

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

_____	:	88 Civ. 4486 (DNE)
UNITED STATES OF AMERICA	:	
	:	APPLICATION XXXI OF THE
Plaintiff,	:	INDEPENDENT REVIEW BOARD
	:	-- AGREEMENTS BETWEEN THE
v.	:	INDEPENDENT REVIEW BOARD
	:	AND MICHAEL BOURGAL AND
INTERNATIONAL BROTHERHOOD	:	JOHN PROBEYAHN
OF TEAMSTERS, et al.,	:	
	:	
Defendant.	:	
_____	:	

Pursuant to Paragraph O. of the Rules and Procedures for Operation of the Independent Review Board ("IRB") for the International Brotherhood of Teamsters ("IRB Rules"), the IRB files this Application submitting the Compromise Agreements with former President Michael Bourgal ("Bourgal") and former Secretary-Treasurer John Probeyahn ("Probeyahn") of Local Union 282 in Lake Success, New York. These Agreements were approved by the IRB and are submitted to Your Honor for review and, if appropriate, to be entered as orders. The Agreements seek to resolve the matter of The Independent Review Board v. Michael Bourgal and John Probeyahn. The Agreements, with a copy of the charges annexed thereto as Exhibit A, are enclosed herewith.

Bourgal and Probeyahn were charged with bringing reproach upon the IBT in violation of Article II, Section 2(a) and Article XIX, Section 7(b)(2) and (11) of the IBT Constitution by committing acts of racketeering when they participated in a conspiracy to utilize Local 282 as an enterprise for the benefit of themselves and the Gambino Crime Family and taking money from Local 282 employers. They were further charged with perjuring themselves while being deposed under oath by the Investigations Office in early 1991 when

they testified that they were not aware of any officer or business agent from Local 282 who ever received money or anything of value from an employer of Local 282, only to later admit taking money from Local 282 employers and having participated in a racketeering conspiracy.

Effective the date the IRB approved the Agreements, April 24, 1996, Bourgal and Probeyahn have agreed to permanently resign from membership in Local 282 and the IBT, including any and all elected or appointed offices.

Bourgal and Probeyahn have further agreed not to:

(1) Hold any position, employment, office, or consulting or similar relationship, whether paid or unpaid, with Local 282, the IBT or any other IBT Entity;

(2) accept any salary, severance payment, allowance, fee or compensation of any kind from Local 282, the IBT or any other IBT Entity;

(3) receive any benefits, gratuities, severance payments or gifts of any kind whatsoever from Local 282, the IBT, or any IBT Entity, nor accept any contributions on their behalf to any pension, health and welfare, severance or other benefit fund;

(4) participate in any manner in any activities or affairs of Local 282 or any other IBT Entity, including, but not limited to, meetings, discussions, consultations, negotiations, votes or any other business or activity of Local 282 or any other IBT Entity.

We have found the Agreements comport with Your Honor's February 2, 1994, Order and serve to resolve the charges in a fair and equitable manner.

Therefore, we respectfully request that Your Honor execute the Agreements on the line provided. This will, in effect, serve to have these Agreements "so ordered" by the Court. Thereafter, it is respectfully requested that a member of Your Honor's staff file the fully executed original Agreements with the Clerk.

By: Frederick B. Lacey
Frederick B. Lacey
Member of the
Independent Review Board

Dated: May 3, 1996

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AFFIDAVIT AND AGREEMENT

I, Michael Bourgal, being duly sworn, depose and agree as follows:

1. On November 15, 1995, Peter Mastrandrea, International Trustee of Local 282, International Brotherhood of Teamsters ("Local 282"), brought internal union charges against me that were recommended by the Independent Review Board ("IRB"), appointed pursuant to the Consent Order entered on March 14, 1989 in United States v. International Brotherhood of Teamsters, 88 Civ. 4486 (DNE) (SDNY) (the "Consent Order"). These charges allege that I brought reproach upon the IBT and further violated Article XIX, Section 7(b)(2) and 11 of the IBT Constitution by: (1) committing acts of racketeering when I participated in a conspiracy to utilize Local 282 as an enterprise for the benefit of myself and the Gambino Crime Family, and took money from Local 282 employers; and (2) while being deposed by the Investigations Officer in early 1991, I perjured myself by testifying falsely under oath.

2. I hereby make this Affidavit and Agreement (the "Agreement") in order to resolve the charges described in paragraph 1 above. This Agreement does not constitute an admission of guilt.

3. I understand that this Agreement will be submitted to the IRB and the United States District Court for the Southern District of New York for review and approval as described in paragraph 13 of this Agreement. I further understand that this

Agreement is subject to review by the United States District Court for the Southern District of New York and if, upon review, this Agreement is not approved by the United States District Court for the Southern District of New York, this Agreement will be void. The effective date of this Agreement ("the Effective Date"), is the date on which I sign this Agreement.

4. I hereby permanently resign from membership in Local 282 and the International Brotherhood of Teamsters ("IBT"). I agree that I will never again hold membership in the IBT or any of its affiliated locals.

5. I hereby resign from any and all elected or appointed offices with Local 282, the IBT, or any of its affiliated entities including any locals, superior bodies, conferences, councils, pension, health, welfare or severance plans or other such entities (referred to herein as an "IBT Entity" or "IBT Entities").

6. I further agree that from the Effective Date of this Agreement forward, I shall never again hold any position, employment, office, or consulting or similar relationship, whether paid or unpaid, with Local 282, the IBT or any other IBT Entity.

7. From the Effective Date of this Agreement forward, I shall not accept any salary, severance payment, allowance, fee or compensation of any kind from Local 282, the IBT or any other IBT Entity, except that I may receive my fully vested benefits.

8. From the Effective Date of this Agreement forward, I shall not receive any benefits, gratuities, severance payment or gifts of any kind whatsoever from Local 282, the IBT, or any IBT Entity, nor shall I accept any contributions on my behalf from Local 282, the IBT, or any other IBT Entity to any pension, health and welfare, severance or other benefit fund.

9. From the Effective Date of this Agreement forward, I shall not participate in any manner in any of the activities or affairs of Local 282, the IBT or any other IBT Entity, including, but not limited to, meetings, discussions, consultations, negotiations, votes or any other business or activity of Local 282, the IBT or any other IBT Entity.

10. I understand that this Agreement is permanent.

11. I have entered into this Agreement upon the understanding that the IBT and IRB agree that they will not proceed with the charges described in paragraph 1 above.

12. I understand that this Agreement is limited to the charges described in paragraph 1 above and that the IBT and IRB expressly reserve the right to pursue charges against any other officer, member, employee or entity of Local 282 or the IBT arising from the allegations contained in the charges described in paragraph 1 or from any other investigation.

13. I understand and agree that this Agreement will be submitted to the IRB for its review and, if approved by the IRB, will be submitted to the United States District Court for the Southern District of New York for its review. I understand that,

if this Agreement is approved by the United States District Court for the Southern District of New York, it will be entered as a Court Order. I understand that no representations have been made as to whether this Agreement will be approved by the IRB or the United States District Court for the Southern District of New York.

14. I make this Agreement freely, under no duress or coercion of any kind and after consultation with an attorney.

15. I authorize Peter Mastrandrea, through counsel, to transmit this Agreement, signed by me, to the IRB. If it is approved by the IRB, it will then be submitted to the Court for review.

Michael Bourgal
MICHAEL BOURGAL

Sworn to before me this
13th day of February, 1996

LORI A PRINZO
NOTARY PUBLIC, State of New York
No. 5026668
Qualified in Suffolk County
Commission Expires April 25, 1997

Lori A Prinzo

Witnessed Laurie Priolo

Agreed:

Kenn T. Bacey
For the Independent Review Board

Dated April 24, 1996

So Ordered:
Hon. David N. Edelstein

David N. Edelstein
United States District Judge

Dated June 3, 1996

AFFIDAVIT AND AGREEMENT

I, John Probeyahn, being duly sworn, deposes and agrees as follows:

1. On November 15, 1995, Peter Mastrandrea, International Trustee of Local 282, International Brotherhood of Teamsters ("Local 282"), brought internal union charges against me that were recommended by the Independent Review Board ("IRB"), appointed pursuant to the Consent Order entered on March 14, 1989 in United States v. International Brotherhood of Teamsters, 88 Civ. 4486 (DNE) (SDNY) (the "Consent Order"). These charges allege that I brought reproach upon the IBT and further violated Article XIX, Section 7(b)(2) and 11 of the IBT Constitution by: (1) committing acts of racketeering when I participated in a conspiracy to utilize Local 282 as an enterprise for the benefit of myself and the Gambino Crime Family, and took money from Local 282 employers; and (2) while being deposed by the Investigations Officer in early 1991, I perjured myself by testifying falsely under oath.

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4. I hereby permanently resign from membership in Local 282 and the International Brotherhood of Teamsters ("IBT"). I agree that I will never again hold membership in the IBT or any of its affiliated locals.

5. I hereby resign from any and all elected or appointed offices with Local 282, the IBT, or any of its affiliated entities including any locals, superior bodies, conferences, councils, pension, health, welfare or severance plans or other such entities (referred to herein as an "IBT Entity" or "IBT Entities").

6. I further agree that from the Effective Date of this Agreement forward, I shall never again hold any position, employment, office, or consulting or similar relationship, whether paid or unpaid, with Local 282, the IBT or any other IBT Entity.

7. From the Effective Date of this Agreement forward, I shall not accept any salary, severance payment, allowance, fee or compensation of any kind from Local 282, the IBT or any other IBT Entity, except that I may receive my fully vested benefits.

8. From the Effective Date of this Agreement forward, I shall not receive any benefits, gratuities, severance payment or gifts of any kind whatsoever from Local 282, the IBT, or any IBT Entity, nor shall I accept any contributions on my behalf from Local 282, the IBT, or any other IBT Entity to any pension, health and welfare, severance or other benefit fund.

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for the Southern District of New York, it will be entered as a Court Order. I understand that no representations have been made as to whether this Agreement will be approved by the IRB or the United States District Court for the Southern District of New York.

14. I make this Agreement freely, under no duress or coercion of any kind and after consultation with an attorney.

15. I authorize Peter Mastrandrea, through counsel, to transmit this Agreement, signed by me, to the IRB. If it is approved by the IRB, it will then be submitted to the Court for review.

John Probeyahn
JOHN PROBEYAHN

Sworn to before me this
7th day of February 1996

Thomas G. Kuro

Witnessed

Phyllis G. Malgieri

Agreed:

James T. Tracy
For the Independent Review Board

Dated

April 24, 1996

So Ordered:

Hon. David N. Edelstein

David N. Edelstein
United States District Judge

Dated

July 3, 1996