

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON

UNITED STATES OF AMERICA)	
)	
v.)	CR No. 04- 493-HA
)	
BEVERLY JACKSON,)	<u>INDICTMENT</u>
)	29 U.S.C. § 501(c)
Defendant.)	[Embezzlement of Labor Union Assets]

THE GRAND JURY CHARGES:

I. Introduction:

1. Beverly Jackson, defendant herein, while acting as a full time paid officer of the Communication Workers of America, Local 7901, AFL-CIO, embezzled, stole, and unlawfully and willfully abstracted and converted to her own use moneys and funds of said labor organization by taking money to which she was not entitled.

2. Beverly Jackson was the Executive Vice President of the Communication Workers of America, Local 7901, AFL-CIO, (hereinafter the "union") from Autumn of 1992 through August 2001. As Executive Vice President, Beverly Jackson, was a full time paid employee of the union.

3. As a union representative, Beverly Jackson at times performed union business, such as dealing with grievances and labor negotiations, for Qwest Corporation. Qwest Corporation

would pay **Beverly Jackson** for the time she spent on this union business. However, as the Executive Vice President of the union, union financial rules required that any money **Beverly Jackson** received from Qwest Corporation for union business she performed while an officer of the union, be reimbursed to the union because the union was already paying her a full time salary. Defendant was required by union rules to provide her Qwest Corporation paycheck stubs for any week she performed union work for Qwest Corporation and for which she was paid by Qwest Corporation so that her union payroll could be deducted accordingly. Defendant embezzled, stole, and unlawfully and willfully abstracted and converted to her own use the moneys and funds of her labor organization by failing to report all of her extra income she was receiving from Qwest Corporation. Defendant's actions amounted to her being "double paid," by both the union and Qwest Corporation, for the union activities she performed. Through her actions defendant received approximately \$52,499.76 in duplicate salary payments from the union, from January 1997 through July 2001, to which she was not entitled.

4. In an effort to conceal her embezzlement, theft, abstraction, and conversion of labor organization monies, defendant failed to provide to the union all of her records of payment and failed to maintain necessary records.

5. The Communication Workers of America, Local 7901, AFL-CIO, is a labor organization engaged in an industry affecting commerce and whose members primarily work for telecommunication firms, such as Qwest Corporation, and some printing companies. The labor organization has approximately 1,800 members. The Communication Workers of America, Local 7901, AFL-CIO, has two full time paid officer positions, President and Executive Vice President, and one half time paid officer position, Secretary-Treasurer.

Counts 1 through 3
Embezzlement of Labor Union Assets
29 U.S.C. § 501(c)

1. The allegations in paragraphs 1 through 5 of the introduction of this indictment are realleged herein and incorporated by reference.

2. On or between the dates specified below, in the District of Oregon, **Beverly Jackson**, defendant herein, while an officer and an employee of the Communication Workers of America, Local 7901, AFL-CIO, a labor organization engaged in an industry affecting commerce, did embezzle, steal, and unlawfully and willfully abstract and convert to her own use the moneys and funds of said labor organization, to-wit:

Count	Date	Item and Amount
1	On or between January 1, 2001 and August 31, 2001	Defendant failed to reimburse approximately \$4,068.25 to the Communication Workers of America, Local 7901, AFL-CIO, when she did not inform the union of payments she received from Qwest Corporation which she was required to have withheld from her union salary.
2	On or between January 1, 2000 and December 31, 2000	Defendant failed to reimburse approximately \$14,458.56 to the Communication Workers of America, Local 7901, AFL-CIO, when she did not inform the union of payments she received from Qwest Corporation which she was required to have withheld from her union salary.
3	On or between January 1, 1999 and December 31, 1999	Defendant failed to reimburse approximately \$14,930.84 to the Communication Workers of America, Local 7901, AFL-CIO, when she did not inform the union of payments she received from Qwest Corporation which she was required to have withheld from her union salary.

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

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Sentencing Allegations:

1. The loss was more than \$30,000, but less than \$70,000; and,
2. The defendant abused a position of public or private trust, or used a special skill, in a manner that significantly facilitated the commission or concealment of the offense.

DATED this 23rd day of November, 2004.

A TRUE BILL.



FOREPERSON

KARIN J. IMMERGUT, OSB # 96314
United States Attorney
District of Oregon



SCOTT M. KERIN, OSB #96512
Assistant United States Attorney