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 INVESTIGATIONS OFFICER, :
 Claimant : AFFIDAVITS AND AGREEMENT
 - v - :
 GILBERTO SOTO, JOHN BROWN, :
 VICTOR MEJIA, JOHN GUAGLIARDO, :
 GREGORY CANSLER, NORBERTO :
 COSTA, :
 LOCAL 11 :
 Respondents. :
 _____ X

STATE OF NEW JERSEY)
) SS.4
 COUNTY OF ESSEX)

GILBERTO SOTO, JOHN BROWN, JOHN GUAGLIARDO, VICTOR MEJIA, GREGORY CANSLER and NORBERTO COSTA (collectively, the "Local 11 Executive Board"), being duly sworn, depose and say, and agree 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 us pursuant to the Consent Order (the "charges"), except no charge is filed against Victor Mejia. A copy of the charges are annexed as Exhibit A and incorporated herin.

2. We make this affidavit and agreement (the "agreement") to resolve the charges. This agreement does not constitute an admission or denial of the charges.

3. We represent and agree to the following:

(a) William Feeney is President of Local 11, employed by Local 11 as a Business Agent, and is a Trustee of the Local 11 Welfare and Pension Fund;

(b) Gilberto Soto is Secretary-Treasurer of Local 11 and employed by Local 11 as a Business Agent;

(c) John Brown is Vice President of Local 11;

(d) John Guagliardo is Recording Secretary of Local 11 and employed by Local 11 as a Business Agent;

(e) Victor Mejia is Trustee of Local 11;

(f) Gregory Cansler is Trustee of Local 11;

(g) Norberto Costa is Trustee of Local 11;

(h) Gregory Feeney was employed by Local 11 as a Business Agent; and

(i) Patricia Feeney was employed by Local 11 as a secretary and a member of the clerical staff.

4. Gregory Feeney and Patricia Feeney hold no other memberships or elected or appointed offices of any kind, paid or unpaid, in Local 11 or any of its affiliated entities including health and welfare funds benefit plans or such other entities (collectively "Local 11 entities").

5. Simultaneous to the submission of the agreement to the Independent Administration and effective immediately, we understand that William A. Feeney shall resign as President of Local 11, Trustee of the Local 11 Welfare and Pension Fund and all other elected or appointed offices, paid or unpaid, in any IBT Entities, nor will William A. Feeney be permitted to seek or accept any other IBT offices, paid or unpaid, provided, however, William A. Feeney may remain a member of the IBT and employed by Local 11 as a Business Agent. We, the Local 11 Board, and any successor members of the Local 11 Board shall not permit William A. Feeney to participate in any manner whatsoever in the deliberations, decisions or other activities of the Local 11

Board. William A. Feeney shall not attend meetings of the Local 11 Board except as necessary to report to the board about his activities as a business agent.

6. The Local 11 Board and any succession members of Local 11 Board shall not employ Gregory Feeney as an employee, consultant or in any other capacity paid or unpaid in or by Local 11.

7. The Local 11 Board and any successor member of the Local 11 Board shall not employ Patricia Feeney as an employee, consultant or in any other capacity, paid or unpaid, in any Local 11.

8. Neither Gregory Feeney nor Patricia Feeney, shall receive, or have received any benefits, gratuities or gifts of any kind from the Local except for accrued vacation not to exceed two weeks. *

9. We have authorized the commencement of an action entitled Teamsters Union Local 11 v. Robert J. Feeney, UNN-L-6335.91, Superior Court of New Jersey, Law Division, Union County. A copy of the complaint filed in the action is annexed as Exhibit B. We agree to continue to take all necessary steps to recover from Robert J. Feeney the sum of \$41,440.08, representing Local 11 funds used to pay Robert J. Feeney's legal fees and expenses, and to have such sum returned to the general fund of Local 11. In pursuing recovery, we agree to aggressively and diligently prosecute the action Teamster Union Local 11 v. Robert J. Feeney, and personally pay the legal fees, costs and expenses associated with the action, and not expend any funds of Local 11 in connection with the action. We also represent that, to date, we have personally repaid \$20,500. to the Local for

* Patricia Feeney received payment in the sum of \$320.00 for four days unused sick leave, and \$400.00 severance pay; Gregory Feeney received one week severance pay in the sum of \$950.00 or the equivalent of one week's salary.

W.B. V. 11 D P -

monies spent on Robert J. Feeney's legal fees and expenses.

10. This agreement is permanent.

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

13. We understand that the Investigations Officer's agreement is limited to the charges described above and that he expressly reserves the right to pursue charges against any other officer or entity of the IBT or Local 11, arising out of the allegations contained in the charges or any other investigations.

14. We agree that this agreement will be submitted to the Independent Administrator for his review and approval. If approved by the Independent Administrator, we understand he will apply to the district court for that court to enter this agreement as an order.

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

14. We make this agreement freely, under no duress or coercion of any kind, after consultation with our attorney.

*Sworn to before me
this 27th day of December 1991*

Ellen A. Lesch
ELLEN A. LESCH
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES DEC. 12, 1994
Sworn to before me
this 27th day of December 1991

[Signature]

GILBERTO SOTO

Ellen A. Lesch
ELLEN A. LESCH
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES DEC. 12, 1994
Sworn to before me
this 27th day of December 1991

[Signature]

JOHN BROWN

Ellen A. Lesch
ELLEN A. LESCH
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES DEC. 12, 1994

[Signature]

JOHN GUAGLIARDO

Sworn to before me
this 27th day of December 1991

Ellen A. Lesch

ELLEN A. LESCH
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES DEC. 12, 1994

Victor Mejia

VICTOR MEJIA

Sworn to before me
this 27th day of December 1991

Ellen A. Lesch

ELLEN A. LESCH
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES DEC. 12, 1994

Gregory Cansler

GREGORY CANSLER

Sworn to before me
this 27th day of December 1991

Ellen A. Lesch

ELLEN A. LESCH
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES DEC. 12, 1994

Norberto Costa

NORBERTO COSTA

Sworn to before me
this day of December 1991

Zachary Schneider

ZACHARY SCHNEIDER, ESQ.
Attorney for Local 11
Executive Board

Agreed:

Charles M. Carberry

Charles M. Carberry
Investigations Officer

12-31-90
DATED

Approved:

Frederick B. Lacey

Frederick B. Lacey
Independent Administrator

1/8/92
DATED

SO ORDERED:

David N. Edelstein
United States District Judge

DATED

FD# 74

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INVESTIGATIONS OFFICER,	:	
Claimant,	:	
	:	
- v -	:	<u>CHARGE</u>
JOHN BROWN,	:	
Vice President,	:	
Local 11,	:	
Respondent.	:	
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SIR:

You are hereby advised that the Investigations Officer has charged you with the violations listed below in accordance with the powers granted to 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

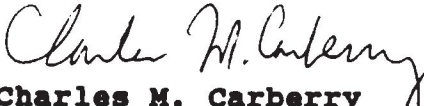
While Vice President of Local 11, you acted in a manner to bring reproach upon the IBT, violated your fiduciary duties, violated your oath, in violation of Article II, Section 2(a) and Article XIX, Section 6(b) and (2) of the IBT Constitution.

TO WIT, while Vice President of Local 11 you wilfully disregarded your fiduciary duty to investigate and to act with respect to allegations and evidence that Robert J. Feeney committed criminal acts by extorting money from catering truck

drivers in the state of New Jersey, used Local 11 automobiles in furtherance of his extortion scheme, wrongfully used funds of Local 11 to pay personal legal fees and expenses, and invoked the fifth amendment privilege against self-incrimination during his sworn statement before the Investigations Officer.

Dated: December 27, 1991
New York, New York

Very truly yours,


Charles M. Carberry
Investigations Officer

cc: Frederick B. Lacey, Esq.
James T. Grady, Esq.
Edward T. Ferguson, Esq.