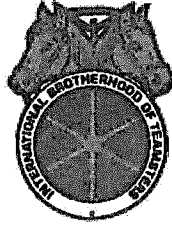


INTERNATIONAL BROTHERHOOD OF TEAMSTERS

SEAN M. O'BRIEN
General President

25 Louisiana Avenue, NW
Washington, DC 20001



FRED E. ZUCKERMAN
General Secretary-Treasurer

202-624-6800
www.teamster.org

November 13, 2023

VIA EMAIL

Hon. Barbara Jones
Bracewell LLP
31 W. 52nd Street
Suite 1900
New York, NY 10019-6118

Re: Proposed Settlement Agreement to Resolve Charges against Joel Bellison

Dear Judge Jones:

Enclosed please find an Affidavit and Agreement signed by Joel Bellison which, if accepted, would resolve the charges the IIO recommended against him. The IIO alleged in paragraphs 68-73 of its Memorandum Recommending Charges, dated July 18, 2023, that Mr. Bellison violated proper procedure for the authorization of expenditures made by Local Union 853. In sum, the Agreement provides that:

1. Mr. Bellison will immediately, upon approval of the Agreement, serve a suspension of 30 days from his position as Teamsters Local 853 Trustee and during that time, will not accept any salary, allowances, benefits contributions, other payments, or compensation of any kind from any IBT entity; and
2. Mr. Bellison has agreed that, during his suspension, he will refrain from "any and all involvement in any IBT entity" and he will not be "appointed or hired as an employee or consultant by any of them, whether in a paid or unpaid capacity."

Please do not hesitate to contact me if you have any questions.

Very truly yours,

A handwritten signature in black ink that reads "Edward M. Gleason, Jr.".

Edward M. Gleason, Jr.
General Counsel

Enclosure

EMG/pjp

Hon. Barbara Jones
November 13, 2023
Page 2

cc: Joel Bellison, (gpiller@beesontayer.com)
Geoffrey Piller, Esq., (gpiller@beesontayer.com)
Thomas Kokalas, (thomas.kokalas@bracewell.com)
Robert Luskin, (robertluskin@paulhastings.com)
David Kluck, (david.kluck@idoio.org)
Brian Kelly, (bkelly@nixonpeabody.com)
Joshua Sharp, (jsharp@nixonpeabody.com)

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

In the matter of:)
Joel Bellison) **Affidavit and Agreement**

JOEL BELLISON, being duly sworn, deposes and says, and agrees as follows:

1. On or about July 18, 2023, the Independent Investigations Officer ("IIO"), appointed pursuant to the Final Order, dated February 17, 2015, in *United States v. International Brotherhood of Teamsters*, 88 Civ. 4486 (SDNY)(the "Final Order"), recommended that the following charges be filed against me: bringing reproach upon the IBT by permitting and making expenditures of union monies without proper authorization.
2. General President O'Brien subsequently adopted the IIO's charge report without having made any judgment as to the underlying merits and referred the charges to a panel for a hearing.
3. I make this Affidavit and Agreement (the "Agreement") to resolve the IIO-recommended charges described in paragraph 1. This Agreement does not constitute an admission or denial of the wrongdoing alleged in these charges.
4. I represent and agree to the following:
 - a. I am a member of the International Brotherhood of Teamsters and a member of IBT Local 853.
 - b. I am a Trustee of Teamsters Local 853: Other than the foregoing, I have held no other elected or appointed positions or offices of any kind with the IBT, Local 853 or any of their affiliated entities, including any other locals, superior bodies, inferior bodies, conferences, councils, committees, divisions, pensions, health and welfare or severance plans or other such entities ("IBT entities").
5. I hereby agree that effective upon when this Agreement is approved by the Independent Review Officer ("IRO"), I will be suspended, without pay and benefits, from any and all positions with any IBT entities for a period of 30 days. The suspension will not affect my membership and

continuous good standing in Local 853, provided I pay dues covering that period and otherwise maintain my membership in good standing. Nor shall my suspension affect my employment with my employer pursuant to a Teamsters collective bargaining agreement.


6. I hereby further agree that during the entire period of my 30-day suspension from office, no IBT entities shall pay me, nor shall I accept, any salary, gratuities, gifts, payments, allowances, fees, benefit payments or contributions or any other compensation of any kind, except that I may receive any compensation or benefits which have accrued to me prior to the effective date of my suspension, including any fully vested or accrued (as of the effective date of my suspension) pension, vacation or other benefits under any existing benefit plans or programs maintained or sponsored by any IBT entities. In addition, I may receive payment for any salary or expenses I incurred with my work on behalf of any IBT entity prior to the effective date of my suspension and in accordance with existing policies and procedures of the relevant IBT entity. For the period of my suspension, I will not receive any expense allowances from any IBT entity and understand that no IBT entity is permitted to maintain my eligibility for health or other benefits under the applicable plans.

7. I hereby further agree that from the effective date of my suspension and during the entire period of my 30-day suspension, I will refrain from any and all involvement in any IBT entity and cannot be appointed or hired as an employee or consultant by any of them, whether in a paid or unpaid capacity.

8. I understand and agree that this Agreement will be submitted to the Independent Review Officer ("IRO") for her review. Approval by the IRO makes this Agreement final and binding. I understand that no representations have been made as to whether this Agreement will be approved by the IRO. If this Agreement is not approved by the IRO, this Agreement is null and void.

9. I make this Agreement freely, under no duress or coercion of any kind.

10. I will transmit this Agreement, signed by me, to the IBT.


Joel Bellison

Dated: 11/1/2023

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda

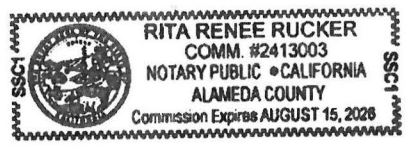
On November 1, 2023 before me, Rita Renee Rucker - Notary Public
(insert name and title of the officer)

personally appeared JOEL BELLISON,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



AGREED:
[Handwritten Signature]
for the International Brotherhood of Teamsters

Dated: 11/13/23

APPROVED:
[Handwritten Signature]
Independent Review Officer

Dated: 11/30/23