

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

ID-135  
IRB Doc.  
Dist. Ct. Doc

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UNITED STATES OF AMERICA	:	88 Civ. 4486 (DNE)
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Plaintiff,	:	APPLICATION LXVI OF THE
	:	INDEPENDENT REVIEW BOARD
v.	:	-- AGREEMENT BETWEEN THE
	:	INDEPENDENT REVIEW BOARD
INTERNATIONAL BROTHERHOOD	:	AND EDWARD J. DOYLE, SR.
OF TEAMSTERS, <u>et al.</u>	:	
	:	
Defendant.	:	

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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 Agreement with Edward J. Doyle, Sr. ("Doyle"), President of IBT Local Union 456 in Elmsford, New York. This Agreement was approved by the IRB and is submitted to Your Honor for review and, if appropriate, to be entered as an order. The Agreement seeks to resolve the matter of The Independent Review Board v. Edward J. Doyle, Sr. The Agreement, with a copy of the charges annexed thereto as Exhibit A, is enclosed, with a transmittal letter thereof to Mr. Anthony Rumore, President of Joint Council 16.

This Application recognizes the importance of Your Honor's February 2, 1994, Order in which Your Honor stated 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 Doyle satisfies this procedure for Your Honor's review.

In compliance with Your Honor's December 16, 1996, Order, one "backed" original and two copies of an Acknowledgment of Receipt

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are enclosed with this Application, for execution by Your Honor.

Doyle was charged with bringing reproach upon the IBT, and breaching his fiduciary duty to the members in violation of Article II, Section 2(a) and Article XIX Section 7(b)(1), (2), (3) and (13) of the IBT Constitution by embezzling Local 456 property and accepting a thing of value from an employer.

Effective the date the IRB approves the Agreement, July 12, 1999, Doyle has agreed to serve a seven-year suspension in which he will not seek or accept membership in the IBT.

Doyle has further agreed not to:

(1) hold any position with Local 456, any positions mentioned in paragraphs 3(a)-(c) of the Agreement, and any other employment, office, position or consulting or similar relationship, whether paid or unpaid with Local 456 or any IBT entities;

(2) accept any salary, severance payment, allowance, fee or compensation of any kind from Local 456 and any other IBT entities, except that he may receive any fully vested pension benefits, fully vested annuity benefits and fully vested welfare benefits;

(3) receive benefits, gratuities, severance payments or gifts of any kind whatsoever from Local 456 or IBT entities;


(4) make or accept any contributions on his behalf to any pension, health and welfare, severance or other benefit fund from Local 456 or any other IBT entities, except that he may claim pension, annuity or health and welfare benefits that are prepaid and vested as of the effective date of resignation;

(5) participate in any manner in any 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 IBT entities.

We have found the Agreement comports with Your Honor's February 2, 1994, Order and serves to resolve the charge 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 this 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.

Dated: July 12, 1999

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

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.

Board Members:

Grant Crandall, Esq.  
Crandall, Pyles, Haviland & Turner  
122 Capitol Street, Suite 300  
Charleston, WV 25301

Frederick B. Lacey, Esq.  
LeBoeuf, Lamb, Greene & MacRae  
One Riverfront Plaza  
Newark, NJ 07102-5490

William H. Webster, Esq.  
Milbank, Tweed, Hadley & McCloy  
1825 Eye Street, NW, Suite 1100  
Washington, DC 20006

July 22, 1999

Roy Barnes, Esq.  
258 Saw Mill Road  
Elmsford, New York 10523

Re: APPLICATION LXVI OF THE INDEPENDENT REVIEW BOARD

Dear Mr. Barnes:

Enclosed is a copy of the Agreement resolving the above referenced matter which was approved and entered as an Order on July 14, 1999, by United States District Judge David N. Edelstein.

Very truly yours,

Members of the  
Independent Review Board

By:

  
John J. Cronin, Jr.  
Administrator

Enclosure

cc: Mr. Edward Doyle  
Karen Konigsberg, AUSA  
Patrick Szymanski, Esq.  
Charles M. Carberry, Esq.



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b. I was president of IBT Local 456 and a Trustee on Local funds.

c. I currently hold no elected or appointed offices of any kind, paid or unpaid, in the IBT or any of its affiliated entities including any Locals, superior bodies, conferences, councils, pensions, health, welfare or severance plans, or other such entities ("collectively IBT Entities").

4. I hereby resign from the IBT and Local 456 and all IBT entities for a seven (7) year period, effective June 16, 1999 ("the effective date") forward to June 16, 2006. From the effective date forward for a period of seven (7) years, ending on June 16, 2006, I agree not to hold membership in the IBT. From the effective date forward for a period of seven (7) years, ending on June 16, 2006, I further agree to not hold any position with Local 456, any positions mentioned in paragraphs 3(a)-(c) above, and any other employment, office, position or consulting or similar relationship, whether paid or unpaid, with Local 456 and any IBT Entities.

5. From the effective date of this agreement forward for a period of seven (7) years, ending on June 16, 2006, Local 456 and any other IBT entities shall not pay to me, nor shall I accept, any salary, severance payment, allowance, fee or compensation of any kind, except that I may receive any fully vested pension benefits, fully vested annuity benefits and fully vested welfare benefits.

6. I will receive no benefits, gratuities, severance payments or gifts of any kind whatsoever from Local 456 or IBT Entities. From the effective date of this agreement for a

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period of seven (7) years, ending on June 16, 2006, Local 456 and any other IBT entities shall not make, nor shall I accept, any contributions on my behalf to any pension, health and welfare, severance or other benefit fund. I may, however, claim pension, annuity or health and welfare benefits that are prepaid and vested as of the effective date of resignation.

7. From the effective date of this agreement forward for a period of seven (7) years, ending on June 16, 2006, 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 IBT Entities.

8. I have entered this agreement on the understanding that the IRB agrees that it will not proceed with the charges described in paragraph 1 above.

9. I understand that the IRB's agreement is limited to the charge described in paragraph 1 and it expressly reserves the right to pursue charges against any other officer, member, employee or entity of the IBT and Local 456 arising out of the allegations contained in the charges described in paragraph 1 or any other investigation.

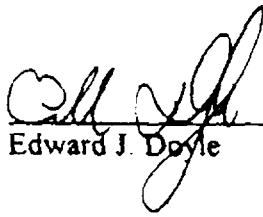
10. I understand and agree that this agreement will be submitted to the IRB for its review and, if approved by the IRB, it will be submitted to the United States District Court for the Southern District of New York for review. I understand that, if this agreement is approved by the United States District Court for the Southern District of New York, it will be entered as a Court

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Order. I understand that no representations have been made as to whether this agreement will be approved by the United States District Court for the Southern District of New York.

11. I make this agreement freely, under no duress or coercion of any kind and after consultation with my attorney.

12. I have authorized my attorney to transmit this agreement, signed by me, to the IRB. When it is signed by the IRB, I understand it will be submitted to the Court for its review.

  
Edward J. Doyle


Sworn to me before this  
15<sup>th</sup> day of June, 1999

  
Notary Public

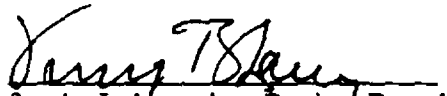
CAROL A. BOCCARDI  
NOTARY PUBLIC  
Qualified in the State of New York  
Commission Expires

06.31.1999

Witnessed:

  
Roy Barnes, Esq.

Agreed:

  
for the Independent Review Board

Dated: July 17, 1999

So Ordered:

D/N/E  
U.S. District Judge

Dated: July 14, 1999