

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.

September 20, 2013

VIA UPS

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 165 OF THE INDEPENDENT REVIEW BOARD

Dear Judge Preska:

I transmit herewith one original and one copy of Application 165 of the Independent Review Board, submitting the Agreement regarding Jerry Conner, 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:

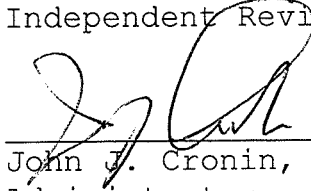
- (a) the September 19, 2013, Agreement approved by the IRB;
- (b) an Acknowledgment of Receipt; and
- (c) an Affidavit of Service.

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

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,	:	
	:	
Plaintiff,	:	88 CIV. 4486 (LAP)
	:	
v.	:	APPLICATION 165 OF THE
	:	INDEPENDENT REVIEW BOARD
	:	-- AGREEMENT BETWEEN THE
INTERNATIONAL BROTHERHOOD OF	:	INDEPENDENT REVIEW BOARD
TEAMSTERS, <u>et al.</u>	:	AND JERRY CONNER
	:	
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 Jerry Conner ("Conner"), a member of Local 279 in Decatur, Illinois. 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 June 28, 2013, the IRB issued an Investigative Report to IBT General President Hoffa recommending a charge against Jerry Conner, the President and Principal Officer of Local 279 for embezzlement and breaching his fiduciary duty by causing the Local to pay him \$11,017 in unauthorized salary increases in 2012 and 2013 and \$258 for his personal campaign mailing in October of 2011. By his conduct, while an IBT member and Officer, Connor appears to have breached his fiduciary duty and embezzled

approximately \$11,275 union funds. In addition it appears that Conner brought reproach on the union by, giving false testimony about the Local's purchase of a trailer, and repeatedly violating the Local's Bylaws by trying to cover up his causing the Local to make discretionary donations totaling \$15,000 without the required Executive Board approval.

On July 8, 2013, IBT General President James P. Hoffa informed the IRB that he determined to adopt and file the Charges against Conner and schedule a hearing. On July 29, 2013, notice of the scheduled September 4, 2013 Hearing was issued to the IRB. Before the scheduled hearing was held, Conner 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 Jerry Conner satisfies this procedure. One original and one copy of an Acknowledgment of Receipt are enclosed with this Application for execution by Your Honor.

Effective September 19, 2013 forward, Jerry Conner has agreed to a suspension from membership for a period of 3 years,

and a bar for a period of 5 years, he has further agreed not to:

(1) hold any position with Local 279 or any employment, office, position or consulting or similar relationship, whether paid or unpaid, with Local 279, or any other IBT Entities;

(2) receive any gratuities, severance payments or gifts of any kind whatsoever from Local 279, or IBT Entities; or

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

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

(5) participate in any manner in any of the activities or affairs of Local 279, 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."

Dated: September 19, 2013

-----X
 In The Matter of :
 :
 Jerry Conner :
 : AFFIDAVIT AND AGREEMENT
 :
 Before the :
 :
 INDEPENDENT REVIEW BOARD :
 :
 -----X

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

Jerry Conner, being duly sworn, deposes, says, and agrees as follows:

1. On June 28, 2013, 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 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 279 to pay me \$11,017 in unauthorized salary between September 1, 2012 and April 30,

2013 and by allegedly causing the Local to pay at least \$258 for my personal campaign mailing in October of 2011; and

- Bringing reproach upon the IBT in violation of Article II, Section 2 (a) and Article XIX, Section 7 (b) (1) and (2) of the IBT Constitution by allegedly increasing my salary in August of 2012, causing Local 279 to purchase a trailer from me in June of 2012, causing Local 279 to make discretionary donations totaling \$15,000 in July 2012, all without Executive Board approval as Local 279's bylaws required. The General President subsequently adopted and filed these charges, without having made any judgments as to the underlying merits. He referred the charges to a Panel for a hearing.

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 the wrongdoing alleged in the IRB charges.

3. I represent and agree to the following:

- (a) I have been a member of Local 279 of the International Brotherhood of Teamsters ("IBT") and the IBT since approximately 1989. I have held the position of President and

principal officer of Local 279 since approximately 2002, and during that period also performed the duties of a business agent. Until August 31, 2012, I also served as Secretary Treasurer and Political Coordinator for Joint Council 65. That position ended when Joint Council 65 merged with Joint Council 25. And, until September of 2012, I also served as Secretary Treasurer of the Illinois Conference of Teamsters. That position ended when the Illinois Conference was dissolved.

(b) Other than the foregoing, I have held no other elected or appointed positions or offices of any kind with Local 279, 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 resign from all IBT-affiliated positions, including all positions described in paragraph 3, above, effective upon the date this Agreement is approved by the IRB (“the effective date”). I further agree that from the effective date of this Agreement and for a period of not less than three years my membership in Local 279 and the IBT shall be suspended. I further agree not to seek, accept or hold

any position with Local 279 or any employment, office, position or consulting or similar relationship, whether paid or unpaid, with Local 279 or any other IBT entity for a period of five years from the effective date of this Agreement.

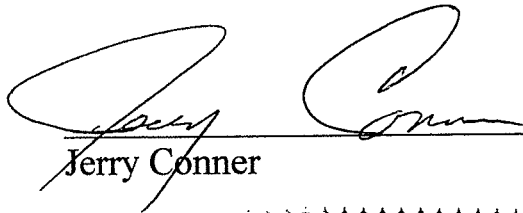
5. From the effective date of this Agreement and for a period of five years, neither Local 279 nor any other IBT entities shall pay me, nor shall I accept, any salary, gratuities, gifts, payments, allowances, fees, benefit payments or contributions or any other compensation of any kind, except that I 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, vacation or other benefits under any existing benefit plans or programs maintained or sponsored by Local 279. In addition, I may receive payment for any salary or expenses I incurred in connection with my work on behalf of Local 279 prior to the effective date of this Agreement in accordance with existing policies and procedures of Local 279.
6. For a period of five years from the effective date of this Agreement, Local 279 and 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 any

vested benefits to which I am entitled under any existing benefit plans or programs maintained or sponsored by Local 279 or any other IBT entities.

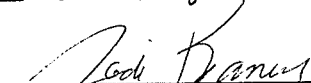
7. I understand, represent and agree that in May of 2013, I paid to Local 279 \$15,400 (in two checks, one dated May 14, 2013 and one dated May 21, 2013) to reimburse the Local for the salary I was accused of taking without proper authorization and for the cost of the campaign mailing I was accused of charging to the Local and \$4,000 to rescind the Local's purchase of my trailer without proper authorization. I further understand, represent and agree that the \$15,000 in contributions (one contribution to the Teamsters Dairy Council and another contribution to the Teamsters Field Fund) I am charged with having made in July of 2012 without Executive Board approval were subsequently presented to and ratified by the Executive Board and the Local's membership in May of 2013.
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.


Jerry Conner


Sworn to before me this
20 day of August 2013


Notary Public



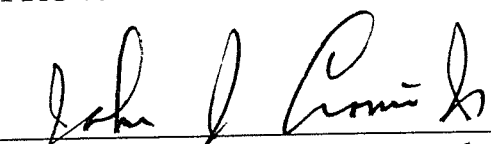
Witnessed _____

AGREED:


for the International Brotherhood of Teamsters

Dated: 8 / 27 / 13

APPROVED:



for the Independent Review Board

Dated: 9/19/13

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.	:	88 Civ. 4486 (LAP)
	:	ACKNOWLEDGMENT OF RECEIPT
INTERNATIONAL BROTHERHOOD OF	:	OF THE AGREEMENT
TEAMSTERS, <u>et al.</u>	:	BETWEEN THE INDEPENDENT
	:	REVIEW BOARD AND
	:	JERRY CONNER
Defendants.	:	

This Court hereby acknowledges that the Agreement enclosed with Application 165 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 the Agreement enclosed with Application 165 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

Scott Soldon, Esq.
3541 N. Summit Avenue
Shorewood, WI 53211

Bradley T. Raymond, Esq.
International Brotherhood of Teamsters
25 Louisiana Avenue
Washington, DC 20001

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

Dated: _____, 2013
New York, New York

U.S.D.J.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

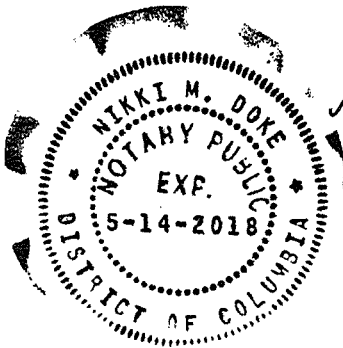
UNITED STATES OF AMERICA,	:	
	:	
Plaintiff,	:	
	:	88 Civ. 4486 (LAP)
v.	:	AFFIDAVIT OF SERVICE
	:	
INTERNATIONAL BROTHERHOOD OF	:	
TEAMSTERS, <u>et al.</u>	:	
	:	
Defendants.	:	

Carolyn F. Tibbs hereby deposes and says:

1. I am the Assistant to the Administrator in the office of the Administrator of the Independent Review Board. On September 20, 2013, I caused to be delivered via UPS NEXT DAY to the Honorable Loretta A. Preska one executed original and one copy of Application 165, the executed original and one copy of the Agreement between the IRB and Jerry Conner, and the original and one copy of the Acknowledgment of Receipt.

2. I also caused a copy of Application 165 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
- Scott D. Soldon, Esq., via, UPS Next Day



Carolyn F. Tibbs
 Carolyn F. Tibbs

Sworn to and subscribed
before me this 20th day
of September 2013

Nikki M. Doke