

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA	:	88 Civ. 4486 (DNE)
Plaintiff,	:	APPLICATION LVII OF THE
v.	:	INDEPENDENT REVIEW BOARD
INTERNATIONAL BROTHERHOOD	:	-- AGREEMENT BETWEEN THE
OF TEAMSTERS, <u>et al.</u>	:	INDEPENDENT REVIEW BOARD
Defendant.	:	AND NICHOLAS A. NARDI
	:	
	:	

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 Nicholas A. Nardi ("Nardi"), President of IBT Local Union 416 and President of Joint Council 41 in Cleveland, Ohio. 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. Nicholas A. Nardi. The Agreement, with a copy of the charges annexed thereto as Exhibit A, is enclosed, with a transmittal letter thereof to Acting General President, Thomas 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 Nardi 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.

Nardi was charged with bringing reproach upon the IBT in violation of Article II, Section 2(a) and Article XIX, Section 7(b)(1), (2) and (9) of the IBT Constitution for knowingly associating with members of the Los Angeles Family of La Cosa Nostra including, but not limited to, Peter John Milano, Carmen Milano and Russell Masetta.

Additionally, Nardi was charged with bringing reproach upon the IBT in violation of Article II, Section 2(a) and Article XIX, Sections 7(b)(1) and 14(i) of the IBT Constitution for failing to cooperate with the IRB at his sworn examination testimony of October 29, 1996, when he intentionally misled the IRB regarding his meeting with Peter John Milano.

Effective the date the IRB approves the Agreement, April 22, 1998, Nardi has agreed to resign permanently from membership in the IBT.

Nardi has further agreed not to:

(1) hold any position with Local 416, 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 416 and any IBT Entities;

(2) accept any salary, severance payment, allowance, fee or compensation of any kind from Local 416 and IBT Entities, except that he may receive any fully vested pension benefits and fully vested welfare benefits;

(3) receive any benefits, gratuities, severance payment or gifts of any kind whatsoever from Local 416 and IBT Entities;

(4) accept any contributions on his behalf from Local 416 or any other IBT Entities to any pension, health and welfare, severance or other benefit fund;

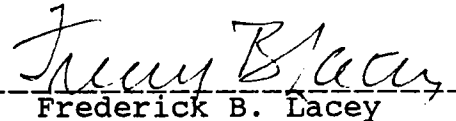
(5) participate as a member of Local 416 in any manner in any of the activities or affairs of Local 416, the IBT or any other IBT Entities, including, but not limited to, meetings, discussions, consultations, negotiations, votes or any other business or activity of Local 416 and IBT Entities.

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: April 22, 1998

By:



Frederick B. Lacey  
Member of the  
Independent Review Board

In the Matter of )  
 )  
 NICHOLAS NARDI )  
 ) AFFIDAVIT AND AGREEMENT  
 Before the )  
 )  
 INDEPENDENT REVIEW BOARD )

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STATE OF OHIO )  
 ) ss.:  
 COUNTY OF CUYAHOGA )

Nicholas A. Nardi being duly sworn, deposes and says, and agree 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"), plans to file charges against me alleging that I knowingly associated with members of organized crime, including Anthony Milano, Peter John Milano, Carmen Milano and Russell Masetta, brought reproach upon the IBT and failed to cooperate with the IRB.

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 IRB charges described in paragraph 1. This Agreement does not constitute an admission of the IRB charges.

3. I represent and agree to the following:

(a) I was a member of the International Brotherhood of Teamsters ("IBT") and a member of IBT Local 416 and Joint Council 41.

(b) I was an officer of IBT Local 416 and Joint Council 41.

(c) 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");

(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 Local 416 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 416, 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 416 and any IBT Entities.

5. From the effective date of this Agreement forward, Local 416 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 and fully vested welfare benefits.

6. I will receive no benefits, gratuities, severance payment or gifts of any kind whatsoever from Local 416 or IBT Entities. From the effective date of this Agreement forward, Local 416 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 416 or any other IBT Entities, including, but not limited to, meetings, discussion, consultations, negotiations, votes or any other business or activity of Local 416 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 charges described in paragraph 1 above.

10. I understand that the Independent Review Board's Agreement is limited to the 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, Local 416 and Joint Council 41 arising out of 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 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.

Michaela Mucci

Sworn to before me this 31 day of March, 1998.

S. L. Gragel  
Notary Public

SUSAN L. GRAGEL, Attorney At Law  
Notary Public - State of Ohio  
My Commission Has No Expiration Date  
Sec. 147.03 R. C.

Witnessed: S. L. Gragel

Agreed:

James Blacy  
for the Independent Review Board

Dated: April 22, 1998

So Ordered:

D/N/E  
U.S. District Judge

Dated: 4/23/98