

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,	:	
	:	
Plaintiff,	:	88 CIV. 4486 (LAP)
	:	
v.	:	APPLICATION 176 OF THE
	:	INDEPENDENT REVIEW BOARD
INTERNATIONAL BROTHERHOOD OF	:	-- AGREEMENT BETWEEN THE
TEAMSTERS, <u>et al.</u>	:	INDEPENDENT REVIEW BOARD
	:	AND ROBERT ROBERGE
Defendants.	:	
	:	

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 Robert Roberge ("Roberge"), a member of Local 456 in Elmsford, New York. 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 6, 2014, the IRB issued an Investigative Report to IBT Local 456 Trustee, who then forwarded the report to General President Hoffa, recommending a charge against Robert Roberge President of Local 456 for breaching his fiduciary duties to the Local and its members, embezzled and converted Local 456 funds for his own use and brought reproach upon the IBT.

On November 14, 2014, IBT General President James P. Hoffa determined to adopt and file the charge.

On December 8, 2014 prior to the scheduling of a hearing of

this charge, IBT General Counsel, Bradley Raymond, submitted to the IRB a signed agreement, which the IBT approved seeking to resolve the matter. The agreement, approved by the IRB, 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 Robert Roberge, effective December 17, 2014 forward, satisfies this procedure. One original and one copy of an Acknowledgment of Receipt are enclosed with this Application for execution by Your Honor.

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."

Dated: December 17, 2014

-----X
 In The Matter of :
 :
 ROBERT ROBERGE :
 : AFFIDAVIT AND AGREEMENT
 :
 Before the :
 :
 INDEPENDENT REVIEW BOARD :
 :
 :
 -----X

STATE OF NEW YORK) ss.:
 COUNTY OF WESTCHESTER) ss.:

Robert Roberge, being duly sworn, deposes, says, and agrees as follows:

1. On or about November 6, 2014, 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 the following charge be filed against me:

While an officer and member of Local 456, you violated your fiduciary duties to the Local and its members, embezzled and converted Local 456 funds to your own use, and brought reproach upon the IBT in violation of Article II, Section 2 (a) and Article XIX, Section 7 (b) (1), (2) and (3) of the IBT Constitution , to wit:

R.R.

Between approximately January 2009 and July 2014 while Secretary Treasurer and as President of Local 456, you embezzled at least \$53,734.78 from Local 456, as described [in IRB's report], by causing the Local to pay for expenses incurred without a union purpose.

2. IRB's report was initially sent to Local 456's Trustee, who referred them to General President Hoffa, who, in turn, adopted and filed the recommended charges.
3. I make this Affidavit and Agreement (the "Agreement") to resolve the IRB recommended charges described in paragraphs 1 and 2 hereof. This Agreement does not constitute an admission or denial of the wrongdoing alleged in these charges.
4. I represent and agree to the following:
 - (a) I have been a member of Local 456 since approximately 1972. I held various offices in the Local, beginning with the office of Trustee, to which I was appointed in 1991, the office of Recording Secretary, to which I was appointed in 2003, Secretary Treasurer, to which I was elected in 2005, and President, to which I was appointed in 2012 and elected in 2013. I have also served as a Business Agent at various times beginning in 2002, when I was initially hired into that position.

I have also served as a Trustee of the Local 456 Benefit Funds since 2012 when I became President of Local 456. Other than the foregoing, I have held no other elected or appointed positions or offices of any kind with Local 456, 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").

5. I hereby agree that I will permanently resign all of my elected and appointed positions with and my membership in Local 456 and all other IBT affiliated positions, effective upon the date this Agreement is approved by the IRB ("the effective date").
6. I agree that if Local 456 owes me any monies under any currently existing obligation, any resulting payments to me shall be reduced by \$53,734.78.
7. From and after the effective date of this Agreement, neither Local 456 nor any other IBT entities shall pay me, nor shall I accept, any salary, gratuities, gifts, 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 the effective date of this Agreement, including any vested or accrued pension, annuity, health and welfare, vacation or other benefits under any existing benefit plans or programs maintained or sponsored by Local 456 or any other IBT entities.

8. From and after the effective date of this Agreement, Local 456 and other IBT entities shall not make, nor shall I accept, any contributions on my behalf to any pension, annuity, health and welfare, severance or other health benefit fund, except as required by any vested benefits to which I am entitled under any existing benefit plans or programs maintained or sponsored by Local 456 or any other IBT entities.
9. From and after the effective date of this Agreement, I shall not participate in any manner in any of the activities or affairs of Local 456 or any other IBT entities, including but not limited to meetings, discussions, consultations, negotiations, votes or any other business or activity of Local 456 and other IBT entities. The foregoing notwithstanding, I understand that attorneys representing Local 456 may contact me concerning grievances and similar matters that were pending at the Local before the effective date of this Agreement and that I may contact and visit the offices of the Benefit Funds of Local 456 and the Benefit Fund offices of any other IBT entities solely for

the purpose of discussing matters related to my eligibility for and receipt of benefits from those Funds.

10. This Agreement is permanent.
11. 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.
12. I make this Agreement freely and under no duress or coercion of any kind.
13. 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.

Robert Roberge
Robert Roberge


Sworn to before me this
3rd day of December 2014

Dania Reyes
Notary Public

DANIA REYES
Notary Public, State of New York
No.01RE6210062
Qualified in New York County
Commission Expires August 10, 2017

Witnessed Maria Santobello

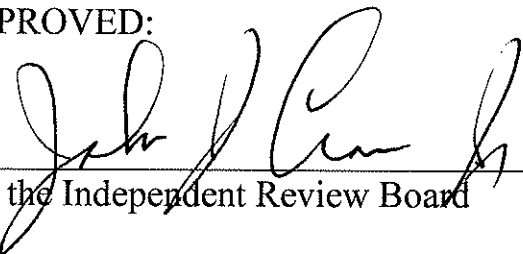
AGREED:



For International Brotherhood of Teamsters

Dated: 12/8/14

APPROVED:



For the Independent Review Board

Dated: 12/17/14

So Ordered:



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

Dated: December 23
2014