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INVESTIGATIONS OFFICER, :  
                                  : Claimant, :  
                                  : against - :  
PATRICIA RIZZO, :  
                                  : Respondent. :  
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AFFIDAVIT AND AGREEMENT

STATE OF NEW YORK    )  
                                  ) SS.:  
COUNTY OF NEW YORK )

PATRICIA RIZZO, being duly sworn, deposes, says and agrees as follows:

1. The Investigations Officer, Charles M. Carberry, 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") has filed a charge against me pursuant to the Consent Order ("the Charge"). A copy of the charge is attached as Exhibit "A" and made a part of this affidavit and agreement.

2. I make this affidavit and agreement ("the Agreement") to resolve the charge. The Agreement does not constitute an admission of the charge.

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 945;
  - (b) I was employed by Local 945 as office manager. I resigned from that position on August , 1992;

(c) I currently hold no other elected or appointed office or position of any kind, paid or unpaid, in Local 945, the IBT or any of its affiliated entities including any locals, superior bodies, conferences, councils, pension, health, welfare or severance plans or other such entities (collectively "IBT Entities").

4. I hereby resign from the IBT and Local 945, effective upon the date this agreement is approved by the Independent Administrator ("the effective date"). From the effective date forward, I agree never to hold membership in the IBT. From the effective date of this agreement forward, I further agree never to hold any position with Local 945, any positions mentioned in paragraphs 3(a)-(c) above, and any other employment, office, position or consulting or similar relationship, whether paid or unpaid, with Local 945 and any IBT Entities.

5. From the effective date of this agreement forward, Local 945 and any other IBT Entities shall not pay to me, nor shall I accept, any salary, severance payment from the Local 945 severance plan or any other severance payment, allowance, fee or compensation of any kind, except that I may receive my fully vested 401(k) plan and pension benefits, if any from Joint Council 73 and the IBT.

6. From the effective date of this agreement forward, Local 945 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. I will receive no

benefits, gratuities, severance payment or gifts of any kind whatsoever from Local 945 or IBT Entities. I have returned to Local 945 the severance payments in the amount of \$1481.54 previously paid to me, and I expressly waive any claim to recover that money in the future. I have received no other severance payment from Local 945 or any other IBT Entities.

7. From the effective date of this agreement forward, I shall not participate in any manner in any of the activities or affairs of Local 945 or any other IBT Entities, including, but not limited to, meetings, discussions, consultations, negotiations, votes or any other business or activity of the Local 945 and IBT Entities. From the effective date of this agreement, I shall not enter or telephone the offices of Local 945 or any IBT Entities.

8. This agreement is permanent.

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

10. I understand the Investigations Officer's agreement is limited to the charge described above and attached as Exhibit A, and he expressly reserves the right to pursue charges against any other officer, member, employee or entity of the IBT and Local 945 arising out of the allegations contained in the charges or any other investigations.

11. I agree that this agreement will be submitted to the Independent Administrator for his review and approval. If approved by the Independent Administrator, I understand he will

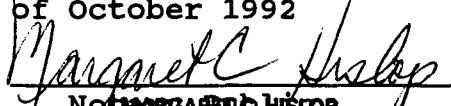
submit it to the United States District Court for the Southern District of New York for that court to approve and, if approved, enter as a court order.

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

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

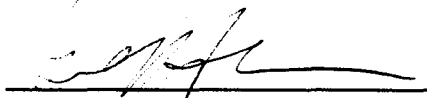
14. I have authorized my attorney to transmit this agreement, signed by me, to the Investigations Officer. When it is signed by the Investigations Officer, he will submit it to the Independent Administrator for approval.

Sworn to me this <sup>5<sup>th</sup></sup> day  
of October 1992


  
MARGARET C. HISLOP  
Notary Public, State of New York  
No. 6914500  
Qualified in Westchester County  
Commission Expires Jan. 31, 1993

  
PATRICIA J. RIZZO

Witnessed:


  
GUSTAVE H. NEWMAN  
Attorney for Respondent

Agreed:

  
CHARLES M. CARBERRY  
Investigations Officer

Dated: 10/5/92

Approved:

  
FREDERICK B. LACEY  
Independent Administrator

Dated: 10/6/92

So Ordered:

Hon. David N. Edelstein

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U.S.D.J.

Dated:

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INVESTIGATIONS OFFICER,

Claimant,

- v. -

CHARGE

PATRICIA RIZZO  
Office Manager, Local 945  
Wayne, N.J.

Respondent.  
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MADAM:

You are hereby advised that the Investigations Officer has charged you with the violation listed below in accordance with the powers granted him pursuant to Section F. (COURT APPOINTED OFFICERS), Paragraph 12(A) of the order entered in United States v. International Brotherhood of Teamsters, et al., 88 Civ. 4486 (DNE) (SDNY) on March 14, 1989 ("the Consent Order"). A copy of the consent order is enclosed.

The time and place of the hearing of this matter will be set by the Independent Administrator, Frederick B. Lacey, and he will notify you accordingly.

CHARGE


While an employee of Local 945 you violated Article II, Section 2(a) and Article XIX, Section 7(b)(1) of the IBT Constitution by violating Local 945's by-laws, to wit:

In or about April 1988 and in or about November 1988, you received allowances for travel that did not meet the

requirements of Article IX ("Special Allowances") of the By-laws  
of Local 945.

Dated: New York, New York  
October 5, 1992

Very truly yours,

  
Charles M. Carberry  
Investigations Officer

cc: Frederick B. Lacey, Esq.  
Richard Gilberg, Esq.  
Steven Bennett, Esq.  
Gustave H. Newman, Esq.