed that he received tickets to attend the 2017 National Collegiate Football Championship game ("the January 9, 2017 game") between Alabama and Clemson on January 9, 2017, while he was in Florida to assist in a UAW collective bargaining agreement ("CBA") negotiation.³ Mr. Curry also stated that when Region 8 made advertising sales purchases for the UAW, the sales contract came with allotments to sporting events; the tickets he used were acquired through this type of allotment.

The Monitor conducted a preliminary investigation into these allegations prior to referring the matter to Ms. Liebman. Per the Justice Department's consent decree with the UAW, the Monitor had the authority to pursue disciplinary proceedings if wrongdoing was found,⁴ but he decided that his office would not pursue this matter further. In his October 28, 2021 referral letter to Ms. Liebman, he summarized the investigative steps taken by his office and stated that "the quality of evidence and the nature of Mr. Curry's conduct do not cross the necessary threshold such that the Monitor would institute such a proceeding." He added:

The Monitor has thus determined that Mr. Curry's conduct falls below its evidentiary and materiality thresholds given the uncertainty around the specific policy concerning tickets, the relative lack of materiality of the conduct and that it appears to have happened on only one occasion, that the conduct occurred more than four years ago, and the intent of the parties that the Monitor's historical investigative efforts should focus on more significant matters.

However, he requested that the Ethics Officer "analyze the facts and ethical policies and practices at issue, and to take any further steps as you deem appropriate."⁵ Ms. Liebman

¹ Monitor's referral to Ms. Liebman, October 28, 2021.

² Meeting with UAW Counsel on Monitor Referral, November 5, 2021.

³ Monitor's referral to Ms. Liebman, October 28, 2021.

⁴ Consent Decree, E.D. Mich., January 29, 2021.

⁵ Monitor's referral to Ms. Liebman, October 28, 2021.

subsequently asked Exiger, LLC, the Ethics Ombudsman for the UAW Ethics Hotline, to investigate this matter, address the Monitor's questions, and present findings and conclusions.

In order to do this, Exiger sought to delve deeper into any applicable UAW policies, Mr. Curry's understanding of these policies and the circumstances surrounding the tickets that were acquired for the January 9, 2017 game. Key questions included, but were not limited to, whether Mr. Curry:

- Violated any UAW Policies and Procedures
- Traveled to Florida for legitimate UAW business
- Was influenced to purchase advertising because of the tickets that came with advertising packages
- Believed it was ethically allowable for him to use the tickets provided through ad sales
- Routinely used sporting tickets that came with advertising packages to attend games

This memo provides a detailed explanation of Exiger's investigation, findings and conclusions. Exiger notes that the UAW and Mr. Curry were fully cooperative during this investigation, providing us with any assistance we requested. Exiger also notes that the Monitor's Office interviewed Mr. Curry in the course of its investigation, and we requested their interview notes. These notes were highly relevant to us as they pertained to the subject of this investigation and the Monitor's referral letter made several references to the interview with Mr. Curry. However, the Monitor did not provide these notes.

Findings

To fully evaluate the merits of the allegations against Mr. Curry, Exiger sought to gain an understanding of the advertising sales contracts at the UAW and the details of the events that led Mr. Curry to attend the January 9, 2017 game. Exiger then reviewed applicable UAW policies and analyzed whether any ethical violations had occurred based on those policies.

UAW Advertisements, the January 9, 2017 Game Tickets and Attendance

This section discusses the UAW's practices regarding advertising sales purchases and the way in which tickets obtained as part of advertising sales purchases were typically handled. It also details Mr. Curry's trip to Florida and how he obtained the tickets to attend the January 9, 2017 game.

A. Purchase of Advertising

In the last decade, the UAW has engaged in high profile, extremely contentious organizing drives in the southern part of the United States. As a result, public relations professionals recommended that UAW leadership solicit advertising to increase the UAW's visibility and,

possibly, support for the Union. Prior to Mr. Curry's tenure as its Director,⁶ Region 8 began purchasing advertising packages for this reason.⁷

Mr. Curry's understanding of the purpose of the advertising campaigns aligns with the background information that UAW counsel provided to Exiger. Specifically, Mr. Curry explained to Exiger that the UAW used advertising at sporting events to increase the Union's visibility, especially during organizing drives.⁸ The UAW did not have a set budget for advertising – it was discretionary, and when he became the Region 8 Director, Mr. Curry had the sole authority to purchase advertising.⁹ The practice of purchasing advertising for the UAW also occurred in other regions, and these regions also received tickets to entertainment and/or sporting events. No claims have been made of improper use of tickets in these other regions. Nor did Exiger's investigation yield any evidence of unethical conduct related to advertising purchases in other regions.

The advertising contract packages typically came with either an allotment (credited dollar amount for tickets) or a set number of tickets for the sporting events at which the UAW was advertising. Importantly, these tickets were never separately negotiated or provided to representatives. Rather, they were part of the overall advertising package purchased by the UAW.

Although the UAW did not provide any guidance as to what should be done with these types of tickets, Mr. Curry said that he routinely distributed these tickets to rank and file UAW members.¹⁰ He recalled that the UAW would try to send UAW members wearing UAW gear to the sporting events so that there would be additional visibility for the UAW.¹¹ Mr. Curry was not aware of what other regions typically did with the tickets they were given.¹²

The advertising purchases and the tickets attached to these packages were no secret to the UAW leadership. Mr. Curry informed other Regional Directors of his ad purchasing, and at one International Executive Board ("IEB") meeting, he brought examples of gameday programs and other publications where the ads Region 8 purchased were displayed.¹³ Mr. Curry was open about Region 8 purchasing these advertising packages and he believed that this was being done for legitimate purposes.

B. Mr. Curry's Receipt of Tickets as Part of Advertising Purchases

⁶ Mr. Curry was first elected as the Region 8 Director on June 4, 2014. See <http://uawregion8.net/ray-curry.html>. Region 8's territory includes much of the mid-Atlantic and most of the deep south of the United States.

⁷ Meeting with UAW Counsel on Monitor Referral, November 5, 2021.

⁸ Exiger interview of Mr. Curry, February 24, 2022.

⁹ Id.

¹⁰ Meeting with UAW Counsel on Monitor Referral, November 5, 2021; Exiger interview of Mr. Curry, February 24, 2022.

¹¹ Exiger interview of Mr. Curry, February 24, 2022.

¹² Exiger interview of Mr. Curry, February 24, 2022.

¹³ Exiger interview of Mr. Curry, February 24, 2022.

On behalf of Region 8, Mr. Curry (as well as others within the UAW) negotiated advertising contracts that came with tickets to sporting events. However, he stated to Exiger that these tickets never factored into his decisions to purchase the advertising, or from whom to purchase the ads. Nor did he ever keep track of the ticket allotments. Indeed, he informed Exiger that as a result, the UAW sometimes even had ticket allotments from one year that carried over into the following year.¹⁴

Mr. Curry further stated that with the exception of the January 9, 2017 game tickets, he distributed the sporting tickets that Region 8 received as part of advertising packages to UAW members. Exiger requested documentation from the UAW that would corroborate Mr. Curry's statement and, in some cases, noted below, Exiger received emails confirming that Mr. Curry forwarded the tickets to others at the UAW.¹⁵ Below is a description of the sporting tickets Region 8 obtained as part of advertising purchases while Mr. Curry was the Region 8 Director.

- November 8, 2014 – four tickets to the November 22, 2014 University of Alabama homecoming game.¹⁶
- December 7, 2016 – four tickets to the December 31, 2016 Peach Bowl.¹⁷
- January 9, 2017 – four tickets to the January 9, 2017 National Collegiate Football Championship game between Alabama and Clemson. Mr. Curry attended this game along with three colleagues. He did not receive these tickets via email. Further details on how he obtained these tickets can be found in the section entitled “The January 9, 2017 game.”
- December 5, 2017 – four tickets to the January, 1, 2018 Peach Bowl.¹⁸
- December 9, 2017 – three tickets to the December 10, 2017 Minnesota Vikings v. Carolina Panthers NFL game.¹⁹ Mr. Curry forwarded these tickets to Region 8 Representative Robert Riggins on December 9, 2017.²⁰

¹⁴ Exiger interview of Mr. Curry, February 24, 2022.

¹⁵ Exiger did not draw conclusions based on whether we received such documentation, as the tickets could have been distributed in a variety of other ways, including physical transmission.

¹⁶ UAW-Curry Doc Collection Grp 6: UAW-Mon_000259 (November 11, 2014 email from Curry to Will Pinkston).

¹⁷ UAW-Curry Doc Collection Grp 5: UAW-Mon_000225 (December 7, 2016 email from Curry to Jim Scotti).

¹⁸ UAW-Curry Doc Collection Grp 5: UAW-Mon_00196 (December 5, 2017 email from Orders@AEPcompanies.com to Curry).

¹⁹ UAW-Curry Doc Collection Grp 4: UAW-Mon_000189 (December 9, 2017 email to Curry from Orders@AEP).

²⁰ Exiger received a copy of the December 9, 2017 email from Mr. Curry to Robert Riggins (with the tickets attached) from Terry Campbell on February 28, 2022.

- January 8, 2018 – four tickets to the January 28, 2018 NFL Pro Bowl.²¹
- August 16, 2018 – sixteen tickets to the September 1, 2018 Camping World Kick-off.²² Mr. Curry forwarded the tickets via email to Mitchell Smith on August 16, 2018.²³

C. Travel to Florida

On January 1, 2017, Mr. Curry traveled to Florida from his home in Tennessee to assist with contract negotiations with two significant employers in Region 8, specifically Lockheed Martin and Raytheon. Mr. Curry attended the opening of the negotiations with Lockheed Martin in Ocala, Florida on January 9, 2017. He informed Exiger that it was common for regional directors to be present at the beginning of contract negotiations and that there was added pressure on Region 8 because a Representative was going to retire on January 31, 2017. Additionally, another Region 8 Representative who was going to take over the negotiations with Lockheed was scheduled to have back surgery. As a result of these staffing shortfalls, Mr. Curry was more involved in these negotiations than might normally be expected.²⁴

The records Exiger reviewed confirm that Mr. Curry made an airline reservation to travel to Florida on January 1, 2017, with a departure from Nashville to Tampa on January 9, 2017 and a return from Tampa to Nashville on January 10, 2017.²⁵ Mr. Curry had to adjust his schedule to accommodate the Raytheon negotiations and, therefore, returned to Tennessee on January 11, 2017.

The records also confirm that Mr. Curry stayed at hotels within the Ocala/Largo areas in which the negotiations were taking place.²⁶ The business expense receipts that he submitted also state that the purpose for the expense was “Negotiations-CAT-Lockheed Raytheon, UAW Ford Aerospace meeting.”²⁷ The colleagues who were with Mr. Curry in Florida during that trip confirmed that he traveled to the area for official UAW business.²⁸ Exiger found no evidence that would indicate the January 9, 2017 game (discussed below) played any role in his decision to travel to Florida.

²¹ UAW-Curry Doc Collection Grp 4: UAW-Mon_000172 (January 8, 2018 email to Curry from Orders@AEP).

²² Email from Mr. Curry to Mr. Smith, August 16, 2018.

²³ Id.

²⁴ Exiger interview of Mr. Curry, February 24, 2022.

²⁵ Document provided by Terry Campbell titled “Flight-oil change[96]”.

²⁶ Also in the records was a receipt for lodging by Mr. Curry at a Hilton Hotel in Ocala, Florida, check-in on January 9, 2017 and check-out on January 10, 2017. Another receipt shows Mr. Curry staying at the Biltmore Beach Hotel in Treasure Island, Florida, checking in on January 10, 2017 and checking out on January 11, 2017. Mr. Curry advised during our interview that he traveled to the Tampa area during this time for two negotiations; the Lockheed Martin contract in Ocala, Florida and the Raytheon contract in Largo, Florida.

²⁷ Exiger interview of Mr. Curry, February 24, 2022 and Curry Report Key 47415.

²⁸ Exiger interview of Representative A, February 9, 2022; Exiger interview of Representative B, February 10, 2022; Exiger interview of Assistant Director, February 10, 2022.

D. The January 9, 2017 game

According to Mr. Curry, he first decided to attend the January 9, 2017 game on January 9, 2017, the day the game took place. At the time, Mr. Curry was involved in communications with Jim Scotti (“Mr. Scotti”), a vendor at Professional Sports Publications, to negotiate the Region 8 advertising package for the 2017 calendar year. Mr. Curry had purchased ad sales from Mr. Scotti on behalf of Region 8 in previous years, and on January 9, 2017, Mr. Curry asked Mr. Scotti whether tickets to the January 9, 2017 game could be purchased at face value. Mr. Scotti mentioned that tickets to the game were available, but at an “outrageous” price. He also reminded Mr. Curry of Region 8’s remaining ticket allowance from the advertising purchases Mr. Curry made in the 2016 calendar year. Mr. Scotti informed Mr. Curry that the ticket allotment available from 2016 could not secure club level seats to the January 9, 2017 game, as had been contemplated in the 2016 contract, but that the available ticket allowance under the 2016 contract could be used for four regular seats. Mr. Curry requested those tickets and Mr. Scotti arranged for someone from his company to have the tickets at will-call for Mr. Curry to pick up. During these same discussions with Mr. Scotti, Mr. Curry agreed to purchase the ad buys for the 2017 calendar year. Mr. Curry stated that his decision to purchase the advertising package had nothing to do with the tickets he obtained for the January 9, 2017 game, which were already available to the UAW as result of the 2016 contract.²⁹

Mr. Curry attended the game with three individuals from Region 8 who were also in town for the contract negotiations. Mr. Curry told Exiger that on the night of the game, he informed these individuals that he had tickets to the game and that, unless they had other plans, they could go with him.³⁰ All three individuals corroborated Mr. Curry’s account and they told Exiger that they were not aware they would be attending the game until the day of the game.³¹

Mr. Curry told Exiger that he had no reservations about attending the game because he did not believe he was doing anything wrong or that he violated any UAW policies. He also recalled that in the fall of 2016, during advertising sales package discussions, Mr. Scotti mentioned Region 8 had enough of a ticket allowance to get club-level tickets to the January 9, 2017 game. Mr. Curry did not act on that offer at the time.³²

Mr. Curry also said that he never thought twice about the tickets for that game until it was raised in 2021 as an issue that might affect his appointment as the UAW’s President. The tickets were never raised to him as a potential ethical conflict at the time of the January 9, 2017 game or any time prior to 2021. To eliminate even the slightest appearance of impropriety, he said that, on his own initiative, he decided that he would not only pay back the face value of his ticket to the January 9, 2017 game, he would also pay back the face value

²⁹ Exiger interview of Mr. Curry, February 24, 2022.

³⁰ Exiger interview of Mr. Curry, February 24, 2022.

³¹ Exiger interview of Representative A, February 9, 2022; Exiger interview of Representative B, February 10, 2022; Exiger interview of Assistant Director, February 10, 2022.

³² Exiger interview of Mr. Curry, February 24, 2022.

of the three other tickets.³³ He therefore paid back the face value of all these tickets on May 17, 2021.

The IEB's and Monitor's Determinations/Resulting Actions

Mr. Barofsky referred the ticket matter to the IEB before ending his investigation into the matter. Although there is some disagreement between the Monitor and the UAW as to the timing of events that led to his referral of this investigation to the IEB and whether the Monitor should have completed his investigation before his referral, it is relevant for us to note that the IEB reviewed this matter on September 7, 2021. The IEB found that Mr. Curry had not violated any UAW policies and procedures, but it took action to address the UAW's policies related to tickets provided by advertising vendors. This action is described further in the "Recommendations" section of this report. Further, on October 28, 2021, the Monitor determined that no further action against Mr. Curry was warranted by his office and he referred the matter to the Ethics Officer.

UAW Policies on Business Dealings/Accepting Items from Vendors and Exiger's Analysis

This section details the relevant policies and procedures in effect as of January 9, 2017, when Mr. Curry accepted and used tickets to the January 9, 2017 game. Exiger evaluated these policies and procedures to understand the Union's expectations of how UAW representatives would conduct themselves in relation to vendors, and, that information was used to determine whether Mr. Curry engaged in any behavior that violated these policies and procedures. The excerpts of relevant policies and procedures for this investigation and Exiger's analysis are as follows:

A) Administrative Letter re Ethical Conduct in Dealing with Vendors, Suppliers and Other Providers of Service (2003):

"Union representatives may not receive meals, gifts, tickets to sporting event, concerts or other events, or any other item of value from vendors under any circumstances."

Here, the advertiser was a vendor and Region 8 received tickets that were part of the UAW's advertising purchase from that vendor. A literal reading of the 2003 Admin letter could lead one to believe that tickets in the possession of the UAW as a result of the advertising sales could not be used by UAW representatives. UAW counsel explained, however, that interpreting the policy this way would also prohibit the purchase of any goods or services from any vendor by the UAW. That explanation is reasonable in our view. Further, Mr. Curry explained that he viewed the advertising sales and the tickets as part of one sales package; the tickets were not something Region 8 received in addition to the package. He felt he had no reason to be concerned that he was in violation of the policy based on this interpretation. Indeed, a more precise understanding of the policy would indicate that Union representatives may not receive items of value from a vendor for *free*. This is quite different from a situation

³³ Exiger interview of Mr. Curry, February 24, 2022.

where the UAW would contract for services, e.g., building maintenance, and in connection with that transaction receive sporting tickets. Here, the tickets were acquired as part of a purchase of advertising for the game in question. If that is indeed the intention of the policy (e.g. to prohibit receiving gifts or free items of value from a vendor) then tickets received as a result of the purchase of advertising space in an arm's-length transaction would have been paid for by the UAW and, therefore, could be used by UAW representatives. In this case, the tickets Mr. Curry received to the January 9, 2017 game were part of the advertising sales package purchased by the UAW. Thus, he was not in violation of the policy as the UAW intended it in 2017.

B) UAW Ethical Practices Codes, Financial Practices (June 2014):

“Union funds are held in sacred trust for the benefit of the membership. The membership is entitled to assurance that Union funds are not dissipated and are spent for proper purposes.”

Exiger's investigation identified no evidence that Union funds were misused or “dissipated.” The funds were used for the authorized purpose of advertising the Union at well-attended sporting events. There is no indication that Mr. Curry violated this policy.

C) UAW Ethical Practices Codes, Financial Practices, ¶ 3 (June 2014):

“There shall be no contracts of purchase or sale or for rendering services which will result in the personal profit or advantage of any officer or representative of the Union.”

Similar to our analysis above, Exiger's investigation identified no evidence that the contract entered into by Region 8 and the advertising firm resulted in Mr. Curry's personal profit. While he did enjoy the opportunity to attend the January 9, 2017 game, this, under any reasonable interpretation, cannot be what was intended by the term “profit or advantage” in the referenced policy. There is no indication that Mr. Curry violated this policy.

D) UAW Ethical Practices Codes, Business and Financial Activities of Union Officials (June 2014):

“Any person who represents the UAW and its members, whether elected or appointed, has a sacred trust to serve the best interests of the members and their families. Therefore, every officer and representative must avoid any outside transaction which even gives the appearance of a conflict of interest. The special fiduciary nature of Union office requires the highest loyalty to the duties of the office.”

This policy has no bearing on the facts and circumstances of the matter investigated by Exiger. Regardless of whether the transaction entered into by Region 8 to buy advertising to promote the UAW, or Mr. Curry's use of the tickets, would be considered an “outside” activity, neither created a conflict of interest, or even the appearance of a conflict. Thus, there is no indication that Mr. Curry violated this policy.

E) UAW Ethical Practices Codes, Business and Financial Activities of Union Officials, ¶ 4 (June 2014):

“No officer or representative shall accept . . . valuable gifts, lavish entertainment or any personal payment of any kind . . . from a business or professional enterprise with which the Union does business.”

This policy has no relevance to the facts and circumstances investigated here and, therefore, is not applicable. The tickets were not a gift or personal payment, but were obtained as part of an arm’s length ad purchase. Thus, there is no indication that Mr. Curry violated this policy.

Travel to Florida/Advertising Sales and Ticket Use Analysis

A. Travel to Florida

As previously discussed, there is ample evidence that Mr. Curry traveled to Florida for legitimate UAW business, not to attend the January 9, 2017 game. Thus, there is no indication that Mr. Curry violated UAW policy or committed an ethical violation.

B. Advertising Sales and Ticket Use

This investigation did not uncover any evidence that Mr. Curry factored sporting events tickets into his decisions to purchase advertising for the UAW. Mr. Curry stated that he distributed the tickets that Region 8 received as part of the advertising purchases to other UAW members on all but one occasion, and, in fact, that he lost track of the ticket allotment.³⁴ Although Exiger did not receive emails confirming that Mr. Curry distributed all the sporting event tickets from advertising purchases to other UAW members, this has no bearing on our analysis because we have already determined that his use of the tickets would not constitute a violation of the UAW’s policies. Regardless, there is no evidence or reason to believe that Mr. Curry attended a sporting event using the tickets obtained as part of the ad purchases other than on the one occasion on January 9, 2017. Exiger found no evidence to indicate that he took advantage of his position or that he was engaging in unethical activity.

Recommendations

Although Mr. Curry’s one time use of the tickets did not violate the UAW Constitution or policies in place at the time, the use by a high-ranking UAW official of tickets purchased as part of a UAW advertising purchase could create a negative perception. Further, absent checks on this practice, there is the potential for abuse.

After reviewing this matter, the UAW, with input from the Monitor, issued a revised policy concerning the use of sports tickets titled “UAW Policy on Event Sponsorships, Advertising

³⁴ Exiger interview of Mr. Curry, February 24, 2022.

Purchases and Other Vendor Transactions as Relates to Sporting, Concert and Other Entertainment Events.” This new policy prohibits the UAW from entering into contracts that include the provision of tickets to entertainment or sporting events. Specifically, it states:³⁵

The prohibition against Union representatives receiving tickets to sporting events, concerts or other entertainment events will now expressly apply to all sporting, concert or entertainment tickets, including even in situations where such tickets are received or obtained as part of an authorized advertising purchase or an event or group sponsorship purchased or paid for by the Union.

The IEB approved the new policy at its September 7, 2021 Board meeting.

This was an appropriate step. As with any new policy, follow-up is critical so that individuals are aware of the policy and understand the boundaries it establishes. For these reasons, Exiger recommends that the UAW notify all applicable individuals when a new policy is issued and incorporate the new policy into annual compliance and ethics training.

Conclusion

Exiger’s investigation found no evidence Mr. Curry violated UAW policies or otherwise acted unethically by using the tickets, purchased by Region 8 as part of an advertising buy, for himself and three other UAW representatives to the January 9, 2017 National Championship football game. Mr. Curry provided a reasonable explanation as to why he was in Florida in January 2017 and the tickets he obtained to the January 9, 2017 game were incidental to this trip.

In creating a new policy that prohibits the UAW from entering into contracts that include the provision of tickets to entertainment or sporting events, the UAW has taken appropriate measures to avoid any appearance or suggestion of impropriety by Union officials. It is now up to the UAW to ensure that everyone at the Union both understands and abides by this policy going forward.

³⁵ UAW, “Policy on Event Sponsorships, Advertising Purchases and Other Vendor Transactions as Relates to Sporting, Concert and Other Entertainment Events.”