

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
WASHINGTON, D.C.

MIDWESTERN VIDEO PERSONNEL, INC.

**Respondent**

and

CASE 07-CA-148107

MICHAEL TATOMIR, an Individual

**Charging Party**

**MOTIONS OF COUNSEL FOR THE GENERAL COUNSEL TO  
TRANSFER CASE TO AND CONTINUE PROCEEDINGS BEFORE  
THE BOARD  
AND FOR DEFAULT JUDGMENT**

Counsel for the General Counsel, pursuant to Sections 102.24, and 102.50 of the Board's Rules and Regulations, files these Motions to Transfer Case to and Continue Proceedings Before the Board and for Default Judgment because Respondent has failed to comply with the terms of the bilateral informal Settlement Agreement approved by the Regional Director for Region Seven on October 9, 2015. In support, Counsel for the General Counsel states as follows:

1. The charge in this proceeding was filed by the Charging Party on March 12, 2015, and served by regular mail on Respondent on March 13, 2015. A copy of the charge is attached as Exhibit A, and the Region's docketing letter and affidavit of service are attached as Exhibit B.

2. On July 31, 2015, the Regional Director for Region Seven issued and served on Respondent by certified mail a Complaint and Notice of Hearing (Complaint). A copy of the Complaint is attached as Exhibit C, and a copy of the affidavit of service and certified mail return receipt are attached as Exhibit D.

3. On October 2, 2015, Respondent entered into a bilateral Settlement Agreement with the Charging Party, which was approved the by the Regional Director on October 9, 2015. Pursuant to the terms of Settlement Agreement, Respondent agreed to comply with the terms and provisions of an incorporated Notice, which provided that Respondent would offer the Charging Party immediate and full reinstatement to his former job, or if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights and/or privileges previously enjoyed; pay the Charging Party \$5,000.00 at the time of signing the Settlement Agreement, and the balance of \$9,350.00 within 7 days from the approval of the Settlement Agreement by the Regional Director, for the wages and other benefits he lost because Respondent fired him, and also pay \$110.53 in interest to the Charging Party; remove from its' files all references to the discharge of the Charging Party and notify him in writing that this has been done and that the discharge will not be used against him in any way; and notify Fox Sports Detroit in writing of Respondent's reinstatement of the Charging Party. A copy of the Settlement Agreement is attached as Exhibit E, and a copy of the Notice to Employees is attached as Exhibit F.

4. Under the terms of the "Performance" section of the Settlement Agreement, upon approval by the Regional Director:

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 7 days

notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on July 31, 2015, in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and its Answer to such complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

5. By letter dated October 14, 2015, the Compliance Officer for Region Seven sent Respondent a copy of the conformed Settlement Agreement along with a cover letter, advising Respondent to take the steps necessary to comply with the Settlement Agreement. A copy of the cover letter is attached as Exhibit G.

6. By letter dated October 22, 2015, the Compliance Officer for Region Seven, under the direction of the Regional Director, notified Respondent that it had not complied with the terms of the Settlement Agreement by not paying the balance of \$9,350.00 in wages and \$110.53 in interest owed to the Charging Party by October 16, 2015 (seven days after approval of the Settlement Agreement by the Regional Director), advised Respondent of its obligation to pay the total amount owed within seven days of the issuance of the October 22, 2015, letter, and warned Respondent that its failure to do so may result in the reissuance of the July 31, 2015, complaint and the filing of a motion for default judgment.

A copy of the October 22 letter is attached as Exhibit H, and a copy of the facsimile transmission receipt is attached as Exhibit I.

7. On October 26, 2015, via telephone, in a conversation with the Compliance Officer for Region 7, Respondent, by its owner Charlyn Scroggins, orally responded to the Region's October 22 correspondence. In summary, Respondent asserted that it was shutdown and could not afford to pay the Charging Party anything; that neither she nor anyone else would submit anything further in this matter on behalf of Respondent; nor will anyone with Respondent "show up" to contest anything in dispute in this matter. The Compliance Officer warned Respondent that its failure to pay the balance owed to the Charging Party might result in the reissuance of a Complaint and the filing of a Motion for Default Judgment. In response, Respondent stated that it "cannot and will not" pay anything more to the Charging Party.

8. Having received no further response from Respondent to the October 22 letter, on December 1, 2015, the Regional Director for Region Seven reissued and served on Respondent by certified mail a Complaint Based on Breach of Affirmative Provisions of Settlement Agreement (Reissued Complaint). A copy of the Reissued Complaint is attached as Exhibit J, and a copy of the affidavit of service and certified mail return receipt are attached as Exhibit K.

9. Under the Performance provision of the Settlement Agreement, and by virtue of Respondent's non-compliance with its terms:

- a. the allegations of the Reissued Complaint should be deemed admitted as true;
- b. no hearing is necessary on the Reissued Complaint; and
- c. the motions to transfer this proceeding to the Board and for default judgment should be granted. See *Farr Furnishings, Inc., d/b/a Interiors for Today*, 338 NLRB 784 (2003); *In Re SAE Young Westmont-Chicago, LLC*, 333 NLRB No. 59 (March 9, 2001) (not reported in Board volumes); *Ernest Lee Tile Contractors, Inc.*, 330 NLRB No. 61 (Jan. 5, 2000) (not reported in Board volumes).

#### CONCLUSION

The undersigned respectfully moves that the Board grant the motions and order the relief described above in paragraph 9, and order that Respondent is responsible for the backpay balance owed of \$9,350.00, and interest in the amount of \$110.53, as well as such other relief deemed appropriate and necessary.

Dated this 1<sup>st</sup> day of December 2015.

A handwritten signature in cursive script that reads "Judith A. Champa" with a small "sary" written below the end of the signature.

---

Judith A. Champa  
Counsel for the General Counsel  
National Labor Relations Board, Region 7  
Patrick V. McNamara Federal Building  
477 Michigan Avenue, Room 300  
Detroit, MI 48226  
(313) 226-3207  
[Judith.Champa@nlrb.gov](mailto:Judith.Champa@nlrb.gov)

PROOF OF SERVICE

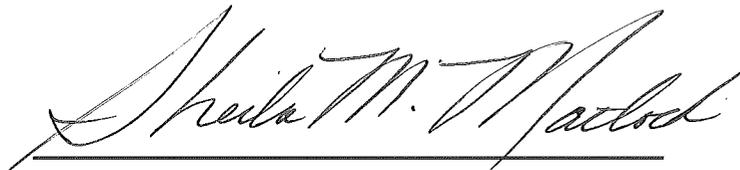
On December 1, 2015, I served on the following parties  
by electronic filing a copy of Motions of Counsel for the General  
Counsel to Transfer Case to and Continue Proceedings before the  
Board and for Default Judgment

Robert D. Fetter, Esq.  
Miller Cohen, P.L.C.  
600 W Lafayette Blvd., 4<sup>th</sup> Floor  
Detroit, Michigan 48226-2711  
Email: rfetter@millercohen.com

Deborah Coch  
Midwestern Video Personnel, Inc.  
5666 Richman Road  
Spencer, OH 44275  
Email: debcoch@rockwoodcrewing.tv

Charlyn Scroggins, President  
Midwestern Video Personel, Inc.  
5666 Richman Road  
Spencer, OH 44275  
Email: drtim.char@gmail.com

Michael Tatomir  
27427 Engleside Street  
Farmington Hills, MI 48336-1664  
mtcamera@mi.rr.com

A handwritten signature in cursive script that reads "Sheila M. Matlock". The signature is written in black ink and is positioned above a horizontal line.

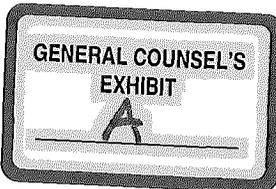
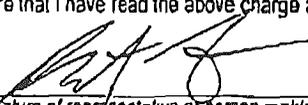
Sheila M. Matlock  
Office Automation Assistant

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

<b>DO NOT WRITE IN THIS SPACE</b>	
Case 07-CA-148107	Date Filed 3-12-2015

**INSTRUCTIONS:**

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

<b>1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT</b>	
a. Name of Employer Midwestern Video Personnel, Inc.	b. Tel. No. 330-667-0101
	c. Cell No.
	f. Fax No.
d. Address (Street, city, state, and ZIP code) 5666 Richman Rd. Spencer, Ohio 44275	e. Employer Representative Deb Coch
	g. e-Mail
	h. Number of workers employed 100
i. Type of Establishment (factory, mine, wholesaler, etc.) Crewer	j. Identify principal product or service Television Production
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)(3) 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) Micheal Tatomir was the main person involved in an attempt to organize a union at the Employer. Shortly after the election, in September 2014, the employer reduced his schedule because of his protected activity and affiliation with the Union. In January 2015, the Employer terminated Mr. Tatomir's employment because of his concerted protected activity and his affiliation with the Union.	
	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) Micheal Tatomir	
4a. Address (Street and number, city, state, and ZIP code) 27427 Engleside St. Farmington Hills, MI 48336	4b. Tel. No.
	4c. Cell No. 248-797-8635
	4d. Fax No.
	4e. e-Mail
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)	
<b>6. DECLARATION</b>	
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
By  (signature of representative of person making charge)	Robert D. Fetter (Printtype name and title or office, if any)
	Tel. No. 313-984-4454
	Office, if any, Cell No.
	Fax No. 313-984-4490
	e-Mail rfetter@millercohen.com
Address 600 W. Lafayette Blvd 4th Flr, Detroit, MI 48226	3-12-15 (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.



United States Government  
National Labor Relations Board

Region 7  
477 Michigan Ave., Rm. 300  
Detroit, MI 48226-2543

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (313)226-3200  
Fax: (313)226-2090



Download  
NLRB  
Mobile App

March 13, 2015

Ms. Deb Coch  
Midwestern Video Personnel, Inc.  
5666 Richman Road  
Spencer, OH 44275

Re: Midwestern Video Personnel, Inc.  
Case 07-CA-148107

Dear Ms. Coch:

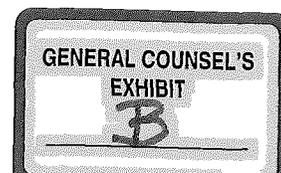
Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Examiner Brett Jackson whose telephone number is (313)226-3227. If this Board agent is not available, you may contact Supervisory Examiner Jason E. Knepp whose telephone number is (313)226-3235.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, [www.nlr.gov](http://www.nlr.gov), or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Presentation of Your Evidence:** We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly. **Due to the nature of the allegations in the enclosed unfair labor practice charge, we have identified this case as one in which injunctive relief pursuant to Section 10(j) of the Act may be appropriate.** Therefore, in addition to investigating the merits of the unfair labor practice allegations, the Board agent will also inquire into those factors relevant to making a determination as to whether



or not 10(j) injunctive relief is appropriate in this case. Accordingly, please include your position on the appropriateness of Section 10(j) relief when you submit your evidence relevant to the investigation.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

**Procedures:** We strongly urge everyone to submit all documents and other materials (except unfair labor practice charges and representation petitions) by E-Filing (not e-mailing) through our website, [www.nlr.gov](http://www.nlr.gov). However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, [www.nlr.gov](http://www.nlr.gov) or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability.

Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

A handwritten signature in black ink that reads "Terry Morgan". The signature is written in a cursive style with a large, sweeping initial "T".

Terry Morgan  
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**MIDWESTERN VIDEO PERSONNEL, INC.**

Charged Party

and

**MICHAEL TATOMIR**

Charging Party

**Case 07-CA-148107**

**AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER**

I, the undersigned employee of the National Labor Relations Board, state under oath that on March 13, 2015, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Ms. Deb Coch  
Midwestern Video Personnel, Inc.  
5666 Richman Road  
Spencer, OH 44275

Robert D. Fetter, Esq.  
Miller Cohen, P.L.C.  
600 W. LaFayette Blvd., Fl. 4  
Detroit, MI 48226-2711

Mr. Michael Tatomir  
27427 Engleside St.  
Farmington Hills, MI 48336-1664

March 13, 2015

Carol A. Koper, Designated Agent of  
NLRB

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

*Carol A Koper*

\_\_\_\_\_  
Signature

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION SEVEN**

**MIDWESTERN VIDEO PERSONNEL, INC.**

**Respondent**

**and**

**Case 07-CA-148107**

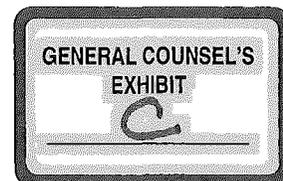
**MICHAEL TATOMIR, an Individual**

**Charging Party**

**COMPLAINT AND NOTICE OF HEARING**

This Complaint and Notice of Hearing is based on a charge filed by the Charging Party. It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Respondent has violated the Act as described below.

1. The charge in this proceeding was filed by the Charging Party on March 12, 2015, and a copy was served on Respondent by U.S. mail on March 13, 2015.
2. At all material times, Respondent has been a corporation with an office and place of business in Spencer, Ohio (Respondent's Spencer facility), and has been engaged in supplying video and audio crews for sports broadcast television production.
3. In conducting its operations during calendar year ending December 31, 2014, Respondent performed services valued in excess of \$50,000 in States other than the State of Ohio.
4. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.
5. At all materials times, Local 58, International Brotherhood of Electrical Workers (IBEW), AFL-CIO (Union), has been a labor organization within the meaning of Section 2(5) of the Act.
6. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of



Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Charlyn Scroggins	Owner and President
Deborah Coch	Operation Manager

7. About March 14, 2014, Respondent's employee, the Charging Party, concertedly complained to Respondent regarding the wages, hours, and working conditions of Respondent's employees, by requesting that Respondent seek the higher national wage rate from FOX Sports Detroit for a Detroit Tigers game telecast that was scheduled to be broadcasted nationally on a new network, FOX Sports Detroit One.

8. About February 10, 2015, Respondent discharged the Charging Party.

9. Respondent engaged in the conduct in paragraph 8 because the Charging Party engaged in the conduct described above in paragraph 7, and to discourage employees from engaging in these or other concerted activities.

10. Respondent engaged in the conduct described above in paragraph 8 because the Charging Party supported the Union, and engaged in concerted activities, and to discourage employees from engaging in these activities.

11. By the conduct described above in paragraphs 8 and 9, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

12. By the conduct described above in paragraphs 8 and 10, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

13. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

**WHEREFORE**, it is prayed that Respondent be ordered to:

1. Cease and desist from:

(a) engaging in the conduct described in paragraphs 8 through 10, or in any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed in Section 7 of the Act.

(b) engaging in the conduct described above in paragraphs 8 and 10, or in any like or related manner discriminating against its employees in regard to their hire or tenure or other terms or conditions of employment, thereby discouraging their support for, or membership in, or assistance to the Union, or any other labor organization.

2. Take the following affirmative action:

(a) Offer the Charging Party immediate and full reinstatement to his former position of employment, or if that position no longer exists, to a substantially equivalent position, without prejudice to his seniority or other benefits and privileges previously enjoyed and make him whole for any loss of earnings or other benefits he suffered by reason of the discrimination against him by the payment of backpay, and reimburse him for out-of-pocket expenses he may have incurred while searching for work as a result of the discrimination against him, with interest computed in accordance with Board policy.

(b) Expunge from its records and files any reference to the February 10, 2015, discharge of the Charging Party, and notify him, in writing, that this has been done and that the discharge will not be used against him in the future in any way.

(c) Notify its clients including FOX Sports Detroit in writing of the Charging Party's reinstatement.

(d) Reimburse the Charging Party the amount equal to the difference in taxes owed upon receipt of a lump-sum payment and taxes that would have been owed had there been no discrimination.

(e) Submit the appropriate documentation to the Social Security Administration so that when backpay is paid, it will be allocated to the appropriate periods.

(f) Post appropriate notices.

(g) Copy and mail, at its own expense, the notice to all employees who were employed or assigned by Respondent from January 1, 2015, through the present date in the following classifications: All freelance personnel employed by the Employer including Technical Directors (TD); Audio Mixers (A1); Audio Assistants (A2); Specialty Microphone Operators (A3); Video Controllers (V1); Assistant Video Controllers (V2); Graphic Operators/ Font Assist; Graphic Coordinators; Camera Operators (stationary, mobile, and remotely operated); Videotape Operators (VTR); Digital Recording Device Operators (DDR); Score Box Operators; Utility Technicians; Stage Managers; and Statisticians. Those notices will be signed by a responsible Respondent official and show the date of mailing. Respondent will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the notices were mailed.

(h) Email a copy of the signed notice to all employees in the above listed classifications who were employed or assigned by Respondent from January 1, 2015, through the present date. 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 Board Order of the National Labor Relations Board in *Midwestern Video Personnel, Inc.*, Case 07-CA-148107." Respondent will forward a copy of that e-mail, with all of the recipients' e-mail addresses, to the Region's Compliance Officer at [mark.baines@nlrb.gov](mailto:mark.baines@nlrb.gov).

### ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before August 14, 2015, or postmarked on or before August 13, 2015.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on October 5, 2015 at 11:00 a.m. at the Patrick V. McNamara Building, 477 Michigan Avenue, Room 300, Detroit, Michigan, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: July 31, 2015

/s/ Terry Morgan

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Terry Morgan  
Regional Director  
National Labor Relations Board  
Region Seven  
Patrick V. McNamara Federal Building  
477 Michigan Avenue, Room 300  
Detroit, MI 48226

Attachments

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: [www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules\\_and\\_regs\\_part\\_102.pdf](http://www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf).

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at [www.nlr.gov](http://www.nlr.gov), click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

**Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement.** The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

## I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

## II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.
- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is

in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.

- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

### III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

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

MIDWESTERN VIDEO PERSONNEL, INC.

And

Case 07-CA-148107

MICHAEL TATOMIR, an Individual

**AFFIDAVIT OF SERVICE OF: Complaint and Notice of Hearing (with forms NLRB-4338 and NLRB-4668 attached)**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on , I served the above-entitled document(s) by **certified or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

Deborah Coch  
Midwestern Video Personnel, Inc.  
5666 Richman Road  
Spencer, OH 44275

**CERTIFIED MAIL, RETURN RECEIPT  
REQUESTED: 70032260000597219816**

Shelley K. Coe , Esq.  
David B. Parmenter & Assoc., Inc.  
2655 E Oakley Park Road, Suite 206  
Commerce Township, MI 48390-1684

**REGULAR MAIL**

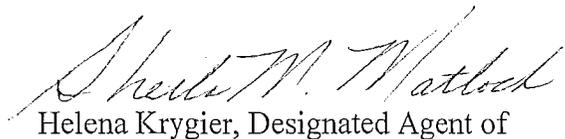
Michael Tatomir  
27427 Engleside Street  
Farmington Hills, MI 48336-1664

**CERTIFIED MAIL:  
70032260000597219809**

Robert D. Fetter , Esq.  
Miller Cohen, P.L.C.  
600 W LaFayette Blvd., Fl. 4  
Detroit, MI 48226-2711

**REGULAR MAIL**

July 31, 2015

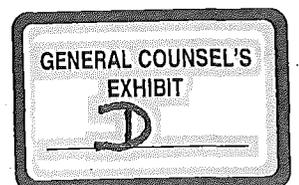
  
Helena Krygier, Designated Agent of  
NLRB

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
/s/ Helena Krygier

Signature *SMM*



**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**Deborah Coch  
Midwestern Video Personnel, Inc.  
5666 Richman Road  
Spencer, OH 44275**

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature *[Handwritten Signature]*  Agent  Addressee
- B. Received by (Printed Name) *TIM SCHEIDT* C. Date of Delivery *8-4-18*
- D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

*BS / HRC*

Priority Mail Express™  
Return Receipt for Merchandise  
Collect on Delivery

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Identification Number (Tra) 7003 2260 0005 9721 9816

*CA-148107*

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

IN THE MATTER OF

Midwestern Video Personnel, Inc.

Case 07-CA-148107

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:**

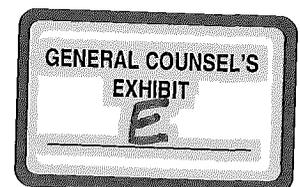
**POSTING AND MAILING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in conspicuous places in and about its facility located at 5666 Richman Road, Spencer, Ohio, 44275, including 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. The Charged Party will also copy and mail, at its own expense, a copy of the attached Notice to all to all employees for whom the Employer does not have a valid email address and who were employed or assigned by the Charged Party from January 1, 2015, through the present date in the following classifications: All freelance personnel employed by the Charged Party including Technical Directors (TD); Audio Mixers (A1); Audio Assistants (A2); Specialty Microphone Operators (A3); Video Controllers (V1); Assistant Video Controllers (V2); Graphic Operators/ Font Assist; Graphic Coordinators; Camera Operators (stationary, mobile, and remotely operated); Videotape Operators (VTR); Digital Recording Device Operators (DDR); Score Box Operators; Utility Technicians; Stage Managers; and Statisticians. Those Notices will be signed by a responsible official of the Charged Party and show the date of mailing. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

**E-MAILING NOTICE** — The Charged Party will email a copy of the signed Notice in English and in additional languages to all employees in the above listed classifications who were employed or assigned by the Charged Party from January 1, 2015, through the present date. 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 Seven of the National Labor Relations Board in Midwestern Video Personnel, Inc., Case 07-CA-148107.” The Charged Party will forward a copy of that e-mail, with all of the recipients’ e-mail addresses, to the Region’s Compliance Officer at mark.baines@nlrb.gov.

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

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

**BACKPAY** — At the time of signing this agreement, the Charged Party will make an initial payment of \$5,000.00 towards the make whole remedy set forth below. Within 7 days from approval of this agreement, the Charged Party will pay the balance owed to make whole the employee(s)/ex-employee(s) named below by payment to each of them of the amount opposite each name. The Charged Party will make appropriate withholdings for each named employee/ex-employee, but will not withhold Federal taxes at a rate higher than 25 percent. If it is learned that an employee/ex-employee receiving a lump sum payment must pay a higher rate of taxes than he/she would have owed had there been no discrimination, the Charged Party will reimburse the employee/ex-employee for the difference in the amount of taxes that he/she owes which is higher than the





defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

**NOTIFICATION OF COMPLIANCE** — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director’s approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

<b>Charged Party</b>		<b>Charging Party</b>	
<b>Midwestern Video Personnel, Inc.</b>		<b>Michael Tatomir, An Individual</b>	
By: Name and Title	Date	By: Name and Title	Date
/s/ Charlyn Scroggins, President	10/2/15	/s/ Michael Tatomir	10/6/15
Recommended By:	Date	Approved By:	Date
/s/ Judith A. Champa Judith A. Champa, Field Attorney	10/8/15	/s/ Terry Morgan Regional Director, Region 7	10/9/15



# NOTICE TO EMPLOYEES



## POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

### 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.

YOU HAVE THE RIGHT to freely bring assignment pay rate issues and complaints to us on behalf of yourself and other employees and WE WILL NOT do anything to interfere with your exercise of that right.

WE WILL NOT discipline or fire employees because they exercise their right to bring issues and complaints to us on behalf of themselves and other employees.

WE WILL NOT discipline or fire employees because of their union membership or support.

WE WILL offer Michael Tatomir immediate and full reinstatement to his former job, or if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights and/or privileges previously enjoyed.

WE WILL pay Michael Tatomir for the wages and other benefits he lost because we fired him.

WE WILL remove from our files all references to the discharge of Michael Tatomir and WE WILL notify him in writing that this has been done and that the discharge will not be used against him in any way.

WE WILL notify Fox Sports Detroit in writing of our reinstatement of Michael Tatomir.

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

WE WILL NOT in any like or related manner discriminate against employees in regard to hire or tenure, or any terms or conditions of employment to discourage membership in or activities on behalf of Local 58, International Brotherhood of Electrical Workers (IBEW), AFL-CIO (the Union) or any labor organization.

Midwestern Video Personnel, Inc.

(Employer)

Dated: \_\_\_\_\_

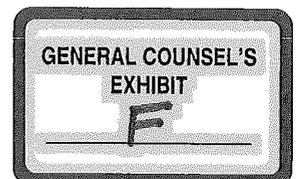
By: \_\_\_\_\_  
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlrb.gov](http://www.nlrb.gov) and the toll-free number (866)667-NLRB (6572).

### THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office,

477 Michigan Avenue, Room 300, Patrick V. McNamara Federal Building, Detroit, Michigan 48226  
Telephone (313) 226-3200, Hours of Operation: 8:15 a.m. to 4:45 p.m., Mark D. Baines at (313) 226-3244.





UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 7  
Patrick V. McNamara Federal Building  
477 Michigan Avenue, Room 300  
Detroit, MI 48226

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (313)226-3200  
Fax: (313)226-2090

Agent's Direct Dial: (313)226-3244

October 14, 2015

Debra Coch  
Midwestern Video Personnel, Inc.  
5666 Richman Road  
Spencer, OH 44275

Re: Midwestern Video Personnel, Inc.  
Case 07-CA-148107

Dear Ms. Coch:

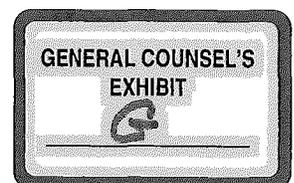
Enclosed is a conformed copy of the Settlement Agreement in the above matter which was approved on October 9, 2015. This letter discusses what the Employer needs to do to comply with the Agreement.

**Post Notice:** Enclosed are 12 copies of the Notice to Employees. In compliance with the Agreement, a responsible official of the Employer, not the Employer's attorney, must sign and date the Notices before posting them. The Notices should be posted in conspicuous places for 60 consecutive days at the Employer's place of business at 5666 Richman Road, Spencer, Ohio, 44275. The Employer must take reasonable steps to ensure that the Notices are not altered, defaced or covered by other material. If additional Notices are required, please let me know. During the posting period, a member of the Regional Office staff may visit the Employer to inspect the Notices.

**Electronic Mailing:** The Agreement provides that the Employer will email to employees a copy of the signed Notice. The Employer will forward to the undersigned, at the time that it is sent, the e-mail transmitting the Notice to employees, with all of the recipients' e-mail addresses.

**Mail Notice:** The Agreement provides that the Employer will duplicate and mail, at its own expense, a copy of the attached Notice to Employees to all current employees and former employees for whom the Employer does not have a valid email address and who were employed at any time since January 1, 2015. 12 copies of the Notice are enclosed. They should be signed and dated by a responsible official of the Employer, not the Employer's attorney. The Employer will furnish the Regional Office with written confirmation of the date of actual mailing, together with a list of names and addresses of employees to whom the Notices were mailed.

**Certification of Posting:** A Certification of Posting form is also enclosed. This form should be completed and returned by not later than **November 4, 2015, with 4 signed and dated original Notices.** If the Certification of Posting and signed Notices are returned via e-file or e-mail, no hard copies of the Certification of Posting or Notice are required.



**Remedial Actions:**

**Backpay:** As provided in the Agreement, the Employer will make whole Michael Tatomir by payment to him in the amount set opposite his name by October 16, 2015. This amount reflects the initial payment of \$5,000 made at the time the settlement was executed.

<u>Name</u>	<u>Backpay Amount Owed</u>	<u>Interest Amount</u>
Michael Tatomir	\$9,350.00	\$110.53

The backpay check should be made payable to the named individual, less deductions for Social Security and withholding taxes, and should be submitted to this office for transmission to him. Backpay should be treated as wages in the year paid. (See IRS Publication 15-A for more information.) The check should be accompanied by an explanatory statement reflecting the amount of the deductions. In lieu of a current W-4 form concerning Federal Income Tax Withholding, the Employer should consult IRS Publication 15 for guidance.

A separate check should be prepared for the interest owed. No deductions should be made from the interest amount.

**Report to Social Security Administration:** As provided in the Agreement, the Employer will mail to the Social Security Administration at the address below the completed Report of Backpay Paid Under the National Labor Relations Act, which is enclosed for your convenience:

Social Security Administration, Office of Central Operations, Metro West  
Attn: Back Pay (DERO) Analyst Staff  
300 North Greene Street  
Baltimore, MD 21202

Please read all the terms of the Settlement Agreement and Notice carefully, as you will be expected to comply with all such provisions. If you have any questions or I can assist you, please let me know.

**Closing the Case:** When all the affirmative terms of the Settlement Agreement have been fully complied with and there are no reported violations of its negative terms, you will be notified that the case has been closed on compliance. Timely receipt of the signed and dated Notice to Employees and the Certification of Posting will assist us in closing the case in a timely manner.

Very truly yours,

*/s/ Mark D. Baines*

Mark D. Baines  
Compliance Officer

MDB/hrk/sr

Enclosures: Copy of Conformed Settlement Agreement  
Notices to Employees

Certification of Posting  
Report of Backpay Paid Under the National Labor Relations Act

cc: Shelley K. Coe, Esq.  
David B. Parmenter & Assoc., Inc.  
2655 E. Oakley Park Road, Suite 206  
Commerce Twp., MI 48390-1684

Robert D. Fetter, Esq.  
Miller Cohen, P.L.C.  
600 W. Lafayette Blvd., Fl. 4  
Detroit, MI 48226-2711

**CERTIFICATION OF POSTING**

**RE:   Midwestern Video Personnel, Inc.**  
**Case 07-CA-148107**

**1.   Physical Posting**

The Notice to Employees in the above matter was posted on (date) \_\_\_\_\_  
\_\_\_\_\_ at the following locations: (List specific places of posting)

\_\_\_\_\_  
\_\_\_\_\_

**2.   Intranet Posting (if applicable)**

The Notice to Employees in the above matter was posted on the Employer's Intranet/Website on  
(date) \_\_\_\_\_. A copy of the intranet/website posting is attached.

**3.   Electronic Distribution (if applicable)**

The Notice to Employees in the above captioned matter was also distributed electronically on  
(date) \_\_\_\_\_ by the following means. (State means of  
**distribution and attach proof.**)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CHARGED PARTY/RESPONDENT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

This form should be returned to the Regional Office, together with **FOUR** original Notices,  
dated and signed in the same manner as those posted.

## Report of Backpay Paid Under the National Labor Relations Act

(See IRS Publication 957: Reporting Back Pay and Special Wage Payments to the Social Security Administration)

Employer Name and Address	Midwestern Video Personnel, Inc. 5666 Richman Road, Spencer, OH 44275					
Employer's EIN:		Tax Year in Which Award Payment Was Paid:			<b>2015</b>	
(1) SSN and Employee Name	(2)* Award Amount and Period(s)	(3)** Other Soc. Sec./ Med. Wages Paid in Award Year		(4)*** Allocation		
		Soc. Sec.	Med./MQGE	Year	Soc. Sec.	Med./MQGE

\*Exclude amounts specifically designated as damages, penalties, etc.

\*\*Exclude the amount of backpay, if any, included in that amount.

\*\*\*For periods before January, 1978 (and for state and local government (Section 218) employees before January 1, 1981), show the wage amounts by calendar quarters. The social security and/or Medicare Qualified Government Employment (MQGE) wages (where applicable) must be shown separately FOR ALL YEARS. (Wages subject ONLY to MQGE would be shown in the Medicare/MQCE column; no wages would be shown in the Soc. Sec. column.) For tax years 1991 and later, the social security and Medicare wages must be listed separately.

I certify that the payments set forth above were made pursuant to the National Labor Relations Act.

\_\_\_\_\_ (Sign Name)

\_\_\_\_\_ (Date)

Contact Person (for questions or additional information):

\_\_\_\_\_ (Name of Contact)

\_\_\_\_\_ (Contact Telephone Number)

Send Form to: Social Security Administration  
Attn: CPS Back Pay Staff  
7-B-15 SWT  
1500 Woodlawn Drive  
Baltimore, MD 21241-001

SAMPLE:

Employer Name and Address	ABC Manufacturing Co. 123 Main Street City, State, Zip					
Employer's EIN:	XX-XXXX-XXXX	Tax Year in Which Award Payment Was Paid:			2015	
(1) SSN and Employee Name	(2)*Award Amount and Periods(s)	(3)**Other Soc. Sec./Med.Wages Paid in Award Year		(4)***Allocation		
		Soc. Sec.	Med./MQGE	Year	Soc.Sec.	Med./MQGE
xxx-xx-xxxx HELEN T SMITH	\$100,000 1/2009 - 12/2012	\$40,000	\$40,000	2009	\$20,000	\$20,000
				2010	\$25,000	\$25,000
				2011	\$27,000	\$27,000
				2012	\$28,000	\$28,000



United States Government  
**NATIONAL LABOR RELATIONS BOARD**  
**REGION 7**  
477 Michigan Avenue - Room 300  
Detroit, MI 48226-2543

Telephone (313) 226-3200  
FAX (313) 226-2090  
[www.nlr.gov](http://www.nlr.gov)

Sent via Fax and U.S. Mail

October 22, 2015

Shelley K. Coe, Esq.  
David B. Parmenter & Associates, Inc.  
2655 Oakley Park Road, Suite 206  
Walled Lake, MI 48390

Re: Midwestern Video Personnel, Inc.  
Case 07-CA-148107

Dear Ms. Coe:

I am advised that your client, the Charged Party herein, has not complied fully with a key term of the Settlement Agreement in the above case, which the Charged Party executed on October 2, 2015, and I approved on October 9, 2015. Specifically, I am advised that the Charged Party has failed to pay the balance of \$9,350.00 in backpay and \$110.53 in interest which has been owed to Charging Party Michael Tatomir since October 16, 2015, seven days after my approval of the above-noted Settlement Agreement. As a result, I am furnishing you notice that, in accordance with the terms of the Settlement Agreement, and specifically with respect to the Performance provision set forth therein, the complaint previously issued on July 31, 2015, will be reissued about October 29, 2015, or shortly thereafter, should the Charged Party continue to fail to make the above-described payment.

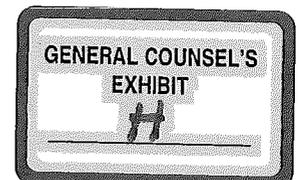
In order to avoid reissuance of the complaint and the possible filing of a motion for default judgment, please have your client submit to the Region 7 office at the above letterhead address the balance owed to Charging Party Michael Tatomir of \$9,350.00 in backpay and \$110.53 in interest within seven days of the date of this letter.

If you have any questions, please call Mark D. Baines, Compliance Officer, at (313) 226-3244.

Very truly yours,

Terry Morgan  
Regional Director

TM/mbd



MODE = MEMORY TRANSMISSION START=OCT-22 10:58 END=OCT-22 11:00

FILE NO.=918

STN NO.	COMM.	ONE-TOUCH/ ABBR NO.	STATION NAME/TEL NO.	PAGES	DURATION
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United States Government  
NATIONAL LABOR RELATIONS BOARD  
REGION 7  
477 Michigan Avenue - Room 300  
Detroit, MI 48226-2569

Telephone (313) 226-3200  
FAX (313) 226-2090  
www.nlr.gov

### FAX TRANSMISSION COVER PAGE

Date: October 22, 2015

To: Shelley Coe, Esq.

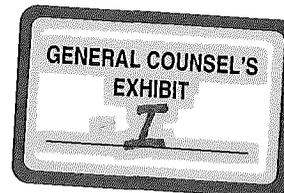
From: Mark Baines

Number of Pages Including Cover Page: 2

Please see the following letter concerning  
Midwestern Video Personnel, Inc., Case 07-CA-148107.  
If you have any problems with this fax please call (313) 226-3244

#### Confidentiality Notice: Official Government Business

This communication is intended for the sole use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this communication is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are notified that any dissemination, distribution, or copying of this communication may be strictly prohibited. If you have received this communication in error, please notify me immediately by telephone call and return the communication to me at the address above via the United States Postal Service. Thank you.



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

MIDWESTERN VIDEO PERSONNEL, INC.

**Respondent**

and

Case 07-CA-148107

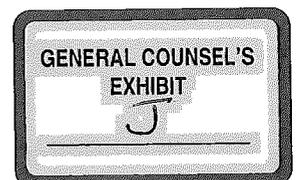
MICHAEL TATOMIR, an Individual

**Charging Party**

**COMPLAINT BASED ON BREACH OF AFFIRMATIVE  
PROVISIONS OF SETTLEMENT AGREEMENT**

Based upon a charge filed by Michael Tatomir, an individual (Charging Party), a Complaint and Notice of Hearing issued in Case 07-CA-148107, against Midwestern Video Personnel, Inc. (Respondent), alleging that it violated the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., by engaging in unfair labor practices. On October 9, 2015, a Settlement Agreement and Notice to Employees was approved (the Settlement), a copy of which is attached as Appendix A, and pursuant to which Respondent agreed to take certain actions to remedy the unfair labor practices alleged in the Complaint. Respondent has failed to comply with the terms of the Settlement. Accordingly, pursuant to the terms of the Settlement and Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board), the Complaint is reissued as follows.

1. The charge in this proceeding was filed by the Charging Party on March 12, 2015, and a copy was served on Respondent by U.S. mail on March 13, 2015.
2. At all material times, Respondent has been a corporation with an office and place of business in Spencer, Ohio (Respondent's Spencer facility), and has been engaged in supplying video and audio crews for sports broadcast television production.
3. In conducting its operations during calendar year ending December 31, 2014, Respondent performed services valued in excess of \$50,000 in States other than the State of Ohio.
4. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.



5. At all material times, Local 58, International Brotherhood of Electrical Workers (IBEW), AFL-CIO (Union), has been a labor organization within the meaning of Section 2(5) of the Act.

6. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Charlyn Scroggins	Owner and President
Deborah Coch	Operation Manager

7. About March 14, 2014, Respondent's employee, the Charging Party, concertedly complained to Respondent regarding the wages, hours, and working conditions of Respondent's employees, by requesting that Respondent seek the higher national wage rate from FOX Sports Detroit for a Detroit Tigers game telecast that was scheduled to be broadcasted nationally on a new network, FOX Sports Detroit One.

8. About February 10, 2015, Respondent discharged the Charging Party.

9. Respondent engaged in the conduct in paragraph 8 because the Charging Party engaged in the conduct described above in paragraph 7, and to discourage employees from engaging in these or other concerted activities.

10. Respondent engaged in the conduct described above in paragraph 8 because the Charging Party supported the Union, and engaged in concerted activities, and to discourage employees from engaging in these activities.

11. By the conduct described above in paragraphs 8 and 9, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

12. By the conduct described above in paragraphs 8 and 10, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

13. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

**WHEREFORE**, it is prayed that Respondent be ordered to:

1. Cease and desist from:

(a) engaging in the conduct described in paragraphs 8 through 10, or in any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed in Section 7 of the Act.

(b) engaging in the conduct described above in paragraphs 8 and 10, or in any like or related manner discriminating against its employees in regard to their hire or tenure or other terms or conditions of employment, thereby discouraging their support for, or membership in, or assistance to the Union, or any other labor organization.

2. Take the following affirmative action:

(a) Offer the Charging Party immediate and full reinstatement to his former position of employment, or if that position no longer exists, to a substantially equivalent position, without prejudice to his seniority or other benefits and privileges previously enjoyed and make him whole for any loss of earnings or other benefits he suffered by reason of the discrimination against him by the payment of backpay, and reimburse him for out-of-pocket expenses he may have incurred while searching for work as a result of the discrimination against him, with interest computed in accordance with Board policy, regardless of whether the Charging Party received interim earnings in excess of these expenses, or at all, during any given quarter, or during the overall backpay period.

(b) Expunge from its records and files any reference to the February 10, 2015, discharge of the Charging Party, and notify him, in writing, that this has been done and that the discharge will not be used against him in the future in any way.

(c) Notify its clients including FOX Sports Detroit in writing of the Charging Party's reinstatement.

(d) Post appropriate notices.

(e) Copy and mail, at its own expense, the notice to all employees who were employed or assigned by Respondent from January 1, 2015, through the present date in the following classifications: All freelance personnel employed by the Employer including Technical Directors (TD); Audio Mixers (A1); Audio Assistants (A2); Specialty Microphone Operators (A3); Video Controllers (V1); Assistant Video Controllers (V2); Graphic Operators/ Font Assist; Graphic Coordinators; Camera Operators (stationary, mobile, and remotely operated); Videotape Operators (VTR); Digital Recording Device Operators (DDR); Score Box Operators; Utility Technicians; Stage Managers; and Statisticians. Those notices will be signed by a responsible Respondent official and show the date of mailing. Respondent will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the notices were mailed.

(f) Email a copy of the signed notice to all employees in the above listed classifications who were employed or assigned by Respondent from January 1, 2015, through the present date. 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 Board Order of the National Labor Relations Board in *Midwestern Video Personnel, Inc.*, Case 07-CA-148107." Respondent will forward a copy of that e-mail, with all of the recipients' e-mail addresses, to the Region's Compliance Officer at [mark.baines@nlrb.gov](mailto:mark.baines@nlrb.gov).

**NO HEARING OR ANSWER**

Because Respondent has previously agreed that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to the Complaint, no Answer is required and no hearing is necessary.

Dated: December 1, 2015

*/s/ Terry Morgan*

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Terry Morgan, Regional Director  
National Labor Relations Board  
Region Seven  
Patrick V. McNamara Federal Building  
477 Michigan Avenue, Room 300  
Detroit, MI 48226

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

MIDWESTERN VIDEO PERSONNEL, INC.

And

Case 07-CA-148107

MICHAEL TATOMIR, an Individual

AFFIDAVIT OF SERVICE OF: Complaint Based on Breach of Affirmative  
Provisions of Settlement Agreement

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on December 1, 2015, I served the above-entitled document(s) by Certified or Regular mail, as noted below, upon the following persons, addressed to them at the following addresses:

Charlyn Scroggins  
Midwestern Video Personnel, Inc.  
5666 Richman Road  
Spencer, OH 44275

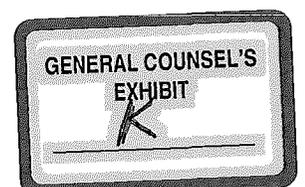
CERTIFIED MAIL, RETURN RECEIPT  
REQUESTED  
7003 2260 0007 3925 1261

Michael Tatomir  
27427 Engleside Street  
Farmington Hills, MI 48336-1664

CERTIFIED MAIL  
7004 2510 0001 3346 8181

Robert D. Fetter, Esq.  
Miller Cohen, P.L.C.  
600 W LaFayette Blvd., Fl. 4  
Detroit, MI 48226-2711

REGULAR MAIL



Deborah Coch  
Midwestern Video Personnel, Inc.  
5666 Richmond Road  
Spencer, OH 44275

REGULAR MAIL

December 1, 2015

/s/ Sheila M. Matlock,  
Designated Agent of NLRB

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Date

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Name

/s/ Sheila M. Matlock

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Signature