

SHOOK  
HARDY & BACON

January 18, 2018

Antoinette Fuoto, Esq.  
Office of the General Counsel  
Federal Election Commission  
999 E St. NW  
Washington, D.C. 20463

William C. Martucci

1155 F Street NW  
Washington, DC  
20004  
t 202.783.8400

[wmartucci@shb.com](mailto:wmartucci@shb.com)

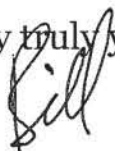
Re: MUR 7137  
Precision Pipeline, LLC  
Jillian Preller

Dear Antoinette:

This brief letter sets forth our interest in pursuing pre-probable cause conciliation.

We look forward to working with you in this regard.

Very truly yours,



William C. Martucci

WCM:js

FEDERAL ELECTIONS COMMISSION  
OFFICE OF COMPLAINTS AND LEGAL EXAMINATION

<b>Terry Miles,</b>	)	
	)	
<b>Complainant,</b>	)	
	)	
<b>v.</b>	)	<b>MUR No. 7137</b>
	)	
<b>Precision Pipeline, LLC, et al,</b>	)	
	)	
<b>Respondents.</b>	)	

**DECLARATION OF JILLIAN PRELLER**

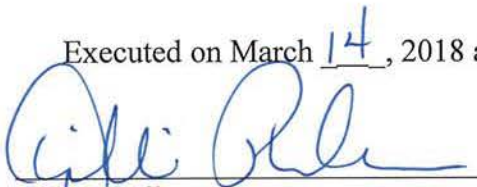
Under the provisions of 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

1. My name is Jillian Preller, and I am over eighteen years of age. I have personal knowledge of the matters discussed in this Declaration and can testify competently about them if I am sworn as a witness.
2. I am employed by Precision Pipeline as a field office manager. I have worked in this position on various job sites for Precision Pipeline since 2012.
3. As an office manager of a union shop, part of my job entails reviewing relevant union agreements and guidelines to become knowledgeable about the type and amount of union-related deductions made to employees' paychecks each pay period.
4. Some union-related deductions are always deducted from employees' paychecks and some are only deducted with prior approval from the employee.
5. The deductions which require prior employee approval are marked in the relevant union agreements. The presence of an asterisk denotes that the deduction should not be made unless the employee has authorized it in writing.

6. I was employed as the field office manager for the region that included Hancock County, Illinois in June 2016, during the time Mr. Miles was employed in the county.
7. Hancock County, Illinois is within Local Union No. 231. At the time, Local Union No. 231's relevant agreement did not have the political deduction marked with an asterisk. This indicated that the deduction did not need to be authorized in advanced in order to be applied.
8. As a result, the political deduction was taken from Mr. Miles' paycheck for four pay periods despite the lack of prior authorization.
9. The deduction was made solely as a function of the then unknown asterisk error on the relevant union agreement.
10. The deduction has not been improperly applied to Mr. Miles since summer 2016.
11. In June 2016, Mr. Miles approached me numerous times about the deduction and argued it was improperly applied. When he approached me, he was belligerent and spoke loudly and aggressively. He made me feel extremely uncomfortable.
12. I tried to explain the situation as I then understood it to Mr. Miles. I showed him the relevant union agreement and explained to him that there was no asterisk next to the political deduction for Local Union No. 231. I further explained how the asterisks typically worked and that the lack of an asterisk indicated his prior consent was not necessary for that particular deduction to be made in this region. I also showed him union agreements for other regions which included the asterisk for the political deduction.

13. I then explained, as a practical matter, that if Mr. Miles was unhappy with the way the union agreement was written in Local Union No. 231, he had the option of returning to his home local union, which had different deduction guidelines.
14. I never threatened Mr. Miles' employment terms or conditions.
15. I am not aware of anyone at Precision Pipeline threatening Mr. Miles' employment terms or conditions in relation to his concern over the deduction.
16. Even after my explanation, Mr. Miles continued to approach me in a loud and aggressive manner about the deduction. His continued approaches exacerbated my discomfort.
17. No promise or reward was offered to me in exchange for this Declaration.
18. I was given the opportunity to review this Declaration and ensure its accuracy and make any changes. I took advantage of this opportunity.

Executed on March 14, 2018 at [insert address]

  
\_\_\_\_\_  
Jillian Preller