

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon.
v. : Criminal No.
DENNIS J. GIBLIN : Title 18, United States Code,
Sections 664, 1954, and 2

I N F O R M A T I O N

The defendant, having waived in open court prosecution by Indictment, the United States Attorney for the District of New Jersey charges:

Count One
(Employee Benefit Plan Kickback)

Background

1. At all times relevant to this Information:
 - a. Local 68 of the International Union of Operating Engineers (hereinafter "Local 68"), was a "labor organization" within the meaning of Title 29, United States Code, Sections 152(5), 42(i), and 402(j), and was an "employee organization" within the meaning of Title 29, United States Code, Section, 1002(4). Local 68 represented, sought to represent, and would have admitted to membership operating engineers who worked for private and public sector employers in New Jersey.
 - b. Local 68 sponsored the Local 68 Education Fund (hereinafter "Education Fund"), an employee benefit plan that provided occupational training and educational opportunities to Local 68's members related to their union jobs. The Education

Fund was located in an office located in Essex County, New Jersey (hereinafter the "Funds Office").

c. The Education Fund was an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 (hereinafter "ERISA"), Title 29, United States Code, Section 1002(1) and (3) and subject to the provisions of Title I of ERISA.

d. Defendant DENNIS J. GIBLIN was the Administrator of the Education Fund, as the term "administrator" is defined under Title 29, United States Code, Section 1002(16). Under Title 29, United States Code, Sections 1104 and 1106, defendant DENNIS J. GIBLIN was a fiduciary to the Education Fund. As a fiduciary to the Education Fund, federal law imposed on him the following obligations, among others: (1) to act solely in the interests of the participants of the Education Fund; (2) to avoid acting in his own personal self-interest; and (3) to avoid acting on behalf of any party whose interests were adverse to the interests of the fund. Defendant DENNIS J. GIBLIN owned a condominium in Jersey City, New Jersey (hereinafter the "Condo").

e. A company incorporated in New Jersey and located in Essex County, New Jersey designed and installed custom electronic systems (hereinafter the "Audio-Visual Company").

Overview of the Scheme

2. Beginning in or about November 2004, defendant DENNIS J. GIBLIN caused the Education Fund to hire the Audio-Visual Company to design and install electronic audio and visual systems in the Funds Office. From in or about January 2005 through August 2005, defendant DENNIS J. GIBLIN approved and caused the Education Fund to pay the Audio-Visual Company in excess of \$315,000 for the purchase and installation of audio and visual equipment at the Funds Office.

3. In or about August 2005, defendant DENNIS J. GIBLIN, contrary to his fiduciary duties to the Education Fund, offered and promised the Audio-Visual Company additional contracting work with the Education Fund in exchange for substantially discounted audio visual equipment for his Condo and free labor for the installation of that audio visual equipment. In total, defendant DENNIS J. GIBLIN improperly and in derogation of his fiduciary duties to the Education Fund received in excess of \$12,342 in free labor and materials from the Audio-Visual Company.

4. After defendant DENNIS J. GIBLIN received the substantially discounted equipment and free labor from Audio-Visual Company, as described in Paragraph 3 of this Count, defendant DENNIS J. GIBLIN caused the Education Fund to pay the Audio-Visual Company approximately \$140,000 for additional work at the Funds Office.

The Charge

5. From in or about August 2005 through in or about September 2005, in Essex County, in the District of New Jersey and elsewhere, defendant

DENNIS J. GIBLIN,

being the Administrator of the Education Fund, knowingly solicited and received and agreed to receive a fee, kickback, commission, gift, loan, money, and thing of value, as described in Paragraph 3 above of this Count, from the Audio-Visual Company because of and with respect to his actions, decisions, and other duties relating to questions and matters concerning the Education Fund, an employee benefit plan subject to Title I of ERISA.

In violation of Title 18, United States Code, Section 1954 and Section 2.

Count Two
(Embezzlement from an Employee Benefit Plan)

1. The allegations set forth in Paragraph 1 of Count One of this Information are hereby realleged as if set forth fully herein.

Background

2. In or around October 2004, defendant DENNIS J. GIBLIN, Administrator of the Education Fund, caused the Education Fund to purchase an upholstered "Butter Twill" couch in the approximate amount of \$1,329.60 (hereinafter the "Couch"). The Couch was placed in the Funds Office.

3. In or around July 2005, defendant DENNIS J. GIBLIN stole the Couch from the Funds Office and placed it in his Condo for his own use and benefit.

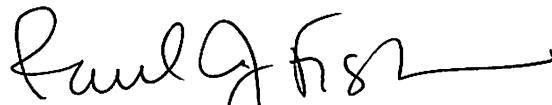
The Charge

4. In or around July 2005, in Essex County, in the District of New Jersey and elsewhere, defendant

DENNIS J. GIBLIN

knowingly embezzled, stole, and unlawfully and willfully abstracted and converted to his use and the use of others, money, funds, property, and assets of the Local 68 Education Fund, an employee benefit plan subject to Title I of the Employee Retirement and Income Security Act of 1974, to wit, the property described in Paragraph 2 of Count Two of the Information.

In violation of Title 18, United States Code, Section
664 and Section 2.

A handwritten signature in cursive script, appearing to read "Paul J. Fishman", written in black ink.

PAUL J. FISHMAN
United States Attorney

CASE NUMBER : _____

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District of New Jersey**

UNITED STATES OF AMERICA

v.

DENNIS J. GIBLIN

INFORMATION FOR

Title 18, United States Code, Sections 664, 1954, and 2

PAUL J. FISHMAN

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