

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA	:	88 Civ. 4486 (DNE)
	:	
Plaintiff,	:	APPLICATION XIX OF THE
	:	INDEPENDENT REVIEW BOARD
v.	:	-- AGREEMENT BETWEEN THE
	:	INDEPENDENT REVIEW BOARD
INTERNATIONAL BROTHERHOOD	:	AND ANGELO PACCIONE
OF TEAMSTERS, et al.,	:	
	:	
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 Angelo Paccione ("Paccione"), a former member of Local Union 813 in New York City, 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. Angelo Paccione. The Agreement, with a copy of the charges annexed thereto as Exhibit A, is enclosed herewith.

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 Angelo Paccione satisfies this procedure for Your Honor's review.

Paccione was charged with bringing reproach upon the IBT and violating his membership oath in violation of Article II, 2(a) and Article XIX, Section 7(b)(1), (2), and (9), for knowingly associating with La Cosa Nostra member James Failla. He was further charged with bringing reproach upon the IBT and violating his membership oath in violation of Article II, 2(a) and Article XIX, Section 7(b)(1), (2), and (11) for engaging in a racketeering enterprise, racketeering conspiracy and mail fraud.

Effective the date the IRB approved the Agreement, April 19, 1995, Paccione has agreed to resign permanently from membership in the IBT.

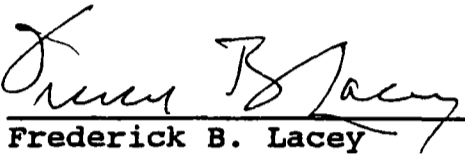
Paccione has further agreed not to:

- (1) hold any position with Local 813, any employment, office, position or consulting or similar relationship, whether paid or unpaid, with Local 813 and any IBT Entities;
- (2) accept any salary, severance payment, allowance, fee or compensation of any kind;
- (3) receive benefits, gratuities, severance payment or gifts of any kind from Local 813 or IBT Entities, nor shall he accept any contributions on his behalf to any pension, health and welfare, severance or other benefit fund;
- (5) 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.

We have found the Agreement comports with Your Honor's February 2, 1994, Order and serves to resolve the charges 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.

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

Dated: April 20, 1995

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 In the Matter of :
 :
 ANGELO PACCIONE :
 :
 Before the : AFFIDAVIT AND AGREEMENT
 :
 INDEPENDENT REVIEW BOARD :
 :
 :
 :
 -----x

STATE OF PENNSYLVANIA
) ss.:
 COUNTY OF LYCOMING)

ANGELO PACCIONE, being duly sworn, deposes and says,
 and agrees as follows:

1. The Independent Review Board, 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 me pursuant to the Consent Order. A copy of the charges is attached as Exhibit A and made a part of this Affidavit and Agreement.

2. I make this Affidavit and Agreement (the "Agreement") to resolve the charges. This Agreement does not constitute an admission of the charges.

3. 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. I understand that this Agreement is subject to review by the United States District Court for the Southern District of New York and if, upon review, this Agreement is not approved by the United States District Court for the Southern District of New York, this Agreement will be void.

4. I represent and agree to the following:

- (a) I was a member of the International Brotherhood of Teamsters ("IBT") and a 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");
- (c) I currently receive no salary, allowances, or remuneration of any kind from any IBT Entity.

5. I hereby permanently resign from the IBT and Local 813 effective upon the date this agreement is approved by the Independent Review Board ("the effective date"). From the effective date forward, I agree never to hold membership in the IBT. From the effective date of this agreement forward, I further agree never to hold any position with Local 813, any positions mentioned in paragraphs 4(a)-(b) above, and any other employment, office, position or consulting or similar relationship, whether paid or unpaid, with Local 813 and any IBT Entities.

6. 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, severance payment, allowance, fee or compensation of any kind, except that I may receive my fully vested pension benefits.

7. I will receive no benefits, gratuities, severance payment or gifts of any kind whatsoever from Local 813 or IBT Entities. 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.

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 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.

9. This agreement is permanent.

10. I have entered this agreement on the understanding that the Independent Review Board agrees that it will not pursue the charges.

11. I understand that the Independent Review Board's agreement is limited to the charges described above and attached as Exhibit A, and it expressly reserves the right to pursue charges against any other officer, member, employee or entity of the IBT and Local 813 arising from the allegations contained in the charges or from any other investigation.

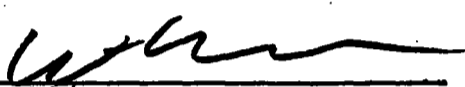
12. I make this agreement freely, under no duress or

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 Independent Review Board. When it is signed by the Independent Review Board, it will be submitted to the Court for review.


ANGELO PACCIONE

Sworn to before me this 27th
day of February, 1995


Notary Public

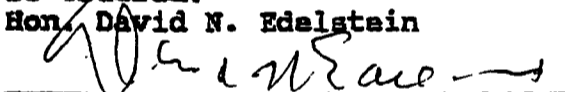
Witnessed _____

Agreed:


For the Independent Review Board

Dated April 19, 1995

So Ordered:

Hon. David N. Edelstein

U.S. District Judge

Dated APRIL 24, 1995