

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.  
17 Battery Place, Suite 331  
New York, NY 10004

Administrator:  
John J. Cronin, Jr.

May 27, 2009

VIA UPS NEXT DAY

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

William H. Webster, Esq.  
Milbank, Tweed, Hadley & McCloy LLP  
1850 K Street, NW, Suite 1100  
Washington, DC 20006

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

Re: APPLICATION 135 OF THE INDEPENDENT REVIEW BOARD

Dear Judge Preska:

I transmit herewith one original and one copy of Application 135 of the Independent Review Board, submitting the Agreement regarding Richard Radek, 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 Agreement approved by the IRB on May 27, 2009;
- (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  
Steven K. Barentzen, Esq.  
George H. Faulkner, Esq.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA,	:	
	:	88 CIV. 4486 (LAP)
Plaintiff,	:	
	:	APPLICATION 135 OF THE
v.	:	INDEPENDENT REVIEW BOARD
	:	-- AGREEMENT BETWEEN THE
INTERNATIONAL BROTHERHOOD OF	:	INDEPENDENT REVIEW BOARD
TEAMSTERS, <u>et al.</u>	:	AND RICHARD RADEK
	:	
Defendants.	:	

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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 Compromise Agreement with Richard Radek, a Vice President of the Brotherhood of Locomotive Engineers and Trainmen ("BLET"). 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.

The IRB had forwarded an Investigative Report dated January 15, 2009, to James P. Hoffa, General President of the International Brotherhood of Teamsters ("IBT"), recommending that Richard Radek be charged with, while a Vice President of the BLET, violating his fiduciary duties to the BLET and its members and bringing reproach upon the IBT by embezzling about \$6,700 from the BLET. General President Hoffa notified the IRB that he adopted and filed the proposed charges and he notified Richard Radek that he appointed a hearing panel which would hold a

hearing on April 1, 2009. The hearing was rescheduled for April 21, 2009. By letter of April 17, 2009, the IBT forwarded to the IRB a signed proposed Agreement between Richard Radek and the IRB.

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

Effective on April 20, 2009, Richard Radek permanently retired from the BLET and agreed not to be eligible to hold any appointed or elected office or employment with the BLET, the IBT or any affiliate of the BLET or the IBT. He has further agreed:

(1) that while he may retain his membership in the BLET and the IBT, he shall not participate in any manner in any of the activities and affairs of the BLET or the IBT, except that upon written request of an attorney for the BLET or the IBT he may provide necessary information and testimony in connection with grievances, arbitrations and other issues that involve matters arising prior to his retirement.

(2) that from April 20, 2009, neither the BLET, the IBT, or any other entities affiliated with the BLET or the IBT, shall pay him, nor shall he accept, any salary, gratuities, gifts, severance payments, allowances, fees, benefit payments or contributions or any other compensation of any kind, from any IBT entities, except that he may receive fully vested or accrued pension, vacation or other benefits under any existing benefit plans or programs maintained or sponsored by BLET or IBT affiliated entities;

(3) that from and after April 20, 2009, no contributions may be made on his behalf to any BLET or IBT affiliated benefit funds by any BLET or IBT affiliated entities;

(4) that from and after April 20, 2009, he will not seek or hold any office, employment or appointed position with any BLET or IBT entities, including any affiliated benefit funds and consulting or similar relationships, whether paid or unpaid; and

(5) within five (5) business days after the IBT signs the Agreement, he agrees to pay \$2,247.90 to the BLET as restitution for the funds IRB alleged, in its January 15, 2009, report, were received improperly by him.

We have found the Agreement, with a copy of the reimbursement payment enclosed, 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 27, 2009

Richard K. Radek  
5656 W. Grace Street  
Chicago, IL 60634

May 15, 2009

Via UPS

Mr. Harry Volpe, Controller  
Brotherhood of Locomotive Engineers and Trainmen  
1370 Ontario Street - Mezz.  
Cleveland, Ohio 44113

Dear Mr. Volpe:

Enclosed please find my check to the BLE-T in the amount of \$2,247.90. This is to satisfy a provision of an agreement I made with the IBT to reimburse the Organization funds the Independent Review Board alleged I received improperly. The submission of this check does not constitute an admission I received those funds improperly.

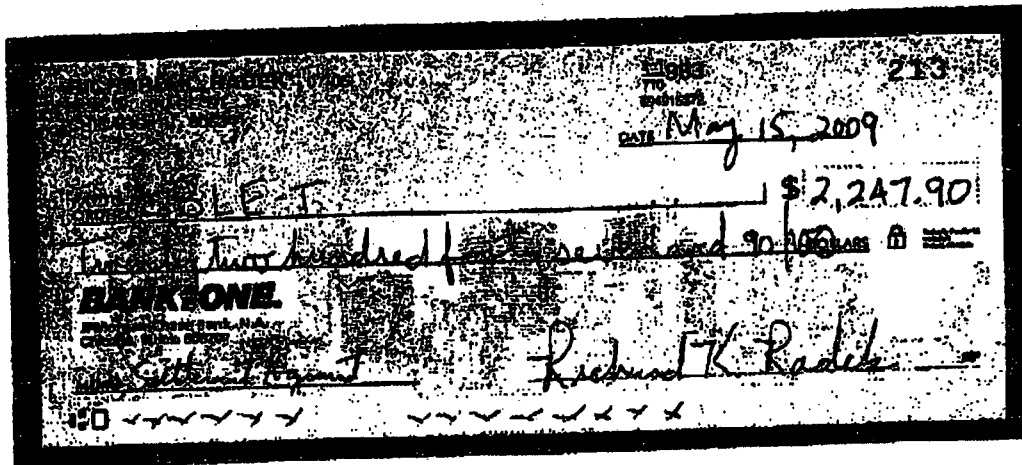
Sincerely,

*Richard K. Radek*

Richard K. Radek

Enc.

cc: Steven Barentzen, esq.



-----X  
 In The Matter of :  
 Richard Radek :  
 : AFFIDAVIT AND AGREEMENT  
 Before the :  
 INDEPENDENT REVIEW BOARD :  
 -----X

STATE OF ILLINOIS )  
 ) ss.:  
 COUNTY OF COOK )

Richard Radek, being duly sworn, deposes, says, and agrees as follows:

1. On January 15, 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 union funds and property and breaching my fiduciary duty while a member and Vice-President of the Brotherhood of Locomotive Engineers and Trainmen ("BLET") and while the BLET was an affiliate of the IBT. The General President subsequently adopted and filed these charges, and referred them to a Panel for a hearing which is currently scheduled to begin on April 20, 2009.

2. I make this Affidavit and Agreement (the "Agreement") to resolve the IRB charges described in paragraph 1. This Agreement does not constitute an admission or denial of wrongdoing. I further understand and agree that this Agreement is based on the unique circumstances of my case. This Agreement shall not serve as precedent for other charges similar to the charges that were brought against me.
3. I represent and agree to the following:
  - (a) I have been a member of the International Brotherhood of Locomotive Engineers (the "IBLE") and its successor, the BLET, since 1974. Since 1996, I have been a Vice-President of the IBLE and the BLET and a member of its governing Advisory Board. During this same period I have also been the Director of the IBLE's and BLET's Arbitration Department. I



became a member of the IBT when the IBLE merged with the IBT on January 1, 2004, and was renamed the Brotherhood of Locomotive Engineers and Trainmen, and have remained a member of the IBT since that time.

- (b) Prior to becoming an IBLE Vice-President, I served as Secretary-Treasurer of the Chicago and Northwest Railroad Division of the IBLE, the Local Chairman of the Chicago and Northwest Railroad Division. I have worked for the IBLe's and BLET's Arbitration Department since 1982.
- (c) Other than the foregoing, I have held no other elected or appointed positions or offices of any kind with the IBLE or BLET, the IBT or any of their affiliated entities, including any locals, superior bodies, inferior bodies, conferences, councils, committees, divisions, pension, health, welfare or severance plans or other such entities ("IBT entities").

- 4. I hereby agree that effective beginning on April 20, 2009, I will permanently retire from the BLET. Thereafter, I will be ineligible to hold any appointed or elected office or employment with the BLET, the IBT or any affiliate of the BLET or the IBT, including but not limited to Joint Councils, the BLET Building Association, Local

Unions, General Committees of Adjustment, State Legislative Boards and Divisions and any benefit funds affiliated with the BLET or the IBT or any of their affiliates. In addition, while I may retain my membership in the BLET and the IBT, I shall not participate in any manner in any of the activities and affairs of the BLET or the IBT, including but not limited to meetings, discussions, consultations, negotiations, votes or any other business activity of the BLET, the IBT or any of their affiliates, except that upon written request of an attorney for the BLET or the IBT I may provide necessary information and testimony in connection with grievances, arbitrations and other issues that involve matters arising prior to my retirement.

5. I hereby further agree that from and after April 20, 2009, neither the BLET, the IBT, or any other entities affiliated with the BLET 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 from any IBT entities, except that I may receive fully vested or accrued pension, vacation or other benefits under any existing benefit plans or programs maintained or sponsored by the BLET or other BLET or IBT affiliated entities. This also means that from and after April 20,

2009, no contributions may be made on my behalf to any BLET or IBT affiliated benefit funds by any BLET or IBT affiliated entities.

6. I hereby further agree that from and after April 20, 2009, I will not seek or hold any office, employment or appointed position with any BLET or IBT entities, including the BLET, 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. Within five (5) business days after the IBT signs this Agreement, I agree to pay \$ 2,247.90 to the BLET as restitution for funds IRB alleged, in its January 15, 2009 report, were received improperly by me.
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.

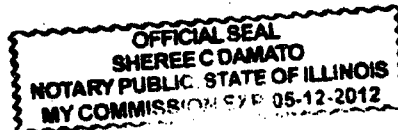
*Richard Radek*

Richard Radek

Sworn to before me this  
16 day of April, 2009

*Sherie C. Damato*

Notary Public



Witnessed \_\_\_\_\_

AGREED:

*Brian J. Radek*

for the International Brotherhood of Teamsters

Dated

4/17/09

APPROVED:

*John J. [Signature]*

for the Independent Review Board

Dated

5/27/09

So Ordered:

Loretta A. Preska

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

Dated June 1, 2009

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)  
AFFIDAVIT OF SERVICE

John E. Converse hereby deposes and says:

1. I am the Assistant to the Administrator in the office of the Administrator of the Independent Review Board. On May 27, 2009, I caused to be delivered via UPS NEXT DAY to the Honorable Loretta A. Preska one executed original and one copy of Application 135 and the original and one copy of the Acknowledgment of Receipt.

2. I also caused a copy of Application 135 along with the enclosures to be delivered to:

Beth Goldman, AUSA, via UPS Next Day  
Charles M. Carberry, Esq., via UPS Next Day  
✓ Bradley T. Raymond, Esq., via Hand Delivery  
Steven K. Barentzen, Esq., via UPS Next Day  
George H. Faulkner, Esq., via UPS Next Day

John E. Converse  
John E. Converse

Sworn to and subscribed  
before me this 27th day  
of May 2009

Joanne C. Batz

JOANNE C. BATZ  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires March 14, 2012