

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,

Plaintiff,

v.

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, et al.

Defendants.

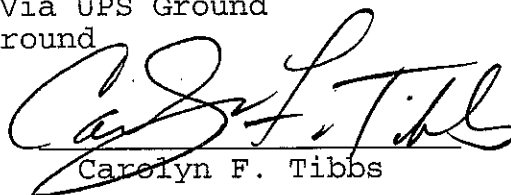
88 Civ. 4486 (LAP)
AFFIDAVIT OF SERVICE

I Carolyn F. Tibbs hereby deposes and says:

1. I am the Executive Secretary to the Administrator of the Independent Review Board. On November 18, 2014, I caused to be delivered via UPS Ground to the Honorable Loretta A. Preska one executed original and one copy of Application 181, the executed original and one copy of the Agreement between the IRB and Joseph Gurrieri of GCC/IBT Local 51-23M, and the original and one copy of the Acknowledgment of Receipt.

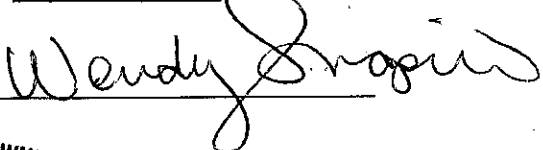
2. I also caused a copy of Application 181 along with the enclosures to be delivered to:

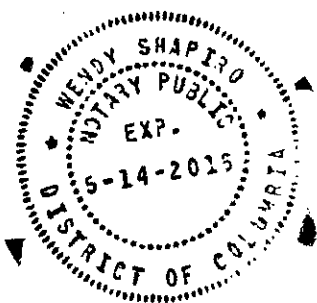
Tara La Morte, AUSA, via UPS Ground
Charles M. Carberry, Esq., via UPS Ground
Bradley T. Raymond, Esq., via Hand Delivery
Richard F. X. Guay, Esq., Via UPS Ground
Joseph Gurrieri, via UPS Ground


Carolyn F. Tibbs

Sworn to and subscribed
before me this 17 day

of NOVEMBER 2015


Wendy Shapiro



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,	:	
	:	
Plaintiff,	:	88 CIV. 4486 (LAP)
	:	
v.	:	ACKNOWLEDGMENT OF RECEIPT
	:	OF APPLICATION 180 OF THE
INTERNATIONAL BROTHERHOOD OF	:	INDEPENDENT REVIEW BOARD
TEAMSTERS, <u>et al.</u>	:	IN THE MATTER OF
	:	JOSEPH GURRIERI
	:	
	:	
Defendants.	:	

This Court hereby acknowledges that Application 181 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 Application 181 of the IRB 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, NW,
Suite 528
Washington, DC 20001
Administrator of the
Independent Review Board

Bradley T. Raymond, Esq.
25 Louisiana Avenue, NW
Washington, DC 20001
IBT General Counsel

Dated: _____, 2015
New York, New York

U.S.D.J.

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

November 18, 2015

VIA UPS NEXT DAY

Administrator:
John J. Cronin, Jr.

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

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

Re: APPLICATION 181 OF THE INDEPENDENT REVIEW BOARD

Dear Judge Preska:

I transmit herewith one original and one copy of Application 181 of the Independent Review Board, submitting the Agreement regarding GCC/IBT Local 51-23M Former Principal Officer, Joseph Gurrieri, 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:

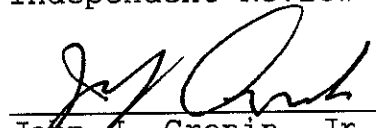
- (a) the November 17, 2015, Agreement approved by the IRB;
- (b) an Acknowledgment of Receipt; and
- (c) an Affidavit of Service.

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

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)

JJC:cft

Enclosures

cc: Charles M. Carberry, Esq.
Bradley T. Raymond, Esq.
Tara LaMorte, AUSA
Richard F. X. Guay, Esq.
Joseph Gurrieri

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,	:	
	:	
Plaintiff,	:	88 CIV. 4486 (LAP)
	:	
v.	:	APPLICATION 181 OF THE
	:	INDEPENDENT REVIEW BOARD
	:	-- AGREEMENT BETWEEN THE
INTERNATIONAL BROTHERHOOD OF	:	INDEPENDENT REVIEW BOARD
TEAMSTERS, <u>et al.</u>	:	AND JOSEPH GURRIERI
	:	
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 Joseph Gurrieri ("Gurrieri"), former Principal Officer of GCC/IBT Local 51-23M. 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 July 23, 2015, the IRB issued an Investigative Report to IBT General President Hoffa, recommending charges against GCC/IBT Local 51-23M Pricipal Officer and Trustee of the GCC/IBT Local 51-23M Funds Joseph Gurrieri for violating his fiduciary duties and embezzling from the Local and its Funds, bringing reproach upon the IBT.

On July 27, 2015 by letter IBT General President James P.

Hoffa determined to adopt and file the charge.

On September 1, 2015, a Notice of the September 30, 2015 Hearing, was issued by the IBT General President, with a copy submitted to the IRB.

On September 23, 2015, prior to the scheduled hearing, the IBT submitted an agreement signed by Gurrieri to the IRB. On November 17, 2015 the IRB approved the agreement and now submits it to the Court by Application 181.

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 Joseph Gurrieri, effective November 17, 2015 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: November 18, 2015

-----X
 In The Matter of :
 :
 JOSEPH GURRIERI :
 :
 : AFFIDAVIT AND AGREEMENT
 :
 Before the :
 :
 INDEPENDENT REVIEW BOARD :
 :
 :
 -----X

STATE OF NEW JERSEY) ss.:
 COUNTY OF MONMOUTH) ss.:

Joseph Gurrieri, being duly sworn, deposes, says, and agrees as follows:

1. On or about July 23, 2015, 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 the principal officer and member of Local 51-23M and a Trustee of the [GCC/IBT Local 51-23M] Funds [Pressroom Unions Pension Fund, Pressroom Unions Welfare Trust Fund, Pressman Unions Income Security Annuity Fund and Graphic Communications Union Local 51 Bindery Employers Pension Fund] you engaged in a pattern of violating your fiduciary duties to the Local and the Funds,

embezzling from the Local and the Funds and bringing reproach upon the IBT in violation of Article II, Section 2 (a) and Section 2 (b) (1), (3) and (7) and Article XIX, Section 7 (b) (1), (2) and (3) of the IBT Constitution and to wit:

Between approximately December 2008 and January 2012, while President of [GCC/IBT] Local 51-23M and a Trustee of the Funds, you embezzled \$45,556 from Local 51-23M and its Funds. As described [in IRB's Report], you embezzled \$10,703 in personal charges at Shop Rite and \$4,347 in other personal charges. In addition, without authorization you paid yourself \$30,506 in bonuses to which you were not entitled.

2. On July 27, 2015, General President Hoffa 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 became a member of the IBT in 2005, when the GCIU merged with the IBT. I was President and principal officer of GCC/IBT

Local 51-23M until that Local merged into GCC/IBT Local 1L, effective October 1, 2012. I subsequently was hired by Local 1L as a Business Agent in October 2012. From at least 2008 until February 2012, I was a Trustee of the following Local 51-23M Funds: Pressroom Unions Pension Fund; Pressroom Unions Welfare Trust Fund; Pressroom Unions Income Security Annuity Fund; and Graphic Communications Union Local 51 Bindery Employers Pension Fund. My services with these Funds were terminated on February 3, 2012; I also resigned my Trustee positions with Funds. On October 2014, my employment with Local 1L was terminated. On April 21, 2015, I resigned my membership in Local 1L.

- (b) Other than the foregoing, I have held no other elected or appointed positions of any kind with Local 1L, the Graphic Communications Conference ("GCC"), 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 effective on the date this Agreement is approved by the IRB, my resignation of my membership in Local 1L, my resignation of my employment with Local 1L and my resignation of my positions with the Funds will become permanent. I further agree not to seek, accept or hold any employment, office, position or consulting or similar relationship, whether paid or unpaid, with Local 1L, the GCC, the IBT or any other affiliated entities.
6. I agree that if Local 1L owes me any monies under any currently existing obligation, any resulting payments to me shall be reduced by that portion of the \$45,556, referenced in paragraph 1 above, that I have not already reimbursed to Local 1L.
7. From and after the effective date of this Agreement, neither Local 1L 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 1L or other IBT entities.

8. From and after the effective date of this Agreement, Local 1L 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 1L 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 1L or any other IBT entities, including but not limited to meetings, discussions, consultations, negotiations, votes or any other business or activities of Local 1L and other IBT entities.
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.

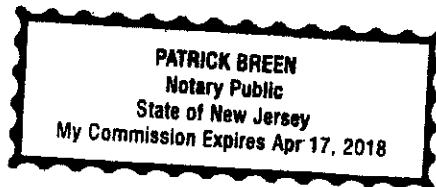
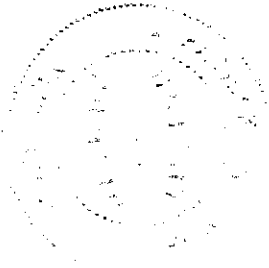
12. I make this Agreement freely and under no duress or coercion of any kind.
13. I will transmit this Agreement, signed by me, to the IBT. When it is signed by the IBT and the IRB, it will be submitted to the Court for review.

Joseph Gurrieri
Joseph Gurrieri

Sworn to before me this
18 day of September 2015

Patrick Breen
Notary Public

Witnessed Alora Gurrieri



AGREED:

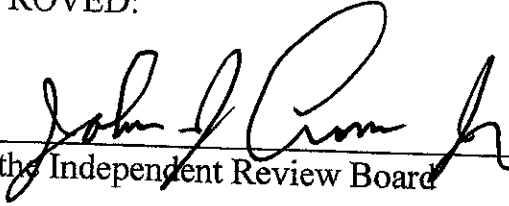


For International Brotherhood of Teamsters

Dated: _____

9/23/15

APPROVED:



For the Independent Review Board

Dated: _____

11/17/15

So Ordered:

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

Dated: _____