

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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

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 Louis Smith ("Smith"), President and member of Local Union 810 in New York, New York. 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. Louis Smith. The Agreement, with a copy of the charge annexed thereto as Exhibit A, is enclosed, with a transmittal letter thereof to IBT Local 810 Members of the Executive Board.

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 Smith 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.

Smith was charged with bringing reproach upon the IBT in violation of Article II, Section 2(a) and Article XIX, Sections 7(b)(1) and (2) of the IBT Constitution for entering into a sham collective bargaining agreement with Compuspace in which the only member was an owner of the company.

Effective the date the IRB approves the Agreement, May 25, 2000, Smith has agreed to a suspension of thirty days.

Smith has further agreed not to:

(1) hold any positions described in paragraph 3 (b-h) of the Agreement, any office, employment or consulting position with the IBT, Local 810, and any IBT Entity;

(2) accept or solicit any salary, compensation or benefit fund contributions of any kind from Local 810 and IBT Entities, except that he may receive any fully vested pension benefits and fully vested welfare benefits;

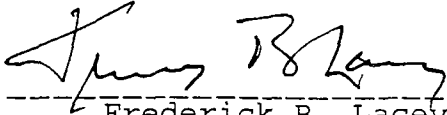
(3) participate in any manner in any of the activities or affairs of Local 810 or any other IBT Entities, including, but not limited to, meetings, discussions, consultations, negotiations, votes or any other business or activity of Local 810 and IBT Entities.

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: May 25, 2000

By:   
-----  
Frederick B. Lacey  
Member of the  
Independent Review Board

-----X  
: In the Matter of :  
: LOUIS SMITH :  
: Before the : AFFIDAVIT AND AGREEMENT  
: INDEPENDENT REVIEW BOARD :  
: :  
-----X

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

LOUIS SMITH, 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 (DNE) (SDNY) (the "Consent Order") has scheduled a hearing on the charges filed against me alleging that I brought reproach upon the IBT and violated my membership oath by entering into a sham collective bargaining agreement with Compuspace in which the company owner was the only member.

2. I make this Affidavit and Agreement (the "Agreement") to resolve the charges described in paragraph 1. This Agreement does not constitute an admission or denial 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 810;

(b) I am the President of IBT Local 810;

(c) I am the Secretary-Treasurer of Joint Council  
16;

(d) I am a Trustee of the United Wire, Metal and  
Machine Pension Fund;

(e) I am a Trustee of the United Wire, Metal and  
Machine Health and Welfare Fund;

(f) I am a Trustee of the Local 875 Pension Fund;

(g) I am the Administrator of the Local 875  
Pension Fund;

(h) I currently hold no other 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 that for a period of  
thirty days I will not serve in any of the positions described in  
paragraph 3(b)-(h) above and any other employment, office,  
position or consulting or similar relationship, whether paid or  
unpaid, with any IBT Entities.

5. During the thirty day suspension described in  
paragraph 4 above, Local 810 and any other IBT Entities shall not

pay to me, nor shall I accept, any salary, allowance, fee or compensation of any kind.

6. During the thirty day suspension described in paragraph 4 above, Local 810 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 thirty day suspension described in paragraph 4 above, I will receive no gratuities, severance payments or gifts of any kind whatsoever from Local 810 or IBT Entities.

7. During the thirty day suspension described in paragraph 4 above, I shall not participate in any manner in any of the activities or affairs of Local 810 or any other IBT Entities, including, but not limited to, meetings, discussions, consultations, negotiations, votes or any other business or activity of Local 810 and IBT Entities.


8. I understand that the IRB's Agreement would be to resolve the charges filed against me described in paragraph 1.

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

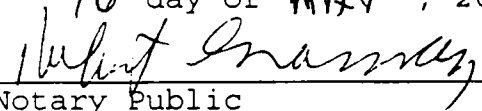
as to whether this Agreement will be approved by the IRB or the United States District Court for the Southern District of New York. If this Agreement is not approved by the IRB or the United States District Court for the Southern District of New York, there will be no Agreement.

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 approved by the IRB, it will be submitted to the Court for review.

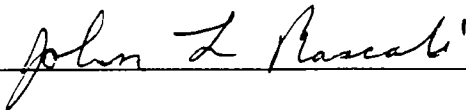
  
\_\_\_\_\_  
LOUIS SMITH

Sworn to before me this  
16 day of MAY, 2000

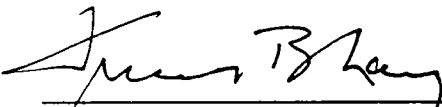
  
\_\_\_\_\_  
Notary Public

**ROBERT GROSSMAN**  
Notary Public State of New York  
No. 01GR1589730  
Qualified in Nassau County  
Commission Expires May 31, 2001

Witnessed

  
\_\_\_\_\_

Agreed:

  
\_\_\_\_\_  
for the Independent Review Board

Dated May 25, 2000

So Ordered:  
Hon. David N. Edelstein

\_\_\_\_\_  
U.S. District Judge

Dated \_\_\_\_\_

... 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, there will be no Agreement.

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 approved by the IRB, it will be submitted to the Court for review.

*Louis Smith*  
LOUIS SMITH

Sworn to before me this  
16 day of July, 2000

*Robert Grossman*  
Notary Public

ROBERT GROSSMAN  
Notary Public State of New York  
No. 01GR1589730  
Qualified in Nassau County  
Commission Expires May 31, 2001

Witnessed

*John L. Rascabi*

Approved:

*James B. Lee*  
The Independent Review Board

Dated May 25, 2000

Approved:

David N. Edelstein

*David Edelstein*  
United States District Judge

Dated June 14, 2000