

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA	:	88 Civ. 4486 (DNE)
	:	
Plaintiff,	:	APPLICATION XVIII OF THE
	:	INDEPENDENT REVIEW BOARD
v.	:	-- AGREEMENT BETWEEN THE
	:	INDEPENDENT REVIEW BOARD
INTERNATIONAL BROTHERHOOD	:	AND JOSEPH CAMMARANO, SR.
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 Joseph Cammarano ("Cammarano"), foreman and member of Local Union 282 in Lake Success, 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. Although proposed charges against Cammarano for being a member and knowingly associating with La Cosa Nostra members were never finalized by the Independent Review Board, this Agreement seeks to resolve the matter against him.

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 Joseph Cammarano satisfies this procedure for Your Honor's review.

Effective the date the IRB approved the Agreement, December 6, 1994, Cammarano has agreed to resign permanently from membership in the IBT.

Cammarano has further agreed not to:

- (1) hold any position with Local 282, any 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 IBT Entities;
- (2) hold, seek or accept any employment, office, position or consulting or similar relationship, whether paid or unpaid, with Local 282 and any IBT Entities;
- (3) accept any salary, severance payment, allowance, fee or compensation of any kind;
- (4) receive benefits, gratuities, severance payment or gifts of any kind from Local 282 or IBT Entities;
- (5) participate in any manner in any of the activities or affairs of Local 282 or any other IBT Entities, including, but not limited to, meetings, discussion, consultations, negotiations, votes or any other business or activity of Local 282 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  
Frederick B. Lacey  
Member of the  
Independent Review Board

Dated: January 30, 1995

-----X  
In the Matter of )  
JOSEPH CAMMARANO, SR. )  
Before the ) AFFIDAVIT AND AGREEMENT  
INDEPENDENT REVIEW BOARD )  
-----X

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

JOSEPH CAMMARANO, SR. 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") plans to recommend that charges be filed against me alleging that I am a La Cosa Nostra member and knowingly associated with other La Cosa Nostra members.

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 proposed charges described in paragraph 1 above. This agreement does not constitute an admission of the proposed charges.

3. I represent and agree to the following:

(a) On November 30, 1994, I permanently resigned as a member of the International Brotherhood of Teamsters ("IBT") and a member of IBT Local 282;

(b) On November 30, 1994, I permanently resigned as a working Teamster foreman with Local 282;

(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. On November 30, 1994, I permanently resigned from the IBT and from all my positions with Local 282 and any and all IBT Entities. Effective upon the date this agreement is approved by the Independent Review Board ("the effective date"), 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 282, 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 282 and any IBT Entities.

5. From the effective date of this agreement forward, Local 282 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 benefits.

6. I will receive no benefits, gratuities, severance payment or gifts of any kind whatsoever from Local 282 or IBT Entities. From the effective date of this agreement forward, Local 282 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 282 or any other IBT Entities, including, but not limited to, meetings, discussions, consultations, negotiations, votes or any other business or activity of Local 282 and IBT Entities.

8. This agreement is permanent.

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

10. I understand that the Independent Review Board's agreement is limited to the proposed charges described in paragraph 1 above and it expressly reserves the right to pursue charges against any other officer, member, employee or entity of the IBT and Local 282 arising from the allegations contained in the proposed charges described in paragraph 1 or from any other investigation.

11. 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.

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.

Joseph Cammarano  
JOSEPH CAMMARANO, SR.

Sworn to before me this  
21<sup>st</sup> day of February, 1995

Patricia A. Colella  
PATRICIA A. COLELLA  
NOTARY PUBLIC, State of New York  
No. 41-4681394  
Qualified in Queens County  
Commission Expires July 31, 1996

Witnessed [Signature]

Agreed:  
[Signature]  
for the Independent Review Board

Dated 3/8/95

So Ordered:  
Hon. David N. Edelstein

[Signature]  
U.S. District Judge

Dated 3/15/95