

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

_____	:	88 Civ. 4486 (DNE)
UNITED STATES OF AMERICA	:	
	:	APPLICATION VI OF THE
Plaintiff,	:	INDEPENDENT REVIEW BOARD
	:	-- AGREEMENT BETWEEN THE
v.	:	INDEPENDENT REVIEW BOARD
	:	AND ANTHONY RAZZA
INTERNATIONAL BROTHERHOOD	:	
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 Anthony Razza ("Razza"), Secretary-Treasurer of Local Union 851, Trustee of Local Union 851 Health and Welfare Fund, and Trustee of Local Union 851 Pension Fund. 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. Anthony Razza. The Agreement, with a copy of the charges annexed thereto, is enclosed herewith.

Razza was charged with bringing reproach upon the IBT and violating his membership oath in violation of Article II, Section 2(a) and Article XIX, Section 7(b)(1), (2) and (9) of the IBT Constitution by knowingly associating with Patrick Dellorusso, a member of La Cosa Nostra.

Razza was further charged with bringing reproach upon the IBT in violation of Article II, Section 2(a) and Article XIX, Section 7(b) (1) and (2) and Section 14(i) of the IBT Constitution by

refusing to appear for his sworn in-person examination pursuant to Paragraph H.3(c) of the IRB Rules.

Effective the date the IRB approved the Agreement, May 10, 1994, Razza has agreed to permanently resign from the IBT and all of his positions with Local Union 851 in Valley Stream, New York, and currently holds no position with any IBT Entity.

He has further agreed not to:

(1) Hold membership in the IBT, any position with Local Union 851, any positions mentioned in paragraphs 3(a)-(d) of the Agreement, and any other employment, office, position or consulting or similar relationship, whether paid or unpaid, with Local Union 851 and any IBT Entities;

(2) accept any salary, severance payment, allowance, fee or compensation of any kind from Local Union 851 or IBT Entities;

(3) receive any benefits, gratuities, severance payment or gifts of any kind whatsoever from Local Union 851 or IBT Entities;

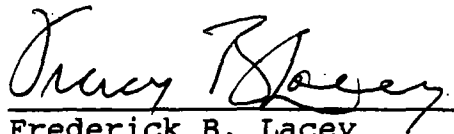
(4) accept any contributions on his behalf to any pension, health and welfare, severance or other benefit fund, except that he may receive his fully vested pension benefits;

(5) participate in any manner in any of the activities or affairs of Local Union 851 or any IBT Entities, including, but not limited to, meetings, discussions, consultations, negotiations, votes or any other business or activity of Local Union 851 or IBT Entities.

We have found the Agreement 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: May 23, 1994

-----X
 In the Matter of :
 ANTHONY RAZZA : AFFIDAVIT AND AGREEMENT
 Before the Independent Review :
 Board :
 -----:

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

ANTHONY RAZZA, being duly sworn, deposes, 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 ("the Charges"). 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. The 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 Local 851;
- (b) I was the Secretary Treasurer of Local 851;
- (c) I was a Trustee of the Local 851 Health and Welfare Fund and a Trustee of the Local 851 Pension Fund;

(d) I currently hold no other elected or appointed office or position 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");

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

4. I hereby resign from the IBT and from all my positions with Local 851 and all IBT Entities, 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 851, any positions mentioned in paragraphs 3(a)-(d) above, and any other employment, office, position or consulting or similar relationship, whether paid or unpaid, with Local 851 and any IBT Entities.

5. From the effective date of this agreement forward, Local 851 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.

6. I will receive no benefits, gratuities, severance payment or gifts of any kind whatsoever from Local 851 or IBT Entities. From the effective date of this agreement forward, Local 851 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.

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 851 or any other IBT Entities, including, but not limited to, meetings, discussions, consultations, negotiations, votes or any other business or activity of Local 851 and IBT Entities.

8. This agreement is permanent.

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

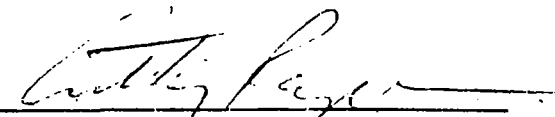
10. I understand the Independent Review Board's agreement is limited to the charges described above and attached as Exhibit A, and it expressly reserves the right to pursue charges against any other officer, member, employee or entity of the IBT and Local 851 arising out of the allegations contained in the charges or any other investigations.

11. I agree that this agreement will be submitted to the United States District Court for the Southern District of New York for review and approval and, if approved by the court, to be entered as a court order.

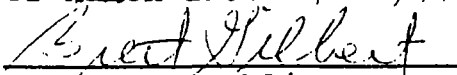
12. I understand that the Independent Review Board makes no representation as to the determination of the court with respect to this agreement.

13. I make this agreement freely, under no duress or coercion of any kind and after consultation with my attorney.


14. 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 approval.


ANTHONY RAZZA


Sworn to me this 21st day
of ~~March 1994~~ April, 1994.


Notary Public

MAEY GLEBERT
Notary Public, State of New York
No. 040294103
Qualified in New York County
Commission Expires February 22, 1996

Witnessed: 
BENJAMIN BRAFFMAN
Attorney for Respondent

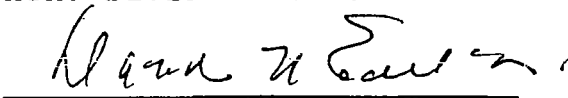
Agreed:


for the Independent Review Board

Dated: 5/10/94

So Ordered:

Hon. David N. Edelstein


U.S.D.J.

Dated: NEW YORK, NEW YORK
JUNE 20, 1994

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

_____	:	88 Civ. 4486 (DNE)
UNITED STATES OF AMERICA	:	
	:	APPLICATION VII OF THE
Plaintiff,	:	INDEPENDENT REVIEW BOARD
	:	-- AGREEMENT BETWEEN THE
v.	:	INDEPENDENT REVIEW BOARD
	:	AND ROBERT RABBITT, SR.
INTERNATIONAL BROTHERHOOD	:	
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 Robert Rabbitt, Sr., member and former Secretary-Treasurer of Local Union 807 in Long Island 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. Robert Rabbitt, Sr. The Agreement, with a copy of the charges annexed thereto, is enclosed herewith.

Rabbitt was charged with bringing reproach upon the IBT in violation of Article II, Section 2(a) and Article XIX, Section 7(b)(2) of the IBT Constitution by taking money from an employer, Ronald Muller from Convention Air, Inc., in exchange for not objecting to and allowing Muller to use non-union trucking companies to haul Convention Air's freight at the Javits Center and for assigning Local 807 members to unload the non-union trucks.

Rabbitt was further charged with bringing reproach upon the IBT in violation of Article II, Section 2(a) and Article XIX, Section 7(b)(1), (2) and Section 14(i) of the IBT Constitution by failing to cooperate with the duties of the Independent Review Board by refusing to answer questions during his sworn in-person examination pursuant to Paragraph H.3(c) of the IRB Rules.

Effective the date the IRB approved the Agreement, May 31, 1994, Rabbitt has agreed to serve a five-year suspension in which he will not seek or accept membership in the IBT.

He has further agreed not to:

(1) Receive any benefits, gratuities, or gifts of any kind whatsoever from Local Union 807 or IBT Entities;

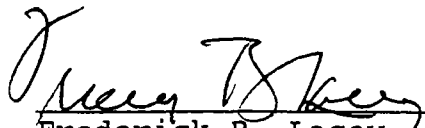
(2) accept any contributions on his behalf to any pension, health and welfare, or other benefit plan, except that he may claim benefits that are prepaid and vested as of the effective date of his resignation or that he may pay from his own money;

(3) hold, seek or accept election or appointment to any office, paid or unpaid, in any IBT Entities;

(4) hold, seek or accept any employment, consulting or other similar relationships of any kind with any IBT Entity.

We have found the Agreement 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: June 1, 1994

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

(d) I have resigned, effective May 31, 1994, as a member of Local 807 and as a member of the IBT.

(e) I will receive no benefits, gratuities or gifts of any kind from the Local. No further contributions may be made on my behalf from Local 807 or any IBT Entity to any pension, health and welfare or other benefit plan. I may, however, claim pension or health and welfare benefits that are (i) prepaid and vested as of the effective date of my resignation, or (ii) that I may pay from my own money.

(f) From the effective date of my resignation forward, for a period of five (5) years, ending on May 31, 1999, I will not hold, seek or accept election or appointment to any office, paid or unpaid, in any IBT Entities nor will I hold, seek or accept any employment, consulting or other similar relationship of any kind with any IBT Entity. From the effective date of my resignation forward for a period of five (5) years, ending on May 31, 1999, I will not seek or accept membership in the IBT.

(g) This agreement is permanent.

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

5. I understand the Independent Review Board's agreement is limited to the charges annexed as Exhibit A and it expressly reserves the right to pursue charges against any other officer or entity of the IBT or Local 807 arising out of the allegations contained in the charges or any other investigations.

United States District court for the souther District of New York for review and approval and, if approved by the court, to be entered as an order.

7. I understand the Independent Review board makes no representation as to the determination of the court with respect to this agreement.

8. I make this agreement after consultation with my attorney and I fully understand its terms.

9. 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 approval.

Robert Rabbitt, Sr.
ROBERT RABBITT, Sr.

Sworn to before me
this 30th day of May 1994.

James J. Murray
NOTARY PUBLIC

JAMES J. MURRAY
Notary Public, State of New York
No. 41-8079154
Qualified in Westchester County
Commission Expires March 30, 1994
SEPT

Witnessed J. Kenneth O'Connor
J. Kenneth O'Connor
Attorney for Respondent

Agreed: John J. Romo
for the Independent Review Board

Dated May 31, 1994

So Ordered:
Hon. David N. Edelstein
David N. Edelstein

Dated June 30, 1994