

(d) I am a delegate to Joint Council 73;

(e) I was an elected delegate to the IBT International Convention in 1991;

(f) 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").

4. I hereby resign from the IBT, Local 945 and from all my positions with Local 945, Local 945 Pension and Welfare Fund 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 945, any positions mentioned in paragraphs 3(a)-(f) above, and any other employment, office, position or consulting or similar relationship, whether paid or unpaid, with Local 945, Local 945 Pension and Welfare Fund and any IBT Entities.

5. From the effective date of this agreement forward, Local 945 and any other IBT Entities shall not pay to me, nor shall I accept, any salary, severance payment from the Local 945 severance plan or any other severance payment, allowance, fee or compensation of any kind, except that I may receive my fully vested 401(k) plan and pension benefits, if any, from Joint Council 73 and the IBT.

6. From the effective date of this agreement forward, Local 945 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 945 or IBT Entities.

7. I represent that Local 945 paid \$1,600 for my legal fees to my attorney, Gustave H. Newman. I represent that I have paid \$1,600 of my own funds into an escrow account. A copy of my personal check in the amount of \$1,600 is attached hereto as Exhibit B. I agree that this sum shall remain in such escrow account until the Independent Administrator determines the validity of Local 945's payment of my legal fees. Should the Independent Administrator determine that Local 945's payment of my legal fees was improper, I agree that the \$1,600 in the escrow account shall be paid to Local 945.

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 945 or any other IBT Entities, including, but not limited to, meetings, discussions, consultations, negotiations, votes or any other business or activity of the Local 945 and IBT Entities. From the effective date of this agreement, I shall not enter or telephone the offices of Local 945 or any IBT Entities.

9. This agreement is permanent.

10. I have entered this agreement on the understanding that the Investigations Officer agrees he will not pursue the charges.

11. I understand the Investigations Officer's agreement is limited to the charges described above and attached as Exhibit A, and he expressly reserves the right to pursue charges against any other officer, member, employee or entity of the IBT and Local 945 arising out of the allegations contained in the charges or any other investigations.

12. 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.

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

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

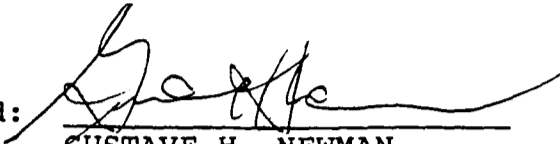
15. I have authorized my attorney to transmit this agreement, signed by me, to the Investigations Officer. When it is signed by the Investigations Officer, he will submit it to the Independent Administrator for approval.

Sworn to me this 27th day
of July 1992
Margaret C. Hislop
Notary Public


MARGARET C. HISLOP
Notary Public, State of New York
No. 6914500
Qualified in Westchester County
Commission Expires Jan. 31, 1993

Joseph Abbate

JOSEPH ABBATE


Witnessed: 
GUSTAVE H. NEWMAN
Attorney for Respondent

Agreed:


CHARLES M. CARBERRY
Investigations Officer

Dated: 7/30/92

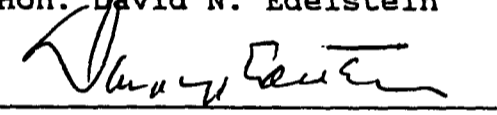
Approved:


FREDERICK B. LACEY
Independent Administrator

Dated: 8/12/92

So Ordered:

Hon. David N. Edelstein



U.S.D.J.

Dated: 8/13/92

On June 12, 1992, you refused on grounds, inter alia, of self-incrimination to give a sworn statement pursuant to Paragraph 12(c) of the Consent Order, as required, concerning La Cosa Nostra; Louis Gatto, Sr., Matthew Ianniello, Michael Borelli, James Failla and other members of La Cosa Nostra; whether you received money from employers of Local 945 members; gambling businesses; the making and collection of loans; the employment of Anthony Rizzo as an employee of Local 945; the award of an automobile to a Local 945 officer, Flen Chestnut; employer compliance with collective-bargaining agreements; and other subject-matters.

Dated: New York, New York
June 15, 1992

Very truly yours,


Charles M. Carberry
Investigations Officer

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

WITH ALL APPROPRIATE PUBLIC AGENCIES
INVESTIGATING RACKETEERING
(Adopted by the AFL-CIO Executive Council, January 29, 1957)

The American Federation of Labor and Congress of Industrial Organizations is pledged both by its constitution and by fundamental principles of trade union morality to keep the labor movement free from any taint of corruption.

While the AFL-CIO has its own responsibility for keeping its house in order and in attempting to meet this obligation to the best of its ability, this does not in any sense mean that appropriate agencies of government and the public do not have rights, obligations and responsibilities in eliminating racketeering and corruption from all segments of American life, including the labor movement.

No institution or agency, whether labor or business, public or private, enjoys special immunity from the equal application of the laws, from appropriate investigation by duly constituted legislative committees and from scrutiny of its operations by the members of the press or the general public.

Investigations by fair and objective legislative committees in the field of labor-management relations have been of tremendous help in eliminating abuses in this area.

The investigation conducted by the LaFollette Committee exposing as it did, unscrupulous and illegal practices on the part of important business interests, contributed greatly to the enactment of the Wagner Act and to the elimination of employer practices which prevented union organization and caused strife and violence in labor-management relations. The recent investigation by the Douglas subcommittee of the Senate Labor Committee, exposing as it did, instances of corruption and improper conduct by labor officials and others in the handling of health and welfare funds, has provided for the public and the labor movement invaluable information which has laid the foundation for proposed disclosure legislation in this field, endorsed by the AFL-CIO, and which in addition, has enabled the AFL-CIO and its affiliates to do a better job of keeping their house in order. Both law enforcement agencies, in the interest of enforcing law, and legislative committees in the interest of enacting corrective legislation, by reason of their power and authority to subpoena witnesses and to place them under oath, as well as their superior investigational facilities, have means beyond those of the labor movement to expose and bring to light corrupt influences.

It goes almost without saying that law enforcement agencies, legislative committees, and the labor movement itself share the common responsibility of conducting investigations fairly and objectively, without fear or favor and in keeping with due process concepts firmly imbedded in the tradition and constitution of our great country. It is a firm policy of the AFL-CIO that the highest ethical standards be observed and vigorously followed by all officials of the AFL-CIO and its affiliates in the conduct of their offices, in the handling of trade union and welfare funds, and in the administration of trade union affairs. Trade union and welfare funds are

interest of enacting corrective legislation, if the same be deemed and found necessary, through proper committees, to investigate corruption wherever it exists, whether in labor, industry or anywhere else.

It is the firm policy of the AFL-CIO to cooperate fully with all proper legal committees, law enforcement agencies and other public bodies seeking fairly and objectively to keep the labor movement or any other segment of our society free from any and all corrupt influences. This means that all officials of the AFL-CIO and its affiliates should freely and without reservation answer all relevant questions asked by proper law enforcement agencies, legislative committees and other public bodies, seeking fairly and objectively to keep the labor movement free from corruption. We recognize that any person is entitled, in the exercise of his individual conscience, to the protection afforded by the Fifth Amendment and we reaffirm our conviction that this historical right must not be abridged. It is the policy of the AFL-CIO, however, that if a trade union official decides to invoke the Fifth Amendment for his personal protection and to avoid scrutiny by proper legislative committees, law enforcement agencies or other public bodies who alleged corruption on his part, he has no right to continue to hold office in his union. Otherwise, it becomes possible for a union official who may be guilty of corruption to create the impression that the trade union movement sanctions the use of the Fifth Amendment, as a matter of individual conscience, but as a shield against proper scrutiny of corrupt influences in the labor movement.

JOSEPH ABBATE
RUTH ABBATE
18 SYCAMORE TERRACE
WAYNE, NJ 07470

1809

55-55/212

July 27, 1992

Pay to the Order of *New York State Thruway Authority* \$ *1600.00*
One Thousand Six Hundred and 00/100 Dollars

FIRST FIDELITY BANK
FIRST FIDELITY BANK
BUSINESS OFFICE
TREASURY DEPARTMENT
HAMBURG TOWER
WAYNE, N.J. 07470

PAID TO THE ORDER OF *Esrow Acct* *[Signature]*

⑆02⑆200559⑆ ⑆2⑆00085⑆2⑆ 1809

DELIVER TO

AUSTIC AMERICANA

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(e) I was an elected delegate to the IBT International Convention in 1991;

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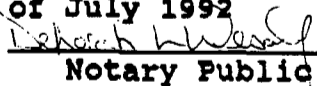
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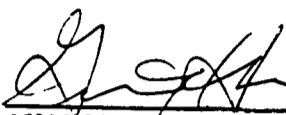
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Sworn to me this 29th day
of July 1992

Notary Public



ANTHONY J. RIZZO

DEBORAH L. WESOLY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 29, 1996

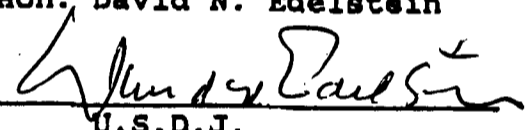
Witnessed: 
GUSTAVE H. NEWMAN
Attorney for Respondent

Agreed:

CHARLES M. CARBERRY
Investigations Officer

Dated: 8/7/92

Approved:

FREDERICK B. LACEY
Independent Administrator

Dated: 8/12/92

So Ordered:
Hon. David N. Edelstein

U.S.D.J.

Dated: 8/13/92

-----x
INVESTIGATIONS OFFICER,
Claimant,

- v -

CHARGE

ANTHONY J. RIZZO
Secretary-Treasurer, Local 945
Wayne, New Jersey,
Respondent.

-----x

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 an officer of Local 945 you brought reproach upon the IBT in violation of Article II, Section 2(a) and Article XIX, Section 7(b) of the IBT Constitution; obstructed, interfered and unreasonably failed to cooperate with the duties

of the court-appointed officers under the Consent Order; and violated the AFL-CIO Code of Ethical Practices (copy attached), to wit:

On June 19, 1992, you refused on grounds, inter alia, that you cannot be compelled to be a witness against yourself to give a sworn statement pursuant to Paragraph 12(c) of the Consent Order, as required, concerning your performance of your fiduciary responsibilities, duties and activities as a Local 945 officer and representative.

Dated: New York, New York
July, 1992

Very truly yours,

Charles M. Carberry
Charles M. Carberry
Investigations Officer

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



Patricia C. Rizzo
1378 Ralzer Rd.
Wayne, N. J. 07470

2705

55-055/212

7/21 1992

Pay to the order of Local 945 \$1600⁰⁰/₁₀₀

One Thousand Six Hundred dollars - Dollars



FIRST FIDELITY BANK, N.A., North Jersey
Preakness Office
Hamburg Turnpike
Wayne, N.J. 07470

ESCROW
For LEGAL FEES

Patricia C. Rizzo

⑆021200559⑆

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2705