

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD

PARAGON SYSTEMS, INC.

and

Case 19-CA-86005

SECURITY UNION OF THE NORTHWEST

ACTING GENERAL COUNSEL'S MOTION TO TRANSFER CASE  
TO THE BOARD AND FOR DEFAULT JUDGMENT

Pursuant to §§ 102.24, 102.50 and 102.56 of the amended Rules and Regulations of the National Labor Relations Board ("Board"), Counsel for the Acting General Counsel respectfully moves that the Board: (1) transfer the above-captioned matter and continue the proceedings before the Board; (2) deem the allegations in the Complaint in this matter, issued on May 21, 2013, as admitted to be true without taking substantive evidence supporting the allegations; and (3) issue a Decision and Order granting default judgment. In support of the above, the Acting General Counsel avers as follows.

1. On July 25, 2012, the Security Union of the Northwest (the "Union" or "Charging Party"), filed an unfair labor practice charge in Case 19-CA-86005 against Paragon Systems, Inc. (Respondent" or "Charged Party"), alleging a violation of § 8(a)(5) of the National Labor Relations Act, 29 U.S.C § 158(a)(5), for failing to provide information pertaining to the potential monetary reimbursements Respondent owed to its represented employees. The charge was duly served upon Respondent by mail on July 6, 2012. Copies of the charge and affidavit of service are attached as Exhibits A and B, respectively.

2. On October 23, 2012, the Regional Director of Region 19 (the “Regional Director”) approved an informal settlement agreement (“Settlement Agreement”) for Case 19-CA-86005 entered into between the Union and Respondent. The Settlement Agreement provides in pertinent part that, in the event of Respondent’s non-compliance with any of the terms of the Settlement Agreement, the Regional Director would revoke the Settlement Agreement and issue a Complaint encompassing the allegations outlined in the Settlement Agreement. A conformed copy of the Settlement Agreement is attached as Exhibit C.

3. The Settlement Agreement further provides that, based upon a Motion for Default Judgment by the Acting General Counsel, the Board may find all allegations of the Complaint to be true and make findings of fact and law consistent with those allegations, adverse to Respondent on all issues raised in the Complaint without Respondent having the opportunity to file an Answer. The only issue to be raised is that of default. Further, the Board may then, without the necessity of trial or any other proceeding, issue an Order providing a full remedy for the violations so found as is customary to remedy such violations including, but not limited to, the provisions of the Settlement Agreement.

4. Pursuant to the Settlement Agreement, Respondent agreed to, *inter alia*:
- a. Post hard copies of the Notices for 60 days in all places where the Charged Party normally posts Notices to employees.
  - b. E-Mail the Notices to all employees represented by the Union who work at any Charged Party serviced facility located in the greater Puget Sound area of Washington State. The message of the e-mail transmitted with the Notice will state: “We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional

Director of Region 19 of the National Labor Relations Board in Case 19-CA-86005.”

- c. Provide the Union with the information it requested on July 6, 2012, pertaining to potential monetary reimbursements owed by Respondent to its employees.

5. By letter dated October 30, 2012, Respondent was notified of the Regional Director’s approval of the Settlement Agreement and of its obligations to comply with the terms of the Settlement Agreement. The letter specifically advised Respondent of its obligation to notify its employees by posting and email and to provide the information outlined. A copy of the October 30, 2012, letter is attached as Exhibit D.

6. By e-mail dated January 24, 2013, Respondent’s Director of Labor Relations was notified of Respondent’s failure to comply with the Settlement Agreement and of its obligations to comply. The e-mail specifically addressed the obligations outlined in the Region’s October 30, 2012 letter, attached to the e-mail. The e-mail is attached as Exhibit E.

7. Respondent has not, to date, complied with any of its undertakings in the Settlement Agreement set forth above in paragraph 4. Specifically, Respondent has failed to provide the information requested by the Union on information it requested on July 6, 2012, and has failed to post and provide its employees with the requisite physical and electronic notice.

8. In light of Respondent’s failure to comply with the Settlement Agreement, as described above, Respondent has breached its obligation and duties specified in the Settlement Agreement and as outlined in the October 30, 2012 letter and January 24, 2013 e-mail. Therefore, the language of the Settlement Agreement described above in paragraphs 2 and 3

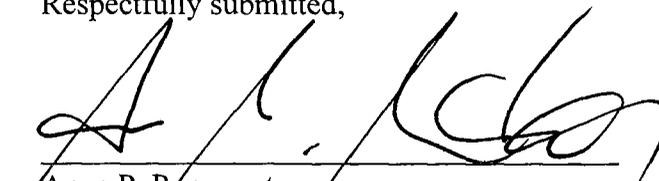
applies and, by the issuance of Complaint on May 21, 2013, and filing the Motion of this Default Judgment, seeks to invoke its terms.

WHEREFORE, Counsel for the Acting General Counsel respectfully requests that a Decision and Order issue in the above-captioned matter:

1. transferring the case and continuing the proceedings;
2. Finding all of the allegations in the attached Complaint (Exhibit G) to be true;
3. Granting default judgment against Respondent;
4. Ordering Respondent to furnish the Union with the information it requested on July 6, 2012, pertaining to potential monetary reimbursements owed by Respondent to its employees;
5. Ordering Respondent to promptly post hard copies and e-mail the Notice to Employees to all its employees employed since October 17, 2012; and
6. Ordering such other relief as the Board deems just and proper.

DATED at Seattle, Washington, this 21<sup>st</sup> day of May, 2013.

Respectfully submitted,



Anne P. Pomerantz  
Counsel for the Acting General Counsel  
National Labor Relations Board  
Region 19  
2948 Jackson Federal Building  
915 Second Avenue  
Seattle, Washington 98174

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

**DO NOT WRITE IN THIS :** Exhibit A

Case  
19-CA-86005

Date Filed  
7/25/2012

**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

**1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT**

a. Name of Employer  
Paragon Systems, Inc.

b. Tel. No. (703) 263-7176

c. Cell No.

d. Address (Street, city, state, and ZIP code)  
13655 Dulles Technology Drive, Suite 100  
Herndon, VA 20171

e. Employer Representative  
Roman Gumul

f. Fax No. (703) 263-9527

g. e-Mail  
rgumul@parasys.com

h. Number of workers employed

i. Type of Establishment (factory, mine, wholesaler, etc.)  
Government Building

j. Identify principal product or service  
Security Services

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 8(a)(1) and 8(a)(5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

**2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)**

During 2008 through 2011, the Employer unlawfully withheld wages. The Union was provided notice of February 8, 2011, that the employer was seeking FICA adjustments for 401(k) contributions and reimbursing affected employees for such amount. The employer claims that corrected W-2s have been provided to the employees. In order to adequately assess the proper payments and contributions, the Union has requested information regarding the affected employees for the years 2008, 2009 and 2010. The Union has requested this information on multiple occasions including June 20, 2012 and July 6, 2012, and the employer has failed to provide the requested information. The information is needed for the exclusive bargaining representative to adequately represent the employees. A copy of the July 6, 2012 information request is attached hereto.

**3. Full name of party filing charge (if labor organization, give full name, including local name and number)**  
Security Union of the Northwest

**4a. Address (Street and number, city, state, and ZIP code)**

Scott Tipton, President  
18413 Rampart Court SE  
Yelm, WA 98597

4b. Tel. No. (253) 988-4645

4c. Cell No.

4d. Fax No.

4e. e-Mail  
srtipton@fairpoint.net

**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**

**6 DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

Tel. No. 206-281-1770

By   
(signature of representative or person making charge)

Sydney D. Vinnedge, Attorney for Union  
(Print/type name and title or office, if any)

Office, if any, Cell No.

Fax No. 206-281-1772

e-Mail  
office@unionlaw.org

Address 3600 15th Ave. W., Suite 303, Seattle, WA 98119-1330

07/23/12  
(date)

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)**

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes

ORIGINAL

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

**PARAGON SYSTEMS, INC.**

Charged Party

and

**SECURITY UNION OF THE NORTHWEST**

Charging Party

Case 19-CA-086005

**AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER**

I, the undersigned employee of the National Labor Relations Board, state under oath that on July 26, 2012, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

ROMAN GUMUL, DIRECTOR OF  
HUMAN RELATIONS  
PARAGON SYSTEMS, INC.  
13655 DULLES TECHNOLOGY DR  
STE 100  
HERNDON, VA 20171-4633

July 26, 2012

Date

Dennis Snook, Designated Agent of NLRB

Name

/s/ Patricia Ramirez

Signature

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**

**Paragon Systems, Inc.**

**Case 19-CA-086005**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

**POSTING OF NOTICES** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notices to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in all places where the Charged Party normally posts notices to employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

**E-MAILING NOTICES** - The Charged Party shall email a copy of the signed Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, to all employees represented by the Security Union of the Northwest who work at the any Charged Party serviced facility located in the greater Puget Sound area. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 19 of the National Labor Relations Board in Case 19-CA-86005." The Charged Party will forward a copy of that e-mail, with all of the recipient's e-mail addresses, to the Region's Compliance Officer at james.lorang@nlrb.gov.

**COMPLIANCE WITH NOTICE** — The Charged Party will comply with all the terms and provisions of said Notice.

**NON-ADMISSION CLAUSE** — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the following allegations in the above-captioned case(s), and does not settle any other case(s) or matters.

- 1) The Charged Party failed and/or refused to provide information, requested by the Charging Party, on July 6, 2012, which was relevant and necessary to the Charging Party's representative status and which pertains to potential monetary reimbursements owed by the Charged Party to its employees.

This Agreement does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.





United States Government  
**NATIONAL LABOR RELATIONS BOARD**

Region 19  
2948 Jackson Federal Building  
915 Second Avenue  
Seattle, Washington 98174-1078

Telephone: (206) 220-6300  
Facsimile: (206) 220-6305  
Agency Web Site: [www.nlr.gov](http://www.nlr.gov)  
Toll Free No: (866) 667-6572

October 30, 2012

ROMAN GUMUL, DIRECTOR OF  
HUMAN RELATIONS  
PARAGON SYSTEMS, INC.  
13655 DULLES TECHNOLOGY DR, STE 100  
HERNDON, VA 20171-4633

Re: Paragon Systems, Inc.  
Case 19-CA-086005

Dear Mr. Gumul:

On October 23, 2012, the Regional Director approved the enclosed Settlement Agreement in the above case, which requires the Charged Party Employer to take specific actions. The purpose of this letter is to highlight the Agreement's major requirements and to generally describe the steps necessary to satisfy them. Let us know if you have any questions as it is in the interest of all parties that compliance be obtained smoothly and timely. The different aspects of the Agreement are discussed below.

**Email Notice:**

Enclosed are 5 copies of the Notice to Employees. Each should be signed and dated by a responsible official of the Charged Party (*other than legal counsel*). **Return** two of the signed and dated Notices to this office. Next, the Charged Party Employer is to **distribute a copy** of the signed and dated Notice to Employees, *via email*, to all employees represented by the Security Union of the Northwest who work at any of the Charged Party serviced facilities in the greater Puget Sound area. The message of the e-mail transmitted with the Notice will state: "We are distributing the attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 19 of the National Labor Relations Board in Case 19-CA-86005." The Charged Party Employer will forward a copy of that e-mail, with all of the recipients' addresses, to the Region's Compliance Officer at [james.lorang@nlrb.gov](mailto:james.lorang@nlrb.gov).

**Provide Information:**

The Settlement Agreement requires Charged Party Employer to **provide** the Union with the information it requested on July 6, 2012, pertaining to potential monetary reimbursements

Paragon Systems, Inc.  
Case 19-CA-086005  
Page 2

October 30, 2012

owed by the Employer to its employees. *Let us know*, in writing, when and how the Employer complies with this aspect of the Settlement, *sending* us copies of any post-Settlement written communications exchanged with the Union concerning this aspect of compliance.

In conclusion, please carefully examine all provisions of the Settlement Agreement and Notice so you are familiar with all requirements. Achieving full compliance without undue delay is important. Let me know if I can help, or if you have any questions.

Very truly yours,



James E. Lorang  
Compliance Officer

Enclosures

cc: SYDNEY D. VINNEDGE, ATTORNEY  
EMMAL SKALBANIA & VINNEDGE  
3600 15TH AVE W, STE 203  
SEATTLE, WA 98119-1330

**Williams, Travis**

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**From:** Williams, Travis  
**Sent:** Thursday, January 24, 2013 3:41 PM  
**To:** 'Roman Gumul'  
**Subject:** Paragon Systems, 19-CA-86005  
**Attachments:** jtwillia-20130124183932.PDF

**Categories:** NXGEN Uploaded  
**NxGen:** Uploaded

Roman,

As you are aware, the Regional Director approved the Settlement Agreement in this matter on October 23, 2012. We sent you a letter, dated October 30, 2012 (attached), describing the actions the Employer must take in order to comply with the Settlement Agreement. To date, it does not appear that the Employer has done so. I would strongly urge the Employer to comply with Settlement Agreement and report to the Region as prescribed in the October 30<sup>th</sup> letter by the close of business February 1, 2013. Failure to comply will result in the recommendation to the Regional Director that the Settlement Agreement be revoked and a Complaint and Notice of Hearing issue forthwith. In addition, it may be recommended that the default provision contained in the Settlement Agreement be invoked and a Motion for Default Judgment be filed with the Board. Your attention to this matter is appreciated.

Sincerely,

---

*J. Travis Williams*  
*Field Examiner*  
*United States Government*  
*National Labor Relations Board*  
*Region 19 (Seattle)*  
*(206) 220-6300*



United States Government  
**NATIONAL LABOR RELATIONS BOARD**

Region 19

2948 Jackson Federal Building  
915 Second Avenue  
Seattle, Washington 98174-1078

Telephone: (206) 220-6315

Facsimile: (206) 220-6305

January 24, 2013

Roman Gumul, Director Human Relations  
Paragon Systems, Inc.  
13655 Dulles Technology Drive, St. 100  
Herndon, VA 20171

Re: *Paragon Systems, Inc.*  
Case: 19-CA-86005

Mr. Gamul,

As you are aware, the Regional Director approved the Settlement Agreement in this matter on October 23, 2012. We sent you a letter, dated October 30, 2012 (attached), describing the actions the Employer must take in order to comply with the Settlement Agreement. These included the posting and e-mailing of the Notice (provided to you) as well as providing the information requested by the Union on July 6, 2012. To date, it does not appear that the Employer has complied with the Settlement.

I would strongly urge the Employer to comply with Settlement Agreement and report to the Region as prescribed in the October 30<sup>th</sup> letter by the close of business February 1, 2013. Failure to comply will result in the recommendation to the Regional Director that the Settlement Agreement be revoked and a Complaint and Notice of Hearing issue forthwith. In addition, it will be recommended that the default provision contained in the Settlement Agreement be invoked and a Motion for Default Judgment be filed with the Board. Your attention to this matter is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Travis Williams".

J. Travis Williams  
Board Agent

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 19

PARAGON SYSTEMS, INC.

and

Case 19-CA-86005

SECURITY UNION OF THE  
NORTHWEST

**COMPLAINT**

Security Union of the Northwest ("Union") has charged in Case 19-CA-86005, that Paragon Systems, Inc. ("Respondent"), has been engaging in unfair labor practices as set forth in the National Labor Relations Act (the "Act"), 29 U.S.C. § 151 *et seq.*

The Acting General Counsel, by the undersigned pursuant to § 10(b) of the Act and § 102.15 of the Board's Rules and Regulations, issues this Complaint and alleges as follows:

1.

(a) The Charge in Case 19-CA-86005 was filed by the Union on July 25, 2012, and was served on Respondent by regular mail on or about that date.

2.

(a) Respondent is a State of Alabama corporation engaged in the business of providing physical security to various government agencies at their facilities throughout the Puget Sound area of the Washington State, as well as other States.

(b) Respondent, during the past twelve months, which period is representative of all material times, in conducting its business operations described above in paragraph 2(a), derived gross revenues in excess of \$500,000.

(c) Respondent, during the past twelve months, which period is representative of all material times, in conducting its business operations described above in paragraph 2(a), provided services valued in excess of \$50,000 directly to entities outside the State of Washington.

(d) Respondent has been at all material times an employer engaged in commerce within the meaning of §§ 2(2), (6) and (7) of the Act.

3.

The Union is, and has been at all material times, a labor organization within the meaning of § 2(5) of the Act.

4.

At all material times the following individuals held the positions set forth opposite their respective names and have been supervisors within the meaning of § 2(11) of the Act and/or agents within the meaning of § 2(13) of the Act acting on behalf of Respondent:

Leslie Kaciban	--	President
Nicole Ferritto	--	Director of Employee Relations
Roman Gumul	--	Director of Labor Relations

5.

(a) The following employees of Respondent constitute a unit (the "Unit") appropriate for the purposes of collective bargaining within the meaning of § 9(b) of the Act:

Included: All full-time and regular part-time security officers employed by Respondent within King, Snohomish, Watcom, Island, San Juan and Skagit counties in Washington.

Excluded: all other employees, office clerical employees, managers and supervisors as defined in the Act.

(b) At all material times since July 2, 2008, the Union has been the designated exclusive collective-bargaining representative of the Unit and has been recognized as such representative by Respondent. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective by its terms from April 14, 2010, through November 30, 2012.

(c) At all material times since at least July 2, 2008, based on § 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

6.

(a) Since about July 6, 2012, the Union has requested by letter, that Respondent furnish the Union with information concerning incorrect FICA tax deductions from the Unit employees' paychecks from 2008 through 2010 and which may be owed in reimbursement to Unit employees. A copy of the letter is attached as Exhibit A.

(b) The information requested by the Union, as described above in paragraph 6(a), is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) Since about July 6, 2012, Respondent, by Roman Gumul, has failed and refused to furnish the Union with the information requested by it as described above in paragraph 6(a).

7.

By the conduct described above in paragraph 6, Respondent has been failing and refusing to bargain collectively with the exclusive collective-bargaining representative of its employees in violation of §§ 8(a)(1) and (5) of the Act.

8.

By the acts described above in paragraphs 6 and 7, Respondent has engaged in unfair labor practices affecting commerce within the meaning of §§ 2(6) and (7) of the Act.

**WHEREFORE**, as part of the remedy for the unfair labor practices alleged above in paragraphs 6, the Acting General Counsel seeks an Order requiring that Respondent distribute copies of the notice electronically by e-mail to all Unit employees employed since October 17, 2012, if Respondent customarily communicates with its

employees by such means. The Acting General Counsel further seeks such other relief as may be appropriate to remedy the unfair labor practices alleged.

**DATED** at Seattle, Washington, this 21<sup>st</sup> day of May, 2013.



---

Ronald K. Hooks, Regional Director  
National Labor Relations Board, Region 19  
2948 Jackson Federal Building  
915 Second Avenue  
Seattle, Washington 98174-1078

**EMMAL SKALBANIA & VINNEDGE  
ATTORNEYS AT LAW  
A PROFESSIONAL SERVICE CORPORATION**

July 6, 2012

**Roman Gumul  
Paragon Systems, Inc.  
14160 Newbrook Drive, Suite 210  
Chantilly, VA 20151**

**Re: SUN Information Request**

**Dear Mr. Gumul:**

The SUN was provided notice on February 8, 2011 that Paragon was seeking FICA tax adjustment from the government for 401(k) contributions and reimbursing affected employees for such amount. Recently, Nicole Ferritto stated that corrected W2s had been provided to the employees. So that we can adequately assess the proper payments and contributions we need the following information regarding the affected employees for the covered years (2008, 2009, 2010):

- 1) Were 401(k) contributions treated as employee contributions or employer contributions in either their original treatment or adjusted, in which Paragon has provided refunds?
- 2) Were the amounts included in the employee federal income tax wages base (i.e. box 1, W-2) in either their original treatment or adjusted, in which Paragon has provided refunds?
- 3) Were dental or medical insurance contributions treated as employee contributions or employer contribution in either their original treatment or adjusted, in which Paragon has provided refunds?
- 4) Were dental or medical insurance contributions included in the employee federal income tax wages base or FICA wage base (i.e., box 1, and box 3 of W-2 respectively) in either their original treatment or adjusted, in which Paragon has provided refunds?
- 5) Were FICA taxes withheld from the employees' wages for any incorrect calculations?
- 6) In any scenario, were employees' W-2s required to be corrected?

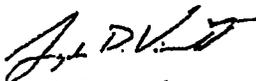
Roman Gumul  
July 6, 2012  
Page 2

- 7) If W-2s were corrected please provide a list of all employees who received them.
- 8) Please provide a list of all employees who received a similar reimbursement from you for tax years 2008, 2009, and 2010.
- 9) Please describe the nature of the corrections made and the original and incorrect treatment.

Please provide the information within one week from the date of this letter. Failure to do so will require further charges with the National Labor Relations Board.

Sincerely,

EMMAL SKALBANIA & VINNEDGE

  
Sydney D. Vinnedge

/hn

cc: Nicole Ferritto  
Scott Tipton

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 19

PARAGON SYSTEMS, INC.

and

SECURITY UNION OF THE NORTHWEST

Case 19-CA-086005

**AFFIDAVIT OF SERVICE OF COMPLAINT.**

I, the undersigned employee of the National Labor Relations Board, state under oath that on May 21, 2013, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

***CERTIFIED MAIL NO.***  
***7010 0290 0000 1115 4881***

ROMAN GUMUL  
DIRECTOR OF LABOR RELATIONS  
PARAGON SYSTEMS INC.  
13655 DULLES TECHNOLOGY DR  
STE 100  
HERNDON, VA 20171-4633

***REGULAR MAIL***

SYDNEY D. VINNEDGE, ATTORNEY  
EMMAL SKALBANIA & VINNEDGE  
3600 15TH AVE W, STE 201  
SEATTLE, WA 98119-1330

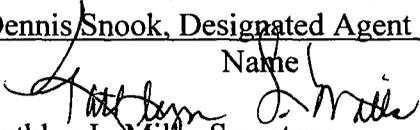
May 21, 2013

Date

/s/ DENNIS SNOOK

Dennis Snook, Designated Agent of NLRB

Name

  
Kathlyn L. Mills, Secretary

Signature

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD

PARAGON SYSTEMS, INC.

and

SECURITY UNION OF THE NORTHWEST

Case 19-CA-086005

**AFFIDAVIT OF SERVICE OF: ACTING GENERAL COUNSEL'S MOTION TO  
TRANSFER CASE TO THE BOARD AND FOR DEFAULT JUDGMENT.**

I, the undersigned employee of the National Labor Relations Board, state under oath that on May 21, 2013, I served the above-entitled document(s) by post-paid **E-FILE**, **E-MAIL** and regular mail upon the following persons, addressed to them at the following addresses:

***E-FILE***

GARY SHINNERS, EXECUTIVE SECRETARY  
OFFICE OF THE EXECUTIVE SECRETARY  
NATIONAL LABOR RELATIONS BOARD  
1099 14<sup>TH</sup> AVENUE NW, ROOM 11602  
WASHINGTON, D. C. 20570

SYDNEY D. VINNEDGE, ATTORNEY  
EMMAL SKALBANIA & VINNEDGE  
3600 15TH AVE W, STE 201  
SEATTLE, WA 98119-1330  
Phone: (206)281-1770  
Email: office@unionlaw.org  
Fax: (206)281-1772

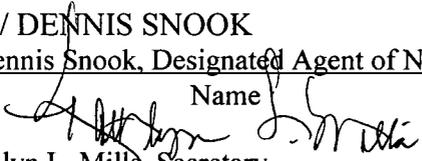
ROMAN GUMUL, DIR. OF HR  
PARAGON SYSTEMS, INC.  
13655 DULLES TECHNOLOGY DR  
STE 100  
HERNDON, VA 20171-4633  
Phone: (248) 948-0075  
Email: [roman.gumul@securitiesinc.com](mailto:roman.gumul@securitiesinc.com)  
Fax: (703) 263-9527

May 21, 2013

Date

/s/ DENNIS SNOOK  
Dennis Snook, Designated Agent of NLRB

Name

  
Kathlyn L. Mills, Secretary

Signature