

Filed in Open Court

03/16/2026
Skyler B. O'Hara

By

M. Ganett

Deputy

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS

UNITED STATES OF AMERICA,

Plaintiff,

v.

CULLEN JONES

Defendant.

Case No: 2:24-cr-20070-07-DDC-TJJ

PLEA AGREEMENT

The United States of America, by and through Senior Trial Attorney Vincent Falvo, Assistant United States Attorneys Faiza H. Alhambra and Jabari Wamble, and Cullen Jones, the defendant, personally and by and through his counsel, Kathleen Fisher Enyeart and Jackson Hobbs, hereby enter into the following Plea Agreement pursuant to Rule 11 of the Federal Rules of Criminal Procedure:

1. **Defendant's Guilty Plea.** The defendant agrees to plead guilty to Count 1 of the Indictment charging a violation of 18 U.S.C. § 1962(d), that is, Racketeering Conspiracy and Count 46, charging a violation of 29 U.S.C. § 501(c), that is, Embezzlement from a Labor Organization. By entering into this Plea Agreement, the defendant admits to knowingly committing the offenses, and to being guilty of the offenses. The defendant understands that the maximum sentence which may be imposed as to Count 1 of the Indictment to which he has agreed to plead guilty is not more than 20 years of imprisonment, a \$250,000 fine or, if any person derives pecuniary gain from the offense, or if the offense results in pecuniary loss to a person other than the defendant, the defendant may be fined not more than the greater of twice the gross gain or twice the gross loss, 3 years of supervised release, and a \$100.00 mandatory special assessment. The defendant understands that the maximum sentence which may be imposed as to Count 46 of

the Indictment to which he has agreed to plead guilty is a term of imprisonment of not more than 5 years; a fine not to exceed \$10,000, or, if any person derives pecuniary gain from the offense, or if the offense results in pecuniary loss to a person other than the defendant, the defendant may be fined not more than the greater of twice the gross gain or twice the gross loss, not more than 3 years of supervised release, and a mandatory special assessment of \$100.00.

2. **Factual Basis for the Guilty Plea.** The parties agree the facts constituting the offense to which the defendant is pleading guilty are as follows:

a. In September 2007, Newton Jones, the International President of the Boilermakers Union, first employed his son, Cullen Jones at the Boilermakers Union. Cullen Jones was 19 at the time and Newton Jones granted him an initial salary of \$60,000 per year.

b. During the periods Cullen Jones was employed by the Boilermakers Union, he carried various titles, including: 1) Video/Information Technology Technician; 2) Video Technician/Communications and Education Department; 3) Video & Technology Assistant to the International President; and 4) Video Technician/Coordinator of Boilermaker Film Projects. Newton Jones did not require Cullen Jones to work full time for the Boilermakers Union at any time, and Cullen Jones did not consistently perform work commensurate with fulltime employment, with his titles at the Boilermakers Union, and with the compensation that Newton Jones directed he receive from the Boilermakers Union.

c. In June 2009, Cullen Jones enrolled in film school in the Vancouver Film School in Vancouver, Canada. At the direction of Newton Jones and as approved by William Creeden, the Boilermakers Union paid for the following: a) approximately \$43,000 USD for Cullen Jones' tuition and books; b) his travel back and forth to Vancouver, Canada and more than \$2,000 in relocation expenses; c) his monthly rent of \$1,350 and utilities at an apartment in Vancouver, Canada; d) a rental car for use in Canada; and e) a daily per diem payment of \$75.

d. Also at the direction of Newton Jones and approval of William Creeden, the Boilermakers Union continued to pay Cullen Jones his \$63,000 salary from the Boilermakers Union while he was in residence in Canada. None of the above salary and expenses related to Cullen Jones' attendance at the Vancouver Film School were necessary to conduct the business of the Boilermakers Union and did not benefit the Boilermakers Union and its members.

e. Following his stay in Vancouver, Newton Jones directed and William Creeden approved that Cullen Jones be relocated from Chapel Hill, North Carolina to Kansas City, Kansas at Boilermakers Union expense. In September 2011, Newton Jones directed and William Creeden approved that Cullen Jones be relocated from Kansas City, Kansas to Chapel Hill, North Carolina at Boilermakers Union expense. Neither of these relocations of Cullen Jones were made due to undue economic hardship nor were necessary to conduct the business of the Boilermakers Union and did not benefit the Boilermakers Union and its members.

f. In July 2012, Newton Jones laid off Cullen Jones from the Boilermakers Union. The leadership of the Boilermakers Union calculated that it owed Cullen Jones approximately \$35,000 in severance and unused vacation payments. In August 2012, Newton Jones directed and William Creeden approved that the Boilermakers Union pay that amount to Cullen Jones minus more than \$10,000 that Cullen Jones had improperly charged on a Boilermakers Union credit card for personal purchases.

g. In March 2014, Newton Jones directed the Boilermakers Union to rehire Cullen Jones. In July 2014, Newton Jones directed and William Creeden approved that the Boilermakers Union to pay for Cullen Jones' relocation expenses to Chapel Hill, North Carolina including payment of one year's rent. This relocation of Cullen Jones was not made due to undue economic hardship and was not necessary to conduct the business of the Boilermakers Union and did not benefit the Boilermakers Union and its members.

h. In February 2020, Newton Jones suspended Cullen Jones from employment with the Boilermakers Union indefinitely because Cullen Jones refused to submit receipts for his claimed business expenses. In August 2020, Newton Jones directed and William Creeden approved the Boilermakers Union's payments to Cullen Jones for more than twelve (12) weeks of unused vacation, in part, in order for him to repay the union for more than \$10,000 in personal charges on a Boilermakers Union credit card.

i. In November 2021, Newton Jones directed the Boilermakers Union to rehire Cullen Jones at a salary of \$130,000. In his last full year as an employee of the Boilermakers Union, Newton Jones directed that Cullen Jones be paid more than \$160,000 in salary and more than \$28,000 in reimbursed expenses. Warren Fairley terminated Cullen Jones in August 2023 immediately following Fairley's ascension to the presidency of the Boilermakers Union. When he was terminated, Warren Fairley directed that the Boilermakers Union pay Cullen Jones for seventeen (17) days of vacation.

j. During Cullen Jones' various tenures with the Boilermakers Union, Newton Jones directed and William Creeden approved reimbursement to Cullen Jones for travel to two (2) international events at Boilermakers Union expense. Newton Jones and William Creeden were aware that Cullen Jones' presence on those trips was not necessary to conduct the business of the Boilermakers Union and did not benefit the Boilermakers Union and its members.

k. As noted above, Newton Jones did not require Cullen Jones to work fulltime for the Boilermakers Union and Cullen Jones did not, in fact, consistently work fulltime for the Boilermakers Union. Accordingly, Cullen Jones was not entitled to participate in: 1) the Boilermakers Health Care Plan; 2) the Boilermakers Annuity Trust; and 3) the Officers' and Employees' Pension of the Boilermakers Union, each of which require full time employment to participate. Because he was not, in fact, consistently working full time at 40 hours per week, the hours credited to Cullen Jones and approved by William Creeden to the Boilermakers-Blacksmith National Pension Trust were inflated.

l. In each year of his employment, Cullen Jones' cumulative absences from the workplace totaled more than the equivalent of five (5) work weeks. Accordingly, Jones was not entitled to receive any cash payouts for unused vacation from the Boilermakers Union under its

vacation policy dated December 2012 or its amended vacation policy dated February 2015. As a result, Newton Jones directed and William Creeden approved Cullen Jones to receive more than \$73,000 in cash payouts for vacation days which he had already used contrary to the vacation policies of the Boilermakers Union.

3. **Application of the Sentencing Guidelines.** The parties understand that the Court will apply the United States Sentencing Guidelines (Guidelines) to calculate the applicable sentence and may impose a sentence consistent with the Guidelines. The defendant agrees to waive all constitutional challenges to the validity of the Guidelines. The defendant understands and acknowledges that the Court will find, by a preponderance of the evidence, the facts used to determine the offense level, and in making its findings, that the Court may consider any reliable evidence, including hearsay. Nothing in this section prevents the parties from filing objections to the Presentence Report prepared by the United States Probation Office, or from arguing the application of specific sections of the Guidelines. The parties agree that the Court will determine the final Guideline range. The parties understand this Plea Agreement binds the parties only and does not bind the Court.

4. **Relevant Conduct.** The parties have agreed to the application of the Guidelines. Therefore, the defendant agrees that the conduct charged in any dismissed counts, as well as all other uncharged related criminal activity, will be considered as relevant conduct for purposes of calculating the offense level for the count of conviction, in accordance with United States Sentencing Guidelines (U.S.S.G.) § 1B1.3.

5. **Government's Agreements.** In return for the defendant's plea of guilty as set forth herein, the United States Attorney for the District of Kansas agrees:

- (a) to not file any additional charges against the defendant arising out of the facts forming the basis for the present Indictment;
- (b) to dismiss the remaining counts of the Indictment at the time of sentencing;

- (c) to allow the defendant to reserve the right to request a downward departure and/or a variance;
- (d) to recommend no fines; and
- (e) to recommend the defendant receive a two (2) level reduction in the applicable offense level under U.S.S.G. § 3E1.1 for acceptance of responsibility. In addition, if his offense level is 16 or greater, prior to any reduction for acceptance of responsibility, and the Court finds he qualifies for a two-level reduction, the United States will move at the time of sentencing for an additional one-level reduction for acceptance of responsibility because he timely notified the government of his intention to enter a plea of guilty.

The United States' obligations under this Paragraph are contingent upon the defendant's continuing to manifest an acceptance of responsibility. If the defendant denies or gives conflicting statements as to his involvement, falsely denies or frivolously contests relevant conduct the Court determines to be true, willfully obstructs or impedes the administration of justice, as defined by U.S.S.G. § 3C1.1 (or willfully attempts to do so), or has engaged in additional criminal conduct, the United States reserves the right to petition the Court for a hearing to determine if he has breached this Plea Agreement.

If the Court finds by a preponderance of the evidence that the defendant (1) has breached or violated this Plea Agreement; (2) has willfully obstructed or impeded the administration of justice, as defined by U.S.S.G. § 3C1.1 (or willfully attempted to do so); (3) has engaged in additional criminal conduct; or (4) has otherwise failed to adhere to this Plea Agreement's terms, the United States shall not be bound by this Paragraph, and may pursue any additional charges arising from the criminal activity under investigation, as well as any charges for any perjury, false statement, or obstruction of justice that may have occurred.

If the Court finds the defendant has violated this Plea Agreement, he understands and agrees that all statements he made, any testimony he gave before a grand jury or any tribunal, or any leads from such statements or testimony, shall be admissible against him in any and all

criminal proceedings. The defendant waives any rights which might be asserted under the United States Constitution, any statute, Federal Rule of Criminal Procedure 11(f), Federal Rule of Evidence 410, or any other federal rule that pertains to the admissibility of any statements he made subsequent to this Plea Agreement.

6. **Sentence to be Determined by the Court.** The defendant understands that the sentence to be imposed will be determined solely by the United States District Judge. The United States cannot and has not made any promise or representation as to what sentence he will receive.

7. **Identification of Assets and Agreement Concerning Monetary Penalties.** In order to facilitate the collection of criminal monetary penalties, including restitution, fines, and assessments, to be imposed in connection with this case, defendant agrees as follows:

- (a) Payments toward anticipated criminal monetary penalties made prior to sentencing will be held by the Court Clerk and then applied to the criminal monetary penalties following entry of the Judgment in a Criminal Case. If the amount paid prior to sentencing exceeds the amount ordered at sentencing, the United States Attorney's Office will request language to be included in the Judgment in a Criminal case to authorize the Court Clerk to refund any overpayment to defendant. Payments made prior to sentencing can be sent to the following address and should reference defendant's name and case number:

Clerk, U.S. District Court
401 N. Market, Room 204
Wichita, Kansas 67202

- (b) Defendant agrees not to encumber, transfer, or dispose of any monies, property, or assets under defendant's custody or control of more than \$2,000 in value, without written approval from the United States Attorney's Office.
- (c) Within 30 days of any request by the United States Attorney's Office, defendant agrees to execute a financial statement and provide supporting documentation. defendant expressly authorizes the United States to obtain a credit report before sentencing. Further, defendant agrees to execute authorizations for the release of all financial information requested by the United States.
- (d) Defendant agrees the United States Attorney's Office may, pursuant to F.R.Civ.P. Rule 45, subpoena any records it deems relevant to conduct a full financial investigation of defendant's assets prior to sentencing.

- (e) Defendant authorizes the United States to file a Notice of Lis Pendens prior to judgment on any real property in which defendant holds an ownership interest.
- (f) Defendant agrees that all information defendant provides to the United States Probation Office or independently obtained by the United States Probation Office may be provided to the United States Attorney's Office. Likewise, all information defendant provides to the United States Attorney's Office or independently obtained by the United States Attorney's Office in the course of its financial investigation of defendant may be provided to the United States Probation Office.
- (g) All monetary penalties (including any fine, restitution, assessment, or forfeiture judgment) imposed by the Court, will be due and payable immediately and subject to immediate enforcement by the United States. Any payment schedule set by the Court is a minimum schedule of payment and not a limitation on the United States to enforce the judgment.
- (h) Defendant waives any requirement for demand of payment on any criminal monetary penalties or forfeiture judgment entered by this Court.
- (i) Defendant waives the administrative requirements of the Treasury Offset Program, including the requirement of default.
- (j) If defendant posted funds as security for defendant's appearance in this case, the defendant authorizes the Court to release the funds posted the Court Clerk to be applied to the criminal monetary impositions at the time of sentencing.
- (k) Defendant understands he has an obligation to notify the court and the United States Attorney's Office of any material change in defendant's economic circumstances that might affect defendant's ability to pay restitution pursuant to 18 U.S.C. § 3664(k).
- (l) Defendant understands that failure to comply with the provisions of this section may constitute a breach of this plea agreement, as outlined in Paragraph 5, above.
- (m) Defendant agrees to refrain from any employment by the International Brotherhood of Boilermakers ("IBB"), its local lodges, or any affiliated organizations, and to resign his membership in the IBB as of the date execution of this agreement.
- (n) Defendant acknowledges that conviction of the crime described in this agreement disqualifies him by operation of law from serving in the capacities described in 29 U.S.C. §§ 504 and 1111 including employment with labor organizations or employee benefit plans; or service as a labor relations

consultant to a labor organization, employer, or employer organization; or service as a consultant or adviser to a labor organization or an employee benefit plan; for a period which extends until 13 years after the date of sentence or the end of any imprisonment resulting from conviction of the crime described in this agreement, whichever is later.

- (o) Defendant further undertakes that he will not contest such employment disabilities and that he will seek no relief from the disabilities imposed by 29 U.S.C. §§ 504 and 1111 including, but not limited to, reduction of the length of disability or exemption from the disability with respect to employment in a particular prohibited capacity.

8. **Restitution.** The defendant knowingly and voluntarily agrees and consents to pay restitution, pursuant to 18 U.S.C. § 3663(a)(3), in the following amounts:

Victim:	Agreed Restitution:
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmith, Forgers and Helpers	\$539,713.64

- a. The victim and amount shown in the above table reflect all currently identified victims. In the event additional victims and/or losses are discovered after execution of this Plea Agreement but before sentencing, defendant agrees to pay restitution to the additional victims and/or in the additional amounts for all losses caused by defendant's relevant conduct in this case, and not only for the offenses of conviction, pursuant to 18 U.S.C. § 3663(a)(3) and/or 18 U.S.C. § 3663A(a)(3).
- b. Irrespective of any payments by other defendants that are ordered to be jointly and severally liable for restitution, defendant understands he is liable for the full amount of restitution ordered until defendant has paid that amount in full or the victim's loss is repaid in full, whichever occurs first.
- c. Defendant acknowledges that the liability to pay restitution does not terminate until 20 years from entry of judgment or 20 years after defendant's release from imprisonment, whichever is later pursuant to 18 U.S.C. § 3613(b).

9. **Withdrawal of Plea Not Permitted.** The defendant understands that if the Court accepts this Plea Agreement, but imposes a sentence with which he does not agree, he will not be permitted to withdraw his guilty plea.

10. **Payment of Special Assessment.** The defendant understands that a mandatory special assessment of \$100.00 per count of conviction will be entered against him at the time of

sentencing. The defendant agrees to deliver to the Clerk of the United States District Court payment in the appropriate amount no later than the day of sentencing. The defendant has the burden of establishing an inability to pay the required special assessment. The parties acknowledge that if the Court finds the defendant is without resources to pay the special assessment at the time of sentencing, the Court may allow payment during his period of incarceration.

11. **Waiver of Appeal and Collateral Attack.** The defendant knowingly and voluntarily waives any right to appeal or collaterally attack any matter in connection with this prosecution, his conviction, or the components of the sentence to be imposed herein, including as well as the length and conditions of supervised release. The defendant is aware that 18 U.S.C. § 3742 affords him the right to appeal the conviction and sentence imposed. The defendant also waives any right to challenge his sentence, or the manner in which it was determined, or otherwise attempt to modify or change his sentence, in any collateral attack, including, but not limited to, a motion brought under 28 U.S.C. § 2255 (except as limited by *United States v. Cockerham*, 237 F.3d 1179, 1187 (10th Cir. 2001)), or a motion brought under Federal Rule of Civil Procedure 60(b). In other words, the defendant waives the right to appeal the sentence imposed in this case, except to the extent, if any, the Court departs or varies upwards from the sentencing Guideline range that the Court determines to be applicable. However, if the United States exercises its right to appeal the sentence imposed, as authorized by 18 U.S.C. § 3742(b), the defendant is released from this waiver and may appeal the sentence received, as authorized by 18 U.S.C. § 3742(a). Notwithstanding the foregoing waivers, the parties understand that the defendant in no way waives any subsequent claims with regards to ineffective assistance of counsel or prosecutorial misconduct.

12. **FOIA and Privacy Act Waiver.** The defendant waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including, without limitation, any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552. The defendant further waives any rights conferred under the Privacy Act of 1974, 5 U.S.C. § 552a, to prevent or object to the disclosure of records or materials pertaining to this case.

13. **Waiver of Claim for Attorney's Fees.** The defendant waives all claims under the Hyde Amendment, 18 U.S.C. § 3006A, for attorney's fees and other litigation expenses arising out of the investigation or prosecution of this matter.

14. **Full Disclosure by United States.** The defendant understands the United States will provide to the Court and the United States Probation Office all information it deems relevant to determining the appropriate sentence in this case. This may include information concerning his background, character, and conduct, including the entirety of his criminal activities. The defendant understands these disclosures are not limited to the count to which he is pleading guilty. The United States may respond to comments he or his attorney makes, or to positions he or his attorney takes, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject only to any limitations set forth in this Plea Agreement. The defendant also has the right to provide information concerning the offense and to make recommendations to the Court and the United States Probation Office.

15. **Parties to the Agreement.** The defendant understands this Plea Agreement binds only him and the United States Attorney for the District of Kansas, and that it does not bind any other federal, state, or local prosecution authority.

16. **Voluntariness of Guilty Plea.** The defendant has had sufficient time to discuss this case, the evidence, and this Plea Agreement with his attorney and he is fully satisfied with the advice and representation his attorney provided. Further, the defendant acknowledges that he has read the Plea Agreement, understands it, and agrees it is true and accurate and not the result of any threats, duress or coercion. The defendant further understands that this Plea Agreement supersedes any and all other agreements or negotiations between the parties, and unless subsequently supplemented in writing with the joint approval of the parties, this Plea Agreement embodies each and every term of the agreement between the parties. The defendant acknowledges that he is entering into this Plea Agreement and is pleading guilty because he is guilty. He further acknowledges that he is entering his guilty plea freely, voluntarily, and knowingly.

/s/ Faiza H. Alhambra

Date: 3/3/2026

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/s/ Jabari Wamble

Date: 3/3/2026

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/s/ Vincent Falvo

Date: 3/3/2026

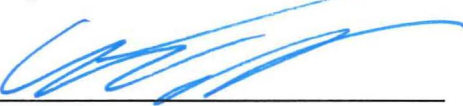
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Cullen Jones
Defendant

Date: 3/16/2026



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