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 In the Matter of the :
 Disciplinary Proceeding against :
 :
 ELLEN CAPONI :
 :
 Before the Independent Supervisor, :
 Local 851, International :
 Brotherhood of Teamsters :
 :
 -----X

Affidavit and Agreement

STATE OF NEW YORK }
 }
 } SS
 }
 COUNTY OF QUEENS }

ELLEN CAPONI, having been duly sworn, deposes, says, and agrees as follows:

1. The Office of the Independent Supervisor of Local 851 ("OIS") of the International Brotherhood of Teamsters, appointed pursuant to the Consent Decree entered on October 17, 1994, in United States of America v. Local 295, International Brotherhood of Teamsters, et al., CV-90-0970 (EHN) (E.D.N.Y.) ("the Consent Decree") has filed charges against me pursuant to the Consent Decree ("the charges"). A copy of the charges is attached as Exhibit A and made a part of this affidavit and agreement.

2. I make this affidavit and agreement ("the agreement") to

Deponent's Initials 

resolve the charges brought by the OIS against me.

3. I represent and agree to the following:

a. I am a member of the International Brotherhood of Teamsters ("IBT") and a member of Local 851;

b. I served as a Trustee on the Local 851 Executive Board and was the Local 851 shop steward at the JFK facility of Air Express International, Wings and Wheels Surface Freight; and,

c. I currently hold no elected or appointed office or position of any kind, paid or unpaid, in the IBT or any of its affiliated entities, including locals, superior bodies, conferences, councils, pension, health, welfare, or severance plans, or other such entities (collectively "IBT entities").

4. I admit to the charge that I obstructed the work of the Court-appointed Independent Supervisor in violation of Section I(C) of the Consent Decree by knowingly associating with Anthony Razza, a person enjoined from participating in union affairs, and by the nature of my responses to questions during an OIS investigative interview.

5. I hereby resign from the IBT and from Local 851, effective upon the date this agreement is approved by the OIS ("the effective date"). From the effective date forward, I agree

never to hold membership in the IBT or any IBT entity. From the effective date forward, I further agree never to hold any position with Local 851 or any other employment, office, position, or consulting or similar relationship, whether paid or unpaid, with Local 851 or any other IBT entities.

6. From the effective date forward, Local 851 and any other IBT entities shall not pay to me, nor shall I accept, any salary, severance payment, allowance, fee, gratuities, or compensation or benefit of any kind, except that I may receive any pension benefit(s) to which I may be entitled. From the effective date forward, Local 851 and any other IBT entities shall not make, nor shall I accept, any contributions on my behalf to any pension, health and welfare, severance, or other benefit fund.

7. From the effective date forward, I shall not participate in any manner in any of the activities or affairs of Local 851 or any other IBT entities, including, but not limited to, meetings, discussions, consultations, negotiations, electioneering, votes, or any other business or activity of Local 851 or any other IBT entities.

8. I agree to the payment of a fine in the amount of \$2,000 on or before August 1, 1997. Should I fail to pay the fine in full by that date, collection shall be handled under

Section V(G) (4) of the Consent Decree, as amended on November 22, 1996.

9. This agreement is permanent.

10. I understand that the OIS's agreement to this resolution of the charges is limited to the charges described above and attached as Exhibit A, and it expressly reserves the right to pursue charges against any other officer, member, or employee of Local 851 arising out of the allegations contained in the charges or any other investigations.

11. I also understand that this agreement does not resolve or preclude any other administrative, civil or criminal proceeding which may be brought against me, and that the OIS expressly reserves the right to refer this matter, or any information or evidence gathered in connection therewith, to any entity having appropriate administrative, civil or criminal jurisdiction.

12. I agree that this agreement will be submitted to the United States District Court for the Eastern District of New York for review and approval and, if approved by the Court, to be entered as a Court Order.

13. I understand that the OIS makes no representation as to the determination of the Court with respect to this agreement.

14. I make this agreement freely, under no duress or coercion of any kind and after consultation with my attorney.

15. I have authorized my attorney to transmit this five page affidavit and agreement, signed by me, to the OIS. When it is signed by the OIS, it will be submitted to the Court for approval.

Ellen Caponi
Ellen Caponi

Subscribed to and sworn before me
this 15 day of ~~July~~ August, 1997.

Ronald Krome
Notary Public

RONALD KROME
NOTARY PUBLIC, State of New York
No. 01KRS015107
Qualified in Nassau County
Commission Expires 7-12-99

Witnessed:

Anthony V. Lombardino
Anthony V. Lombardino, Esq.
Attorney for Respondent

Agreed:

Ronald E. DePetris
Ronald E. DePetris
Independent Supervisor

Dated: ^{August} ~~July~~ 19, 1997

So Ordered:

Honorable Eugene H. Nickerson
United States District Judge

Dated: Brooklyn, New York
August , 1997