

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 of the wrongdoing alleged in these charges.

4. I represent and agree to the following:

(a) I have been a member of Local 817 since May 1, 2004;

(b) I have held no elected or appointed positions or offices of any kind with Local 817, the IBT or any of their affiliated entities, including any other locals, superior bodies, inferior bodies, conferences, councils, committees, divisions, pension, health, welfare or severance plans or other such entities ("IBT entities").

5. I hereby agree that I have resigned my membership in Local 817, effective on August 6, 2018. I further agree that this resignation is permanent. I further agree not to seek, accept or hold any employment, office, position or consulting or similar relationship, whether paid or unpaid, with Local 817 or any other IBT entity at any time in the future.

6. From the effective date of this Agreement forward, Local 817 and any other IBT Entities shall not pay me, nor shall I accept, any salary, allowance, fee or compensation of any kind, except that I may receive any fully vested pension benefits.

7. From the effective date of this Agreement forward, Local 817 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. From the effective date of this agreement forward, I will receive no gratuities, severance payments or gifts of any kind whatsoever from Local 817 or IBT Entities.

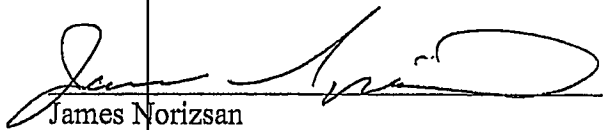
8. From the effective date of this Agreement forward, I shall not participate in any manner in any of the activities or affairs of Local 817 or any other IBT Entities, including,

but not limited to, meetings, discussions, consultations, negotiations, votes or any other business of Local 817 and IBT Entities.

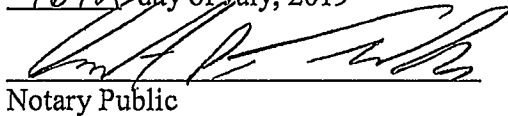
9. I understand and agree that this Agreement will be submitted to the Independent Review Officer ("IRO") for her review and approval. I understand that no representations have been made as to whether this Agreement will be approved by the IRO. If this Agreement is not approved by the IRO this Agreement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

10. I make this Agreement freely and under no duress or coercion of any kind.

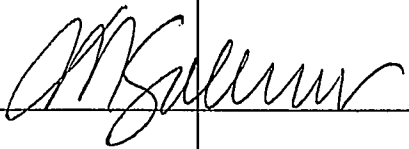
11. I will transmit this Agreement, signed by me, to Local 817. When it is signed by the Local and the IRO, it will be final and binding.


James Norizsan


Sworn to before me this
16th day of July, 2019


Notary Public

SCOTT PAUL TRIVELLA
Notary Public, State of New York
No. 02TR6205141
Qualified in Westchester County
Commission Expires May 4, 2021

Witnessed 

AGREED:


Local 817 I.B.T.

Dated: 7/19/19

APPROVED:


For the Independent Review Officer

Dated: 8/1/19

4828-9222-8489, v. 1.