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AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY _____ DEPUTY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

UNITED STATES OF AMERICA,

Plaintiff,

v.

LINDA STEWART,

Defendant.

CRO 4-5035 FDB

INFORMATION

(FELONY)

The United States Attorney charges that:

COUNT 1

(Embezzlement from Labor Union)

Between approximately June 1999 and March 2003, at Olympia, within the Western District of Washington, LINDA STEWART, being an employee and officer of the Graphic Communications International Union, Local 182-C, a labor organization engaged in an industry affecting commerce, did embezzle, steal and unlawfully and willfully abstract to her own use the moneys and funds of said labor organization, in that LINDA STEWART, without authorization or consent, withdrew cash and wrote checks to herself, a family member and to businesses for personal goods and services to which she was not entitled.

1 All in violation of Title 29, United States Code, Section 501(c).

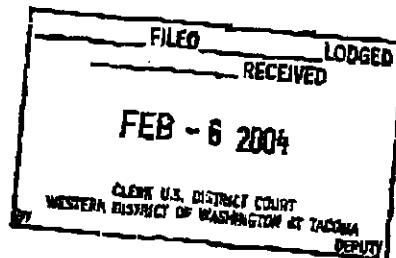
2 DATED this 27th day of January, 2004.

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5 
6 JOHN MCKAY
7 United States Attorney

8 
9 FLOYE G. SHORT
10 Assistant United States Attorney

11 
12 FRANCIS J. DISKIN
13 Assistant United States Attorney

Judge Burgess



1
2
3 I PROHIBIT ANYONE FROM REPRODUCING OR DISTRIBUTING THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF THE
4 TACOMA POLICE DEPARTMENT
5 04-CR-05035-PET
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8 UNITED STATES DISTRICT COURT
9 WESTERN DISTRICT OF WASHINGTON
AT TACOMA

10 UNITED STATES OF AMERICA,
11 Plaintiff,
12 v.
13 LINDA STEWART,
14 Defendant.
15

NO. CR04-5035FDB
PLEA AGREEMENT

16 The United States of America, by and through John McKay, United States
17 Attorney for the Western District of Washington, and Francis J. Diskin, Assistant
18 United States Attorney for said District, and the defendant, LINDA STEWART, and her
19 attorney, Jerome Kuh, enter into the following Agreement, pursuant to Federal Rule of
20 Criminal Procedure 11(c):
21

22 1. Waiver of Indictment. Defendant, having been advised of the right to be
23 charged by Indictment, agrees to waive that right and enter a plea of guilty to the charge
24 brought by the United States Attorney in an Information.
25

26 2. The Charge. Defendant, having been advised of the right to have this
27 matter tried before a jury, agrees to waive that right and enter a plea of guilty to the
28 following charge contained in the Information. By entering this plea of guilty,

1 Defendant hereby waives all objections to the form of the charging document.

2 a. Embezzlement of Labor Union Assets, as charged in Count 1, in
3 violation of Title 29, United States Code, Section 501(c).

4
5 3. Elements of the Offense. The elements of the offense of Embezzlement
6 from a Labor Union as charged in Count 1, in violation of Title 29, United States Code,
7 Section 501(c), are as follows:

8 First, that the Graphic Communications International Union, Local 182-C,
9 was a labor organization engaged in an industry affecting commerce;

10 Second, that the defendant was an officer or a person employed by said
11 labor organization; and,

12 Third, that the defendant did embezzle, steal and unlawfully and willfully
13 abstract or convert to her own use, or the use of another, the moneys, funds, securities,
14 property or other assets of said labor organization.

15
16 4. The Penalties. Defendant understands that the statutory penalties for the
17 offense of Embezzlement of Labor Union Assets, as charged in Count 1 are as follows:

18 a. Count 1: imprisonment for up to five (5) years, a fine of up to two
19 hundred and fifty thousand dollars (\$250,000), a period of supervision following release
20 from prison of up to three (3) years, and a one hundred dollar (\$100.00) penalty
21 assessment. Defendant agrees that the penalty assessment shall be paid at or before the
22 time of sentencing.

23 Defendant agrees that any monetary penalty the Court imposes, including
24 the special assessment, fine, costs or restitution, is due and payable immediately, and
25 further agrees to submit a completed Financial Statement of Debtor form as requested by
26 the United States Attorney's Office.

27 Defendant understands that supervised release is a period of time following
28 imprisonment during which she will be subject to certain restrictions and requirements.

1 Defendant further understands that if supervised release is imposed and she violates one
2 or more of its conditions, she could be returned to prison for all or part of the term of
3 supervised release that was originally imposed. This could result in Defendant serving a
4 total term of imprisonment greater than the statutory maximum stated above.

5 The defendant further understands and acknowledges that, pursuant to Title 29,
6 United States Code, Section 504, she will be prohibited from holding any union office,
7 or being employed by any union, for a period of thirteen years from the date of her
8 conviction, or from the end of any period of imprisonment imposed. The defendant
9 hereby waives her right under Title 29, United States Code, Section 504, to file a
10 motion with the Court requesting that the period of this prohibition be reduced.

11

12 5. Rights Waived by Pleading Guilty. Defendant understands that, by
13 pleading guilty, she knowingly and voluntarily waives the following rights:

14 a. The right to plead not guilty, and to persist in a plea of not guilty;

15 b. The right to a speedy and public trial before a jury of Defendant's
16 peers;

17 c. The right to the effective assistance of counsel at trial, including, if
18 Defendant could not afford an attorney, the right to have the Court appoint one for
19 Defendant;

20 d. The right to be presumed innocent until guilt has been established at
21 trial, beyond a reasonable doubt;

22 e. The right to confront and cross-examine witnesses against
23 Defendant at trial;

24 f. The right to compel or subpoena witnesses to appear on Defendant's
25 behalf at trial;

26 g. The right to testify or to remain silent at trial, at which trial such
27 silence could not be used against Defendant; and

28 h. The right to appeal a finding of guilt or any pretrial rulings.

1 6. Applicability of Sentencing Guidelines. Defendant understands and
2 acknowledges the following:

3 a. The United States Sentencing Guidelines, promulgated by the
4 United States Sentencing Commission, are applicable to this case;

5 b. The Court will determine Defendant's applicable Sentencing
6 Guidelines range at the time of sentencing;

7 c. The Court may impose any sentence authorized by law, including a
8 sentence that, under some circumstances, departs from any applicable Sentencing
9 Guidelines range up to the maximum term authorized by law;

10 d. The Court is not bound by any recommendation regarding the
11 sentence to be imposed, or by any calculation or estimation of the Sentencing Guidelines
12 range offered by the parties, or by the United States Probation Department; and

13 e. Defendant may not withdraw a guilty plea solely because of the
14 sentence imposed by the Court.

15
16 7. Ultimate Sentence. Defendant acknowledges that no one has promised or
17 guaranteed what sentence the Court will impose.

18
19 8. Restitution. Defendant shall make restitution to Graphic Communications
20 International Union Local 767M, the successor of GCIU Local 182-C, in an amount to
21 be determined by the Court. Said amount shall be due and payable immediately and
22 shall be paid in accordance with a schedule of payments as ordered by the Court.

1 9. Statement of Facts. The parties agree on the following facts in support of
2 Defendant's guilty plea and for purposes of calculating the base offense level of the
3 Sentencing Guidelines. Defendant admits she is guilty of the charged offense.

4 a. At all relevant times, Graphic Communications International Union
5 (GCIU), Local 182-C was a labor organization as defined by Title 29, United States
6 Code, Sections 402(i) and (j), that is, Local 182-C was an organization, engaged in an
7 industry affecting commerce, in which employees participated and which existed for the
8 purpose, in whole or in part, of dealing with employers concerning grievances, labor
9 disputes, wages, rates of pay, hours or other terms or conditions of employment.

10 b. GCIU Local 182-C negotiated collective bargaining agreements with
11 ABC Printing, Capital City Press, and the newspaper contract with The Olympian and
12 accordingly was engaged in an industry affecting commerce.

13 c. The defendant, LINDA STEWART, was the Local 182-C secretary-
14 treasurer from January 1998 to March 2003.

15 d. Between June 1999 and March 2003, the defendant made over 200
16 disbursements to herself of union funds to which she was not entitled. These
17 disbursements included cash withdrawals, and checks the defendant wrote to herself, to
18 her husband, and to grocery and retail stores for the defendant's benefit.

19 e. On three separate occasions, January 17, 2001, March 13, 2002 and
20 April 30, 2003, the defendant filed false Labor Organization Annual Reports (Form
21 LM-3) with the U.S. Department of Labor. Therein the defendant failed to disclose the
22 actual amount she had paid herself from the union funds.

1 10. Non-Prosecution of Additional Offenses. As part of this Plea Agreement,
2 the United States Attorney's Office for the Western District of Washington agrees not to
3 prosecute Defendant for any additional offenses known to it as of the time of this
4 Agreement that are based upon evidence in its possession at this time, or that arise out
5 of the conduct giving rise to this investigation. In this regard, Defendant recognizes that
6 the United States has agreed not to prosecute all of the criminal charges that the
7 evidence establishes were committed by Defendant solely because of the promises made
8 by Defendant in this Agreement. Defendant acknowledges and agrees, however, that
9 for purposes of preparing the Presentence Report, the United States Attorney's Office
10 will provide the United States Probation Office with evidence of all relevant conduct
11 committed by Defendant.

12
13 11. Voluntariness of Plea. Defendant acknowledges that she has entered into
14 this Plea Agreement freely and voluntarily, and that no threats or promises, other than
15 the promises contained in this Plea Agreement, were made to induce Defendant to enter
16 this plea of guilty.

17
18 12. Statute of Limitations. In the event that this Agreement is not accepted by
19 the Court for any reason, or Defendant has breached any of the terms of this Plea
20 Agreement, the statute of limitations shall be deemed to have been tolled from the date
21 of the Plea Agreement to: (1) 30 days following the date of non-acceptance of the Plea
22 Agreement by the Court; or (2) 30 days following the date on which a breach of the Plea
23 Agreement by Defendant is discovered by the United States Attorney's Office.

24
25 13. Post-Plea Conduct. Defendant understands that the terms of this Plea
26 Agreement apply only to conduct that occurred prior to the execution of this Agreement.
27 If, after the date of this Agreement, Defendant should engage in conduct that would
28 warrant an increase in Defendant's adjusted offense level or justify an upward departure

1 under the Sentencing Guidelines (examples of which include, but are not limited to:
2 obstruction of justice, failure to appear for a court proceeding, criminal conduct while
3 pending sentencing, and false statements to law enforcement agents, the probation
4 officer or Court), the United States is free under this Agreement to seek a sentencing
5 enhancement or upward departure based on that conduct.

6
7 14. Loss Amount. While the exact amount of loss will have to be determined
8 by the Court, the parties agree and stipulate that this amount is between \$68,701 and
9 \$73,423.87.


10
11 15. Agreed Guideline Adjustments. The parties agree and stipulate that the
12 evidence supports the following adjustment to Defendant's base offense level under the
13 Sentencing Guidelines:

- 14 a. A two (2) level upward adjustment for the defendant's abuse of a
15 position of trust.

16
17 16. Acceptance of Responsibility. The United States acknowledges that if
18 Defendant qualifies for an acceptance of responsibility adjustment to a USSG § 3E1.1(a)
19 and if the offense level is sixteen (16) or greater, Defendant's total offense level should
20 be decreased by three (3) levels pursuant to USSG §§ 3E1.1(a) and (b), because
21 Defendant has assisted the United States by timely notifying the authorities of her
22 intention to plead guilty, thereby permitting the United States to avoid preparing for trial
23 and permitting the Court to allocate its resources efficiently.

1 17. Completeness of Agreement. The United States and Defendant
2 acknowledge that these terms constitute the entire Plea Agreement between the parties.
3 This Agreement only binds the United States Attorney's Office for the Western District
4 of Washington. It does not bind any other United States Attorney's Office or any other
5 office or agency of the United States, or any state or local prosecutor.

6 DATED this 6th day of February, 2004.

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9 _____
10 LINDA STEWART
11 Defendant

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13 _____
14 JEROME KUH
15 Attorney for Defendant

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17 _____
18 FRANCIS J. DISKIN
19 Assistant United States Attorney

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22 FLOYD G. SHORT
23 Assistant United States Attorney

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