

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

| | | |
|-----------------------------|---|--------------------------|
| _____ | : | 88 Civ. 4486 (LAP) |
| UNITED STATES OF AMERICA | : | |
| | : | APPLICATION 99 OF THE |
| Plaintiff, | : | INDEPENDENT REVIEW BOARD |
| | : | -- AGREEMENT BETWEEN THE |
| v. | : | INDEPENDENT REVIEW BOARD |
| | : | AND FRANK ADAMO |
| INTERNATIONAL BROTHERHOOD | : | |
| OF TEAMSTERS, <u>et al.</u> | : | |
| | : | |
| Defendant. | : | |
| _____ | : | |

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 Frank Adamo ("Adamo"), member of Local 295 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 Agreement seeks to resolve the charge recommended by the IRB. The Agreement, with a copy of the charges annexed thereto as Exhibit A, is enclosed, with a transmittal letter to IBT General President James P. Hoffa.

This Application complies with 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 Adamo satisfies this procedure.

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.

Adamo was charged with bringing reproach upon the IBT and violating his membership oath in violation of Article II, Section 2(a), and Article XIX, Sections 7(b)(1) and (2) of the IBT Constitution by knowingly associating with persons he knew were permanently barred from the IBT, including Joseph Cammarano, Jr. and Joseph Cammarano, Sr..

Effective the date the IRB approves the Agreement, August 2, 2001, Adamo has agreed to permanently resign from the IBT and Local 295.

Adamo has further agreed not to:

- (1) hold any position with Local 295, any other employment, office, position or consulting or similar relationship, whether paid or unpaid, with Local 295 or any IBT entities;
- (2) accept any salary, severance payment, allowance, fee or compensation of any kind from Local 295 or any IBT entities, except that he may receive any fully vested welfare benefits;
- (2) receive any benefits, gratuities, severance payments or gifts of any kind whatsoever from Local 295 or any IBT entities;
- (3) accept any contributions on his behalf to any pension, health and welfare, severance or other benefit fund.

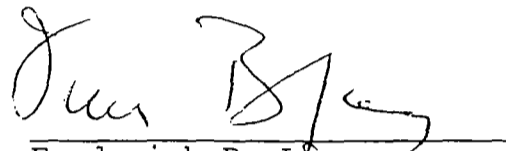
We have found the Agreement serves to resolve the IRB's recommendation in a fair and equitable manner.

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."

Dated: August 2, 2001

By:


Frederick B. Lacey
Member of the
Independent Review Board

AFFIDAVIT AND AGREEMENT

State of New York)
) SS:
County of Nassau)

FRANK ADAMO, being duly sworn, deposes and says, and agrees as follows:

1. On May 24, 2001, 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"), recommended that charges be filed against me for bringing reproach upon the International Brotherhood of Teamsters ("IBT") and violating my oath of membership in violation of Article II, Section 2(a) and Article XIX, Section 7(b)(1) of the IBT Constitution. The IBT adopted and filed these charges on May 31, 2001.

2. I make this Affidavit and Agreement (the "Agreement") to permanently resign my IBT membership in order to resolve the charges described in paragraph 1. This 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 IBT Local 295;

(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");

(c) I currently receive no salary, allowance, or remuneration of any kind from any IBT Entity.

4. I hereby permanently resign from the IBT and Local 295 effective upon the date this Agreement is approved by the Independent Review Board ("the Effective Date"). I agree never to hold membership in the IBT. From the effective date forward, I further agree not to hold any position with Local 295, any other employment, office, position or consulting or similar relationship, whether paid or unpaid, with Local 295 or any IBT Entities.

5. From the effective date of this Agreement forward, Local 295 and any other IBT Entities shall not and shall not become obligated to pay to me, nor shall I make a claim for or 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 295 or IBT Entities. From the effective date of this Agreement forward, Local 295 or any other IBT Entities shall not and shall not become obligated to make, nor shall I make a claim for or accept, any contributions on my behalf to any pension, health and welfare, severance or other benefit fund.

7. Nothing in this Agreement shall be construed to prohibit me from maintaining agency fee payor status in Local 295 and working under a collective bargaining agreement between my employer and an IBT entity, provided that I satisfy all financial obligations to the Local Union, as may be required by applicable law. Nothing in this Agreement shall be construed to prohibit my employer from making contributions on my behalf to joint employer/union benefit funds, as may be required by the applicable

collective bargaining agreement. This agreement is signed with the understanding that I will be allowed to fully participate in all benefit fund programs as per the applicable collective bargaining agreement between my employer and Local 295.

8. From the effective date of this Agreement forward, I shall not participate in any manner in any of the activities or affairs of Local 295 or any other IBT Entities, including, but not limited to, meetings, discussions, consultations, negotiations, votes or any other business or activity of Local 295 or IBT Entities.

8. This Agreement is permanent.

9. I have entered this Agreement on the understanding that the IBT agrees that it will not proceed with the charges described in Paragraph 1 above.

10. I understand that the IBT's agreement is limited to the recommended 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 and Local Union 295 arising out of the allegations contained in the recommended charges described in Paragraph 1 or any other investigation.

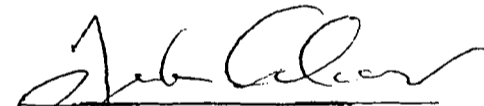
11. I understand and agree that this Agreement will be submitted to the Independent Review Board ("IRB") for its review and, if approved by the IRB, it will be submitted to the United States District Court for the Southern District of New York for review. I understand that if this Agreement is approved 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. If this Agreement is not approved by 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 and after consultation with my attorney.


13. I have authorized my attorney to transmit this Agreement, signed by me, to the International Brotherhood of Teamsters. When it is signed by the authorized agent of the IBT, it will then be submitted to the Independent Review Board. When it is signed by the authorized agent of the Independent Review Board, it will be submitted to the Court for review.

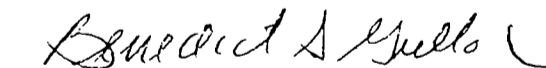
Further Affiant sayeth not.


Frank Adamo

Subscribed and sworn to before me by Frank Adamo, this 13TH day of July, 2001, to be his free act and deed.

Notary Public
My commission expires _____


Benedict S. Gullo, Jr.
Counsel for Frank Adamo


BENEDICT S. GULLO, JR.
Notary Public, State of New York
No. 4993349-Suffolk County
Commission Expires October 29, 2002

Date: July 13, 2001

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
25 Louisiana Avenue, N.W.
Washington, D.C. 20001
(202) 624-6945

By: *Patrick J. Szymanski*
Patrick J. Szymanski
General Counsel

Date: 7-19-01

Approved:
James Blaney
for the Independent Review Board

Date: 8/2/2001

So Ordered:
Hon. Loretta A. Preska
Loretta A. Preska
U.S. District Judge

Date: August 7, 2001