

**OFFICE OF THE GENERAL EXECUTIVE BOARD ATTORNEY
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA**

IN RE RICHARD CARAVETTA
(Local 2; Chicago, IL)

SETTLEMENT AGREEMENT

WHEREAS, Richard Caravetta is a member and the business manager of Local 2 located in Chicago, Illinois;

WHEREAS, the Office of the Inspector General and the General Executive Board Attorney ("GEB Attorney") have informed Richard Caravetta that he is currently under investigation;

WHEREAS, Richard Caravetta and the GEB Attorney wish to resolve this investigation upon mutually agreeable terms, without litigation;

NOW, THEREFORE, in order to resolve this investigation, the Laborers International Union of North America ("LIUNA"), its Office of Inspector General, its GEB Attorney and Richard Caravetta ("the Parties") agree, solely for the purposes of settlement and without admitting or denying the allegations under investigation, to settle this matter upon the following terms and conditions:

1. Richard Caravetta hereby resigns from any and all positions within any LIUNA affiliated entity, as defined below, whether paid or unpaid, effective immediately. As part of this resignation, Richard Caravetta agrees not to seek reinstatement as an officer or employee

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- of a LIUNA affiliated entity, including its benefit funds, regardless of whether such positions are paid or unpaid.
2. Richard Caravetta agrees not to seek or hold any elected or appointed position as an officer, trustee, board or committee member, or employee, regardless of whether such position is paid or unpaid, in or with any LIUNA-affiliated entity. The term "LIUNA-affiliated entity" shall mean: LIUNA; all subordinate bodies or affiliates of LIUNA, including, but not limited to Local 2 or the Laborers' Chicago District Council; and any fund, political action committee, or other entity within LIUNA, related to LIUNA, or administered in whole or in part by individuals designated by officers, employees, members, affiliates, or subordinates of LIUNA.
 3. Richard Caravetta may remain a member in good standing of Local 2. However, any violation of this Agreement will be grounds for discipline.
 4. Richard Caravetta agrees that he will not seek, accept, or receive any payment, gifts or thing of value, in any form whatsoever, from Local 2 or the Laborers' Chicago District Council or any LIUNA-affiliated entity, with the exception of any vested pension, annuity, health or welfare benefits to which he may be legally entitled. This Agreement is not intended to and shall not affect Richard Caravetta's entitlement to, or eligibility for any amount of such vested benefits. In addition, the foregoing notwithstanding, Richard Caravetta shall receive his salary as business manager through February 22, 2002. Richard Caravetta may be compensated for any accrued vacation time he is owed through February 22, 2002, consistent with the policies and procedures of Local 2.

5. The intent of this Settlement Agreement is to settle fully this investigation concerning Richard Caravetta. The GEB Attorney will not initiate disciplinary proceedings against Richard Caravetta, or seek to impose any disciplinary penalty upon him, based on this investigation. However, the GEB Attorney expressly reserves its right to initiate any other action or cause of action available to it.
6. The Parties understand that this Settlement Agreement binds only the Parties and applies only to Richard Caravetta. The GEB Attorney reserves the right to pursue disciplinary action against any other persons or entities.
7. Richard Caravetta, his heirs, executors, successors and assigns fully release and forever discharge and agree to hold harmless LIUNA, the GEB Attorney, the Office of Inspector General, and their officers, employees, agents, representatives, successors or assignees, from any and all past, present and future claims, actions, causes of action, rights, liabilities, obligations and demands of every kind or character whatsoever, whether known or unknown, for damages and costs of any kind in connection with any actions taken by the Office of the GEB Attorney and the Office of the Inspector General in connection with this matter.
8. This Agreement, however, will not operate to bar the GEB Attorney, LIUNA, or any other person or entity from bringing any civil suit or disciplinary action against Richard Caravetta, his heirs, executors, administrators, successors in interest, or assigns if he fails to comply with the terms of this Agreement.
9. This Settlement Agreement shall become effective upon ratification by Richard Caravetta

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and a member of the GEB Attorney's Office.

10. This Settlement Agreement shall be governed by the laws of the District of Columbia.
11. This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument.
12. The headings and captions used in this Settlement Agreement are for convenience only, are not a part of this Settlement Agreement, and shall not alter or determine any rights or obligations under this Settlement Agreement.
13. This Settlement Agreement represents the full, complete, and binding resolution of the Parties with respect to all matters recited herein and can be changed, altered or modified only by written agreement, executed by all of the Parties. The Parties hereby acknowledge that there exist no representations, settlements, promises, or undertakings related to this Settlement Agreement other than those set forth in this Settlement Agreement.
14. By executing this Settlement Agreement, the Parties acknowledge and agree that they have read this Settlement Agreement in its entirety, have entered into this Settlement Agreement voluntarily, under no duress or coercion of any kind, with a full understanding of its terms and with full opportunity to consult with legal counsel to the extent they deemed necessary to understand its terms. Furthermore, Richard Caravetta acknowledges that the GEB Attorney's Office has informed him of his right to be represented by legal counsel in this matter. Richard Caravetta also recognizes that this Settlement Agreement

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is contractual in nature and enforceable in a court of law.

- 15. The Parties acknowledge and agree that this Settlement Agreement shall be binding on them, and on their heirs, executors, administrators, successors in interest and assigns. The Parties hereby authorize and instruct their counsel, if any, to perform all acts necessary or appropriate for the effectuation of this Settlement Agreement and its attachments, and they agree to be bound by this Settlement Agreement.

IN WITNESS WHEREOF, the Parties have signed, sealed and acknowledged this Settlement Agreement as of the day and year written below their respective signatures.


 Richard Caravetta

DATED:


 Matthew Paul
 Office of the GEB Attorney

DATED: Feb. 19, 2002