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INVESTIGATIONS OFFICER, :  
: Claimant, :  
: against - :  
: JAMES MOAR, :  
: Respondent. :  
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AFFIDAVIT AND AGREEMENT

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

JAMES MOAR, being duly sworn, deposes, says and agrees 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 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 25;
- (b) I was the Vice President of Local 25;
- (c) I currently hold no 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").

4. I hereby resign from the IBT and from all my positions with Local 25 and all IBT Entities, effective upon the date this agreement is approved by the Independent Administrator ("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 25, any positions mentioned in paragraphs 3(a)-(c) above, and any other employment, office, position or consulting or similar relationship, whether paid or unpaid, with Local 25 and any IBT Entities.

5. From the effective date of this agreement forward, Local 25 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. From the effective date of this agreement forward, Local 25 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. I will receive no benefits, gratuities, severance payment or gifts of any kind whatsoever from Local 25 or IBT Entities.

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 25 or any other IBT Entities, including, but not limited to, meetings, discussions, consultations, negotiations, votes or any other business or activity of Local 25 and IBT Entities. From the effective date of this agreement, I shall not enter or telephone the offices of Local 25 or any IBT Entities.

8. This agreement is permanent.

9. I have entered this agreement on the understanding that the Investigations Officer agrees he will not pursue charges against me, including the charges attached as Exhibit A.

10. I understand the Investigations Officer expressly reserves the right to pursue charges against any other officer, member, employee or entity of the IBT and Local 25 arising out of the allegations contained in the charges or any other investigations.

11. I agree that this agreement will be submitted to the Independent Administrator for his review and approval. If approved by the Independent Administrator, I understand he will submit it to the United States District Court for the Southern District of New York for that court to approve and, if approved, to enter as a court order.

12. I understand that the Investigations Officer makes no representation as to the determination of the Independent Administrator or 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 Investigations Officer. When it is signed by the Investigations Officer, he will submit it to the Independent Administrator for approval.

James M. Moar  
JAMES MOAR

Sworn to me this 18<sup>th</sup> day  
of September, 1992

M. Blair Bigelow  
Notary Public

My commission expires  
July 16, 1993

Witnessed: M. Blair Bigelow  
M. BLAIR BIGELOW  
Attorney for Respondent

Agreed:

Charles M. Carberry  
CHARLES M. CARBERRY  
Investigations Officer

Dated: Sept 20, 1992

Approved:

Frederick B. Lacey  
FREDERICK B. LACEY  
Independent Administrator

Dated: 9/28/92

So Ordered:

Hon. David N. Edelstein

David N. Edelstein  
U.S.D.J.

Dated: Oct 6, 1992

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INVESTIGATIONS OFFICER,  
Claimant,

- v -

CHARGE

JAMES MOAR  
Local 25  
Boston, Massachusetts

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 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 a member of Local 25 you brought reproach upon the IBT in violation of Article II, Section 2(a) and Article XIX, Section 7(b) of the IBT Constitution and obstructed, interfered and unreasonably failed to cooperate with the duties of the court-appointed officers under the Consent Order, to wit:

On September 3, 1992, you willfully and without justification refused to appear for your sworn in-person examination pursuant to Paragraph 12(c) of the Consent Order, as required.

Dated: New York, New York  
September 18, 1992

Very truly yours,

*Charles M. Carberry*  
Charles M. Carberry  
Investigations Officer

cc: Frederick B. Lacey, Esq.  
Richard Gilberg, Esq.  
Steven Bennett, Esq.