

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

Administrator:  
John J. Cronin, Jr.

November 2, 2011

**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

The Honorable William H. Webster  
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 154 OF THE INDEPENDENT REVIEW BOARD

Dear Judge Preska:

I transmit herewith one original and one copy of Application 154 of the Independent Review Board, submitting the Agreement regarding Joseph Wojciechowski, 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 October 21, 2011, 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 "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

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: Tara M. La Morte, AUSA  
Charles M. Carberry, Esq.  
Bradley T. Raymond, Esq.  
J. Bruce Maffeo, Esq.  
Walter M. Kane, Esq.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA,	:	
	:	
Plaintiff,	:	88 CIV. 4486 (LAP)
	:	
v.	:	APPLICATION 154 OF THE
	:	INDEPENDENT REVIEW BOARD
	:	-- AGREEMENT BETWEEN THE
INTERNATIONAL BROTHERHOOD OF	:	INDEPENDENT REVIEW BOARD
TEAMSTERS, <u>et al.</u>	:	AND JOSEPH WOJCIECHOWSKI
	:	
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 Agreement with Joseph Wojciechowski, a member of Local 812 in Great Neck, 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 May 12, 2011, the IRB issued an Investigative Report to IBT General President Hoffa recommending a charge against Joseph Wojciechowski, the President of Local 812, the Recording Secretary of Joint Council 16 and the Executive Assistant to Joint Council 16's principal officer, for embezzlement and breaching his fiduciary duty by causing the Local to assume his lease of a 2009 Cadillac CTS ("2009 Cadillac"). He did this without the Executive Board approval the Local's Bylaws required.

There was no union purpose for this unapproved transaction. It did not appear that the Local had a need for this car which was described as a "spare" and was not assigned to any Local employee. Moreover, in April 2010, Wojciechowski caused the Local to terminate the lease and sell the 2009 Cadillac, without the required Executive Board approval, which transaction resulted in the embezzlement of \$7,491 that the Local paid as part of the transaction. By his conduct, Wojciechowski embezzled approximately \$23,038 from the Local.

Before the scheduled hearing was held, Joseph Wojciechowski forwarded to the IBT a signed agreement, which the IBT approved and forwarded to the IRB 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 Joseph Wojciechowski 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 October 21, 2011, Joseph Wojciechowski has agreed to permanently resign from the IBT, Local 812 and all IBT-affiliated positions. From October 21, 2011 forward, he has

further agreed not to:

(1) hold any position with Local 812 or any employment, office, position or consulting or similar relationship, whether paid or unpaid, with Local 812, or any other IBT Entities;

(2) be in the Local offices except for issues related to his vested union benefits;

(3) receive any gratuities, severance payments or gifts of any kind whatsoever from Local 812, or IBT Entities; or

(4) accept any pay, salary, allowance, fee or compensation of any kind, except that he may receive any fully vested pension benefits;

(5) accept any contributions on his behalf to any pension, health and welfare, severance or other benefit fund;

(6) participate in any manner in any of the activities or affairs of Local 812, or any other IBT entities.

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."

By:

  
\_\_\_\_\_  
John J. Cronin, Jr.  
Administrator

Dated: November 2, 2011

-----X  
 In The Matter of :  
 Joseph Wojciechowski :  
 :  
 Before the :  
 INDEPENDENT REVIEW BOARD :  
 :  
 -----X

AFFIDAVIT AND AGREEMENT

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

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

1. On May 12, 2011, 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 causing Local 812 to assume and make the lease payments on a 2009 automobile I had previously leased for myself without the approval of the Local's Executive Board, a transaction that served no union purpose and which benefitted me personally. The General President subsequently adopted and filed this charge, and referred it to a Panel for a hearing.

2. I make this Affidavit and Agreement (the "Agreement") to resolve the IRB recommended charges described in paragraph 1. This Agreement does not constitute an admission or denial of the wrongdoing alleged in the IRB charges.
3. I represent and agree to the following:
  - (a) I have been a member of Local 812 of the International Brotherhood of Teamsters ("IBT") and the IBT since 1971. From approximately 1995 to 1999, I worked as a business agent for Local 812. In approximately 1999, I became the Local's Vice President. In August of 2004, I began serving as the Local's acting President and principal officer. I was subsequently elected to that position, which I have held since

January of 2005. In addition to the foregoing, in 2008 I became the Recording Secretary of Teamsters Joint Council 16. Since approximately 2009, I have also served as the Executive Assistant to Joint Council 16's President. I am also Vice President of the IBT's Brewery and Soft Drink Council. Finally, I have served as a trustee of the Local 812 Health and Welfare Fund since 1995 and a trustee of the Local 812 Pension Fund since 2004.

(b) Other than the foregoing, I have held no other elected or appointed positions or offices of any kind with Local 812, 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").

4. I hereby agree that I will permanently resign from all IBT-affiliated positions, including all positions described in paragraph 3, above, effective upon the date this Agreement is approved by IRB ("the effective date"). I agree never to hold any position with Local 812 or any employment, office, position or consulting or similar relationship, whether paid or unpaid, with Local 812 or any other IBT Entities. I



also understand that except for issues related to my vested union benefits I may not be in the Local offices.

5. From the effective date of this Agreement forward, neither Local 812, Joint Council 16 the IBT, nor any other affiliated entities shall pay me, nor shall I accept, any salary, gratuities, gifts, severance payments, allowances, fees or any other compensation of any kind, except that I may receive any fully vested benefits.
6. From the effective date of this Agreement forward, Local 812 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 health benefit fund, except as required by a vested benefit.
7. From the effective date of this Agreement forward, I hereby further agree that I will not seek or hold any office, employment or appointed position with any IBT entities, including Local 812, the 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. In addition, from the effective date of this Agreement forward, I shall not participate in any manner in any of the activities

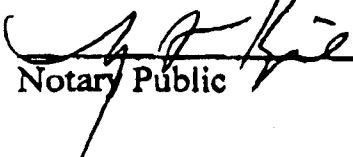
or affairs of Local 812 or any other IBT Entities, including but not limited to, meetings, discussions, consultations, negotiations, votes or any other business or activity of Local 812 or other IBT Entities.

8. This Agreement is permanent.
9. 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.
10. I make this Agreement freely, under no duress or coercion of any kind.
11. 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 Wojciechowski

Sworn to before me this  
4<sup>th</sup> day of October 2011

MARY ANN KNIPE  
Notary Public, State of New York  
No. 01KN-4900998  
Qualified in Queens County  
Commission Expires January 21, 20 14

  
Notary Public

Witnessed Thomas A. Thompson

AGREED:

  
for the International Brotherhood of Teamsters

Dated: 10/4/11

APPROVED:

  
for the Independent Review Board

Dated: 10/21/11

So Ordered:

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

Dated: \_\_\_\_\_



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

Joseph D. Comtois hereby deposes and says:

1. I am the Assistant to the Administrator in the office of the Administrator of the Independent Review Board. On November 2, 2011, I caused to be delivered via UPS NEXT DAY to the Honorable Loretta A. Preska one executed original and one copy of Application 154, the executed original and one copy of the Agreement between the IRB and Joseph Wojciechowski, and the original and one copy of the Acknowledgment of Receipt.

2. I also caused a copy of Application 154 along with the enclosures to be delivered to:

- Tara La Morte, AUSA, via UPS Next Day
- Charles M. Carberry, Esq., via UPS Next Day
- Bradley T. Raymond, Esq., via Hand Delivery
- J. Bruce Maffeo, Esq., via, UPS Next Day
- Walter M. Kane, Esq., via UPS Next Day

*Joseph D. Comtois*  
Joseph D. Comtois

Sworn to and subscribed  
before me this 2nd day

of November 2011

*Joanne C. Batz*

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