

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

<hr/>		:
UNITED STATES OF AMERICA,		:
		:
Plaintiff,		:
		:
v.		:
		:
INTERNATIONAL BROTHERHOOD OF		:
TEAMSTERS, <u>et al.</u>		:
		:
Defendants.		:
<hr/>		:

88 CIV. 4486 (LAP)

APPLICATION 117 OF THE  
INDEPENDENT REVIEW BOARD  
-- AGREEMENT BETWEEN THE  
INDEPENDENT REVIEW BOARD  
AND THOMAS CERBONE

Pursuant to Paragraph O. of the Rules and Procedures for Operation of the Independent Review Board for the International Brotherhood of Teamsters ("IRB Rules"), the Independent Review Board ("IRB") files this Application submitting the Compromise Agreement with Thomas Cerbone, a former member of Local 851 in Valley Stream, New York. The Agreement has been approved by the IRB and is submitted to Your Honor for review and, if appropriate, to be entered as an order.

The IRB held an in-person sworn examination of Thomas Cerbone on March 28, 2001. At that sworn examination, Thomas Cerbone was questioned regarding, among other things, his membership in Local 851 and whether he had any contact with individuals who had ties to organized crime, and whether he had ever solicited any drivers at Airborne Express to pay money to himself in return for their employment at Airborne Express.

After delays in being able to follow up on the results of the sworn examination but before formal charges could be recommended by the IRB to the IBT, Thomas Cerbone signed an Agreement seeking to resolve the matter. The Agreement is enclosed.

This Application complies with former United States District Court Judge David N. Edelstein's February 2, 1994, Order stating 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 Thomas Cerbone satisfies this procedure. One "backed" original and one copy of an Acknowledgment of Receipt are enclosed with this Application for execution by Your Honor.

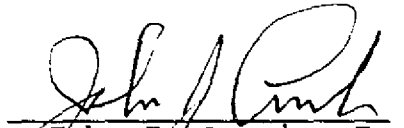
Effective May 4, 2005, Thomas Cerbone has agreed to permanently resign from the IBT and Local 851. From the effective date forward, he has further agreed not to:

- (1) hold any position with Local 851 or any employment, office, position or consulting or similar relationship, whether paid or unpaid, with Local 851 and any IBT Entities;
- (2) accept any salary, allowance, fee or compensation of any kind, except that he may receive any fully vested pension benefits;
- (3) accept any contributions on his behalf to any pension, health and welfare, severance or other benefit fund; and
- (4) receive any gratuities, severance payments or gifts of any kind whatsoever from Local 851 or IBT Entities and participate in any manner in any of the activities or affairs of Local 851 or any other IBT entities.

We have found the Agreement serves to resolve the matter 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 the 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."

By:

  
John J. Cronin, Jr.  
Administrator

Dated: May 4, 2005

-----X  
:
In the Matter of :
:
THOMAS J. CERBONE :
:
before the : AFFIDAVIT AND
: AGREEMENT
:
INDEPENDENT REVIEW BOARD :
:
-----X

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

THOMAS J. CERBONE, 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 (LAP) (S.D.N.Y.) (the "Consent Order") took my sworn examination on March 28, 2001. At this sworn examination, I was asked questions regarding, among other things, my membership in Local 851, whether I had any contact with individuals who have ties to organized crime, and whether I had ever solicited any drivers at Airborne to pay money to me in return for their employment at Airborne.

2. I make this Affidavit and Agreement (the "Agreement") to permanently resign from the International Brotherhood of Teamsters. This Agreement does not constitute an admission or denial of wrongdoing. I

understand that by entering into this Agreement, no charge alleging that I failed to cooperate with the IRB by not being truthful in my testimony will be filed against me.

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 851;

(b) 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");

4. I hereby permanently resign from the IBT and Local 851 effective upon the date this Agreement is approved by the IRB ("the effective date"). From the effective date forward, I agree never to hold membership in the IBT. From the effective date forward, I further agree never to hold any position with Local 851 or any employment, office, position or consulting or similar relationship, whether paid or unpaid, with Local 851 and any IBT Entities.

5. From the effective date of this Agreement forward, Local 851 and any other IBT Entities shall not pay to me, nor shall I accept, any salary, allowance, fee or compensation of any kind, except that I may receive any fully vested pension benefits.

6. From the effective date of this Agreement forward, Local 851 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. From the effective date of this Agreement forward, I will receive no gratuities, severance payments or gifts of any kind whatsoever from Local 851 or 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 851 or any other IBT Entities, including, but not limited to, meetings, discussions, consultations, negotiations, votes or any other business or activity of Local 851 and IBT Entities.

8. This Agreement is permanent.

9. 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, the Agreement will be null and void.

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

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

Thomas J. Cerbone  
THOMAS J. CERBONE

Sworn to before me this  
26<sup>th</sup> day of April, 2005

Linda H. Chan  
Notary Public

Queens County  
Regis # 62CH6028993  
Exp 8/9/05

AGREED:

Thomas N. Condeas  
for IBT Local 851 (President)

Dated: 4/28/05

APPROVED:

John J. Paul  
for the Independent Review Board

Dated: 5/4/05

So Ordered:

Loretta A. Preska  
Hon. Loretta A. Preska  
U.S. District Judge

Dated: May 12, 2005