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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

_____	:	88 Civ. 4486 (DNE)
UNITED STATES OF AMERICA	:	
	:	APPLICATION XLIX OF THE
Plaintiff,	:	INDEPENDENT REVIEW BOARD
	:	-- AGREEMENT BETWEEN THE
v.	:	INDEPENDENT REVIEW BOARD
	:	AND ANTHONY SCAFFIDI, JR.
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 Anthony Scaffidi, Jr. ("Scaffidi"), member of IBT Local Union 813 in New York, New York. This Agreement was approved by the IRB and is submitted to Your Honor for review and, if appropriate, to be entered as an order. Although the proposed charge against Scaffidi for failing to cooperate with the duties of the IRB by refusing to appear for his sworn in-person examination was never finalized by the IRB, this Agreement seeks to resolve the matter against him.

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 Scaffidi 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.

Effective the date the IRB approves the Agreement, May 19, 1997, Scaffidi has agreed to resign permanently from membership in the IBT.

Scaffidi has further agreed not to:

(1) hold any position with Local 813, any positions mentioned in paragraphs 3(a-c) of the Agreement, and any other employment, office, position or consulting or similar relationship, whether paid or unpaid, with Local 813 and any IBT Entities;

(2) accept any salary, severance payment, allowance, fee or compensation of any kind from Local 813 and IBT Entities, except that he may receive any fully vested pension and severance plan benefits;

(3) receive any benefits, gratuities, severance payment or gifts of any kind whatsoever from Local 813 and IBT Entities, except that he may receive any fully vested pension and severance plan benefits;

(4) accept any contributions on his behalf from Local 813 or any other IBT Entities to any pension, health and welfare, severance or other benefit fund;

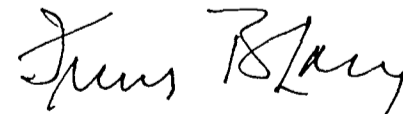
(5) participate as a member of Local 813 in any manner in any of the activities or affairs of Local 813, the IBT or any other IBT Entity, including, but not limited to, meetings, discussions, consultations, negotiations, votes or any other business or activity of Local 813 and IBT Entities.

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: May 19, 1997

By:



Frederick B. Lacey  
Member of the  
Independent Review Board

-----x

In the Matter of  
ANTHONY SCAFFIDI, JR.

AFFIDAVIT AND AGREEMENT

Before the  
INDEPENDENT REVIEW BOARD

-----x

STATE OF NEW YORK )  
                          ) ss.:  
COUNTY OF BRONX    )

ANTHONY SCAFFIDI, JR., being duly sworn, deposes and says, and agrees as follows:

1. The Independent Review Board, appointed pursuant to the Consent Order entered March 14, 1989 in United States v. International Brotherhood of Teamsters, 88 Civ. 4486 (ONE) (SDNY) (the "Consent Order"), plans to recommend that charges be filed against me alleging that I am a La Cosa Nostra member and knowingly associated with other La Cosa Nostra members.

2. I make this Affidavit and Agreement (the "Agreement") to permanently resign my IBT membership and all IBT affiliated positions in order to resolve the proposed charges described in paragraph 1 above. This Agreement does not constitute an admission of the proposed charges.

3. I represent and agree to the following:

(a) I am a member of the International Brotherhood of Teamsters ("IBT") and a member of IBT Local 813;

(b) I am a working Teamster for an employer registered with Local 813;

(c) I currently hold no other elected or appointed offices of any kind, paid or unpaid, in 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");

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

4. I hereby permanently resign from the IBT and from all my positions with Local 813, and any and all IBT Entities, effective upon the date this Agreement is approved by the Independent Review Board ("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 813, 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 813 and any IBT Entities.

5. From the effective date of this Agreement forward, Local 813 and any other IBT Entities shall not pay to me, nor shall I accept, any salary, severance payment, allowance, fee or compensation of any kind, except that I may receive my fully vested benefits.

6. I will receive no benefits, gratuities, severance payment or gifts of any kind whatsoever from Local 813 or IBT Entities. From the effective date of this Agreement forward, Local 813 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 of this Agreement forward, I shall not participate in any manner in any of the activities or affairs of Local 813 or any other IBT Entities, including, but not limited to, meetings, discussions, consultations, negotiations, votes or any other business or activity of Local 813 and IBT Entities.

8. This Agreement is permanent.

9. I have entered this Agreement on the understanding that the Independent Review Board agrees that it will not proceed with the proposed charges described in paragraph 1 above.

10. I understand that the Independent Review Board's agreement is limited to the proposed charges described in paragraph 1 above and it expressly reserves the right to pursue charges against any other officer, member, employee or entity of the IBT and Local 813 arising from the allegations contained in the proposed charges described in paragraph 1 or from any other investigation.

11. 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.

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

13. 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.

*[Handwritten Signature]*  
ANTHONY SCAFFIDI, JR.

Sworn to before me this  
7th day of May, 1997.

*[Handwritten Signature]*  
Notary Public  
NOTARY PUBLIC State of New York  
No. 02502799525  
Qualified in Bronx County  
Commission Expires July 31, 1998

Witnessed: *[Handwritten Signature]*

Agreed:

*[Handwritten Signature]*  
For the Independent Review Board

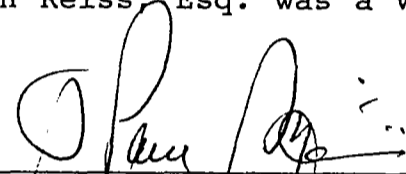
Dated: *[Handwritten Date]*

So Ordered:  
Hon. David N. Edelstein

*[Handwritten Signature]*  
U.S. District Judge

Dated: *[Handwritten Date]*

At the time ANTHONY SCAFFIDI, JR. executed the Affidavit and Agreement on May 7, 1997, Kenneth Reiss, Esq. was a witness thereto.

  
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Notary Public  
S. PAUL SQUITIERI  
NOTARY PUBLIC, State of New York  
No. 02SQ3799525  
Qualified in Bronx County  
Commission Expires July 31, 1997