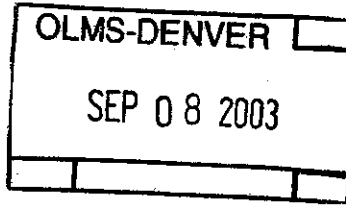


FRANCIS LELAND PICO
Assistant United States Attorney
District of Wyoming
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Cheyenne, WY 82003
(307)772-2124
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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	No. <u>03CR180-J</u>
)	Ct. 1: 29 U.S.C. § 501(c)
)	(Embezzlement Of Union
DOUGLAS W. RODDA,)	Funds)
)	Ct. 2: 29 U.S.C. § 439(c)(False
)	Entries)
Defendant.)	Ct. 3: 29 U.S.C. § 439 (b) (False
)	Statement)

INFORMATION

The United States Attorney charges that:

At all times material to this Information, the Locomotive Engineers, AFL-CIO (BLE), Division 245, was a labor organization in an industry affecting commerce within the meaning of Sections 402(i) and 402(j) of Title 29, United States Code.

COUNT ONE

From on or about January 22, 1997 through on or about October 18, 1999, in the District of Wyoming, the Defendant, **DOUGLAS W. RODDA**, while an officer, that is, Secretary-Treasurer of Locomotive Engineers, AFL-CIO (BLE), Division 245, did embezzle, steal and unlawfully and willfully abstract and convert to his own use the moneys and funds of said labor organization in the approximately amount of \$26,150.00.

In violation of 29 U.S.C. § 501(c).

COUNT TWO

From on or about January 22, 1997 through on or about October 18, 1999, in the District of Wyoming, the Defendant, **DOUGLAS W. RODDA**, did willfully make or cause to be made false entries in the records required to be maintained by Section 436 of Title 29, United States Code, that is the Defendant made checks payable to himself and his wife and noted in the "memo" portion of certain checks that the checks were for expenses when in fact reimbursement for expenses was not due, and concealed from Union officials that he had received the checks.

In violation of 29 U.S.C. § 439(c).

COUNT THREE

On or about March 14, 1998, through and including March 25, 1999, in the District of Wyoming, the Defendant, **DOUGLAS W. RODDA**, did make and cause to be made false material facts knowing them to be false in a report or document required to be filed by the

Locomotive Engineers, AFL-CIO (BLE), Division 245, with the Secretary of Labor pursuant to Section 431 of Title 29, United States Code, that is, the annual financial report form (LM-3).

In violation of 29 U.S.C. § 439(b).

DATED this 25th day of August, 2003.

MATTHEW H. MEAD
United States Attorney

By: 
FRANCIS LELAND PICO
Assistant United States Attorney

PENALTY SUMMARY

DATE:

8/25, 2003

DEFENDANT NAME:

DOUGLAS W. RODDA

ADDRESS:

OFFENSE AND PENALTIES:

OFFENSE: Ct. 1: 29 U.S.C. § 501(c) (embezzlement of union funds)

PENALTIES: Not more than 5 YEARS IMPRISONMENT
\$250,000 FINE
Not more than 3 YEARS SUPERVISED RELEASE
\$100 SPECIAL ASSESSMENT

OFFENSE: Ct. 2: 29 U.S.C. § 439(c) (False entries into books and records of Labor Union)

PENALTIES: Not more than 1 YEAR IMPRISONMENT
\$100,000 FINE
Not more than 1 YEAR SUPERVISED RELEASE
\$25 SPECIAL ASSESSMENT

OFFENSE: Ct. 3: 29 U.S.C. § 439(b) (False statement)

PENALTIES: Not more than 1 YEAR IMPRISONMENT
\$100,000 FINE
Not more than 1 YEAR SUPERVISED RELEASE
\$25 SPECIAL ASSESSMENT

TOTALS: Not more than 7 YEARS IMPRISONMENT
\$450,000 FINE
Not more than 5 YEARS SUPERVISED RELEASE
\$150 SPECIAL ASSESSMENT

AGENT: Karen Sullivan, U.S.
Dept. of Labor

AUSA: Lee Pico

ESTIMATED TIME OF TRIAL:

INTERPRETER NEEDED:

five days or less
 over five days
 other

Yes
 No

THE GOVERNMENT:

will
 will not

The court should not grant bond because the defendant is not bondable because there are detainers from other jurisdictions

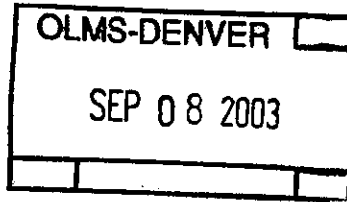
SEEK DETENTION IN THIS CASE.

FIELD
DISTRICT OF WYOMING
CHEYENNE

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CLERK
U.S. DISTRICT COURT

FRANCIS LELAND PICO
Assistant United States Attorney
Post Office Box 668
Cheyenne, WY 82003-0668
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MICHAEL D. NEWMAN
Attorney at Law
P.O. Box 1000
Rock Springs, WY 82902
(307)382-6443

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING

UNITED STATES OF AMERICA)

Plaintiff,)

v.)

DOUGLAS W. RODDA,)

Defendant.)

Criminal No. 03CR180-J

PLEA AGREEMENT

PARTICULARIZED TERMS:

1. Pursuant to Rule 11(e), Fed. R. Crim. P., the United States by and through Assistant United States Attorney, FRANCIS LELAND PICO, for the District of Wyoming, and the Defendant, DOUGLAS W. RODDA, and attorney for the Defendant, MICHAEL D. NEWMAN, mutually agree as follows:

COUNT(S) PLEADING TO:

2. The Defendant, DOUGLAS W. RODDA, agrees to plead guilty to the following:

(A) Count One of the Information alleging embezzlement of union funds in violation of 29 U.S.C. § 501(c).

Class: D felony pursuant to 18 U.S.C. § 3559

Penalty: Not more than five (5) years

Fine: \$250,000 pursuant to 18 U.S.C. §3571

Supervised Release: Not more than three (3) years pursuant to 18 U.S.C. § 3583.

Special Assessment: \$100.00.

(B) Count Two of the Information alleging false entries in violation of 29 U.S.C. § 439(c).

Class: A misdemeanor pursuant to 18 U.S.C. § 3559

Penalty: Not more than one (1) year

Fine: \$100,000 pursuant to 18 U.S.C. §3571

Supervised Release: Not more than one (1) year pursuant to 18 U.S.C. § 3583.

Special Assessment: \$25.00.

(C) Count Three of the Information alleging false statements on the books and records of a Union in violation of 29 U.S.C. § 439(b).

Class: A misdemeanor pursuant to 18 U.S.C. § 3559

Penalty: Not more than one (1) year

Fine: \$100,000 pursuant to 18 U.S.C. §3571

Supervised Release: Not more than one (1) year pursuant to 18 U.S.C. § 3583.

Special Assessment: \$25.00.

WAIVER OF CONSTITUTIONAL RIGHTS:

3. The Defendant acknowledges that by pleading guilty, he waives certain constitutional rights, including the following:

- a. If Defendant persisted in a plea of not guilty to the charges against him, he would have the right to a public and speedy trial. The trial could be either a jury trial or a trial by the judge sitting without a jury.
- b. If the trial is a jury trial, the jury would be composed of twelve lay persons selected at random. Defendant and his attorney would have a say in jury selection by removing prospective jurors for cause where actual bias or other disqualification is shown, or without cause by exercising so-called peremptory challenges. The jury would have to agree unanimously before it could return a

verdict of either guilty or not guilty. The jury would be instructed that the Defendant is presumed innocent, and that it could not convict him unless, after hearing all the evidence, it was persuaded of Defendant's guilt beyond a reasonable doubt.

- c. If the trial is held before a judge without a jury, the judge would find the facts and determine, after hearing all the evidence, whether or not he was persuaded of Defendant's guilt beyond a reasonable doubt.
- d. At a trial, whether by a jury or a judge, the Government would be required to present its witnesses and other evidence against Defendant. Defendant would be able to confront those Government witnesses and his attorney would be able to cross-examine them. In turn, Defendant could present witnesses and other evidence in his own behalf. If the witnesses for Defendant would not appear voluntarily, he could require their attendance through the subpoena power of the court.
- e. At a trial, Defendant would have the privilege against self-incrimination so that he could decline to testify, and no inference of guilt could be drawn from his refusal to testify. If Defendant desired to do so, he could testify in his own behalf.

4. Defendant understands that by pleading guilty, he is waiving all the rights set forth in the prior paragraph. Defendant's attorney has explained all of those rights to him and the consequences of his waiver of those rights. Defendant further understands that if the court intends to question the Defendant under oath, on the record, and in the presence of counsel about the offense to which the Defendant has pleaded, that the Defendant's answers may later be used against the Defendant in a prosecution for perjury or false statement, or false declarations before the Court.

5. The Defendant further acknowledges that he has read the Information setting forth the aforementioned charges against him. The Defendant acknowledges that the charges have been fully and carefully explained to him by his attorney, and that he fully understands both the nature and elements of the crimes with which he has been charged and the maximum and minimum penalties to which he could be subjected in the event he is ultimately convicted on said charges.

6. The Defendant agrees that he is pleading guilty because he is, in fact, guilty and not for the purpose of delay, or to protect family members, business associates, or other persons. In addition, the Defendant agrees that he is aware of no circumstances or reasons which would entitle him to withdraw his guilty plea. In this regard, the Defendant further understands and agrees that he will have no right to withdraw his guilty plea in the event the court does not accept the sentencing recommendation of the United States, if any, as set forth below.

FACTUAL BASIS:

7. The Defendant agrees to give to the court a complete and truthful factual basis for this offense to allow the court to accept his plea of guilty.

RELEVANT CONDUCT:

8. Defendant has been advised of § 1B1.3 of the Sentencing Guidelines regarding use of relevant conduct in establishing sentence and has read the advisement regarding supervised release as stated in this Plea Agreement.

JUDGE NOT A PARTY:

9. The parties understand that the sentencing judge is not a party to this Agreement and is free to impose whatever sentence he determines to be justified within the frame-work established by the Federal Sentencing Guidelines and other applicable federal law.

10. The Defendant acknowledges and agrees that he has no right to withdraw his guilty plea once it is voluntarily made upon the basis that he receives a sentence that is different from the recommendation made by the United States and/or his counsel.

NO OTHER AGREEMENT:

11. The parties agree that this Plea Agreement supersedes any and all other agreements or negotiations which the parties may have previously reached or discussed, and this written Plea Agreement embodies each and every term of the agreement among the parties.

DEFENDANT AGREES:

12. The Defendant agrees to cooperate fully and truthfully with the United States as follows:

- a. The Defendant agrees that if the United States determines, in its sole discretion, that he has not provided full and truthful cooperation; has committed any federal, state, or local crime between the date of this Plea Agreement and sentencing; or has otherwise violated any other provision of the Plea Agreement, the Plea Agreement may be voided by the United States. The Defendant shall then be subject to prosecution for any federal crime of which the United States has knowledge, including, but not limited to, perjury, obstruction of justice, and the substantive offenses arising from the instant investigation.
- b. The Defendant agrees to pay to the United States District Court Clerk for the District of Wyoming a Special Assessment in the amount of \$150.00, in cash, prior to the time of his entry of plea.
- c. The Defendant agrees that he will not serve as an officer, director, trustee, member of any executive board or similar governing body, business agent, manager, organizer, employee, or representative in any capacity of an labor organization (as defined in 29 U.S.C. 402) and/or as a consultant or adviser to any labor organization. The Defendant also agrees that he will not serve in any

capacity, other than his capacities as a member of any labor organization, that involves decision making authority concerning, or decision making authority over, or custody of, or control of, the moneys, funds, assets, or property of any labor organization.

- d. The Defendant further agrees that he will not serve in a position which entitles him to a share of the proceeds of, or as an officer or executive or administrative employee of, any entity whose activities are in whole or substantial part devoted to providing goods or services to any labor organization. In addition, he will not serve as a labor relations consultant or labor adviser to a person engaged in an industry or activity affecting interstate commerce, or as an officer, director, agent, or employee of any group or association of employers dealing with any labor organization. The Defendant agrees he will not serve in a position having specific collective bargaining authority or direct responsibility in the area of labor-management relations in any corporation or association engaged in an industry or activity affecting interstate commerce.
- e. Defendant further agrees he will not serve as an administrator, fiduciary, officer, trustee, custodian, counsel, agent, employee, or representative in any capacity of any employee benefit plan (as defined in 29 U.S.C. 1002); as a consultant or advisor to an employee benefit plan, including but not limited to any entity whose activities are in whole or substantial part devoted to providing goods or services

to any employee benefit plan; or in any capacity that involves decision making authority or custody or control of the moneys, funds, assets, or property of any employee benefit plan.

- f. Defendant further agrees that he will not serve in any of the positions and capacities listed above until thirteen (13) years after the date of the agreement. However, it is specifically understood that he may accept employment with persons, firms or corporations in a consulting, marketing or public relations capacity wherein he may make presentations to employers and employees (both union and non-union) for promotion of goods and services of said employer, consistent with the restrictions as set out above.
- g. In the event the Defendant violates the provision under the heading Special Conditions prior to the expiration of thirteen (13) years, he agrees to consent to the jurisdiction of the District court of the District of Wyoming, to hear and determine the civil action enforcing the said provisions herein.

13. The Defendant agrees to waive his right to appeal the sentence he receives as a result of this Plea Agreement. However, if the United States appeals the Defendant's sentence pursuant to 18 U.S.C. § 3742(b), the Defendant is released from his waiver.

UNITED STATES AGREES:

14. If the Defendant fully and completely satisfies the requirements set out above, the United States agrees to the following:

- a. If the Defendant fully accepts responsibility during the presentence investigation conducted by the United States Probation Office, the United States agrees to recommend the court grant a reduction of three (3) offense levels to reflect the Defendant's acceptance of responsibility. See U.S.S.G. § 3E1.1(a).
- b. The United States will comment on the evidence and circumstances of the case and bring to the Court's attention all aggravating and mitigating facts relevant to sentencing. The Government reserves the right to rebut any statement made by or on behalf of the Defendant at sentencing. Nothing in this Agreement shall limit the United States in its comments, responses, or the filing of any motions regarding sentencing matters.
- c. The United States shall recommend that the Defendant be allowed to remain free on an unsecured bond, between the time of entry of his plea of guilty and the time of his sentencing.

- d. The United States agrees that it will not oppose Defendant's request that he be allowed to voluntarily surrender at the commencement of his incarceration.
- e. The United States further agrees that it will not oppose Defendant's request for designation to a penal institution located near his family consistent with the security level allowable for him.
- f. The United States agrees that this Agreement does not prevent the Defendant from asking the Court for a further downward departure at the time of sentencing.

ADDITIONAL MATTERS:

SUPERVISED RELEASE:

15. The Defendant understands and agrees that in the event the court imposes a term of supervised release as a part of his sentence, that the terms of that Supervised Release will include conditions that he not commit any other federal, state or local crimes, that he not unlawfully possess controlled substances, and any other terms and conditions which the Court deems appropriate. Defendant further understands and agrees that if he is found to have violated any of the terms of and conditions of Supervised Release, such release may be revoked and he then may be sentenced to serve an additional term of imprisonment, in addition to the term of imprisonment originally imposed.

SPECIAL ASSESSMENT, FINE AND/OR RESTITUTION:

16. The Defendant agrees to pay the special assessment amount of \$150.00 in cash, to the United States District Court for the District of Wyoming prior to the time of his entry of plea. The Defendant further agrees that any court-ordered fine or restitution will be payable either immediately at the time of his sentencing or in accordance with a payment schedule established by the court or by the federal probation office at the direction of the court, which payment schedule will in any event provide that the total amount of said fine or restitution shall be payable in full no later than 30 days prior to the expiration of his period of supervised release or probation.

17. A fine or restitution which the Court states is due "in full immediately" is deemed delinquent if not paid within 30 days from the date of entry of judgment, and a penalty of ten percent (10%) of the principal amount delinquent will be imposed. A fine or restitution is considered in default if payment is more than 90 days past due, and a penalty of fifteen percent of the principal amount in default will be imposed. A penalty equal to 25 percent of the principal amount in default will thus be imposed if the Court orders payment "in full immediately"; and the required payment is not made within 90 days of entry of the judgment. 18 U.S.C. § 3612(g).

The Court may allow payment of a fine or restitution in installments. An installment payment is deemed delinquent if not paid within 30 days from the date due, and a penalty of ten percent (10%) of the principal amount delinquent will be imposed. An installment payment is considered in default if payment is more than 90 days past due, and a penalty of fifteen percent of the principal amount in default will be imposed. Failure to pay an installment within 90 days

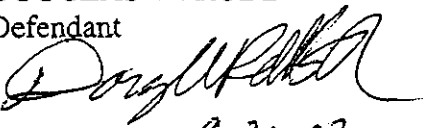
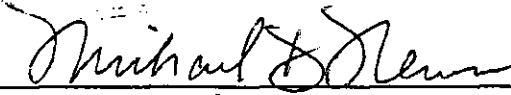

of the due date also permits the United States to declare the entire unpaid balance of the fine or restitution, including penalties and interest if appropriate, due in full within 30 days. 18 U.S.C. § 3612(g).

Payment of a fine or restitution, whether due in full immediately or by installment payments, may be made by check or money order payable to the Clerk of the United States District Court, and mailed to 2120 Capitol Avenue, Room 2131, Cheyenne, Wyoming, 82001.

In the event the court does not make a fine or restitution award payable immediately, the Defendant further agrees that he will participate in the Bureau of Prison's Inmate Financial Responsibility Program in order to make regular payments on his fine or restitution obligation during any period of imprisonment to which he may be sentenced.

18. If the terms of this Plea Agreement require the Defendant to pay a fine and/or make restitution subsequent to the imposition of any sentence by the court, the Defendant agrees to make a complete financial disclosure to the United States and in the form requested by the United States prior to

the imposition of that sentence. If the fine and/or restitution is paid in full prior to any sentence, then such a financial disclosure is not required unless ordered by the court.

<p>DOUGLAS W. RODDA Defendant</p>  <p>8-20-03</p>	 <p>MICHAEL D. NEWMAN Attorney for Defendant</p> <p>8/21/03</p>
<p>DATED</p> <p>John R. Green</p>	<p>DATED</p> 
<p>JOHN R. BARKSDALE Criminal Chief Attorney for the Government</p> <p>25 Aug 03</p>	<p>FRANCIS LELAND PICO Assistant United States Attorney Attorney for the Government</p> <p>8/25/03</p>
<p>DATED</p>	<p>DATED</p>