



4. The scheme consisted of the defendant, **C. MICHAEL VENCILL**, preparing and negotiating unauthorized checks from the Union's National City Bank account to himself, his family members, and various companies with which he had non-Union related accounts and dealings. The companies included First USA Bank, Ameritech, Dayton Power & Light, A.J. Painting, Dinn Brothers, Photo Sports Center, Pingles Trophies, and O.C.M.A..

5. As part of the scheme, the defendant, **C. MICHAEL VENCILL**, used a signature stamp bearing the Union president's signature in an unauthorized manner and without the president's knowledge or consent. The defendant, **C. MICHAEL VENCILL**, also wrote checks in amounts requiring Executive Board approval without obtaining that approval. The defendant, **C. MICHAEL VENCILL**, attempted to hide what he had done by falsely reporting Union meeting minutes and failing to provide the Union with financial records he was required to maintain.

6. As secretary-treasurer, the defendant, **C. MICHAEL VENCILL**, was responsible for running the Union's office, recording and maintaining general membership and executive board meeting minutes, writing and signing Union checks, paying the Union's bills, keeping and maintaining the Union's financial records, providing financial reports to the Union's executive board, and preparing, signing, and filing the Union's annual LM-3 financial reports with the United State's Department of Labor.

7. While the defendant, **C. MICHAEL VENCILL**, was the secretary-treasurer, the Union had one checking account and one savings account. Both accounts were held by National City Bank.

8. The sole method by which the Union disbursed money was by check from the Union's National City Bank account. Each check had to have two original signatures belonging to authorized officers of the Union. While the Union did have a signature stamp for its president, its use was not authorized on checks.

9. In addition to the dual signature requirement on the checks, Executive Board approval was required for all nonrecurring Union expenditures over \$100.00.

10. The defendant, **C. MICHAEL VENCILL**, helped write the Union by-laws which set forth the requirements for financial disbursements.

11. For the years 1998 and 1999, the defendant, **C. MICHAEL VENCILL**, underreported the allowances and disbursements he received on the annual financial reports he prepared, signed, and filed with the United States Department of Labor.

12. When he ceased to be the Union's secretary-treasurer, the defendant, **C. MICHAEL VENCILL**, failed to provide the Union with the financial records he was required to maintain, and he advised the Union officers that he had given them everything he possessed.

13. Between January 9, 1998 and June 10, 2000, the defendant, **C. MICHAEL VENCILL**, executed his scheme to embezzle and convert to the use of himself and others a total of approximately \$13,034 in Union money, funds, and assets. This includes \$1,076 in excess salary and/or expense payments to himself, \$4,449 to family members, \$2,095 for his personal credit card bills, \$2,803 for his personal telephone and utility bills, and \$2,611 to various vendor companies for non-Union related expenditures.

14. On or about each of the specific dates below, each date representing a separate count and offense, in the Southern District of Ohio, the defendant, C. MICHAEL VENCILL while an officer and employee of a labor organization, to wit: the secretary-treasurer of the Union, did willfully and unlawfully embezzle, steal and convert to his own use and the use of others moneys, funds, and assets of the Union.

15. The foregoing enumerated paragraphs are incorporated by reference into each of the following counts:

| <u>Count</u> | <u>Date</u> | <u>Check No.</u> | <u>Payee</u> | <u>Amount</u> |
|--------------|-------------|------------------|--------------|---------------|
| 1            | 6/12/99     | 14333            | Ameritech    | \$156.81      |
| 2            | 7/13/99     | 14361            | Ameritech    | \$139.89      |
| 3            | 8/4/99      | 14378            | Ameritech    | \$ 87.84      |
| 4            | 9/22/99     | 14392            | Ameritech    | \$ 87.33      |
| 5            | 10/19/99    | 14401            | Ameritech    | \$130.90      |
| 6            | 11/16/99    | 14413            | Ameritech    | \$102.56      |
| 7            | 12/13/99    | 14429            | Ameritech    | \$ 99.66      |
| 8            | 1/12/00     | 14453            | Ameritech    | \$ 96.03      |
| 9            | 2/14/00     | 14479            | Ameritech    | \$110.49      |
| 10           | 3/14/00     | 14519            | Ameritech    | \$ 81.59      |
| 11           | 5/4/00      | 14563            | Ameritech    | \$226.00      |
| 12           | 6/1/00      | 14583            | Ameritech    | \$ 78.58      |

[Total to Ameritech in Counts 1-12: \$1,397.68.]

| <u>Count</u> | <u>Date</u> | <u>Check No.</u> | <u>Payee</u>         | <u>Amount</u> |
|--------------|-------------|------------------|----------------------|---------------|
| 13           | 11/16/99    | 14415            | Dayton Power & Light | \$148.11      |
| 14           | 12/12/99    | 14427            | Dayton Power & Light | \$183.81      |
| 15           | 1/12/00     | 14454            | Dayton Power & Light | \$212.19      |
| 16           | 2/14/00     | 14478            | Dayton Power & Light | \$296.56      |
| 17           | 3/14/00     | 14518            | Dayton Power & Light | \$239.66      |
| 18           | 3/29/00     | 14527            | Dayton Power & Light | \$193.29      |
| 19           | 6/1/00      | 14582            | Dayton Power & Light | \$131.70      |

[Total to Dayton, Power & Light in Counts 13-19: \$1,405.32]

|    |          |       |                |          |
|----|----------|-------|----------------|----------|
| 20 | 7/7/99   | 14354 | First USA Bank | \$240.33 |
| 21 | 10/15/99 | 14398 | First USA Bank | \$200.00 |
| 22 | 11/16/99 | 14414 | First USA Bank | \$204.75 |
| 23 | 12/13/99 | 14428 | First USA Bank | \$150.00 |
| 24 | 1/12/00  | 14455 | First USA Bank | \$100.00 |
| 25 | 2/14/00  | 14480 | First USA Bank | \$200.00 |
| 26 | 3/14/00  | 14520 | First USA Bank | \$100.00 |
| 27 | 4/25/00  | 14544 | First USA Bank | \$300.00 |

| <u>Count</u>                             | <u>Date</u> | <u>Check No.</u> | <u>Payee</u>    | <u>Amount</u> |
|------------------------------------------|-------------|------------------|-----------------|---------------|
| 28                                       | 5/8/00      | 14565            | First USA Bank  | \$600.00      |
| [Total First USA Bank, Counts 20-28:     |             |                  |                 | \$2,095.08]   |
| 29                                       | 2/26/99     | 14234            | A.J. Painting   | \$230.00      |
| 30                                       | 3/29/99     | 14262            | A.J. Painting   | \$283.55      |
| [Total to A.J. Painting in Counts 29-30: |             |                  |                 | \$513.55]     |
| 31                                       | 2/26/99     | 14235            | Dinn Brothers   | \$169.25      |
| 32                                       | 5/17/99     | 14308            | Dinn Brothers   | \$243.45      |
| 33                                       | 6/10/99     | 14330            | Dinn Brothers   | \$ 77.45      |
| [Total to Dinn Brothers in Counts 31-33: |             |                  |                 | \$490.15]     |
| 34                                       | 1/11/99     | 14184            | C.B. Vencill    | \$100.00      |
| 35                                       | 1/25/99     | 14206            | C.B. Vencill    | \$ 80.00      |
| 36                                       | 4/10/00     | 14535            | C.B. Vencill    | \$250.00      |
| 37                                       | 4/17/00     | 14540            | C.B. Vencill    | \$150.00      |
| 38                                       | 5/17/00     | 14572            | C.B. Vencill    | \$150.00      |
| [Total to C.B. Vencill in Counts 34-38:  |             |                  |                 | \$730.00]     |
| 39                                       | 4/19/99     | 14291            | Rebecca Vencill | \$ 50.00      |
| 40                                       | 7/22/99     | 14367            | Rebecca Vencill | \$ 96.00      |

| <u>Count</u> | <u>Date</u> | <u>Check No.</u> | <u>Payee</u>    | <u>Amount</u> |
|--------------|-------------|------------------|-----------------|---------------|
| 41           | 12/21/99    | 14438            | Rebecca Vencill | \$100.00      |
| 42           | 1/5/00      | 14450            | Rebecca Vencill | \$ 72.00      |
| 43           | 2/9/00      | 14477            | Rebecca Vencill | \$ 85.00      |
| 44           | 2/16/00     | 14489            | Rebecca Vencill | \$ 81.00      |

[Total to Rebecca Vencill in Counts 39-44: \$484.00]

|    |         |       |               |          |
|----|---------|-------|---------------|----------|
| 45 | 2/24/00 | 14499 | Verla Vencill | \$ 80.00 |
| 46 | 3/2/00  | 14509 | Verla Vencill | \$ 75.00 |
| 47 | 3/22/00 | 14522 | Verla Vencill | \$100.00 |
| 48 | 4/6/00  | 14534 | Verla Vencill | \$ 80.00 |
| 49 | 4/11/00 | 14536 | Verla Vencill | \$ 85.00 |
| 50 | 4/18/00 | 14542 | Verla Vencill | \$ 96.00 |
| 51 | 4/25/00 | 14543 | Verla Vencill | \$ 85.00 |
| 52 | 4/26/00 | 14546 | Verla Vencill | \$500.00 |
| 53 | 5/3/00  | 14561 | Verla Vencill | \$ 85.00 |
| 54 | 5/10/00 | 14567 | Verla Vencill | \$110.00 |
| 55 | 5/18/00 | 14575 | Verla Vencill | \$110.00 |
| 56 | 5/19/00 | 14576 | Verla Vencill | \$ 75.00 |
| 57 | 5/24/00 | 14579 | Verla Vencill | \$ 80.00 |
| 58 | 6/2/00  | 14584 | Verla Vencill | \$ 72.00 |

[Total to Verla Vencill in Counts 45-58: \$1,633.00]

| <u>Count</u> | <u>Date</u> | <u>Check No.</u> | <u>Payee</u>  | <u>Amount</u> |
|--------------|-------------|------------------|---------------|---------------|
| 59           | 7/30/99     | 14374            | Jason Vencill | \$350.00      |

all in violation of 29 U.S.C. § 501(c).

**COUNT 60**  
(Misdemeanor)

On or about March 9, 1999, in the Southern District of Ohio, the defendant, **C. MICHAEL VENCILL**, did make a false statement and representation of a material fact, knowing it to be false, and knowingly failed to disclose a material fact in a document, report, or other information required under Title II of the Act of September 14, 1959, P.L. 86-257, 73 Stat. 524, generally known as 29 U.S.C. § § 431, et seq.; to wit: falsely reporting the allowances and disbursements he had received during the period January 1, 1998 through December 31, 1998 in Form LM-3, Labor Organization Annual Report.

In violation of 29 U.S.C. § 439(b).

**COUNT 61**  
(Misdemeanor)

On or about April 29, 2000, in the Southern District of Ohio, the defendant, **C. MICHAEL VENCILL**, did make a false statement and representation of a material fact, knowing it to be false, and knowingly failed to disclose a material fact in a document, report, or other information required under Title II of the Act of September 14, 1959, P.L. 86-257, 73 Stat. 524, generally known as 29 U.S.C. § § 431, et seq.; to wit: falsely reporting the allowances and



disbursements he had received during the period January 1, 1999 through December 31, 1999 in Form LM-3, Labor Organization Annual Report.

In violation of 29 U.S.C. § 439(b).

**COUNT 62**  
(Misdemeanor)


On or between January 9, 1998 and June 10, 2000, in the Southern District of Ohio, the defendant, C. MICHAEL VENCILL, did willfully make a false entry in and did willfully conceal, withhold and destroy books, records, reports, and statements required to be kept by any provision of Title II of Act September 14, 1959, P.L. 86-257, 73 Stat. 524, generally known as 29 U.S.C. § § 431, et seq.; to wit: by falsely reporting minutes of Union Executive Board meetings and by concealing, withholding, and destroying Union records including minutes from general membership and Executive Board meetings, cancelled checks, check stubs, bank records, and supporting documentation for disbursements.

In violation of 29 U.S.C. § 439(c).

A TRUE BILL

  
FOREPERSON

GREGORY G. LOCKHART  
United States Attorney

  
J. RICHARD CHEMA  
Chief, Criminal Division