

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

RECEIVED

03 MAR 26 PM 12:53

ROBERT R. DI TROLLO
CLERK U.S. DIST. CT.
W.D. OF TN, MEMPHIS

03-I-008

03-2014 Ma V

UNITED STATES OF AMERICA,

PLAINTIFF,

vs.

WILLIAM KLYCE,

DEFENDANT.

*
*
*
*
*

CR. NO.

29 U.S.C. § 439(c)
18 U.S.C. § 2
(MISDEMEANOR)

FILED BY

AGS

MAR 26 2003

INFORMATION

THE UNITED STATES ATTORNEY CHARGES:

COUNT 1

Robert R. Di Trollo, Clerk
U. S. DIST COURT
W. D. OF TN, MEMPHIS

1. At all times material to this Information, the International Alliance of Theatrical Stage Employees Local 69 was a labor organization in an industry affecting commerce within the meaning of §§ 402(i) and 402(j) of Title 29, United States Code.

2. At all times material to this Information, the International Alliance of Theatrical Stage Employees Local 69 provided producers of various theatrical shows and conventions staged in Memphis, Tennessee, with the services of its member stagehands, grips and carpenters. In this role the union acted as both an employment agent and paymaster. Acting as an employment agent, the union would provide a producer of a particular theatrical show or convention with the workers the producer required to stage the particular event. At the conclusion of the event the union would submit an official union invoice to the producer which identified which union members had worked at the particular event, the

dates they had worked and the amount of gross pay due the individual union member. The union had previously contracted with a payroll company ("the payroll company") to act as paymaster for the union. Based upon the union invoice the producer would pay the payroll company the total amount of the invoice, and the payroll company, acting as paymaster, would then collect and pay federal income tax withholding and social security payments and pay the individual members based upon the figures contained in the invoice, less any social security payments and federal income tax withholding due and owing.

3. At all times material to this Information, the defendant was employed by Local 69 of the International Alliance of Theatrical and Stage Employees as a business agent.

4. On or about August of 1998, in the Western District of Tennessee, the defendant,

-----**WILLIAM KLYCE**-----

being aided and abetted by others, did willfully make and cause to be made a false entry in a record required to be maintained by § 436 of Title 29, United States Code, that is, an invoice from Local 69 of the International Alliance of Theatrical and Stage Employees to the producers of the Helen Brett Gift Show for services provided by members of Local 69, and which showed amounts of wages due and owing to union members who worked at the Helen Brett Gift Show, a record on matters required to be reported in the annual financial report of the International Alliance of Theatrical Stage Employees Local 69 required to be filed with the Secretary of Labor.

All in violation of Title 29, United States Code, § 439(c) and Title 18, United States

Code, § 2 .

[nmt 1 yr imprisonment, a fine of nmt \$100,000.00, or both,
together with a term of supervised release of nmt 1 yr and a
mandatory special assessment of \$25.00]

Terrell L. Harris
United States Attorney
Western District of Tennessee

DATE: _____

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

vs.

WILLIAM KLYCE,

Defendant.

*

*

*

*

*

*

03-I-008

CR. NO. 03-20114-MaV

PLEA AGREEMENT

The United States of America ("United States") and William Klyce, the defendant in this action, hereby agree to the following terms, conditions and understandings:

1. The defendant agrees to plead guilty to an information charging him with one count of violating Title 29, United States Code, § 439(c) and Title 18, United States Code, § 2. The parties agree that this violation is punishable by no more than one year imprisonment, a fine of no more than \$1000,000.00, or both, together with a term of supervised release of no more than one year and a mandatory special assessment of \$25.00.

COPY

2. Pursuant to Fed. R. Crim. P. 11(e)(1), the United States will recommend to the district court that the defendant be sentenced to the low end of the applicable sentencing guideline. It is understood by the parties hereto that this recommendation is not binding upon the district court.

3. The United States agrees that in consideration of the defendant's plea of guilty to the one count information described herein, it will not prosecute the defendant for his role in violations of federal law arising from the reporting of wages and social security credits that the defendant earned while a member of Local 66 of the International Alliance of Theatrical Stage Employees on jobs in which the union submitted an official union invoice to the producer of the event detailing the individual union members who had worked on the particular job and which occurred during calendar years 1996, 1997 and 1998.

4. The parties further agree that if the defendant moves to withdraw his guilty plea in this case and is successful, then Paragraph 3, herein, shall be rendered null and void and the government shall be released from its promise not to prosecute the defendant as set forth in Paragraph 3, herein.

COPY

The undersigned parties do hereby consent and agree to the terms herein this 21st day of May, 2003.

Joseph C. Murphy, Jr.
Joseph C. Murphy, Jr.
Assistant U.S. Attorney

Mr. Randolph W. Alden
Assistant Federal Defender
Attorney for Defendant William Klyce

William Klyce
Defendant

COPY