

In compliance with Judge Edelstein'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. Evaristo was charged with bringing reproach upon the IBT in violation of Article II, Section 2(a), and Article XIX, Sections 7(b)(1) and (2) of the IBT Constitution by falsifying Local business records.

Effective the date the IRB approves the Agreement, December 18, 2000, Evaristo has agreed serve a suspension from membership in the IBT and Local 239 for a period of one year commencing March 23, 2000. Evaristo is further barred from holding office or employment with Local 239 or any other affiliated entity for a period of two years commencing March 23, 2000.

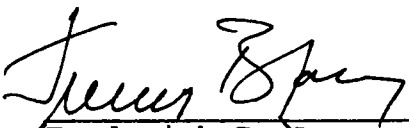
Evaristo has further agreed not to:

- (1) accept any salary, severance payment, allowance, fee or compensation of any kind from Local 239 or any IBT entities, except that he may receive any fully vested pension benefits and fully vested welfare benefits;
- (2) accept benefits, gratuities, severance payments or gifts of any kind from Local 239 or any IBT entities;
- (3) accept any contributions on his behalf to any pension, health and welfare, severance or other benefit fund;
- (4) participate in any manner in any of the activities or affairs of Local 239 or any other IBT entities, including, but not limited to, meetings, discussions, consultations, negotiations, votes or any other business or activity of Local 239 or IBT entities.

We have found the Agreement 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 and transmit to me a confirmed copy of the Agreement as "so ordered."

Dated: December 20, 2000

By: 

Frederick B. Lacey
Member of the
Independent Review Board

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In the Matter of      :
ANTHONY EVARISTO     :
Before the           : AFFIDAVIT AND AGREEMENT
INDEPENDENT REVIEW BOARD :
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STATE OF NEW YORK   )
                   ) ss.:
COUNTY OF NEW YORK )

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ANTHONY EVARISTO, 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") has scheduled a hearing on the charges filed against me alleging that I brought reproach upon the IBT and violated my membership oath by falsifying Local business records, time allocation sheets, which in ten instances falsely recorded that I had done Local 239 Pension Fund work on behalf of a company which did not have a pension obligation in its Local 239 collective bargaining agreement.

2. I make this Affidavit and Agreement (the "Agreement") to resolve the charges described in paragraph 1. This Agreement does not constitute an admission or denial of the

charges.

3. I represent and agree to the following:

(a) I am a former member of the International Brotherhood of Teamsters ("IBT") and a former member of IBT Local 239;

(b) I was a Local 239 Trustee and business agent;

(c) I was a Trustee of the Local 239 Pension Fund;

(d) I was a Trustee of the Local 239 Health and Welfare Fund;

(e) I currently hold no 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");

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

4. I hereby agree to:

(a) serve a suspension from membership in the IBT and Local 239 for a period of one year commencing March 23, 2000 ("the effective date"), and

(b) be precluded from holding office or employment with Local 239 or any other IBT affiliated entity for a period of two years commencing March 23, 2000.

5. For a period of two years from the effective date

forward, Local 239 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 pension benefits.

6. For a period of two years from the effective date forward, I will receive no benefits, gratuities, severance payments or gifts of any kind whatsoever from Local 239 or any IBT entities. For a period of two years from the effective date forward, Local 239 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. For a period of two years from the effective date forward, I shall not participate in any manner in any of the activities or affairs of Local 239 or any other IBT Entities, including, but not limited to, meetings, discussions, consultations, negotiations, votes or any other business or activity of Local 239 and IBT Entities.

8. This Agreement is permanent.

9. I understand that the IRB's Agreement would be to resolve the charges filed against me described in paragraph 1.

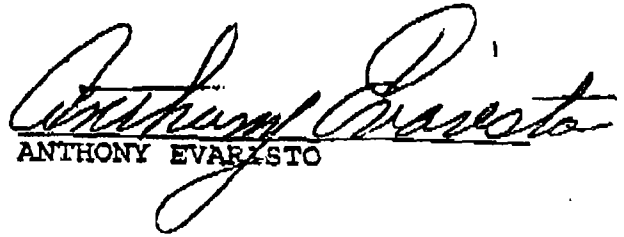
10. I understand that this Agreement is limited to the charges described in paragraph 1 and that the IRB expressly reserves the right to pursue charges against any other officer, member or employee or entity of the IBT and Local 239 arising

from the allegations contained in the charges described in paragraph 1 or any other investigation.


11. I understand and agree that this Agreement will be submitted to the 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. If this Agreement is not approved by the IRB or the United States District Court for the Southern District of New York, there will be no Agreement.

12. I make this Agreement freely, under no duress or coercion of any kind.

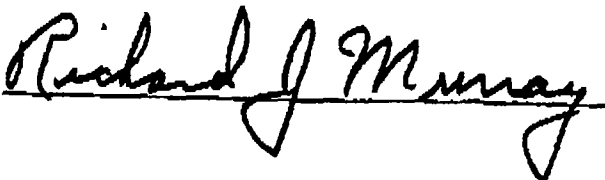
13. I will transmit this Agreement, signed by me, to the IRB. If it is approved by the IRB, it will be submitted to the Court for review.


ANTHONY EVARISTO

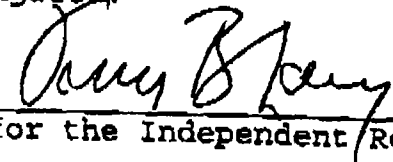
Sworn to before me this
15th day of December, 2000


Notary Public

CELIA A. ZAHNER
Notary Public, State of New York
No. 21-498877 027 49966677 Witnessed
Qualified in New York County, Queens County
Commission Expires May 14, 2005


Richard J Murray

Agreed:


for the Independent Review Board

Dated 12/18/00

So Ordered:
Hon. Loretta A. Preska


U.S. District Judge

Dated December 26, 2000