

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,	:	
	:	
Plaintiff,	:	88 CIV. 4486 (LAP)
	:	
v.	:	APPLICATION 116 OF THE
	:	INDEPENDENT REVIEW BOARD
	:	-- AGREEMENT BETWEEN THE
INTERNATIONAL BROTHERHOOD OF	:	INDEPENDENT REVIEW BOARD
TEAMSTERS, <u>et al.</u>	:	AND PHILIP FASULO
	:	
Defendants.	:	
	:	

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 Philip Fasulo, a former member of Local 813 in Long Island City, 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 scheduled an in-person sworn examination of Philip Fasulo for April 7, 2003. At that sworn examination, Philip Fasulo would have been questioned regarding, among other things, his membership in Local 813 and whether he had any contact with individuals who have ties to organized crime. He did not appear for that sworn examination. Before formal charges could be

recommended by the IRB to the IBT, Philip Fasulo signed an Agreement seeking to resolve the matter. The Agreement is enclosed.

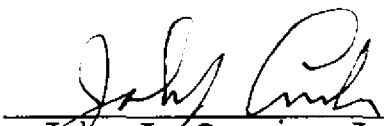
This Application complies with former United States District Court Judge David N. Edelstein's February 2, 1994, Order stating that all IRB Compromise Agreements shall "contain a paragraph informing signatories that the agreement will be reviewed and may be rejected." The Agreement reached between the IRB and Philip Fasulo 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, Philip Fasulo has agreed to permanently resign from the IBT and Local 813. From the effective date forward, he has further agreed not to:

- (1) hold any position with Local 813 or any employment, office, position or consulting or similar relationship, whether paid or unpaid, with Local 813 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;
- (4) receive any gratuities, severance payments or gifts of any kind whatsoever from Local 813 or IBT Entities; and
- (5) participate in any manner in any of the activities or affairs of Local 813 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

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:
In the Matter of :
:
PHILIP FASULO :
:
before the : AFFIDAVIT AND
: AGREEMENT
:
INDEPENDENT REVIEW BOARD :
:
-----X

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

PHILIP FASULO, 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") scheduled my sworn examination for April 7, 2003. At this sworn examination, I would have been asked questions regarding, among other things, my membership in Local 813 and whether I had any contact with individuals who have ties to organized crime. I did not appear for this sworn examination.

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 will be filed against me.

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 813;

(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. Effective upon the date this Agreement is approved by the IRB ("the effective date"), I agree never to hold membership in the IBT and Local 813. From the effective date forward, I further agree never to hold any position with Local 813 or any 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, 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 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. From the effective date of this Agreement forward, I will receive no gratuities, severance payments or gifts of any kind whatsoever from Local 813 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 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 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.

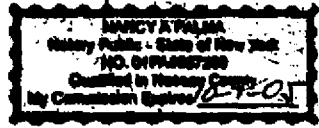
10. I make this Agreement freely, under no duress or coercion of any kind.

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.

[Handwritten Signature]
PHILIP FABULO

Sworn to before me this
17th day of April, 2005

Nancy G. Palano
Notary Public



AGREED:

[Handwritten Signature]
for IBT Local 813

Dated: 4/21/05

APPROVED:

[Handwritten Signature]
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