

INDEPENDENT REVIEW BOARD
444 North Capitol Street, NW, Suite 528
Washington, DC 20001
(202) 434-8080
Facsimile (202) 434-8084
Corruption Hotline (800) CALL IRB

Chief Investigator:

Charles M. Carberry, Esq.
Investigations Office
17 Battery Place, Suite 331
New York, NY 10004

December 17, 2014

VIA UPS NEXT DAY

Administrator:
John J. Cronin, Jr.

Board Members:
Benjamin R. Civiletti, Esq.
Venable LLP
575 7th Street, NW
Washington, DC 20004

Joseph E. diGenova, Esq.
diGenova & Toensing, LLP
1776 K Street, NW, Suite 737
Washington, DC 20006

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

The Honorable William H. Webster
1850 K Street, NW, Suite 1100
Washington, DC 20006

Re: APPLICATION 176 OF THE INDEPENDENT REVIEW BOARD

Dear Judge Preska:

I transmit herewith one original and one copy of Application 176 of the Independent Review Board, submitting the Agreement regarding Robert Roberge of Local 456, 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:

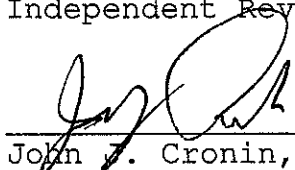
- (a) the December 17, 2014, Agreement approved by the IRB;
- (b) an Acknowledgment of Receipt; and
- (c) an Affidavit of Service.

If you find it appropriate, I respectfully request that a member of Your Honor's staff file the original of the 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

cc: Charles M. Carberry, Esq.
Bradley T. Raymond, Esq.
Tara LaMorte, AUSA
Robert Roberge

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

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JAMES P. HOFFA
General President

25 Louisiana Avenue, NW
Washington, DC 20001



KEN HALL
General Secretary-Treasurer

202.624.6800
www.teamster.org

December 8, 2014

Mr. John J. Cronin, Jr., Administrator
Independent Review Board
444 North Capitol Street, N.W., Suite 528
Washington, D.C. 20001

Re: Proposed Charge Against Local 456 Principal Officer Robert Roberge

Dear Mr. Cronin:

Enclosed is an Affidavit and Agreement signed by Mr. Roberge and by me, on behalf of the IBT, which we believe fully and fairly resolves the IRB recommended charge, which General President Hoffa adopted and filed, against Robert Roberge, former Principal Officer of Local 456.

The Agreement provides that Mr. Roberge, who has been removed from office by the Trustee appointed to take control of the affairs of Local 456, shall be permanently barred from holding any Union office or employment and from holding membership in any IBT affiliate. He is required to offset \$53,734.78, the amount he has been accused of embezzling, against any funds that may be due him from the Local.

In our view, this penalty is at or near the high end of the range of penalties that have been imposed and/or agreed to in prior cases involving allegations of embezzlement against the top officers of Local Unions and other affiliates. See, e.g., Vazquez (March 10, 2010)(amount allegedly embezzled was approximately \$55,000; officer was removed from office and barred from union office and employment for the remainder of his term, suspended from membership for one year and fined the amount allegedly embezzled); Hahs (March 24, 2008)(amount allegedly embezzled was approximately \$55,000; officer was removed from office and barred from union office and employment for the remainder of his term, suspended from membership for one year and fined the amount allegedly embezzled); Trerotola (September 22, 1995)(amount allegedly embezzled was

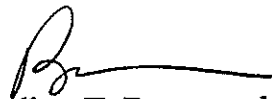
Mr. John J. Cronin, Jr.
December 8, 2014
Page 2

approximately \$31,000; officer was removed from office and barred from union office and employment and suspended from membership for two years); Ryan (August 20, 1996)(amount allegedly embezzled was approximately \$1,000; officer was removed from office and barred from union office and employment for five years); Dickens and Weber (December 23, 1991)(amount allegedly embezzled was approximately \$6,000; officers were removed from office and barred from holding union office and employment for five years); Nunes (September 6, 1991)(amount allegedly embezzled was approximately \$65,000; officer was removed from office, barred from union office and employment for five years and suspended from membership for one year); Busby (April 15, 1997)(amount allegedly embezzled was approximately \$6,000; officer was removed from office, barred from union office and employment for three years and suspended from membership for one year); Kenny (September 21, 2011) (amount allegedly embezzled was approximately \$170,000; officer was removed from office, barred from union office and employment for ten years, suspended from membership for five years and fined the amount allegedly embezzled); Dipilato (March 2, 2007)(amount allegedly embezzled was approximately \$22,000; officer signed agreement proving for his removal from office, a five year ban on union office and employment, a five year suspension from membership and agreement to pay restitution of the amount allegedly embezzled); Martucci (April 2, 2012)(amount allegedly embezzled was approximately \$6,000; officer was removed from office, barred from union office and employment for two years, suspended from membership for two years and fined the amount allegedly embezzled). See also Sowell (October 22, 2009).

In these circumstances, we respectfully urge the Board to approve this Agreement.

Please do not hesitate to contact me if the Board has any questions.

Very truly yours,



Bradley T. Raymond
General Counsel

BTR/lac

cc: Charles Carberry, Esq.
Robert Roberge
Thomas Gesualdi/Bernadette Kelly

-----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

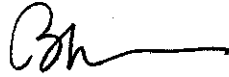
Sworn to before me this
3rd day of December 2014

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 Mania Santobello

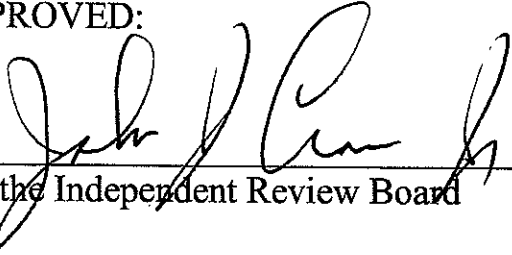
AGREED:



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: _____