

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is by the National Whistleblowers Center, National Whistleblower Legal Defense & Education Fund, and Kohn, Kohn & Colapinto, LLP, Michael D. Kohn, Stephen M. Kohn and David K. Colapinto, collectively (the “Joint Employer”) and Richard R. Renner (“Renner”), Tate and Renner, and Lindsey M. Williams (“Williams”). Collectively, the Joint Employer, Renner, Tate and Renner, and Williams are referred to herein as “the Parties.”

WHEREAS, Renner and Williams filed unfair labor practice charges with the National Labor Relations Board (“NLRB”), Charges 5-CA-095886 and 5-CA-095908 (the “Charges”) alleging that the Joint Employer violated the National Labor Relations Act (“NLRA”) when it terminated Renner and Williams’s employment on November 5, 2012; and

WHEREAS, Richard R. Renner, Lindsey M. Williams, Michael D. Kohn, Stephen M. Kohn and David K. Colapinto were and are actively-licensed attorneys during their employment or affiliation with the Joint Employer and affiliated entities;

WHEREAS, on October 31, 2014, Region 5 of the Board Consolidated the Charges and issued a Complaint and Notice of Hearing against the Joint Employer; and

WHEREAS, The entities designated as the Joint Employer deny that they constitute a joint employer and further deny that any of the entities constituting the Joint Employer have violated the NLRA, or any other law in connection with Renner or Williams; and

WHEREAS, the Parties wish to settle their differences and to resolve amicably all claims in connection with Renner's employment and Williams's employment and the termination of such employment without further litigation, claims or controversies.

NOW, THEREFORE, in consideration of the performance of following obligations the Parties agree as follows:

1. Payment. The Joint Employer shall pay the following:

a. Payment to Renner – The total gross amount of [REDACTED], in satisfaction of any and all claims, including but not limited to claims for back pay, to be allocated as follows:

- i. One check payable to Renner in the gross amount of [REDACTED] [REDACTED] [REDACTED] representing backpay, plus [REDACTED] [REDACTED], representing interest for the aforementioned back pay. This payment will be treated as supplemental wages for tax purposes, and the Joint Employer will deduct and withhold from this payment all applicable local, state, and federal taxes, including income taxes and Federal Insurance Contributions Act ("FICA") taxes. The Joint Employer will report this payment in an IRS Form W-2 to be issued to Renner and will remit all funds withheld to all applicable local, state and federal taxing authorities. The Joint Employer will provide Renner with a paystub or other appropriate documentation that accounts for all deductions.

ii. One check payable to Renner in the gross amount of [REDACTED]

[REDACTED]

[REDACTED] to liquidate all of Renner's claims other than backpay and interest. The Joint Employer will report this payment on IRS Form 1099 in Box 14. Renner shall be responsible for all of his taxes

- b. Payment to Williams – One check payable to Williams in the gross amount of [REDACTED] [REDACTED] representing backpay, plus [REDACTED] [REDACTED] as accrued interest on the aforementioned back pay. This payment will be treated as supplemental wages for tax purposes, and the Joint Employer will deduct and withhold from this payment all applicable local, state, and federal taxes, including income taxes and Federal Insurance Contributions Act (“FICA”) taxes. The Joint Employer will report this payment in an IRS Form W-2 to be issued to Williams and will remit all funds withheld to all applicable local, state and federal taxing authorities. The Joint Employer will provide a pay stub or other appropriate documentation to account for all deductions.

The Joint Employer shall make the payments described in paragraph 1 within two weeks after the Implementation Date of this Agreement (as defined in Paragraph 13 below).

2. Withdrawal of the Charge: Williams and Renner shall withdraw the Charges referenced in this Agreement with prejudice, and they shall not assert or seek to litigate the allegations of the Charges or any other claims or allegations related to Williams's and Renner's employment or the termination of their employment in any forum at any time in the future. (A copy of the Unopposed Request for Dismissal with Prejudice is attached as Exhibit A.) Williams

and Renner shall provide a copy of their final signed withdrawal correspondence to the NLRB and to counsel for the Joint Employer within 24 business hours after receiving a copy of this Agreement signed by the Joint Employer.

3. Waiver of Reinstatement; No Future Obligation to Employ. In consideration for this Agreement including the Payments specified in Paragraph 1 herein, Williams and Renner hereby waive any rights to reinstatement to their former or any positions at The Joint Employer or any successor companies, partnerships or other entities established by the Joint Employer. Williams and Renner agree that they shall not seek employment with the Joint Employer at any time in the future, and the Joint Employer shall not have any obligation to consider Williams or Renner for re-employment in any capacity at any time in the future.

4. General Mutual Release.

a. General Release by Renner: On behalf of himself, Tate & Renner, and his heirs, successors and assigns, Renner hereby irrevocably waives, releases, and forever discharges the Joint Employer and their successors, parents, and affiliates, and past and present directors, officers, stockholders, employees, agents, attorneys, insurers, representatives (hereinafter “the Releasees”) from all claims and demands, actions and causes of action, suits, liabilities, objections, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, grievances, covenants, contracts, controversies, agreements, promises, demands, judgments, all injuries, physical or mental, and all damages resulting therefrom including, but not limited to, attorneys’ fees and compensatory damages, litigation costs or expenses, punitive damages and damages for emotional distress, all claims under any federal, state, or local

statute, law or ordinance including, but not limited to, the Fair Labor Standards Act, The Civil Rights Act of 1866, 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, as amended, the Family and Medical Leave Act, the Americans with Disabilities Act, the National Labor Relations Act, and the Labor Management Relations Act, 29 U.S.C. § 141, et seq., the Labor Management Reporting and Disclosure Act, 29 U.S.C. § 401 et seq., all claims arising under the law of Maryland, the District of Columbia, and all common law claims in law or equity of any nature that he ever had or has, shall or may have against any of the Releasees that relate to any act, event, or omission, known or unknown, intentional, unintentional, or negligent, suspected or unsuspected, from the beginning of time up to the date of this Agreement including, but not limited to, all claims known or unknown, asserted or unasserted which relate to any aspect of Renner's employment and the termination of that employment. Renner and Tate & Renner shall not file or institute any charge, complaint, lawsuit, claim, or other challenge with any court or State or Federal agency based upon any claim that is released herein. Renner represents that as of the date he signs this Agreement, he has not filed any claim against the Joint Employer with any court or government agency except for the Charge. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement, including, without limitation, this General Release and Covenant Not To Sue, will waive, relinquish, diminish, release or in any way affect (i) any rights expressly provided for in this Agreement or (ii) any rights or claims that, as a matter of law, cannot be

released or waived. Although Renner is not precluded from filing charges with any federal, state or local administrative agency, or participating in a lawful government investigation, to the maximum extent permitted by law, he expressly waives his right to any monetary recovery or any other individual relief (including attorneys fees) in connection with any administrative charge or any resulting litigation should any federal, state or local administrative agency or any other person pursue any claims on his behalf arising out of or related to his employment and/or the termination of his employment with The Joint Employer.

- b. General Release by Williams: On behalf of herself, her heirs, successors and assigns, Williams hereby irrevocably waives, releases, and forever discharges The Joint Employer and their successors, parents, and affiliates, and past and present directors, officers, stockholders, employees, agents, attorneys, insurers, representatives (hereinafter “the Releasees”) from all claims and demands, actions and causes of action, suits, liabilities, objections, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, grievances, covenants, contracts, controversies, agreements, promises, demands, judgments, all injuries, physical or mental, and all damages resulting therefrom including, but not limited to, attorneys’ fees and compensatory damages, litigation costs or expenses, punitive damages and damages for emotional distress, all claims under any federal, state, or local statute, law or ordinance including, but not limited to, the Fair Labor Standards Act, The Civil Rights Act of 1866, 42 U.S.C. § 1981, Title VII of

the Civil Rights Act of 1964, as amended, the Family and Medical Leave Act, the Americans with Disabilities Act, the National Labor Relations Act, and the Labor Management Relations Act, 29 U.S.C. § 141, et seq., the Labor Management Reporting and Disclosure Act, 29 U.S.C. § 401 et seq., all claims arising under the law of Maryland, the District of Columbia, and all common law claims in law or equity of any nature that she ever had or has, shall or may have against any of the Releasees that relate to any act, event, or omission, known or unknown, intentional, unintentional, or negligent, suspected or unsuspected, from the beginning of time up to the date of this Agreement including, but not limited to, all claims known or unknown, asserted or unasserted which relate to any aspect of Williams's employment and the termination of that employment. Williams shall not file or institute any charge, complaint, lawsuit, claim, or other challenge with any court or State or Federal agency based upon any claim that is released herein. Williams represents that as of the date she signs this Agreement, she has not filed any claim against the Joint Employer with any court or government agency except for the Charge. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement, including, without limitation, this General Release and Covenant Not To Sue, will waive, relinquish, diminish, release or in any way affect (i) any rights expressly provided for in this Agreement or (ii) any rights or claims that, as a matter of law, cannot be released or waived. Although Williams is not precluded from filing charges with any federal, state or local administrative agency, or participating in a lawful government

investigation, to the maximum extent permitted by law, she expressly waives her right to any monetary recovery (including attorney's fees) or any other individual relief in connection with any administrative charge or any resulting litigation should any federal, state or local administrative agency or any other person pursue any claims on her behalf arising out of or related to her employment and/or the termination of her employment with the Joint Employer.

- c. General Release by the Joint Employer. In consideration of the undertakings and agreements set forth elsewhere in this Agreement, the National Whistleblowers Center, National Whistleblower Legal Defense & Education Fund, Kohn, Kohn & Colapinto, LLP, Michael D. Kohn, Stephen M. Kohn and David K. Colapinto (together, called the "Joint Employer") each unconditionally releases, waives, settles and forever discharges Renner and Williams from any and all suits, actions, and claims, known and unknown (including claims for damages, attorneys' fees, expenses and costs) for any actions, omissions or decisions, up to and including the date this Agreement is signed. However, none of the Parties waive any rights or claims that cannot be waived under applicable law, nor do they waive any rights or claims associated with the performance of the provisions of this Agreement or that arise after signing the Agreement. Each party agrees that this release includes claims that he or it presently does not know of or suspect to exist, even if he or it would not have entered into this Agreement had he or it known of those claims. Each party also understands that this release means that he, she or it is

giving up the right to sue or otherwise pursue any claims against Richard R. Renner, Tate & Renner, or Lindsey M. Williams.

5. Confidentiality. The amounts of payments set forth in Paragraph 1 of this Agreement shall remain confidential with the following specific exceptions. The Parties are permitted to make disclosures and/or to provide a copy of this Agreement and discuss the contents and terms of this Agreement with their spouses, or for purposes of obtaining tax or legal advice from their attorney(s) and their tax advisor(s), provided any such persons agree to honor and be bound by the confidentiality provision of this Agreement. The Parties are also permitted to make disclosures, including but not limited to the entire agreement, as required by law, to government agencies and officers acting within the scope of their official duties (including, but not limited to the NLRB and tax authorities). The Parties are allowed to disclose generally to third parties that the case was settled amicably and successfully.

Nothing in this Agreement permits Renner, Williams, Michael D. Kohn, Stephen M. Kohn and David K. Colapinto to disclose information that is protected by the attorney-client or work product privilege or Rule 1.6 of the Rules of Professional Conduct (hereinafter, "Rule 1.6), and nothing in this Agreement shall be construed to constitute a waiver of any privilege or information that is protected by Rule 1.6 with respect to individual clients whom the aforementioned individuals currently represent or previously represented in their capacities as licensed attorneys..

Renner and Williams agree not to disclose to any third parties the information contained in paragraphs 7 and 8 of this Agreement, except that Renner and Michael D. Kohn, Stephen M. Kohn and David K. Colapinto are permitted to discuss the terms of the aforementioned paragraphs with their respective current clients as listed therein, insofar as disclosure of those

terms apply to a particular client.

Nothing in this paragraph shall be construed as prohibiting the Releasors from discussing with employees, independent contractors or representatives of the Joint Employer any matters with regard to employment or work with the Joint Employer that is outside the scope of the attorney-client or work product privilege or Rule 1.6, or the exercises of any employees' rights including, but not limited to, protected concerted activities. The Releasors are also not prohibited from assisting other employees in the investigation and trial of any National Labor Relations Board cases. However, the Releasors are absolutely prohibited from discussing or disclosing any or all of the monetary and financial terms of this Agreement or information that is privileged or protected by Rule 1.6 to persons or third parties not identified in the first paragraph of this provision including, but not limited to, the present and former employees, independent contractors, and representatives of the Joint Employer.

6. Return of Personal Information. The Joint Employer agrees to search for, retrieve, and send to Williams personal information and data, including (but not limited to) personal photographs, emails, documents, financial information and the like that that she entered into its server, its email program or onto her office computer during her employment with The Joint Employer, to the extent that any such information is retrievable. Williams agrees to identify such personal information with sufficient specificity, as she has begun to do, so that a good faith search can be conducted and completed with reasonable dispatch. To the extent that additional personal information is identified within six (6) months of the Implementation Date the Joint Employer agrees to take reasonable steps to search for and provide the same to Williams. Williams agrees to accept the Joint Employer's good faith efforts to cooperate with, search for and provide all identified files. Williams also acknowledges that nothing in this paragraph

provides Williams with a separate claim or future demand pertaining to the search or production of personal information and data Williams claims to be stored on the Joint Employer's computer system.

7. Pending Cases. The Joint Employer, Renner and Tate & Renner agree to the following fee arrangement for currently pending cases in which the Joint Employer, Renner and Tate & Renner may have joint or shared claims for attorneys' fees. All claims for fees, costs and any other monies related to any cases to which Renner or Tate & Renner may have a financial interest but not listed below are waived by Renner and Tate & Renner. The Joint Employer waives any claim for fees, costs and any other monies currently being handled by Renner or Tate & Renner, or which were handled by Renner or Tate & Renner after Renner left employment with the Joint Employer, to which the Joint Employer may have a financial interest.

a. The Joint Employer waives all entitlement to any reimbursement for fees in the following cases:

[REDACTED]

b. [REDACTED]
[REDACTED]; Renner and Tate & Renner expressly waive all rights to recover fees in this matter. Any fees for the time that Renner or Tate & Renner worked on this case, while Renner was associated with the Joint Employer, shall belong to the Joint Employer for purposes of filing a fee

application or seeking other payment, and Renner and Tate & Renner hereby waive any claims for said fees. Renner, on behalf of himself and Tate & Renner, further agrees to withdraw the lien for recovery of fees in this matter. Renner has provided to the Joint Employer an accounting of the Tate & Renner and all other billed hours in such form that the Joint Employer can utilize in any subsequent fee petition.

- c. For any and all other cases not named herein but in which the Joint Employer now has a financial interest, the Joint Employer agrees not to seek any additional fees from Renner or Tate & Renner for such cases, and Renner, on behalf of himself and Tate & Renner, agrees not to seek payment for his time, fees or costs from the Joint Employer. Any fees for the time that Renner worked on any cases while he was associated with the Joint Employer and for which the Joint Employer still represents the client, shall belong to the Joint Employer. Renner, on behalf of himself and Tate & Renner, waives any claims for said fees.

8. The Joint Employer releases the clients or former clients referenced in Paragraph 7.a. from all claims the Joint Employer may have against them, including but not limited to, any claim for legal fees and costs, and any breach of contract or tort claims for damages of any kind, and the Joint Employer covenants not to make any such claims against the clients or former clients referenced in Paragraph 7.a. However, nothing in this Settlement Agreement and Release shall prevent the Joint Employer from making any claim for legal fees and costs, or damages of any kind, as a counterclaim or defense against any of the clients or former clients referenced in Paragraph 7.a. if any such client or former client files any lawsuit or makes claim against the Joint Employer.

9. Posting of Notice. The Joint Employer agrees to post notices and to mail notices in accordance with Exhibit B attached hereto. The Joint Employer shall provide a copy of the final signed notice to counsel for Renner and Williams within two (2) business days after posting the notice.

10. Non-Admission. This Agreement and the performance of the obligations contained in it shall not constitute or be considered to be an admission by the Joint Employer that they have acted in violation of any federal, state or local law or otherwise acted improperly with respect to Williams and Renner, their employment with the Joint Employer, and/or the termination of that employment.

11. Governing Law. This Agreement shall be governed and construed in accordance with the law of the District of Columbia.

12. National Labor Relations Board Not a Party. The Parties acknowledge and agree that the National Labor Relations Board is not a party to this Agreement.

13. Signature by all Parties Necessary To Effectuate Implementation. The Parties acknowledge and agree that this Agreement is conditioned upon both Renner and Williams agreeing to, and to the extent required, complying with, all of its terms. This Agreement shall not become effective unless executed by all Parties and approved by Region 5 the National Labor Relations Board.

The Joint Employer has two (2) business days to sign and submit this Agreement to the NLRB after Renner and Williams sign the Agreement. Prior to that time, Renner and/or Williams have the right to revoke the Agreement

14. Approval by NLRB Necessary To Complete Implementation. This Agreement shall become effective only upon approval by NLRB, Region 5, of Williams's and Renner's

requests to withdraw the aforementioned Charges and the rescission of the Complaint issued on those Charges by Region 5. The date of such withdrawal and rescission shall be considered the Implementation Date of this Agreement.

If the NLRB fails to approve Williams' and Renner's requests to withdraw the aforementioned Charges and/or to rescind the Complaint issued thereon within thirty (30) days, the Parties have the right to rescind or renegotiate this Agreement.

15. This is the Entire Agreement. This Agreement contains the entire understanding between Williams, Renner and the Joint Employer concerning the claims in the Charges, and the resolution of them. It supersedes any and all other prior written or oral offers agreements, representations, or promises by the Joint Employer.

16. Remedies for Breach. The Parties hereby agree that they may enforce any provision of this Settlement Agreement, and consent to suit as to any breach thereof. Upon the breach of any term or condition of this Settlement Agreement by any Party, the non-breaching Party or Parties shall have the right to seek full recourse to recover damages and/or the right to seek attorney's fees if permitted by law. The Parties agree and acknowledge that this Settlement Agreement may be used as evidence in any subsequent proceeding in which either party alleges a breach of this Settlement Agreement or asserts the existence of actions or claims that are inconsistent with its terms. Any controversy, dispute or claim arising out of or relating to this Agreement, or a breach thereof, or any of the circumstances relating to any matter not released shall be first addressed through good faith negotiations before any lawsuit is initiated.

17. Signature in Counterparts. The Parties to this Agreement may sign in Counterpart and an original copy of this Agreement signed by a Party is enforceable against that Party. The person or persons signing on behalf of the corporate parties warrants that he or she has authority

to act on behalf of such corporate parties. The Parties agree that signature transmitted by facsimile and email and scanned signatures are and shall be binding as the original signatures to this Settlement Agreement.

18. Heirs, Successors and Assigns. This Settlement Agreement all of the provisions hereto shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns by law or in interest.

THIS AGREEMENT CONTAINS A RELEASE. READ BEFORE SIGNING. The

Parties, by their signatures below, agree to all of the foregoing terms.

2014-12-19

Date

Richard R. Renner

Richard R. Renner

12-19-14

Date

Lindsey M. Williams

Lindsey M. Williams

2014-12-19

Date

Tate & Renner
By Richard R. Renner

Richard R. Renner

12-22-2014

Date

National Whistleblowers Center
By Stephen Kohn

Name (printed legibly)

Executive Director

Title

SK

Signature

National Whistleblower Legal Defense & Education Fund

Date

By _____

Name (printed legibly)

Title

Signature

THIS AGREEMENT CONTAINS A RELEASE. READ BEFORE SIGNING. The

Parties, by their signatures below, agree to all of the foregoing terms.

2014-12-19

Date

Richard R. Renner

Richard R. Renner

12-19-14

Date

Lindsey M. Williams

Lindsey M. Williams

2014-12-19

Date

Tate & Renner
By Richard R. Renner

Richard R. Renner

National Whistleblowers Center

Date

By _____

Name (printed legibly)

Title

Signature

National Whistleblower Legal Defense & Education Fund

12/22/2014

Date

By Michael Kohn

Name (printed legibly)

Trustee

Title

Michael Kohn

Signature

Kohn, Kohn & Colapinto, LLP

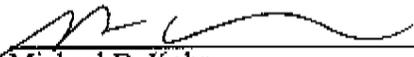
12/22/2014
Date

By David Colapinto
Name (printed legibly)

Partner-Member
Title


Signature

12/22/2014
Date


Michael D. Kohn

Date

Stephen M. Kohn

12/22/2014
Date


David K. Colapinto

Kohn, Kohn & Colapinto, LLP

Date

By _____
Name (printed legibly)

Title

Signature

Date

Michael D. Kohn

12-22-2014

Date



Stephen M. Kohn

Date

David K. Colapinto

Kohn, Kohn & Colapinto, LLP

Date

Michael D. Kohn

Date

Stephen M. Kohn

Date

David K. Colapinto

EXHIBIT A

NATIONAL LABOR RELATIONS BOARD

NATIONAL WHISTLEBLOWER CENTER,
NATIONAL WHISTLEBLOWER LEGAL DEFENSE
& EDUCATION FUND, AND KOHN, KOHN, AND
COLAPINTO, LLP, A JOINT EMPLOYER

- and -

LINDSEY M. WILLIAMS and RICHARD R. RENNER

Charging Parties.

Case No. 05-CA-095886

Case No. 05-CA-095908

JOINT MOTION FOR DISMISSAL WITH PREJUDICE

By agreement of the parties, this matter has been settled. Williams and Renner and charged parties hereby request that this action and all claims asserted herein be dismissed, with prejudice, and that the Board rescind the Consolidated Complaint filed in this action. A copy of the Settlement Agreement, Mutual Release, and Covenants Not to Sue is separately provided.

Respectfully submitted by:

Lawrence J. Sherman

LAW OFFICES OF LAWRENCE J.
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Attorney for Lindsey M. Williams and Richard R.
Renner

Gil A. Abramson

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Baltimore, MD 21209 410 415-2023 (direct) 410
415-2001 (fax)

**Counsel for the National Whistleblowers
Center**

Richard G. Vernon

LERCH, EARLY & BREWER, CHTD
Counsel for Kohn, Kohn and Colapinto, LLP
and The National Whistleblower Legal
Defense and Education Fund

EXHIBIT B

POSTING AND MAILING OF NOTICES — A responsible official of the Charged Party will sign and date these Notices and immediately post them in prominent places at its facilities, 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 Notice to all current employees and former employees who were employed at any time since September 1, 2012. 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.

The proposed Notice language:

NWC/FUND/KKC LETTERHEAD

We are pleased to inform you that we have resolved the pending unfair labor practice charges filed at the National Labor Relations Board.

In connection with that resolution, we want to remind you that under Federal law, National Whistleblower Center, National Whistleblower Legal Defense & Education Fund, and Kohn, Kohn, and Colapinto, LLP employees have the right to:

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

These rights mean that National Whistleblower Center, National Whistleblower Legal Defense & Education Fund, and Kohn, Kohn, and Colapinto, LLP employees have the right to talk about a union, and we will not stop employees from talking about a union; we will rescind any rules which prevent employees from talking about unions during non-working time; will not create rules preventing employees from talking about unions during non-working time in response to union activity; we will not threaten employees with unspecified reprisals if employees choose to be represented by or support a union, or if employees talk about or engage in activity with other employees regarding wages, hours, and working conditions; we will not threaten employees with termination if they choose to be represented by or support a union, or if employees talk about or engage in activity with other employees regarding wages, hours, and working conditions; we will not terminate employees because they exercise their right to bring issues and complaints to us on behalf of themselves and other employees; and we will not fire employees because they exercise their right to engage

in union activity. We also have removed from our records any references to the terminations of Richard R. Renner and Lindsey M. Williams and instituted appropriate remedial action with regard to each former employee.

As part of the resolution of these matters, the Parties have successfully resolved all matters raised in the Charges.

Sincerely,

(ER Official)

4849-4779-4209, v. 2