

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release of Claims (“Agreement”), is made by and between VendTech-SGI, LLC (“Securiguard” or the “Company”), a limited liability corporation doing business in the State of Missouri, on the one hand, and United Government Security Officers of America, Local 20 (the “Union” or “Local 20”), on the other hand.

WHEREAS, the Union filed a two unfair labor practice charges, Case Nos. 14-CA-201410 and 14-CA-213126 (the “Charges”) against the Company on June 27, 2017 and January 16, 2018, respectively, with the National Labor Relations Board, Region 14 (the “Board”), alleging violations of Section 8(a)(1) and 8(a)(5) of the National Labor Relations Act (“NLRA”);

WHEREAS, the Company denies engaging in any unfair labor practices as alleged in the Charges;

WHEREAS, the Regional Counsel of the Board issued a Consolidated Complaint (“Complaint”) and Notice of Hearing as to the two Charges on February 22, 2018;

WHEREAS, the parties now desire to fully resolve, compromise, and settle all claims and disputes arising out of the Charges, including but not limited to those claims set forth in the Complaint;

NOW THEREFORE, in consideration of the mutual promises and releases contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Settlement Terms.

- a. Compensatory Amount.** The Company agrees to pay the Union the gross amount of \$3,003.84 (“Compensatory Amount”) within 14 business days following receipt by the Company’s counsel of a copy of this Agreement executed by the Union. The parties acknowledge and agree that the Compensatory Amount is subject to reporting by the Union and will be reported to the IRS on a Form 1099, but is not subject to any withholdings. The Compensatory Amount will be in the form of a check made out and delivered to the Union’s counsel, Alan McDonald, Esq., McDonald Lamond Canzoneri, 352 Turnpike Road, Suite 310, Southborough, MA 01772-1756
- b.**
- c. Tax Forms and Indemnification.** The Union expressly agrees to complete an IRS Form W-9 and return such form to the Company’s counsel with this executed Agreement. The parties understand and agree that the Union is solely responsible for the tax consequences of the Compensatory Amount and that Securiguard will report the Compensatory Amount to the IRS on the appropriate forms. The Union agrees to indemnify Securiguard for any liability assessed against the Company if the Union fails to pay any and all taxes due on the Compensatory Amount.
- d. Posting.** Within 14 business days following receipt by the Company’s counsel of an executed copy of this Agreement, the Company will post the notice attached hereto as Exhibit A in the breakroom or other appropriate locations at St. Louis metropolitan

area buildings and sites secured by employees represented by Local 20. The Company will keep the attached notice posted for 30 calendar days after the initial posting.

- e. **Notice to Managers.** Within 14 business days following receipt by the Company's counsel of an executed copy of this Agreement, the Company will provide notice to its managers that interference, coercion, and intimidation of employees who engage in Section 7 rights is prohibited by the NLRA. The Company will provide this notice in writing to its managerial team who supervise employees represented by Local 20. The Company agrees to provide a copy of the notice and a list of recipients to the Union's counsel, Alan McDonald, Esq., via email at amcdonald@masslaborlawyers.com.
 - f. **Withdrawal of Charges and Information Requests.** The Union agrees to withdraw the Charges within 14 business days of receipt of a fully executed copy of this Agreement. The Union further agrees to immediately withdraw the information requests as set forth in its June 7, 2017 email to the Company's counsel and as described in Paragraph 8(A)(a) and (c) of the Complaint.
2. **Mutual Release.** Each of the parties, on behalf of itself and its servants, agents, employees, representatives, insurers, attorneys, shareholders, directors, managers, officers, partners, members, predecessors, successors and assigns, agree and warrant to fully discharge and release the other party and all of its present and former servants, agents, employees, representatives, insurers, attorneys, co-trustees, representatives, shareholders, directors, managers, officers, partners, members, predecessors, successors and assigns, and each of them (the "Released Parties"), of and from any and all causes of action, claims, losses, liabilities, costs, expenses, damages, attorneys' fees, interest and demands made or that could have been made regarding the allegations set forth in the Charges and the Consolidated Complaint.
 3. **Entire Agreement.** This Agreement constitutes and contains the entire agreement and understanding between the parties concerning the subject matter addressed herein, and supersedes and replaces all prior negotiations and all prior agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. This Agreement may not be amended or modified except by an agreement in writing signed by both parties. The drafting of this Agreement shall be deemed a mutual endeavor by all parties, and shall not be construed against any single party as the drafter.
 4. **Governing Law.** This Agreement shall be governed by and subject to the laws and exclusive jurisdiction of the courts of the State of Missouri without regard to that jurisdiction's choice of law principles.
 5. **Severability.** In the event that one or more of the provisions of this Agreement shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable.
 6. **Counterparts.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute a single instrument.

7. **Captions.** Any captions to the paragraphs of this Agreement are solely for the convenience of the parties; neither they nor the title to the Agreement are to be construed as in any way as modifying the provisions themselves.

The parties acknowledge that they have read the foregoing Agreement, understand its contents, and accept and agree to the provisions it contains and hereby execute it voluntarily and knowingly and with full understanding of its consequences.

**PLEASE READ CAREFULLY. THIS AGREEMENT
INCLUDES A RELEASE OF KNOWN AND UNKNOWN CLAIMS.**

UGSQA, Local 20

VendTech-SGI, LLC

By:  _____

By: _____

Date

Title

President

Title: _____

Local 20

03/26/18

EXHIBIT A

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT fail or refuse to meet and bargain in good faith with United Government Security Officers of America, International Union and its Local 20 (the Union) as the exclusive collective-bargaining representative of our employees in the following appropriate unit:

All Protective Security Officers (PSO) employed by the Employer who work at St. Louis metropolitan area posts and assignments secured by the Employer within the St. Louis area, including St. Louis, St. Charles, Jefferson, Franklin, Washington, and St. Francis counties, including any new posts and assignments and FEMA sites in these areas and EXCLUDING office clerical and professional employees, managers, temporarily assigned employees, substitute employees, assistant supervisors and supervisors as defined in the Act, as well as training specialists and all other employees.

WE WILL NOT engage in surface bargaining by failing to schedule dates for negotiations, failing to provide the Union a counter proposal, and sending a representative to the bargaining table without the authority to bargain on the Employer's behalf.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL bargain in good faith with the Union as the exclusive representative of our employees in the above bargaining unit with respect to wages, hours, and other terms and conditions of employment, and **WE WILL** bargain in good faith with the Union for a collective bargaining agreement until a complete collective-bargaining agreement is reached and, if an understanding is reached, embody the understanding in a signed agreement, or until a good-faith impasse is reached.

**VendTech-SGI, LLC
900 Jeffco Executive Drive
Imperial, MO 63052**