

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

In the matter of:

Crescencio Diaz

Affidavit and Agreement

Crescencio Diaz, being duly sworn, deposes and says, and agrees as follows:

1. On or about February 14, 2024, 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; failing to cooperate with the Independent Disciplinary Officers.
2. General President O'Brien subsequently adopted the IIO's charge report without having made any judgment as to the underlying merits.
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 856. I am employed as an appointed business agent at Local 856.
 - (b) Other than the foregoing, I hold no other elected or appointed positions or offices of any kind with the IBT, any Local, or any of their affiliated entities, including any other locals, superior bodies, inferior bodies, conferences, councils, committees, division, pension, health, welfare, 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 5 years. The suspension will not affect my

membership and continuous good standing in my Local, provided I pay dues covering that period and otherwise maintain my membership in good standing.


6. I hereby further agree that during the period of my 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 and will be responsible for personally paying any contributions required 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 5 year 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.



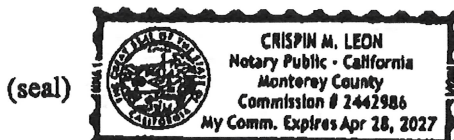
Crescencio Diaz

Dated: 4/29/2024

State of California

County of Monterey

2024 ~~2023~~, by Crescencio DIAZ, subscribed and sworn to (or affirmed) before me on this 29th day of April, proved to me on the basis of satisfactory evidence to be the person who appeared before me.



Signature [Handwritten Signature]

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.

AGREED:

Dated: _____

for the International Brotherhood of Teamsters

APPROVED:

[Handwritten Signature]
Independent Review Officer

Dated: 5-2-2024