

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

IN THE MATTER OF

NETTERFIELD'S POPCORN & LEMONADE, INC. et al

Cases 01-CA-129950 et al  
(See Appendix A)

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

**MAILING OF NOTICES** — After the Regional Director has approved this Agreement, the Regional Office will send a copy of the approved Notice to each of the Charged Parties listed on Appendix A (attached hereto), in English and Spanish. A responsible official of each Charged Party will sign and date the Notice, and immediately mail it, together with a complete list of names and addresses of all employees whom it employed at any time during the 2014 carnival season, at any of its itinerant locations, to the Region's Compliance Officer, Claire Powers. The Regional Office will distribute the Notices to the employees at its own expense.

**E-MAILING NOTICE** – Each of the Charged Parties will send the Region's Compliance Officer an email (at Claire.powers@nlrb.gov) containing a complete list of e-mail addresses for all employees whom it employed at any time during the 2014 carnival season, at any of its itinerant locations. The Regional Office will then transmit to each such employee an e-mail, together with the signed Notice, that will state: “We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 1 of the National Labor Relations Board in Case(s) 01-CA-129950 et al.”

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

**REIMBURSEMENT OF DUES AND FEES** — Within 14 days after approval of this Agreement by the Regional Director, each of the Charged Parties agrees to send a check to the Region in the amount of the “Employer Share Total” opposite its name on Appendix B, in complete discharge of its obligation to reimburse dues and fees owed to its employees who worked during the 2014 carnival season, and who were covered by the applicable collective-bargaining agreements. Distribution of these funds to the employees will be at the sole discretion of the Regional Director. To the extent that individual employees cannot be located within one year of the date of this agreement, such additional funds will be distributed pro rata to, or used for the benefit of, the remaining employees. The Charged Parties expressly waive their right to have any portion of this money returned to them under any circumstances. The Charged Parties agree to cooperate fully with the Regional Director in ensuring that their employees receive all monies due under this Agreement.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the remedial issue of the reimbursement of employees for union dues and initiation fees paid to the Association of Mobile Entertainment Employees (AMEW/ATEM) as a consequence of the Charged Parties' allegedly unlawful recognition of the Union in violation of Section 8(a)(2). It does not settle any other issue pertaining to the above case, including the Charged Parties' liability for back wages, if any, owed employees as a consequence of that allegedly unlawful recognition. All other issues related to this case remain pending. 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



<b>Charged Party</b> <b>BIG O AMUSEMENTS, INC.</b>		<b>Charging Party</b> <b>COMITE DE APOYO A LOS TRABAJADORES AGRICOLAS</b>	
By: Name and Title /s/ Judy Otterbacher, Pres.	Date 11/10/15	By: Name and Title /s/ Arthur N. Read, Attorney	Date 12/18/15
<b>Charged Party</b> <b>BIG ROCK AMUSEMENTS, LLC</b>		<b>Charged Party</b> <b>BROWN'S AMUSEMENTS, INC.</b>	
By: Name and Title /s/ Matt McDonagh, Owner	Date 11/12/15	By: Name and Title /s/ Danny Brown, Pres.	Date 10/30/15
<b>Charged Party</b> <b>CARSON &amp; BARNES CIRCUS CO., INC.</b>		<b>Charged Party</b> <b>CASEY'S RIDES, INC.</b>	
By: Name and Title /s/ Traci Cavallini, Secretary	Date 11/2/15	By: Name and Title /s/ Debbie Green, Owner	Date 10/30/15
<b>Charged Party</b> <b>CHUCKWAGON</b>		<b>Charged Party</b> <b>CULPEPPER ENTERTAINMENT, LLC d/b/a CULPEPPER &amp; MERRIWEATHER CIRCUS</b>	
By: Name and Title /s/ Irene Dugan, Vice Pres.	Date 10/31/15	By: Name and Title /s/ Eugene E. Key III, Manager	Date 11/3/15
<b>Charged Party</b> <b>FAMILY ATTRACTIONS AMUSEMENT CO., LLC</b>		<b>Charged Party</b> <b>FRANK JOSEPH &amp; SONS, INC. d/b/a JOLLY SHOWS</b>	
By: Name and Title /s/ Ruby Macaroni	Date 11/4/15	By: Name and Title /s/ Peter Joseph, President	Date 11/2/15
<b>Charged Party</b> <b>GILLETTE SHOWS, INC.</b>		<b>Charged Party</b> <b>GUADAGNO &amp; SONS d/b/a G &amp; S SHOWS</b>	
By: Name and Title /s/ Elizabeth Gillette, Pres.	Date 11/4/15	By: Name and Title /s/ Anthony Guadagno, Owner	Date 11/4/15
<b>Charged Party</b> <b>HELM &amp; SONS AMUSEMENTS, INC.</b>		<b>Charged Party</b> <b>KASTL AMUSEMENTS</b>	
By: Name and Title /s/ Jason L. Halsey, Manager	Date 11/3/15	By: Name and Title /s/ Frank Kastl, Owner	Date 11/3/15

<b>Charged Party</b> <b>KELLY-MILLER BROS. CIRCUS, LTD.</b>		<b>Charged Party</b> <b>MARK FANELLI'S TRAVELING AMUSEMENT PARK, INC.</b>	
By: Name and Title /s/ John Royal, President	Date 11/4/15	By: Name and Title /s/ Mark Fanelli, President	Date 11/23/15
<b>Charged Party</b> <b>MITCHELL BROTHERS &amp; SONS, INC.</b>		<b>Charged Party</b> <b>MOORE'S GREATER SHOWS, LLC</b>	
By: Name and Title /s/ Gus Mitchell, Owner	Date 11/2/15	By: Name and Title /s/ Ricky Moore, Owner	Date 11/3/15
<b>Charged Party</b> <b>NETTERFIELD'S POPCORN &amp; LEMONADE, INC.</b>		<b>Charged Party</b> <b>PARADISE AMUSEMENTS, INC.</b>	
By: Name and Title /s/ Ronald Netterfield, Pres.	Date 11/03/15	By: Name and Title /s/ Patty Sweet, VP	Date 11/3/15
<b>Charged Party</b> <b>PUGH'S CONCESSIONS, INC.</b>		<b>Charged Party</b> <b>ROCKWELL AMUSEMENTS &amp; PROMOTIONS, INC.</b>	
By: Name and Title /s/ Beau Pugh	Date 11/10/15	By: Name and Title /s/ Harold Fera, Pres.	Date 11/4/15
<b>Charged Party</b> <b>S &amp; S AMUSEMENTS, INC.</b>		<b>Charged Party</b> <b>S.J. ENTERTAINMENT, INC.</b>	
By: Name and Title /s/ Stephen Swika, Jr., Pres.	Date 11/4/15	By: Name and Title Steve Vander Vorste, Pres.	Date 11/3/15
<b>Charged Party</b> <b>SMOKEY'S GREATER SHOWS, INC.</b>		<b>Charged Party</b> <b>STEVE LISKO d/b/a PREMIUM SHOWS OF AMERICA</b>	
By: Name and Title /s/ Jeanette Gilmore, Pres.	Date 11/4/15	By: Name and Title /s/ Steve Lisko, Owner	Date 11/3/15
<b>Charged Party</b> <b>STRATES FINE FOODS</b>		<b>Charged Party</b> <b>SWYEAR AMUSEMENTS, INC.</b>	
By: Name and Title /s/ R. Wayne Pierce	Date 11/30/15	By: Name and Title /s/ Terry Swyear, Owner	Date 11/12/15

<b>Charged Party</b> <b>TALLEY AMUSEMENTS, INC.</b>		<b>Charged Party</b> <b>TINSLEY'S AMUSEMENTS, INC.</b>	
By: Name and Title	Date	By: Name and Title	Date
/s/ Mary Talley, V.P.	10/29/15	/s/ Richard C. Tinsley, Pres.	11/18/15
<b>Charged Party</b> <b>W. SCOTT MILLER d/b/a MILLER AMUSEMENTS</b>		<b>Charged Party</b> <b>WAGNER'S CARNIVAL, LLC</b>	
By: Name and Title	Date	By: Name and Title	Date
/s/ W. Scott Miller, Owner	11/4/15	/s/ Jason Wagner	11/15/15
<b>Charged Party</b> <b>WINDY CITY AMUSEMENTS, INC.</b>		<b>Charged Party</b> <b>WOLD AMUSEMENTS, INC. d/b/a AMERICAN TRAVELING SHOWS</b>	
By: Name and Title	Date	By: Name and Title	Date
/s/ Anthony Salerno, Sr., Pres.	11/2/15	/s/ Jason Wold, CEO	11/24/15
Recommended By:	Date	Approved By:	Date
/s/ Emily G. Goldman Emily G. Goldman, Field Attorney	11/25/15	/s/ Jonathan B. Kreisberg Regional Director, Region 1	12/16/15

## Appendix A

01-CA-129951	Big O Amusements, Inc.	Cardington, OH
01-CA-130002	Big Rock Amusements, LLC	Chesaning, MI
01-CA-130009	Brown's Amusements, Inc.	Mesa, AZ
01-CA-130072	Carson & Barnes Circus Co., Inc.	Hugo, OK
01-CA-130078	Casey's Rides, Inc.	Utica, TX
01-CA-130872	Chuckwagon	Alta Loma, CA
01-CA-130083	Culpepper Entertainment, LLC, d/b/a Culpepper & Merriweather Circus	Powderly, TX
01-CA-130086	Family Attractions Amusement Co., LLC	Valdosta, GA
01-CA-130111	Frank Joseph & Sons, Inc. d/b/a Jolly Shows	Annapolis, MD
01-CA-130120	Gillette Shows, Inc.	Pittsfield, MA
01-CA-130122	Guadagno & Sons d/b/a G & S Shows	Garden Grove, CA
01-CA-130126	Helm & Sons Amusements, Inc.	Colton, CA
01-CA-130134	Kastl Amusements	Casa Grande, AZ
01-CA-130124	Kelly-Miller Bros Circus, Ltd	Hugo, TX
01-CA-130082	Mark Fanelli's Traveling Amusement Park, Inc	Rindge, NH
01-CA-130106	Mitchell Brothers & Sons, Inc.	Slidell, LA
01-CA-130116	Moore's Greater Shows, LLC	Lyford, TX
01-CA-129950	Netterfield's Popcorn & Lemonade, Inc.	Land O'Lakes, FL
01-CA-129960	Paradise Amusements, Inc.	Ocala, FL
01-CA-130865	Pugh's Concessions, Inc.	Lithia, FL
01-CA-129964	Rockwell Amusements & Promotions, Inc.	N. Scituate, RI
01-CA-129987	S & S Amusements, Inc.	Scott Township, PA
01-CA-129990	S.J. Entertainment, Inc.	New Braunfels, TX
01-CA-129998	Smokey's Greater Shows, Inc.	Bangor, ME
01-CA-130004	Steve Lisko d/b/a Premium Shows of America	Hubbard, OH
01-CA-130013	Strates Fine Foods	Mt. Airy, MD
01-CA-130018	Swyear Amusements, Inc.	New Athens, IL
01-CA-130022	Talley Amusements, Inc.	Ft. Worth, TX
01-CA-130027	Tinsley's Amusements, Inc.	High Hill, MO
01-CA-130031	W. Scott Miller d/b/a Miller Amusements	Webster, NH
01-CA-130058	Wagner's Carnival, LLC	Aransas Pass, TX
01-CA-130061	Windy City Amusements, Inc.	St. Charles, IL
01-CA-130063	Wold Amusements, Inc. d/b/a American Traveling Shows	Hanford, CA

## Appendix B

Interest to  
11/24/2015

Employer	Dues	Compound Interest	Total	Employer Share of Dues	Employer Share of Interest	Employer Share Total
Big O Amusements	1,420	57	1,477	1,053	42	\$1,095
Big Rock Amusements	0	0	0	0	0	\$0.
Brown's Amusements	4,358	174	4,532	3,230	129	\$3,359
Carson & Barnes Circus Co.	2,102	84	2,186	1,558	62	\$1,620
Casey's Rides	1,488	59	1,547	1,103	44	\$1,147
Chuckwagon	745	29	774	552	21	\$574
Culpepper Entertainment	316	13	328	234	9	\$243
Family Attractions	780	31	811	578	23	\$601
Frank Joseph & Sons	1,230	49	1,279	912	36	\$948
Gillette Shows	2,158	86	2,244	1,599	64	\$1,663
Guadagno & Sons	3,328	133	3,461	2,466	98	\$2,565
Heim & Sons	2,632	105	2,737	1,951	78	\$2,029
Kastl Amusements	712	28	740	528	21	\$549
Kelley-Miller Bros. Circus	1,128	39	1,167	836	29	\$865
Mark Fanelli	1,128	45	1,173	836	33	\$869
Miller Amusements	626	25	651	464	19	\$482
Mitchell Bros. & Sons	0	0	0	0	0	\$0
Moore's Greater Shows	1,692	94	1,786	1,254	45	\$1,299
Netterfield's	0	0	0	0	0	\$0
Paradise Amusements	1,430	57	1,487	1,060	42	\$1,102
Pugh's	0	0	0	0	0	\$0
Rockwell Amusements	4,348	174	4,521	3,222	129	\$3,351
S&S Amusements	1,972	79	2,051	1,462	58	\$1,520
SJ Entertainment	380	15	395	282	11	\$293
Smokey's Greater Shows	1,296	52	1,347	960	38	\$999
Steve Lisko	956	38	994	708	28	\$736
Strates Fine Foods	0	0	0	0	0	\$0
Swyear Amusements	2,420	97	2,517	1,794	72	\$1,865
Talley Amusements	5,236	209	5,445	3,876	155	\$4,031
Tinsley's Amusements	826	33	858	612	24	\$636
Wagner's Carnival	1,278	51	1,329	947	38	\$985
Windy City Amusements	2,208	88	2,296	1,636	65	\$1,701
Wold Amusements	392	16	408	291	12	\$302
<b>Total:</b>	<b>48,578</b>	<b>1,110</b>	<b>50,540</b>	<b>36,001</b>	<b>1,427</b>	<b>37,428</b>



# 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.

**WE WILL NOT** provide unlawful assistance or support to the Association of Mobile Entertainment Workers/Asociación de Trabajadores de Entretenimiento Móviles (AMEW/ATEM), or any other union.

**WE WILL NOT** recognize or deal with AMEW/ATEM, or any other union, as your exclusive collective-bargaining representative, unless the union represents an uncoerced majority of our employees.

**WE WILL NOT** in any similar way interfere with your rights under Federal law listed above.

**WE HAVE** withdrawn our recognition of AMEW/ATEM as the exclusive collective-bargaining representative of our mobile amusement and recreation attendants who we employ at all locations where we operate.

**WE WILL** rescind the current collective bargaining agreement with the Association of Mobile Entertainment Workers/Asociación de Trabajadores de Entretenimiento Móviles (AMEW/ATEM).

**WE WILL** pay our employees for all dues and initiation fees, if any, that were improperly deducted from their wages on behalf of AMEW/ATEM.

### SMOKEY'S GREATER SHOWS, INC.

(Employer)

Dated: 02.18.2016

By: Jeanette Gilmore President  
(Representative) (Title)

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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.nlr.gov](http://www.nlr.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 above Regional Office's Compliance Officer,

NLRB, Region 34  
A.A.Ribicoff Federal Building  
450 Main Street, Suite 410  
Hartford, CT 06103



# AVISO A LOS EMPLEADOS

## FIJADO CONFORME A UN ARREGLO APROBADO POR UN DIRECTOR REGIONAL DE LA JUNTA NACIONAL DE RELACIONES DEL TRABAJO UNA AGENCIA DEL GOBIERNO DE LOS ESTADOS UNIDOS

LA LEY NACIONAL DE RELACIONES DEL TRABAJO, LE DA A USTED EL DERECHO DE:

- Formar, ingresar en, o ayudar a una unión;
- Seleccionar representantes para negociar con su patrono a nombre de ustedes;
- Actuar juntos con otros empleados por fin de su beneficio y protección;
- Negarse a hacer cualquier de estas actividades protegidas.

**NO VAMOS** a hacer nada que impida con estos derechos.

**NO VAMOS** a dar ni asistencia ilícita ni apoyo a la Asociación de Trabajadores de Entretenimiento Móviles (AMEW/ATEM), ni a ninguna otra unión.

**NO VAMOS** a reconocer ni bregar con AMEW/ATEM, ni con ninguna otra unión, como su representante exclusivo de negociación colectiva, a menos que la unión represente una mayoría de nuestros empleados, sin coacción.

**NO VAMOS** a interferir de ninguna manera similar con sus derechos amparados por la Ley Federal mencionada arriba.

**HEMOS** retirado nuestro reconocimiento de AMEW/ATEM como el representante exclusivo de negociación colectiva de nuestros asistentes de diversiones y recreación móviles quienes empleamos en todos los lugares donde operamos.

**VAMOS A** rescindir el acuerdo de negociación colectiva que tenemos actualmente con la Association of Mobile Entertainment Workers/Asociación de Trabajadores de Entretenimiento Móviles (AMEW/ATEM).

**VAMOS A** pagarles a nuestros empleados por todas las cuotas y tarifas de iniciación, si algunos, que se dedujo de forma ilícita de su pago a nombre de AMEW/ATEM.

**SMOKEY'S GREATER SHOWS, INC.**

(Patrono)

Dated: 02.18.2016 By: Jeanette Gelmore President  
(Representante) (Título)

La Junta Nacional de Relaciones del Trabajo es una agencia Federal independiente establecida en 1935 para hacer cumplir la Ley Nacional de Relaciones del Trabajo. La Junta lleva a cabo elecciones mediante voto secreto para determinar si los empleados quieren estar representados por una unión e investiga y remedia las prácticas ilícitas de trabajo cometidas por los patronos y las uniones. Para obtener más información sobre sus derechos conforme a la Ley y cómo puede radicar un cargo o una petición de elección, puede hablar confidencialmente con cualquier agente en la Oficina Regional de la Junta indicada más adelante. También puede obtener información de la página de Internet de la Junta: [www.nlr.gov](http://www.nlr.gov).

NLRB, Region 34  
A.A. Ribicoff Federal Building  
450 Main Street, Suite 410  
Hartford, CT 06103

**ESTE ES UN AVISO OFICIAL Y NO DEBE SER MUTILADO POR NADIE**

Este aviso debe permanecer fijado durante 60 días consecutivos a partir de la fecha en que sea fijado y no debe ser alterado, mutilado, o cubierto por ningún otro material. Cualesquiera preguntas con relación a este aviso o el cumplimiento con las disposiciones del mismo pueden ser dirigidas a la Oficina de la Junta,