

INDEPENDENT REVIEW BOARD
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Chief Investigator:

Charles M. Carberry, Esq.
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Administrator:
John J. Cronin, Jr.

May 24, 2010

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1850 K Street, NW, Suite 1100
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VIA UPS NEXT DAY

Hon. Loretta A. Preska
United States District Court
United States Courthouse
500 Pearl Street, Room 1320
New York, NY 10007

Re: APPLICATION 142 OF THE INDEPENDENT REVIEW BOARD

Dear Judge Preska:

I transmit herewith one original and one copy of Application 142 of the Independent Review Board, submitting the Agreement regarding Monica Peaslee, approved by the IRB, to Your Honor for review, and if appropriate, to be "so ordered."

In addition to the Application, enclosed please find the original and one copy of:

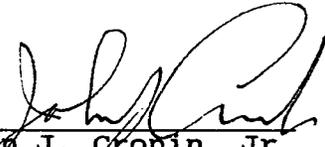
- (a) the May 24, 2010, Agreement approved by the IRB;
- (b) an Acknowledgment of Receipt; and
- (c) an Affidavit of Service.

If you find it appropriate, I respectfully request that a member of Your Honor's staff file the original of the "backed" Application, Agreement, Acknowledgment of Receipt and Affidavit of Service with the Clerk's office.

Respectfully submitted,

Members of the
Independent Review Board

By:


John J. Cronin, Jr.
Administrator

JJC:cft
Enclosures

Pursuant to the Consent Order of the United States District Court, S.D.N.Y.
United States -v- International Brotherhood of Teamsters 88 CIV. 4486 (LAP)

cc: Beth Goldman, AUSA
Charles M. Carberry, Esq.
Bradley T. Raymond, Esq., IBT General Counsel

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,

Plaintiff,

v.

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, et al.

Defendants.

88 CIV. 4486 (LAP)

APPLICATION 142 OF THE
INDEPENDENT REVIEW BOARD
-- AGREEMENT BETWEEN THE
INDEPENDENT REVIEW BOARD
AND MONICA PEASLEE

Pursuant to Paragraph O. of the Rules and Procedures for Operation of the Independent Review Board for the International Brotherhood of Teamsters ("IRB Rules"), the Independent Review Board ("IRB") files this Application submitting the Agreement with Monica Peaslee, a member of Local 533 in Reno, Nevada. The Agreement has been approved by the IRB and is submitted to Your Honor for review and, if appropriate, to be entered as an order.

On November 20, 2009, the IRB issued an Investigative Report to IBT General President Hoffa recommending that a charge be filed against Monica Peaslee for bringing reproach upon the IBT and embezzling approximately \$13,156.23 from Local 533 between March 2008 and June 2008, while she was a member and employee of Local 533. On October 2, 2009, Peaslee plead guilty to a federal indictment filed in the United States District Court for the District of Nevada, which charged her with embezzlement and theft of labor union funds. Mr. Hoffa notified the IRB that he filed the IRB-recommended charges against Monica Peaslee. The IBT then scheduled a hearing on the IRB-recommended charges for February

2, 2010.

Before the scheduled IBT hearing was held, IBT General Counsel Bradley T. Raymond forwarded to the IRB a signed agreement between Monica Peaslee and the IBT seeking to resolve the matter. The Agreement is enclosed.

This Application complies with former United States District Court Judge David N. Edelstein's February 2, 1994, Order stating that all IRB Agreements shall "contain a paragraph informing signatories that the agreement will be reviewed and may be rejected." The Agreement reached between the IRB and Monica Peaslee satisfies this requirement. One "backed" original and one copy of an Acknowledgment of Receipt are enclosed with this Application for execution by Your Honor.

Effective with the IRB's approval of the Agreement on May 24, 2010, Monica Peaslee, who was issued a withdrawal card from Local 533 on June 30, 2008, has agreed that for a period of not less than five years from October 2, 2009, the date of her guilty plea, she will refrain from any effort to become an active member of Local 533, the IBT or any affiliate of the IBT. Peaslee has further agreed that:

(1) for a period of not less than 13 years from the date of her guilty plea on October 2, 2009, described in her Agreement, or the end of any period of confinement resulting from such guilty plea, which ever occurs later, she will be ineligible to hold any appointed or elected office, position or employment with Local 533, the IBT or any affiliate of the IBT, provided that she shall at no time be eligible to hold any appointed or elected office, position or employment with Local 533, the IBT or any affiliate of the IBT until such time as she has fulfilled the payment commitments set forth in her Agreement;

(2) after the expiration of the five year period described

above, Peaslee's membership status in Local 533, the IBT and any affiliate of the IBT shall continue to remain inactive and on withdrawal until such time as she has fulfilled the payment commitments set forth in her Agreement;

(3) from and after June 16, 2008, neither Local 533, the IBT, nor any other entities affiliated with Local 533 or the IBT, shall pay her, nor shall she accept, any salary, gratuities, gifts, severance payment, allowances, fees, benefit payments or contributions or any other compensation of any kind;

(4) from and after June 16, 2008, and until she becomes eligible to hold appointed or elected office or employment in Local 533, the IBT and any affiliate of the IBT, as provided in the Agreement and subject to applicable law, she will not seek or hold any office, employment or appointed position with any IBT entities; and

(5) she will comply with the Criminal Monetary Penalties and Schedule of Payments that were approved by the United States District Court for the District of Nevada on January 14, 2010, and in the event she fails to provide restitution to Local 533, as provided therein, she shall be permanently expelled from IBT membership and permanently barred from holding office, position, employment or membership with Local 533, the IBT and any IBT affiliate.

We have found the Agreement serves to resolve the matter in a fair and equitable manner.

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

By:


John J. Cronin, Jr.
Administrator

Dated: May 24, 2010

-----X
 In The Matter of :
 :
 Monica Peaslee :
 :
 : AFFIDAVIT AND AGREEMENT
 :
 Before the :
 :
 INDEPENDENT REVIEW BOARD :
 :
 :
 -----X

STATE OF NEVADA)
) ss.:
 COUNTY OF _____)

Monica Peaslee, being duly sworn, deposes, says, and agrees as follows:

1. On November 20, 2009, the Independent Review Board (“IRB”), appointed pursuant to the Consent Order entered March 14, 1989 in United States v. International Brotherhood of Teamsters, 88 Civ. 4486 (DNE) (SDNY) (the “Consent Order”), recommended that charges be filed against me for bringing reproach upon the IBT and for violating my fiduciary duty in violation of Article II, Section 2(a) and Article XIX, Section 7(b)(1), (2) and (3) of the IBT Constitution by allegedly embezzling approximately \$13,156.23 from Teamsters Local 533. IBT General President Hoffa subsequently adopted and filed these

charges, and referred them to a Panel for a hearing which was scheduled to begin on February 2, 2010.

2. I make this Affidavit and Agreement (the "Agreement") to resolve the IRB charges described in paragraph 1 and all matters raised in IRB's report recommending them. This Agreement does not constitute an admission or denial of the wrongdoing alleged in the IRB charges.

3. I represent and agree to the following:

(a) I have been a member of Local 533 since May 13, 2004. I was hired to serve as the Local's bookkeeper on November 1, 2006. On June 16, 2008, I resigned my employment with Local 533. On June 30, 2008, I was issued a withdrawal card from Local 533.

(b) Other than the foregoing, I have held no other elected or appointed positions or offices of any kind with Local 533, the IBT or any of their affiliated entities, including any other locals, superior bodies, inferior bodies, conferences, councils, committees, divisions, pension, health, welfare or severance plans or other such entities ("IBT entities").

(c) On October 2, 2009, I pleaded guilty to a federal indictment filed in the United States District Court for the District of

Nevada charging me with embezzling, stealing and unlawfully and willfully abstracting and converting to my own use funds belonging to Local 533 in violation of 29 USC Sec. 501 (c).

4. I hereby agree that for a period of not less than five years from October 2, 2009 (the date of my guilty plea) I will maintain my current membership status, i.e., on withdrawal from Local 533, and will refrain from any effort to become an active member of Local 533, the IBT or any affiliate of the IBT. In addition, for a period of not less than 13 years from the date of my guilty plea on October 2, 2009, described above, or the end of any period of confinement resulting from such guilty plea, which ever occurs later, I will be ineligible to hold any appointed or elected office, position or employment with Local 533, the IBT or any affiliate of the IBT, including but not limited to Joint Councils, Local Unions and any benefit funds affiliated with the IBT or any of their affiliates; provided, that I shall at no time be eligible to hold any appointed or elected office, position or employment with Local 533, the IBT or any affiliate of the IBT until such time as I have fulfilled the payment commitments set forth in paragraph 7 of this agreement. In addition, after the expiration of the five year period described above, my membership status in Local

533, the IBT and any affiliate of the IBT shall continue to remain inactive and on withdrawal until such time as I have fulfilled the payment commitments set forth in paragraph 7 of this agreement.

5. I hereby further agree that from and after June 16, 2008, neither Local 533, the IBT, nor any other entities affiliated with Local 533 or the IBT, shall pay me, nor shall I accept, any salary, gratuities, gifts, severance payments, allowances, fees, benefit payments or contributions or any other compensation of any kind, except that I may receive any compensation or benefits which have accrued to me prior to June 16, 2008, any fully vested or accrued (as of June 16, 2008) pension, vacation or other benefits under any existing benefit plans or programs maintained or sponsored by Local 533 or other IBT affiliated entities.
6. I hereby further agree that from and after June 16, 2008, and until I become eligible to hold appointed or elected office or employment in Local 533, the IBT and any affiliate of the IBT, as provided herein and subject to applicable law, I will not seek or hold any office, employment or appointed position with any IBT entities, including Local 533, the IBT, any Joint Council, any Local Union or any other affiliate of any of the foregoing, including any affiliated benefit funds.

The foregoing prohibition includes consulting or similar relationships, whether paid or unpaid.

7. I hereby further agree that I will comply with the Criminal Monetary Penalties and Schedule of Payments that were approved by the United States District Court for the District of Nevada on January 14, 2010, and that in the event I fail to provide restitution to Local 533, as provided therein, I shall be permanently expelled from membership in Local 533, the IBT and any IBT affiliate and permanently barred from holding any office, position, employment or membership with Local 533, the IBT and any IBT affiliate.
8. I understand and agree that this Agreement will be submitted to the Independent Review Board ("IRB") for its review and approval. If approved by the IRB, it will be submitted to the United States District Court for the Southern District of New York for review. I understand that if the 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. If this

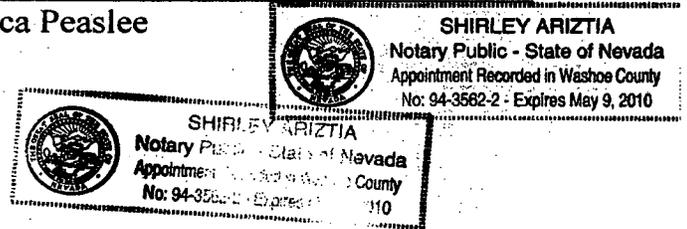
Agreement is not approved by the IRB or the Southern District of New York, this Agreement will be null and void.

9. I make this Agreement freely, under no duress or coercion of any kind.
10. I will transmit this Agreement, signed by me, to the IBT. When it is signed by the IBT and the IRB, it will be submitted to the Court for review.

Monica Peaslee
Monica Peaslee

Sworn to before me this
12th day of April 2010

Shirley Ariztia
Notary Public



Witnessed Ramon F. Acosta

AGREED:

Bradley T. Rind
for the International Brotherhood of Teamsters

Dated: 4/19/10

APPROVED:

John J. Cronin Jr.
for the Independent Review Board

Dated: 5/24/10

So Ordered:

Loretta A. Preska
U.S. District Court Judge
Hon. Loretta A. Preska

Dated: May 25, 2010

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,

Plaintiff,

v.

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, et al.

Defendants.

88 CIV. 4486 (LAP)

ACKNOWLEDGMENT OF RECEIPT
OF THE AGREEMENT
BETWEEN THE INDEPENDENT
REVIEW BOARD AND
MONICA PEASLEE

This Court hereby acknowledges that the Agreement enclosed with Application 142 of the Independent Review Board ("IRB") for the International Brotherhood of Teamsters ("IBT") has been received by this Court, and that this Court has caused to be filed the original documents concerning the Agreement enclosed with Application 142 with the Clerk of the Court of the Southern District of New York.

This court further certifies that the instant Acknowledgment of Receipt ("the Acknowledgment") has been filed with the Clerk of the Court of the Southern District of New York, and that a copy of the Acknowledgment has been forwarded to the following:

John J. Cronin, Jr.
444 North Capitol Street, N.W., Suite 528
Washington, DC 20001
Administrator of the Independent Review Board

Dated: _____, 2010
New York, New York

U.S.D.J.