

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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| UNITED STATES OF AMERICA | : | 88 Civ. 4486 (DNE) |
| | : | |
| Plaintiff, | : | APPLICATION LXIII OF THE |
| | : | INDEPENDENT REVIEW BOARD |
| v. | : | -- AGREEMENT BETWEEN THE |
| | : | INDEPENDENT REVIEW BOARD |
| | : | AND LON E. FIELDS, SR. |
| INTERNATIONAL BROTHERHOOD | : | |
| OF TEAMSTERS, <u>et al.</u> | : | |
| | : | |
| Defendant. | : | |

Pursuant to Paragraph O. of the Rules and Procedures for Operation of the Independent Review Board ("IRB") for the International Brotherhood of Teamsters ("IRB Rules"), the IRB files this Application submitting the Compromise Agreement with Lon E. Fields, Sr. ("Fields"), President of IBT Local Union 89 in Louisville, Kentucky. This Agreement was approved by the IRB and is submitted to Your Honor for review and, if appropriate, to be entered as an order. The Agreement seeks to resolve the matter of The Independent Review Board v. Lon E. Fields, Sr. The Agreement, with a copy of the charges annexed thereto as Exhibit A, is enclosed, with a transmittal letter thereof to Acting General President Tom Sever.

This Application recognizes the importance of Your Honor's February 2, 1994, Order in which Your Honor stated that all IRB Compromise Agreements shall "contain a paragraph informing signatories that the agreement will be reviewed and may be rejected." The Agreement reached between the IRB and Fields satisfies this procedure for Your Honor's review.

In compliance with Your Honor's December 16, 1996, Order, one "backed" original and two copies of an Acknowledgment of Receipt are

enclosed with this Application, for execution by Your Honor.

Fields was charged with bringing reproach upon the IBT in violation of Article II, Section 2(a) of the IBT Constitution by intentionally causing an inaccurate CCER to be filed by the Carey Campaign on January 10, 1997.

Effective the date the IRB approves the Agreement, March 3, 1999, Fields has agreed to resign permanently from membership in the IBT.

Fields has further agreed not to:

(1) seek or hold any position, office, employment, or consulting with the IBT, or any of its affiliated entities, including but not limited to Local 89;


(2) accept or solicit from Local 89 or any IBT Entities any salary, compensation or benefit fund contributions of any sort or kind, except that he may receive any fully vested pension benefits and fully vested welfare benefits;

We have found the Agreement comports with Your Honor's February 2, 1994, Order and serves to resolve the charge in a fair and equitable manner.

Therefore, we respectfully request that Your Honor execute the Agreement on the line provided. This will, in effect, serve to have this Agreement "so ordered" by the Court. Thereafter, it is respectfully requested that a member of Your Honor's staff file the fully executed original Agreement with the Clerk.

Dated: March 3, 1999

By: _____


Frederick B. Lacey
Member of the
Independent Review Board

AFFIDAVIT AND AGREEMENT

State of Kentucky)
) ss:
County of Jefferson)

LON E. FIELDS, SR., being duly sworn, deposes and says, and agrees as follows:

1. The Independent Review Board ("IRB"), appointed pursuant to the Consent Order entered March 14, 1989 in United States v. International Brotherhood of Teamsters, 88 Civ. 4486 (DNE) (SDNY) (the "Consent Order"), recommended that charges be filed against me for bringing reproach upon the International Brotherhood of Teamsters ("IBT") by causing an inaccurate CCER to be filed by the Carey campaign on January 10, 1997. The IBT adopted and filed these charges on December 8, 1998.

2. I make this Affidavit and Agreement (the "Agreement") to permanently resign from any and all positions I have held with the International Brotherhood of Teamsters or any IBT entity or subordinate body, including but not limited to General Drivers, Warehousemen and Helpers, Local Union No. 89 ("Local 89") in order to resolve the recommended IBT charges described in paragraph 1. This Agreement does not constitute an admission of the IBT charges.

3. I represent and agree to the following:

(a) I am a retired member on a withdrawal card from the IBT and a retired member of IBT Local Union 89;

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

(c) I currently receive no salary, allowances or remuneration of any kind from any IBT Entity.

4. I hereby permanently resign from any position with the IBT, from any position with Local 89, and any IBT Entity, effective upon the date that this Agreement is approved by the Independent Review Board ("the effective date"). From the effective date of this Agreement forward, I further agree never to seek or hold any position, office, employment or consulting with the IBT, or any of its affiliated entities, or subordinate bodies, including but not limited to Local 89.

5. From the effective date of this Agreement forward, I will not accept or solicit from Local 89 or any IBT Entities any salary, compensation or benefit fund contributions of any sort or kind, except that I may receive my fully vested pension benefits.

6. This Agreement is permanent.

7. I have entered this Agreement on the understanding that the IBT agrees that it will not proceed with the charges described in Paragraph 1 above.

8. I understand that the IBT's agreement is limited to the recommended charges described in Paragraph 1 and it expressly reserves the right to pursue charges against any other officer, member, employee or entity of the IBT and Local Union 89 arising out the allegations contained in the recommended charges described in Paragraph 1 or any other investigation.

9. I understand and agree that this Agreement will be submitted to the Independent Review Board ("IRB") for its review and, if approved by the IRB, it will be submitted to the United States District Court for the Southern District of New York for review. I understand that, if this Agreement is approved by the United States District Court for the Southern District of New York it will be entered as a Court Order. I understand that no representations have been made as to whether this Agreement will be approved by the IRB or the United States District Court for the Southern District of New York.

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

11. I have authorized my attorney to transmit this Agreement, signed by me, to the Independent Review Board. When it is signed by the Independent Review Board, it will be submitted to the Court for review.

Further Affiant sayeth not.


LON E. FIELDS, SR.

Subscribed and sworn to before me by Lon E. Fields, Sr.,
this 26th day of January, 1999, to be his free act and deed.

My commission expires March 14, 1999

Martha W. Rosenbarger
Notary Public, State at Large, Kentucky

HARDY, LOGAN, PRIDDY & ISENBERG
604 Republic Building
429 West Muhammad Ali Boulevard
Louisville, Kentucky 40202
(502) 569-2741

By [Signature]
Alton D. Priddy
Counsel for Lon E. Fields, Sr.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
25 Louisiana Avenue, N.W.
Washington, D.C. 20001
(202) 624-6800

By [Signature]
David L. Neigus
General Counsel

Agreed:

[Signature]
Independent Review Board

Date: March 3, 1999

So Ordered:

D/N/E
Hon. David N. Edelstein
United States District Judge

Date: 3/5/99