

INDEPENDENT DISCIPLINARY OFFICERS

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Independent Review Officer
Hon. Barbara S. Jones (Ret.)

Independent Investigations Officer
Robert D. Luskin, Esq.

June 14, 2022

Via Electronic Mail

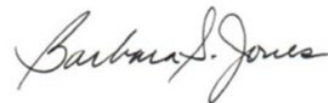
Edward M. Gleason, Jr.
General Counsel
International Brotherhood of Teamsters
25 Louisiana Avenue, N.W.
Washington, DC 20001

Re: Charges Against Stanley Stroud

Dear Mr. Gleason:

On March 30, 2022, a Charge Report was filed against former Local Union 137 Business Agent Stanley Stroud, which was adopted by General President O'Brien on April 6, 2022. On June 13, 2022, I received a Settlement Agreement from the IBT resolving the charges against Mr. Stroud. Pursuant to Paragraph 36 of Final Agreement and Order ("Final Order"), approved on February 17, 2015, in *United States v. International Brotherhood of Teamsters, et. al.*, 88 Civ. 4486 (LAP), I write to notify you of my determination that the Settlement Agreement is "not inadequate."

Sincerely,



Hon. Barbara S. Jones (Ret.)
Independent Review Officer

cc: Robert D. Luskin
David Kluck
Daniel Healy

AGREEMENT AND RELEASE

This Agreement and Release is entered into by and between Stanley Stroud and the International Brotherhood of Teamsters ("IBT").

WHEREAS, on or about March 30, 2022, Robert D. Luskin, Independent Investigations Officer ("IIO"), filed Proposed Charges against former Teamsters Local 137 Business Agent Stanley Stroud ("Stroud") with the General President of the International Brotherhood of Teamsters; and

WHEREAS, the Proposed Charges included, in part, the IIO's recommendation that a charge be filed against Stroud for bringing reproach upon the IBT in violation of his membership oath (IBT Const., Art. II, Sec. 2(a)), thereby violating IBT Const. Art. XIX, Sec. 7(b)(2);

WHEREAS, the Proposed Charges alleged, in part, that while a member of the IBT and a Business Agent for Local 137, and while driving a Union-owned vehicle during normal business hours, Stroud was arrested for transporting approximately four pounds of suspected methamphetamine and a large quantity of U.S. currency; and

WHEREAS; based on the Proposed Charges, the IBT, pursuant to Paragraph 32 of the Final Agreement and Order dated February 17, 2015 entered in U.S. v I.B.T, 88 Civ. 4486 (S.D.N.Y.), has the discretion of whether to file disciplinary charges against Stroud as provided for in the IBT Constitution; and

WHEREAS, Stroud has expressed his desire to avoid a disciplinary hearing conducted pursuant to the IBT Constitution and to amicably resolve all and any issues with respect to his continued membership in the IBT;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, it is stipulated and agreed between Stroud and the IBT that:

1. Stroud shall immediately forfeit and withdraw his membership in the IBT and all of its subordinate bodies, including Teamsters Local 137, and he will take all further action, if deemed necessary by the IBT, to terminate his membership in the IBT and all of its subordinate bodies, including Teamsters Local 137;
2. Stroud will not seek nor apply for membership in the IBT or any its Local Unions or other subordinate bodies anytime in the future;
3. The IBT agrees that it will not institute a disciplinary hearing against Stroud conducted pursuant to the IBT Constitution based on the Proposed Charges;
4. Stroud hereby irrevocably release the IBT, its officers and their families, Trustees, employees, agents, representatives, affiliated entities and their successors and assigns ("Releasees"), of any and all claims, contracts,

grievances, complaints, charges, actions, causes of action or other bases of liability of any kind which Stroud or his heirs, executors, administrators, successors or assigns have, had or may have against the Releasees, jointly or individually, arising out of or related to Stroud's membership in the IBT or the termination thereof including, but not limited to, any and all claims which Stroud could have raised under common law, including retaliation and breach of contract, and any and all claims arising under the National Labor Relations Act (29 U.S.C. § 151, et seq.); the Labor-Management Reporting and Disclosure Act of 1959 (29 U.S.C. 401 et seq.); the Civil Rights Act of 1866 (42 U.S.C. § 1981); Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000e-5, et seq.), the Fair Labor Standards Act (29 U.S.C. § 201, et seq.); the Equal Pay Act (29 U.S.C. § 206, et seq.); the Age Discrimination in Employment Act (29 U.S.C. § 621, et seq.); the Older Workers Benefit Protection Act; the Employee Retirement Income Security Act (29 U.S.C. § 1001, et seq.); the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.); the Family and Medical Leave Act (29 U.S.C. § 2601, et seq.); or any other federal, state or local statute, rule, regulation or ordinance, based on any conduct from the beginning of time up to and including the date of execution of this Agreement and releases and waives any claims alleged or which could have been alleged in a complaint, charge or lawsuit against the IBT.

- 5. Stroud agrees that he will not seek, and hereby knowingly and intentionally waives, reinstatement rights he may have with the IBT and agrees that he will not seek employment with the IBT or any of its Locals Unions or other subordinate bodies in the future.**
- 6. It is expressly understood by Stroud that in return for the promises made by him in this Agreement, the IBT will not institute or conduct a disciplinary hearing based on the Proposed Charges pursuant to the IBT Constitution;**
- 7. Stroud agrees that he shall not, orally or in writing, disparage and/or make any false statements or comments about the IBT, its officers and their families, employees or representatives to any third party, including, but not limited to members of the IBT. The IBT agrees that it will not direct or authorize any of its officers or their families, directors, employees or agents to disparage and/or make any false statements or comments about Stroud.**
- 8. The parties agree that, to the extent permitted by applicable law, this Agreement may only be used as evidence in a subsequent proceeding in which a party hereto alleges a breach of this Agreement.**
- 9. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. If the Releases contained in this Agreement were ruled to be unenforceable, the**

IBT reserves its right to conduct a disciplinary hearing against Stroud based on the Proposed Charges.

10. This Agreement represents the complete understanding between the parties and supersedes any and all prior agreements or understandings, written or oral statements. No other promises or agreements shall be binding or shall modify this Agreement unless in writing and signed by the parties hereto.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions.
12. Stroud acknowledges, represents and warrants, that, without in any way limiting the scope or effect of this Agreement and without in any way limiting the scope or effect the promises made by him in this Agreement:
 - A. He has been advised in writing to consult with an attorney or other advisor of his choice prior to executing this Agreement;
 - B. He fully understands the meaning and effect of this Agreement;
 - C. He fully understands that among the rights knowingly and voluntarily waived in paragraph 2 are the rights to bring any demands, complaints, causes of action, claims and charges under any federal, state or local law, regulation, decision, including the federal Age Discrimination in Employment Act, the Older Workers Benefit Protection Act and any other law that prohibits discrimination in employment on the basis of age, race, color, religion, sex, national origin, disability or marital status;
 - D. This Agreement, with the exceptions expressed, includes a waiver of all demands, complaints, causes of action, claims and charges against the IBT, its Local Unions and all other IBT subordinate bodies, and their officers and their families, employees and agents, whether known or unknown, asserted or unasserted, suspected or unsuspected, which Stroud may have as a result of any act that has heretofore occurred, under any legal theory including, but not limited to, claims for wrongful termination of membership, or that he has been dealt with unfairly or in bad faith, or that the IBT violated any policy or procedure;
 - E. He would not otherwise be entitled to the consideration outlined in this Agreement, and that the IBT is providing such additional consideration in return for his agreement to be bound by the terms of this Agreement;

F. He has fully and carefully read this Agreement in its entirety; that he has had an adequate opportunity to consider it and to consult with an advisor of his choice about it; that he understands all of its terms and conditions; that he has consulted with a representative of his choice, who has answered to your satisfaction all questions he had regarding this Agreement; that he signed this Agreement after consultation with his representative; that he assents to all the terms and conditions herein; and that he signed this Agreement voluntarily and of his own free will;

G. He has been given up to twenty-one (21) days to consider and to sign the Settlement Agreement containing this release, and understands that he has seven (7) days to reconsider his decision to sign the Settlement Agreement and rescind his execution of this Settlement Agreement. If Stroud should sign the Settlement Agreement before the end of the twenty-one (21) day period, such signing shall be considered notice to the IBT of his intent to forfeit his right to consider the Settlement Agreement for the remaining days. In the event that he exercises his right to rescind the Settlement Agreement, all obligations of the IBT under the Settlement Agreement will cease upon such rescission;

13. Each and every obligation and benefit of this Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, successors, assigns and representatives.

14. Any number of counterparts hereof may be executed and each such executed counterpart shall be deemed an original, but all such counterparts together shall constitute one and the same Agreement. Copies of this Agreement with signatures transmitted by facsimile shall be deemed to be original signed versions of this Agreement.

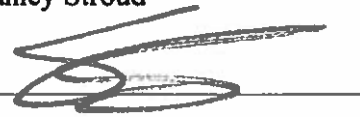
IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

International Brotherhood of Teamsters

By: 

Date 6/6/22

Stanley Stroud



Date 6/6/22