

**UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT**

**IN THE MATTER OF**

**ASSOCIATION OF MOBILE ENTERTAINMENT  
WORKERS/ASOCIACION DE TRABAJADORES DE  
ENTRETENIMIENTO MOVILES (various employers)**

**Case 01-CB-130161**

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:**

**MAILING OF NOTICES** — 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 Spanish. A responsible official of the Charged Party will then sign and date the Notice, and immediately copy and mail it, together with a complete list of names and addresses of members to whom they are to be distributed, to the Region's Compliance Officer, Claire Powers. The Regional Office will distribute the Notices, at its own expense, to all current and former members who were employed by any of the Employers listed on Appendix A hereto, at any locations where they operated during the 2014 carnival season.

**E-MAILING NOTICE** - The Charged Party will send the Region's Compliance Officer an email (at [claire.powers@nlrb.gov](mailto:claire.powers@nlrb.gov)) containing a complete list of e-mail addresses for all current and former members who worked for any of the Employers listed on Appendix A hereto at all locations where they operated during the 2014 carnival season. The Regional office will transmit an e-mail, together with the signed Notice, that will state: "We are distributing the Attached Notice to Members to you pursuant to a Settlement Agreement approved by the Regional Director of Region 1 of the National Labor Relations Board in Case 01-CB-130161."

**CHARGED PARTY'S OBLIGATIONS UNDER THE "MAILING OF NOTICES" AND "E-MAILING NOTICE" SECTIONS OF THIS AGREEMENT** - It is understood that the Charged Party's members represent a transient population, many of whom do not have fixed e-mail or mailing addresses. As a result, it is agreed that the Charged Party will make every effort to provide the Region with up-to-date contact information (including but not limited to e-mail and mailing addresses) for its members; share with the Region information it obtains regarding changes in members' contact information; and cooperate with the Region's efforts to locate members who may be entitled either to a monetary remedy, or to receive a Notice, under this Agreement.

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

**REIMBURSEMENT OF DUES AND FEES** – Within 14 days from approval of this Agreement by the Regional Director, the Charged Party agrees to send a check to the Region in the amount of \$25,000, in complete discharge of its obligation to reimburse dues and fees owed to employees who worked for any of the Employers listed on Appendix A during the 2014 carnival season, and who were covered by the applicable collective-bargaining agreements. Distribution of this \$25,000 to the employees will be at the sole discretion of the Regional Director; provided however, that 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 the remaining employees.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees and



Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party 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>ASSOCIATION OF MOBILE ENTERTAINMENT WORKERS/ASOCIACION DE TRABAJADORES DE ENTRETENIMIENTO MOVILES</b>		<b>Charging Party</b> <b>COMITE DE APOYO A LOS TRABAJADORES AGRICOLAS</b>	
By: Name and Title	Date	By: Name and Title	Date
/s/ Liliana I. Santos Huesca President AMEW-ATEM	11-13-15	/s/ Arthur N. Read	11-29-15
Recommended By:	Date	Approved By:	Date
/s/ Emily Goldman EMILY G. GOLDMAN Field Attorney	11-25-15	/s/ Ronald S. Cohen Acting Regional Director, Region 1	11-27-15

**APPENDIX A TO SETTLEMENT AGREEMENT  
ASSOCIATION OF MOBILE ENTERTAINMENT WORKERS, CASE 01-CB-130161**

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	Faldosta, 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

(To be printed and posted on official Board notice form)

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

- Form, join, or assist a union;
- Choose a representative to bargain with your employer 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** accept unlawful assistance or support from any employer or from anyone acting on behalf of any employer.

**WE WILL NOT** enter into, maintain, or enforce a collective-bargaining agreement that requires you to join the Association of Mobile Entertainment Workers/Asociación de Trabajadores de Entretenimiento Móviles (AMEW/ATEM), or that permits an employer to withhold union dues from your wages, unless we represent an uncoerced majority of its employees.

**WE WILL NOT** accept recognition from any employer as your exclusive collective-bargaining representative unless we represent an uncoerced majority of its employees.

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

**WE WILL** dissolve and stop maintaining or enforcing the collective-bargaining agreement that we entered into with your employer during the 2014 carnival season.

**WE WILL**, together with your employer, pay you for all dues and initiation fees that you paid directly to us, or that your employer deducted from your wages.

**ASSOCIATION OF MOBILE ENTERTAINMENT  
WORKERS/ASOCIACION DE TRABAJADORES  
DE ENTRETENIMIENTO MOVILES  
(AMEW/ATEM)**

(Labor Organization)

**Dated:** \_\_\_\_\_ **By:** \_\_\_\_\_  
(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. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy 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 or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).*

10 Causeway St Fl 6  
Boston, MA 02222-1001

**Telephone:** (617)565-6700  
**Hours of Operation:** 8:30 a.m. to 5 p.m.

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**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.