

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

_____	:	88 Civ. 4486 (DNE)
UNITED STATES OF AMERICA	:	
	:	APPLICATION LXXXIII OF THE
Plaintiff,	:	INDEPENDENT REVIEW BOARD
	:	-- AGREEMENT BETWEEN THE
v.	:	INDEPENDENT REVIEW BOARD
	:	AND LARRY PLOTNICK
INTERNATIONAL BROTHERHOOD	:	
OF TEAMSTERS, <u>et al.</u>	:	
	:	
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 Larry Plotnick ("Plotnick") member and President of Local Union 815 in Englewood Cliffs, New Jersey. 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 charges recommended by the IRB and subsequently filed by Joint Council 16. The Agreement, with an exhibit annexed thereto as Exhibit A and a copy of the charges annexed thereto as Exhibit B, is enclosed, with a transmittal letter thereof to IBT Joint Council 16 President Anthony Rumore.

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 Plotnick 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.

Plotnick was charged with bringing reproach upon the IBT and breaching his fiduciary duties to the members in violation of Article II, Section 2(a) and Article XIX, Sections 7(b)(1), (2) and (3) of the IBT Constitution by embezzling Local Union funds. He was further charged with bringing reproach upon the IBT and breaching his fiduciary duties to the member in violation of Article II, Section 2(a) and Article XIX, Sections 7(b)(1), (2) and (5) of the IBT Constitution by causing the Local Union to fail to maintain required records and to have false records.

Effective the date the IRB approves the Agreement, June 6, 2000, Plotnick has agreed to resign permanently from membership in the IBT.

Plotnick has further agreed not to:

(1) hold any positions described in paragraph 3 (a-c) of the Agreement, any employment, office, position or consulting or similar relationship with Local 815 or any IBT Entities;

(2) accept any salary, severance payment, allowance, fee or compensation of any kind or benefit fund contributions of any kind, except that he may receive any fully vested pension benefits and fully vested welfare benefits;

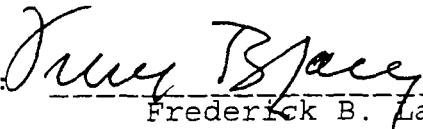
(3) accept benefits, gratuities, severance payment or gifts of any kind from Local 815 or IBT Entities;

(4) participate in any manner in any of the activities or affairs of Local 815 or any other IBT Entities, including, but not limited to, meetings, discussions, consultations, negotiations, votes or any other business or activity of Local 815 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: June 6, 2000

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

-----x  
:  
In the Matter of proposed charges against :  
Larry Plotnick, President of Local 815 :  
: **AFFIDAVIT AND AGREEMENT**  
:  
Before the :  
Independent Review Board :  
----- x

STATE OF NEW JERSEY )  
COUNTY OF ESSSEX )

Larry Plotnick, 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 the United States v. International Brotherhood of Teamsters, 88 Civ. 4486 (DND) (SDNY) (the "Consent Order"), filed charges against me alleging, inter alia, that I embezzled Local 815 funds.

2. I make this Affidavit and Agreement (the "Agreement") to permanently resign my IBT membership and all IBT affiliated positions in order to resolve the IRB charges described in paragraph 1. This Agreement does not constitute an admission or a denial of the IRB charges.

3. 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 815;
  - (b) I was President of IBT Local 815;
  - (c) 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");

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

4. I hereby permanently resign from the IBT and Local 815 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 815, 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 815 or any IBT Entities.

5. From the effective date of this Agreement forward, Local 815 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 and fully vested welfare benefits.

6. I will receive no benefits, gratuities, severance payment or gifts of any kind whatsoever from Local 815 or IBT Entities. From the effective date of this Agreement forward, Local 815 or 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 815 or any other IBT Entities, including, but not limited to, meetings, discussion, consultations, negotiations, votes or any other business or activity of Local 815 or IBT Entities.

8. This Agreement is permanent.

9. I further agree to pay Local 815 the sum of \$15,206.75 on the execution of this agreement. I further waive and release any claims which I may have against Local 815 for any monies or other things of value allegedly owed to me.

10. I have entered this Agreement on the understanding that the Independent Review Board agrees that it will not proceed with the charges described in paragraph 1 above.

11. I understand that the Independent Review Board's Agreement is limited to the charges described in paragraph 1 and that it expressly reserves the right to pursue charges against any other officer, member, employee or entity of the IBT or Local 815 arising from the allegations contained in the charges described in paragraph 1 or any other investigation.

12. 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. If this Agreement is not approved by the United States District Court for the Southern District of New York, there will be no Agreement.

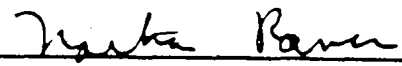
13. I make this Agreement freely, under no duress or coercion of any kind and after consultation with my attorney.

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 review.


  
LARRY PLOTNICK

Sworn to before me this

31st day of March, 2000

  
Notary Public NATHAN KAVIN


Anthony Rumore, Pres. of Joint Council 16  
AGREED:

  
ANTHONY RUMORE, PRES. JOINT COUNCIL 16  
Agreed: Approved:

  
for the Independent Review Board

Dated: 6/7/2000

So Ordered:  
Hon. David N. Edelstein

  
U.S. District Judge

Dated: June 14, 2000