

(b) I am an International Representative of the International Brotherhood of Teamsters and Union Co-Chairman of the Pacific Coast Benefits Trust.

(c)

(d) Other than the positions described in Paragraph 3(b), I currently hold no other elected or appointed offices of any kind, paid or unpaid, in the IBT or any of its affiliated entities, or with any pension, health and welfare or other benefit plans or other such entities (collectively "IBT Entities");

(e) I currently receive no salary, allowances, or remuneration of any kind from any IBT Entities other than for the positions described in Paragraph 3(b);

(f) I shall resign, effective immediately upon the approval, in writing, of this agreement by the Independent Administrator and the United States District Court for the Southern District of New York entering an order approving this settlement agreement as provided in Paragraph 6, below, as an International Representative and Co-Chairman of the Pacific Coast Benefits Trust. In the event this agreement is not approved in accordance with this paragraph, this agreement shall be null and void and have no force or effect whatsoever.

(g) Upon my resignation, I shall not receive any benefits, gratuities, severance payments, gifts or things of value of any kind from the IBT or any IBT-affiliated entity, with the exception of accrued vacation pay not exceeding seven weeks pay at my current salary. From the effective date of my resignation and thereafter, no further contributions shall be made on my behalf by the IBT or any IBT-affiliated entity to any pension, health and welfare or other benefit plans or funds.

(h) From the date of this agreement forward, I will not hold, seek or accept election or appointment to any office, paid or unpaid, in any IBT Entities nor will I hold, seek or

accept any employment, consulting or other similar relationship of any kind with any IBT Entity;

(i) This agreement is permanent.

4. I have entered into this agreement on the understanding the Investigations Officer agrees he will not pursue the charges.

5. I understand the Investigations Officer's agreement is limited to the charges described above and he expressly reserves the right to pursue charges against any other officer or entity of the IBT, arising out of the allegations contained in the charges or any other investigations.

6. I agree this agreement will be submitted to the Independent Administrator for his review and approval. If approved by the Independent Administrator, I understand he will apply to the United States District Court for the Southern District of New York for that court to enter as an order.

7. I understand the Investigations Officer makes no representation as to the determination of the Independent Administrator or the court with respect to this agreement.

8. I make this agreement freely, under no duress or coercion of any kind.

9. I will transmit this agreement, signed by me, to the Investigations Officer. When it is signed by the Investigation Officer, he will submit it to the Independent Administrator for approval.

Earl D. Bush
EARL D. BUSH

Sworn to before me by Earl D. Bush
this 16th day of May, 1991

Christina Espitia Herrera
NOTARY PUBLIC

Agreed:

Charles M. Carberry
Charles M. Carberry
Investigations Officer

Approved:

Frederick B. Lacey
Frederick B. Lacey
Independent Administrator

SO ORDERED:

David N. Edelstein
David N. Edelstein
United States District Judge

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

On MAY 16 1991 before me,
CHRISTINA ESPITIA HERRERA
personally appeared EARL D. BUSH

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hers/their authorized capacity(ies), and that he/she/they executed the same in his/hers/their authorized capacity(ies), and that he/she/they executed the same in his/hers/their authorized capacity(ies), and that he/she/they executed the same in his/hers/their authorized capacity(ies), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Sign:

Christina Espitia Herrera

 SOUTHLAND TITLE CORPORATION

FOR NOTARY SEAL OR STAMP



Local 399 by fraudulently appropriating and converting to your personal use at least \$16,200 from Local 399.

TO WIT:

You embezzled at least \$16,200 from Local 399 by causing the Local to pay for hotel and meal expenses when you were on business as an International Representative for which the International Brotherhood of Teamsters ("IBT") was providing you per diem allowances.

During 1987 and 1988 you were employed by the IBT as an International Representative. During 1987 and 1988, you were also Secretary Treasurer of Local 399, Los Angeles, California. As an International Representative, the IBT provided you a per diem payment of \$130 for each day on which you were away from your home city on IBT business. When out of town on IBT business, you claimed and received this per diem payment during 1987 and 1988. You also wrongfully caused Local 399 to pay on your behalf at least \$16,200 by causing while on IBT business your hotel bills, meals and other expenses to be paid by and reimbursed by Local 399 for the same days you were receiving per diem expenses from the IBT to cover these costs.

CHARGE TWO

You are further charged with violating Article II, section 2(a) and Article XIX, section 6(b) (1), (2) and (3) by embezzling and converting to your own use approximately \$6,511.20 in FICA contributions paid on your behalf by Local 399, when you knew your FICA taxes were at the same time paid in full by the IBT.

TO WIT:

FICA is a federal tax imposed on individuals. For the years 1987 and 1988 the maximum FICA tax was \$3,131.70 and \$3,379.50, respectively. This FICA maximum was reached when an individual earned salaries of \$43,800 and \$45,000, respectively.

In the years 1987 and 1988, you worked for the IBT as an International Representative. Your salaries for this IBT position, including allowances, were \$86,223.38 in 1987 and \$81,815.88 in 1988. In each of those years, the IBT, as was its practice for all employees, paid your FICA obligations in addition to your salary and other allowances. For the years 1987 and 1988 the IBT paid FICA obligations on your behalf of \$3,131.70 and \$3,379.50, respectively. This was the maximum obligation due from any individual in each of those years. Thus the IBT fully satisfied all of your FICA obligations in each of those years.

In the years 1987 and 1988, you also were Secretary Treasurer of Local 399, Los Angeles, California. Your salary from the Local for those years was \$104,000 for 1987 and 109,376 for 1988. Although you knew the IBT had fully paid your entire FICA tax liability, you caused the Local, under the pretense of paying your FICA obligations, to forward to the Internal Revenue Service on your behalf the sums of \$3,131.70 and \$3,379.50 in 1987 and 1988 respectively. This money was

eventually used to reduce your personal income tax liability.
Your double billing of the Local for an obligation fully paid
by the International enabled you to embezzle \$6,511.20 from the
Local.

Very truly yours,

Charles M. Carberry

Charles M. Carberry
Investigations Officer
30th Floor
599 Lexington Avenue
New York, New York 10022

Dated: March 27, 1991

cc: Frederick B. Lacey, Esq.
James T. Grady, Esq.
Edward T. Ferguson, III, Esq.

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