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INVESTIGATIONS OFFICER, :
: Claimant, :
: against - : AFFIDAVIT AND AGREEMENT
: JOSEPH L. BERNSTEIN, :
: Respondent. :
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STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

JOSEPH L. BERNSTEIN, 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 charges against me pursuant to the Consent Order ("the Charges"). A copy of the charges 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 charges. The Agreement does not constitute an admission of the 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 Local 781;
- (b) I am the President of Local 781;
- (c) I am a Business Agent of Local 781;

(d) I am a Trustee of the Local 781 Health and Welfare Fund;

(e) I am a member of the Joint Council 25 Teamsters Volunteers in Politics;

(f) I currently hold no other elected or appointed office or position 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").

4. I agree that I shall be suspended, effective on the date this agreement is approved by the Independent Administrator ("effective date"), as an officer and employee of Local 781. The suspension shall be in effect for a period of six months from the effective date ("suspension period"). During the suspension period, I shall not hold any position with Local 781, and any other employment, office, position or consulting or similar relationship, whether paid or unpaid, with Local 781 and any IBT Entities. I may continue to maintain my IBT membership during the suspension period.

5. During the suspension period, Local 781 and any other IBT Entities shall not pay to me, nor shall I accept, any salary, severance payment, allowance, fee, compensation or remuneration of any kind.

6. During the suspension period, Local 781 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. During the suspension period, I will receive no benefits, gratuities, severance payment or gifts of any kind whatsoever from Local 781 or IBT Entities.

7. During the suspension period, I shall not attend or participate in any manner in any of the activities or affairs of Local 781 or any other IBT Entities, including, but not limited to, meetings, discussions, consultations, negotiations, votes or any other business or activity of Local 781 and IBT Entities. I shall not enter or telephone the offices of Local 781 or any IBT Entities.

8. I represent that I shall not take or accept after the expiration of the suspension period, any compensation or remuneration in money or other things of value to replace the compensation or benefits lost pursuant to the Agreement.

9. I represent that as part of this Agreement, I have paid \$50,094 of my own funds to the general fund of Local 781. Attached as Exhibit B is a copy of the check reflecting my payment of \$50,094 to Local 781.

10. I agree that, consistent with my statements at the August 14, 1992 Local 781 Special Executive Board meeting, Local 781 shall not make any further payments towards my membership and use of the Hillcrest Country Club. I further agree that I will use my personal funds to pay for my membership and use of the Hillcrest Country Club.

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

12. I understand the Investigations Officer's agreement is limited to the charges 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 781 arising out of the allegations contained in the charges or any other investigations.

13. 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, to enter as a court order.

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

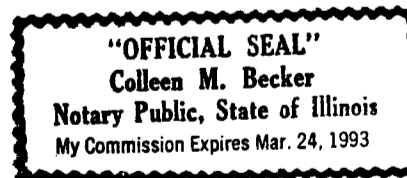
15. I make this agreement freely, under no duress or coercion of any kind and after consultation with my attorney.

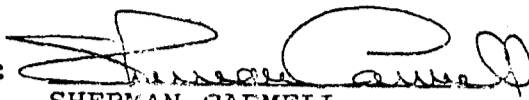
16. I have authorized my attorney to transmit this agreement, signed by me, to the Investigations Officer. When it is signed by the Investigations Officer, he will submit it to the Independent Administrator for approval.

Sworn to me this 11 day
of January 1993


Colleen M. Becker
Notary Public

Joseph L. Bernstein
JOSEPH L. BERNSTEIN




Witnessed: 
SHERMAN CARMELL
Attorney for Respondent

Agreed:


CHARLES M. CARBERRY
Investigations Officer

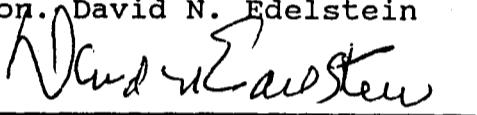
Dated: 1/13/93

Approved:


FREDERICK B. LACEY
Independent Administrator

Dated: 1/20/93

So Ordered:

Hon. David N. Edelstein

U.S.D.J.

Dated: 2/11/93

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INVESTIGATIONS OFFICER,	:
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Claimant,	:
	:
- v -	:
	:
	Charge
	:
JOSEPH L. BERNSTEIN,	:
Local 781	:
Chicago, Illinois	:
	:
Respondent.	:
-----X	

SIR:

You are hereby advised that the Investigations Officer has charged you with the violations 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 ONE

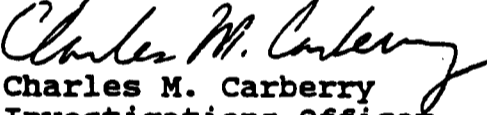
While an officer of Local 781 you embezzled and converted to your own use at least \$50,000 of the funds of Local 781 in violation of the IBT Constitution, Article XIX, Section 7(b)(1) and (3) and your fiduciary duties to the members, to wit:

From in or about 1966, Local 781 paid for your membership at the Hillcrest Country Club. This membership was

primarily for your personal use. Your personal use of the Hillcrest Country Club was unrelated to the Local's business and of no benefit to the members of Local 781. For example, in 1989 Local 781 paid a total of approximately \$12,862 for your membership at the Hillcrest Country Club. In 1989 you improperly caused Local 781 to pay approximately \$11,148 for your personal use of the Hillcrest Country Club. In 1990 Local 781 paid approximately \$16,969 for your membership at the Hillcrest Country Club. In 1990 you improperly caused Local 781 to pay approximately \$14,345 for your personal use of the Hillcrest Country Club.

Dated: New York, New York
October 8, 1992

Very truly yours,


Charles M. Carberry
Investigations Officer

cc: Frederick B. Lacey, Esq.
Richard Gilberg, Esq.
Steven C. Bennett, Esq.
Sherman Carmell, Esq.

JOSEPH L. BERNSTEIN
JOYCE BERNSTEIN
9531 N. AVERS AVE.
EVANSTON, ILL. 60203

4951

1/11 19 93 2-50/710

PAY TO THE ORDER OF Local 781, I.B.T. \$ 50,094.00

Fifty Thousand Ninety-Four & No/100^{ths} ----- DOLLARS

LaSalle National Bank

Chicago, Illinois 60680

MEMO Settlement Reimbursement

Joseph L. Bernstein

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