In The Matter of

JOSEPH MARRA

AFFIDAVIT AND AGREEMENT

Before the

INDEPENDENT DISCIPLINARY
OFFICERS

STATE OF NEW YORK) ss.:

COUNTY OF NEW YORK) ss.:

Joseph Marra, being duly sworn, deposes, says, and agrees as follows:

- 1. On or about December 9, 2019, the Independent Investigations Officer ("IIO"), appointed pursuant to the Final Order entered February 17, 2015 in <u>United States v.</u>

 <u>International Brotherhood of Teamsters</u>, 88 Civ. 4486 (DNE) (SDNY) (the "Consent Order"), recommended that the following charges be filed against me:
- 2. While a member of Local 282 and the IBT, from May 1, 2014, Joseph Marra brought reproach upon the IBT in violation of Article II Section 2(a) and violated Article XIX, Sections 7(b) (1), (2) of the IBT Constitution by knowingly associating with Members of Organized Crime, who are prohibited persons under the Final Agreement and Order. Local 282 subsequently adopted these recommended charges.
- 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 282 since May 1, 2014;
- (b) I have held no elected or appointed positions or offices of any kind with Local 282, 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 282, effective on February 11, 2020. 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 282 or any other IBT entity at any time in the future.
- 6. From the effective date of this Agreement forward, Local 282 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 and annuity.
- 7. 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. From the effective date of this agreement forward, I will receive no gratuities, severance payments or gifts of any kind whatsoever from Local 282 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 282 or any other IBT Entities, including, but not limited to, meetings, discussions, consultations, negotiations, votes or any other business of Local 282 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 282. When it is signed by the Local and the IRO, it will be final and binding.

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	Joseph Marra
Sworn to before me this 11th day of February, 2020	
Notary Public O1 th Colors Witnesse	CHRISTOPHOR A. ERRANTE
AGREED:	CHRISTOPPER H. CREARIL
HSull- Local 282 I.B.T.	Dated: 2 13 20
APPROVED: APPROVED: For the Independent Review Officer	Dated: February 11, 2