

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 5**

UNITED SECURITY & POLICE
OFFICERS OF AMERICA (USPOA)(MVM, INC.)

and

Case 5-CB-112215

DANYETA JONES, AN INDIVIDUAL

and

Case 5-CB-114849

FIDELIS NJAIKENG, AN INDIVIDUAL

**MOTION TO TRANSFER CASE TO THE BOARD
AND FOR DEFAULT JUDGMENT**

Pursuant to Section 102.24 and 102.50 of the National Labor Relations Board's Rules and Regulations and Statements of Procedure, Series 8, as amended, herein called the Rules, the General Counsel, by his undersigned counsel, respectfully moves that the National Labor Relations Board, herein called the Board: (1) transfer this case and continue proceedings before the Board; (2) deem the allegations in the Complaint issued on August 15, 2014, as admitted to be true without taking evidence supporting allegations in the Complaint; and (3) grant Default Judgment and issue a Decision and Order herein based on the following:

1. On August 28, 2013, Danyeta Jones, an Individual, (Jones) filed a charge in Case 05-CB-112215 against National Union United Security & Police Officers of America (USPOA), herein called Respondent and whose correct name is United Security & Police Officers of America (USPOA). A copy of this charge was served by mail on Respondent on August 29, 2013. A copy of this charge is attached as Exhibit 1, and the Regional Director's transmittal letter is attached as Exhibit 2.

2. On November 4, 2013, Jones filed an amended charge in Case 05-CB-112215 against Respondent, and a copy was served by mail on Respondent on November 6, 2013. A copy of this amended charge is attached as Exhibit 3, and the Regional Director's transmittal letter is attached as Exhibit 4.

3. On October 17, 2013, Fidelis Njainkeng, an Individual, (Njainkeng) filed a charge in Case 05-CB-114849 against Respondent. A copy of this charge was served by mail on Respondent on October 18, 2013. A copy of this charge is attached as Exhibit 5, and the Regional Director's transmittal letter is attached as Exhibit 6.

4. On November 19, 2013, Njainkeng filed an amended charge in Case 05-CB-114849 against Respondent, and a copy was served by mail on Respondent on November 20, 2013. A copy of this amended charge is attached as Exhibit 7, and the Regional Director's transmittal letter is attached as Exhibit 8.

5. On November 26, 2013, the Regional Director issued an Order Consolidating Cases, Consolidated Complaint, and Notice of Hearing (First Complaint) alleging that Respondent has engaged in unfair labor practices in violation of Section 8(b)(1)(A) and (2) of the Act, and a copy was served on Respondent the same date. A copy of the First Complaint is attached as Exhibit 9, and the affidavit of service is attached as Exhibit 10.

6. On December 10, 2013, Respondent filed an Answer to the First Complaint. A copy of Respondent's Answer is attached as Exhibit 11.

7. On March 5, 2014, Respondent, Jones, and Njainkeng executed an informal settlement agreement (Settlement Agreement) in Cases 05-CB-112215 and 05-CB-114849. The Settlement Agreement was approved by the Acting Regional Director for Region 5 on March 12, 2014. A Notice to Employees and Members (Notice) was made part of the

Settlement Agreement. A conformed copy of the Settlement Agreement is attached as Exhibit 12, and a copy of the Notice signed by Respondent is attached as Exhibit 13.

8. By a letter dated March 18, 2014, the Compliance Officer for Region 5, on behalf of the Regional Director for Region 5, sent a letter to Respondent notifying Respondent that the Settlement Agreement had been approved and describing the actions required by Respondent to comply with the Settlement Agreement. A copy of the Compliance Officer's letter (without attachments) is attached as Exhibit 14.

9. Among other things, the Settlement Agreement and Notice required Respondent to:

- a. Distribute the Notice by e-mail to all members and all employees of MVM, Inc. (the Employer) employed in the bargaining unit represented by Respondent, and forward a copy of that e-mail and a list of all of the recipient's e-mail addresses to the Region's Compliance Officer. (Exhibit 12: "E-MAILING NOTICES"; Exhibit 14: p.1 "Electronic Mailing");
- b. Notify each bargaining unit employee in writing of their rights under *NLRB v. General Motors*, 373 U.S. 734 (1963) and *Communications Workers v. Beck*, 487 U.S. 735 (1988) (Exhibit 12: Attachment A, ¶¶2 and 5; Exhibit 13: second "WE WILL" paragraph);
- c. Provide the Regional Director with copies of all correspondence Respondent receives from employees in response to its *GM/Beck* notice (Exhibit 12: Attachment A, ¶2);

- d. Provide the Regional Director with all records showing dues payments to Respondent from bargaining unit employees from February 2014 to the present (Exhibit 12: Attachment A, ¶4)¹;
- e. Recognize as objecting nonmembers Njainkeng (as of May 17, 2013), Jones and Princess Griffith (Griffith) (both as of August 17, 2013), retroactively reduce the amount of dues and fees they were charged during that time period, provide them with information setting forth the percentage of the reduction in dues and fees charged to *Beck* objectors, the basis for that calculation, notice of an opportunity to challenge that calculation, and the procedure for challenging Respondent's calculation (Exhibit 13: fourth "WE WILL" paragraph);
- f. Refund with interest to the extent not already refunded, those portions of dues and fees collected or charged at the full member rate rather than the objecting nonmember rate from Njainkeng since May 17, 2013, from Jones and Griffith since August 17, 2013, and from any other employee who first paid dues on or after February 28, 2013, and who files a *Beck* objection, and provide copies of these refund checks to the Regional Director (Exhibit 12: Attachment A, ¶¶ 2 and 6; Exhibit 13: fifth "WE WILL" paragraph);
- g. Reimburse employees for retroactive dues paid after February 28, 2013, for the period covering April 1, 2012, to September 7, 2012, because they were led to believe that signing dues check-off authorization cards was a

¹ Respondent has provided dues reports covering the period from October 2012, through January 2014.

condition of employment (Exhibit 12: Attachment A, ¶ 5; Exhibit 13: sixth “WE WILL” paragraph); and

- h. Provide Griffith, Jones, and Njainkeng copies of Respondent’s 2013 statements of expenses for representational and nonrepresentational activities (Exhibit 13: seventh “WE WILL” paragraph).

10. The Settlement Agreement contains a provision entitled, “COMPLIANCE WITH NOTICE” providing that:

The Charged Party will comply with all the terms and provisions of said Notice.

11. The Settlement Agreement also contains a provision entitled “PERFORMANCE,” requiring immediate compliance with the Settlement Agreement’s terms, and the following provision addressing the event of Respondent’s non-compliance with the terms of the Settlement Agreement:

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 14 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 issue a complaint that will include the allegations spelled out above in the Scope of Agreement section. 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 all of the allegations of the complaint will be deemed admitted and it will have waived its right to file an Answer to such complaint. 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.

12. Since the Settlement Agreement was approved, the Compliance Officer for Region 5 has attempted to secure Respondent's compliance with the terms of the Settlement Agreement, though Respondent has failed to demonstrate evidence that it has complied with the Settlement Agreement. A copy of email communications between Compliance Officer Heather A. Keough/Compliance Assistant William L. Szabo and Respondent's counsel is attached as Exhibit 15.

13. By a letter dated July 25, 2014, and pursuant to the terms of the Settlement Agreement described above in Paragraph 11, the Regional Director for Region 5 notified Respondent that it has failed to comply with several provisions of the Settlement Agreement, and that Respondent must provide evidence of its compliance within 14 days (August 8, 2014) or the Regional Director would institute default proceedings against Respondent. This letter was sent to Respondent and its counsel by regular and electronic mail. A copy of the Regional Director's July 25, 2014 letter is attached as Exhibit 16.

14. Respondent has not responded whatsoever to the Regional Director's July 25, 2014 letter described above in paragraph 13. A copy of e-mail conversation between Acting Regional Director John D. Doyle, Jr. and Compliance Officer Heather A. Keough is attached as Exhibit 17.

15. On August 15, 2014, the Acting Regional Director for Region 5 issued a Consolidated Complaint in Cases 05-CB-112215 and 05-CB-114849 (Second Complaint) alleging that Respondent has engaged in unfair labor practices in violation of Section 8(b)(1)(A) and (2) of the Act, and a copy was served on Respondent the same date. A copy of the Second Complaint is attached as Exhibit 18, and the affidavit of service is attached as Exhibit 19.

16. As described in the Regional Director's July 25, 2014 letter, since entering into the Settlement Agreement, Respondent has failed to comply with (and/or demonstrate its compliance with) all of the terms of the Settlement Agreement.

17. As described above in paragraph 11, the Settlement Agreement provides that in the event of non-compliance, Respondent will not contest the validity of the allegations made in the Complaint. The Settlement Agreement clearly sets forth that the only issue Respondent may raise in response to an Order to Show Cause the Board may issue, is whether Respondent defaulted on the terms of the Settlement Agreement. The Board has explicitly approved of such a provision and found it enforceable. See *Ernest Lee Tile Contractors, Inc.*, 330 NLRB No. 61 (2000) (Decision not published in bound volumes) (language enforceable despite partial compliance with settlement agreement); *Tuv Taam Corp.*, 340 NLRB 756 (2003); *Chicago Parking Company*, 356 NLRB No. 72 (Jan. 11, 2011). Respondent has had ample time and opportunity to comply with the terms of the Settlement Agreement, yet it has failed to do so.

18. In view of the foregoing, the General Counsel respectfully moves that the Board:

- a. Find that Respondent has waived its right to file an Answer to the Second Complaint under the terms of the Settlement Agreement; that the allegations of the Second Complaint are deemed to be true; and that no hearing is necessary;
- b. Find that Respondent violated Section 8(b)(1)(A) and (2) of the Act, as alleged in the Second Complaint; and,

- c. Issue a Decision and Order containing findings of fact and conclusions of law based on, and in accordance with, the allegations of the Second Complaint, remedying such unfair labor practices, including requiring Respondent to comply with the unmet terms of the Settlement Agreement and granting any such other relief as may be just and proper to remedy the violations described in the Second Complaint.

Dated at Baltimore, Maryland, this 18th day of August, 2014.

Respectfully submitted,

/s/ Patrick J. Cullen

Patrick J. Cullen
Counsel for the General Counsel
National Labor Relations Board, Region 5
Bank of America Center–Tower II
100 South Charles Street–Suite 600
Baltimore, MD 21201
Telephone: 410-962-2916
Facsimile: 410-962-2198
E-mail: patrick.cullen@nlrb.gov

CERTIFICATE OF SERVICE

This is to certify that on August 18, 2014, copies of the General Counsel's Motion to transfer Case to the Board and for Default Judgment were served by e-mail on the following parties:

Eden Brown Gaines, Esq.
Brown Gaines, LLC
10665 Stanhaven Place, Suite 203
White Plains, MD 20695
egaines@browngaines.com

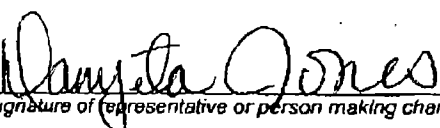
Danyeta Jones
613 Gibson Rd.
Baltimore, MD 21229
danyetajones@comcast.net

Fidelis Njinkeng
9110 McHenry Lane
Lanham, MD 20706
fidelis3000@yahoo.com

Jason Branciforte
Littler Mendelson
1150 7th St. NW, Suite 900
Washington, DC 20036
jbranciforte@littler.com

/s/ Patrick J. Cullen

Patrick J. Cullen
Counsel for the General Counsel
National Labor Relations Board, Region 5
Bank of America Center–Tower II
100 South Charles Street–Suite 600
Baltimore, MD 21201
Telephone: 410-962-2916
Facsimile: 410-962-2198
E-mail: patrick.cullen@nrlrb.gov

UNITED STATES OF AMERICA		DO NOT WRITE IN THIS SPACE	
NATIONAL LABOR RELATIONS BOARD		Case	Date filed
CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS		05-CB-112215	8/28/13
INSTRUCTIONS: File an original of this charge with the NLRB Regional Director of the region in which the alleged unfair labor practice occurred or is occurring.			
1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name National Union United Security & Police Officers of America (USPOA)		b. Union Representative to Contact Assane B. Faye, Executive Director	
c. Address 1101 Pennsylvania Avenue NW, Suite 600, Washington, DC 20005		d. Tel. No. (732)644-0390	e. Cell No.
		f. Fax No. (732)736-1237	g. e-Mail danyetajones@comcast.net
h. The above-named labor organization or its agents have engaged in and are engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (1)(A) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or 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) Within the last six months, the above-named Labor Organization by its officers, agents, and/or representatives have coerced and restrained employees from exercising the rights guaranteed to them under the National Labor Relations Act by: (1) failing to properly inform employees of their right to pay reduced financial core fees under CWA v. Beck; (2) failing to inform employees of their right to not join the Union under NLRB v. General Motors; (3) threatening to have employees fired for not joining the Union and paying retroactive union dues; (4) and refusing to provide employees with an accounting of the core and non-core fees charged to bargain unit employees.			
3. Name of Employer MVM, Inc.		4a. Tel. No. 571 223 4561	4b. Cell No.
		4c. Fax No.	4d. e-Mail Brackhaus@mvmine.com
5. Location of Plant involved (street, city, state, and ZIP code) 251 Bayview Boulevard, Baltimore, MD 21220		6. Employer representative to contact David Warner	
7. Type of Establishment (factory, mine, wholesaler) Security	8. Principal product or service Security	9. Number of Workers employed 100	
10. Full name of party filing charge Danyeta Jones		11a. Tel. No. (410)963-9188	11b. Cell No.
		11c. Fax No.	11d. e-Mail danyetajones@comcast.net
11. Address of party filing charge (street, city, state, and ZIP code) 613 Gibson Road, Baltimore, MD 21229			
12. DECLARATION			
I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.			
By: 		Danyeta Jones, an Individual	
(signature of representative or person making charge)		Print/type name and title or office, if any)	
Address: 613 Gibson Road, Baltimore, MD 21229		Date: August 23, 2013	Tel. No. (410)963-9188 Cell No. Fax No. 410 740 2821 e-Mail danyetajones@comcast.net

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. (L-884875492)

GC Motion for Default Judgment
Exhibit 1



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 5
BANK OF AMERICA CENTER, TOWER II
100 S. CHARLES STREET, SUITE 600
BALTIMORE, MD 21201

Agency Website: www.nlr.gov
Telephone: (410) 962-2822
Fax: (410) 962-2198

August 29, 2013

Mr. Assane B. Faye, Executive Director
National Union United Security & Police
Officers of America (USPOA)
1101 Pennsylvania Avenue, N.W., Suite 600
Washington, DC 20005

Re: National Union United Security & Police
Officers of America (USPOA) (MVM, Inc.)
Case 05-CB-112215

Dear Mr. Faye:

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 Attorney Letitia Silas whose telephone number is (410) 962-0677. If Letitia Silas is not available, you may contact Deputy Regional Attorney John Doyle whose telephone number is (410) 962-3156.

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, 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.

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.

GC Motion for Default Judgment
Exhibit 2

August 29, 2013

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.

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. 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 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 "Wayne R Gold". The signature is written in a cursive, slightly slanted style.

Wayne R. Gold
Regional Director

Enclosure: Copy of Charge

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**NATIONAL UNION UNITED SECURITY &
POLICE OFFICERS OF AMERICA (USPOA)**

Charged Party

and

DANYETA JONES

Charging Party

Case 05-CB-112215

AFFIDAVIT OF SERVICE OF CHARGE AGAINST LABOR ORGANIZATION

I, the undersigned employee of the National Labor Relations Board, state under oath that on August 29, 2013, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Mr. Assane B. Faye, Executive Director
National Union United Security & Police
Officers of America (USPOA)
1101 Pennsylvania Avenue, N.W., Suite 600
Washington, DC 20005

August 29, 2013

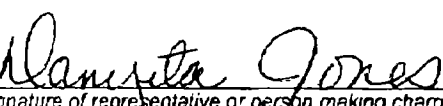
Date

Katherine Davis, Designated Agent of NLRB

Name

/s/ Katherine Davis

Signature

UNITED STATES OF AMERICA		DO NOT WRITE IN THIS SPACE	
NATIONAL LABOR RELATIONS BOARD		Case	Date filed
FIRST AMENDED CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS		05-CB-112215	11/4/13
INSTRUCTIONS: File an original of this charge with the NLRB Regional Director of the region in which the alleged unfair labor practice occurred or is occurring.			
1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name National Union United Security and Police Officers of America (USPOA)		b. Union Representative to Contact Assane B. Faye, Executive Director	
c. Address 1101 Pennsylvania Avenue, N.W., Suite 600 Washington, D.C. 20004		d. Tel. No. (732) 644-0390	e. Cell No. (732) 644-0390
		f. Fax No. (732) 736-1237	g. e-Mail assaneba@aol.com
h. The above-named labor organization or its agents have engaged in and are engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (1) (A) and (2) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or 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) In the last six months, the above-named labor organization has restrained, coerced, and failed to fairly represent employees by the following conduct: (1) failing to provide employees with adequate notice of their <i>Beck</i> and <i>General Motors</i> rights; (2) seeking to enforce the union-security provision of the CBA without adequately informing employees of their <i>Beck</i> and <i>General Motors</i> rights; (3) threatening employees with termination for non-compliance with the union-security provision of the CBA; (4) seeking retroactive dues and core fees from bargaining unit employees for a period prior to the execution of the CBA; (5) requiring bargaining unit employees to agree to payroll deductions as the sole means of satisfying their financial obligations to the Union; (6) requiring employees to complete dual-purpose membership/authorization cards; (7) failing to give employees an accounting of the core and non-core fees; and (8) failing to make available to non-member employees a procedure for filing <i>Beck</i> objections despite obligating employees under a union-security agreement.			
i. Name of Employer MVM, Inc. 44620 Guilford Drive Ashburn, VA 20147		4a. Tel. No. (571) 223-4500	4b. Cell No.
		4c. Fax No. (571) 223-4474	4d. e-Mail
5. Location of Plant involved (street, city, state, and ZIP code) Bethesda, MD – NIH Building		6. Employer representative to contact Sandra Bradshaw, Manager of Human Resources	
7. Type of Establishment (factory, mine, wholesaler) Security company	8. Principal product or service Security	9. Number of Workers employed Approx. 400+	
10. Full name of party filing charge Danyeta Jones		11a. Tel. No. (443) 708-8990	11b. Cell No. (410) 963-9188
		11c. Fax No.	11d. e-Mail danyetajones@comcast.net
11. Address of party filing charge (street, city, state, and ZIP code) 613 Gibson Rd., Baltimore, MD 21229			
12. DECLARATION			
I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.			
By  (signature of representative or person making charge)		An Individual	Tel. No. (443) 708-8990
		Print/type name and title or office, if any)	Cell No. (410) 963-9188
			Fax No.
Address. 613 Gibson Rd., Baltimore, MD 21229		Date 11/4/2013	e-Mail danyetajones@comcast.net

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.

GC Motion for Default Judgment
 Exhibit 3



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 5
BANK OF AMERICA CENTER, TOWER II
100 S. CHARLES STREET, STE 600
BALTIMORE, MD 21201

Agency Website: www.nlr.gov
Telephone: (410)962-2822
Fax: (410)962-2198

November 6, 2013

Mr. Assane B. Faye, Executive Director
National Union United Security &
Police Officers of America (USPOA)
1101 Pennsylvania Avenue, N.W.
Suite 600
Washington, DC 20004

Re: National Union United Security & Police Officers
of America (USPOA) (MVM, Inc.)
Case 05-CB-112215

Dear Mr. Faye:

Enclosed is a copy of the first amended charge that has been filed in this case.

Investigator: This charge is being investigated by Field Attorney Letitia Silas whose telephone number is (410) 962-0677. If Letitia Silas the agent is not available, you may contact Deputy Regional Attorney John Doyle whose telephone number is (410) 962-3156.

Presentation of Your Evidence: As you know, 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 in the first amended 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.

Procedures: Your right to representation, the means of presenting evidence, and a description of our procedures, including how to submit documents, was described in the letter sent to you with the original charge in this matter. If you have any questions, please contact the Board agent.

Very truly yours,

A handwritten signature in black ink that reads "Wayne R Gold". The signature is written in a cursive, slightly slanted style.

Wayne R. Gold
Regional Director

Enclosure: Copy of first amended charge

GC Motion for Default Judgment
Exhibit 4

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**UNITED SECURITY & POLICE OFFICERS OF
AMERICA (USPOA)**

Charged Party

and

DANYETA JONES

Charging Party

Case 05-CB-112215

**AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST LABOR
ORGANIZATION**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **November 6, 2013**, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

Mr. Assane B. Faye, Executive Director
National Union United Security & Police
Officers of America (USPOA)
1101 Pennsylvania Avenue, N.W. Suite 600
Washington, DC 20004

November 6, 2013

Date

Stephanie Leonard, Designated Agent of
NLRB

Name

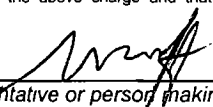
/s/ Stephanie Leonard

Signature

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
**CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS**

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
05-CB-114849	10/17/2013

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

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name United Security and Police Officers of America (USPOA)		b. Union Representative to contact Assane B. Faye, Executive Director	
c. Address (street, city, state and ZIP code) 1101 Pennsylvania Avenue, NW Suite 600 Washington, DC 20004		d. Tel. No. (732) 644-0390	e. Cell No. (732) 644-0390
		f. Fax No. 732-736-1237	g. e-Mail assaneba@aol.com
h. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) <u>(1)(A)</u> the National Labor Relations Act, and these unfair labor practices are unfair 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) Since on or about May 1, 2013, the above-named Labor Organization, by its officers, agents and/or representatives, has restrained and coerced the employees of MVM, Inc. in the exercise of the rights guaranteed in Section 7 of the Act, by <ul style="list-style-type: none"> • failing to inform employees that they have the right to be or remain a nonmember; • failing to inform employees that they have a right as a nonmember to object to paying for nonrepresentational activities and to obtain a reduction in fees for such nonrepresentational activities; • failing to inform employees that they have the right to be given sufficient information to enable them to intelligently decide whether to object; • failing to inform employees that they have the right as a nonmember to be apprised of any internal union procedures for filing objections; • refusing to accept the resignation of Fidelis Njainkeng; 			
3. Name of Employer MVM, INC. 44620 Guilford Drive, Ashburn, VA 20147		4a. Tel. No. (571) 223-4500	b. Cell No.
		c. Fax No. (571) 223-4474	d. e-Mail
5. Location of plant involved (street, city, state and ZIP code) Bethesda, MD - NIH		6. Employer representative to contact Sandra Bradshaw	
7. Type of establishment (factory, mine, wholesaler, etc.)	8. Identify principal product or service Security	9. Number of workers employed	
10. Full name of party filing charge Fidelis Njainkeng		11 a. Tel. No. (301) 793-5863	b. Cell No. (301) 793-5863
11. Address of party filing charge (street, city, state and ZIP code) 9110 McHenry Lane Lanham, MD 20706		c. Fax No.	d. e-Mail Fidelis3000@yahoo.com
12. DECLARATION 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 or person making charge) Fidelis Njainkeng		Tel. No. (301) 793-5863 Cell No. (301) 793-5863 Fax No. e-Mail Fidelis3000@yahoo.com	
Address 9110 McHenry Lane, Lanham, MD 20706		Date 9/27/13	

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. IO: J 8/5/2013

GC Motion for Default Judgment

Exhibit 5

Fidelis Njinkeng

Additional grievances against Assane B. Faye- CEO of USPOA

- Illegally started collecting union dues from the employer – MVM for the Security officers; from Feb. 2012 to August before signing the CBA with the employer on August 8th, 2013.
- His constant threat to get the officers fired, if they do not pay union dues,
- His intentional, willful and deliberate refusal to accept union membership and dues of some of the security officers within the same NIH-MVM contract, which tantamount to gross bias, hatred and discrimination
- Fervently and vehemently refused to give the officers their legal rights to rectify the CBA before final adoption/ agreement with the employer- MVM
- Conducted undemocratic elections; by personally and fraudulently eliminating officers nominated for certain offices of responsibilities; and worst still going after the said officers publicly in attempt to assassinate their characters as well as blackmail them for their judge course and being out spoken in conjunction to their legal and constitutional rights and as union members.
- Assane and his hand-picked officials go about intimidating and threatening the officers to pay union dues or else get fired, but at the same time refusing to accept union membership dues for some officers. why?
- Persistently, intentionally and deliberately despising and ignoring officers phone calls, emails, written letters, text messages etc.
- All in all, what Assane is more interested in, is to collect his money from the employer and not the interest and well-being of the officers as demonstrated by the above mentioned reasons and many others.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 5
BANK OF AMERICA CENTER, TOWER II
100 S. CHARLES STREET, SUITE 600
BALTIMORE, MD 21201

Agency Website: www.nlrb.gov
Telephone: (410) 962-2822
Fax: (410) 962-2198

October 18, 2013

Mr. Assane B. Faye, Executive Director
United Security & Police
Officers of America (USPOA)
1101 Pennsylvania Avenue, N.W., Suite 600
Washington, DC 20004

Re: United Security and Police Officers of
America (USPOA) (MVM, Inc.)
Case 05-CB-114849

Dear Mr. Faye:

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 Joshua D. Rosenberg whose telephone number is (202) 208-3053. The mailing address is 1099 14th Street, N.W., Suite 6300, Washington, DC 20570-0001. If Joshua D. Rosenberg is not available, you may contact Resident Officer Mark B. Kalaris whose telephone number is (202) 208-3076.

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.nlrb.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.

October 18, 2013

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.

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. 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 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 "Wayne R Gold". The signature is written in a cursive, slightly slanted style.

Wayne R. Gold
Regional Director

Enclosure: Copy of Charge

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**UNITED SECURITY & POLICE OFFICERS OF
AMERICA (USPOA)**

Charged Party

and

FIDELIS NJAINKENG

Charging Party

Case 05-CB-114849

AFFIDAVIT OF SERVICE OF CHARGE AGAINST LABOR ORGANIZATION

I, the undersigned employee of the National Labor Relations Board, state under oath that on October 18, 2013, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Mr. Assane B. Faye, Executive Director
United Security & Police
Officers of America (USPOA)
1101 Pennsylvania Avenue, N.W., Suite 600
Washington, DC 20004

October 18, 2013

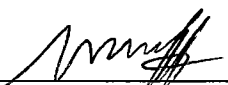
Date

Grace Piazza, Designated Agent of NLRB

Name

/s/ Grace Piazza

Signature

UNITED STATES OF AMERICA		DO NOT WRITE IN THIS SPACE	
NATIONAL LABOR RELATIONS BOARD		Case	Date filed
FIRST AMENDED CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS		05-CB-114849	11/19/2013
INSTRUCTIONS: File an original of this charge with the NLRB Regional Director of the region in which the alleged unfair labor practice occurred or is occurring.			
1 LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name National Union United Security and Police Officers of America (USPOA)		b. Union Representative to Contact Assane B. Faye, Executive Director	
c. Address 1101 Pennsylvania Avenue, N.W., Suite 600 Washington, D.C. 20004		d. Tel. No. (732) 644-0390	e. Cell No. (732) 644-0390
		f. Fax No. (732) 736-1237	g. e-Mail assaneba@aol.com
h. The above-named labor organization or its agents have engaged in and are engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (1) (A) and (2) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or 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) In the last six months, the above-named labor organization has restrained, coerced, and failed to fairly represent employees by the following conduct: (1) failing to provide employees with adequate notice of their <i>Beck</i> and <i>General Motors</i> rights; (2) seeking to enforce the union-security provision of the CBA without adequately informing employees of their <i>Beck</i> and <i>General Motors</i> rights; (3) threatening employees with termination for non-compliance with the union-security provision of the CBA; (4) seeking retroactive dues and core fees from bargaining unit employees for a period prior to the execution of the CBA; (5) requiring bargaining unit employees to agree to payroll deductions as the sole means of satisfying their financial obligations to the Union; (6) requiring employees to complete dual-purpose membership/authorization cards; (7) failing to give employees an accounting of the core and non-core fees; and (8) failing to make available to non-member employees a procedure for filing <i>Beck</i> objections despite obligating employees under a union-security agreement.			
i. Name of Employer MVM, Inc. 44620 Guilford Drive Ashburn, VA 20147		4a. Tel. No. (571) 223-4500	4b. Cell No.
		4c. Fax No. (571) 223-4474	4d. e-Mail
5. Location of Plant involved (street, city, state, and ZIP code) Bethesda, MD – NIH Building		6. Employer representative to contact Sandra Bradshaw, Manager of Human Resources	
7. Type of Establishment (factory, mine, wholesaler) Security company	8. Principal product or service Security	9. Number of Workers employed Approx. 400+	
10. Full name of party filing charge Fidelis Njinkeng NJINKENG		11a. Tel. No. (301) 793-5863	11b. Cell No. (301) 793-5863
		11c. Fax No.	11d. e-Mail Fidelis3000@yahoo.com
11. Address of party filing charge (street, city, state, and ZIP code) 9110 McHenry Lane, Lanham, MD 20706			
12. DECLARATION			
I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.			
By: 	An Individual		Tel No. (443) 708-8990
(signature of representative or person making charge)	Print/type name and title or office, if any)		Cell No. (410) 963-9188
Address: 9110 McHenry Lane, Lanham, MD 20706		Date. 11-14-2013	Fax No.
			e-Mail Fidelis3000@yahoo.com

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 5
BANK OF AMERICA CENTER, TOWER II
100 S. CHARLES STREET, SUITE 600
BALTIMORE, MD 21201

Agency Website: www.nlrb.gov
Telephone: (410) 962-2822
Fax: (410) 962-2198

November 20, 2013

Eden Brown-Gaines, Esq.
Brown Gaines, LLC
10665 Stanhaven Place, Suite 203
White Plains, MD 20695-3078

Re: United Security and Police Officers of
America (USPOA) (MVM, Inc.)
Case 05-CB-114849

Dear Ms. Brown-Gaines:

Enclosed is a copy of the first amended charge that has been filed in this case.

Investigator: This charge is being investigated by Field Attorney Letitia Silas whose telephone number is (410) 962-0677. If Letitia Silas is not available, you may contact Deputy Regional Attorney John Doyle whose telephone number is (410) 962-3156.

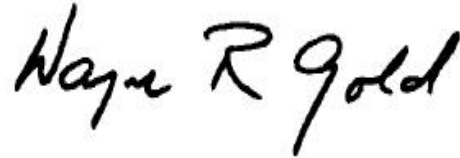
Presentation of Your Evidence: As you know, we seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations in the first amended charge as soon as possible. If 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.

Procedures: Your right to representation, the means of presenting evidence, and a description of our procedures, including how to submit documents, was described in the letter

November 20, 2013

sent to you with the original charge in this matter. If you have any questions, please contact the Board agent.

Very truly yours,

A handwritten signature in black ink that reads "Wayne R Gold". The signature is written in a cursive, slightly slanted style.

Wayne R. Gold
Regional Director

Enclosure: Copy of first amended charge

cc: Mr. Assane B. Faye, Executive Director
United Security & Police
Officers of America (USPOA)
1101 Pennsylvania Avenue, N.W.
Suite 600
Washington, DC 20004

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

**UNITED SECURITY & POLICE OFFICERS OF
AMERICA (USPOA)**

Charged Party

and

FIDELIS NJINKENG

Charging Party

Case 05-CB-114849

**AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST LABOR
ORGANIZATION**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **November 20, 2013**, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

Mr. Assane B. Faye, Executive Director
United Security & Police
Officers of America (USPOA)
1101 Pennsylvania Avenue, N.W., Suite 600
Washington, DC 20004

Eden Brown-Gaines, Esq.
Brown Gaines, LLC
10665 Stanhaven Place, Suite 203
White Plains, MD 20695-3078

November 20, 2013

Date

Grace Piazza, Designated Agent of NLRB

Name

/s/ Grace Piazza

Signature

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 5**

NATIONAL UNION UNITED SECURITY & POLICE
OFFICERS OF AMERICA (USPOA) (MVM, INC.)

and

Case 5-CB-112215

DANYETA JONES, AN INDIVIDUAL

and

Case 5-CB-114849

FIDELIS NJAINKENG, AN IN INDIVIDUAL

**ORDER CONSOLIDATING CASES, CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT

Cases 5-CB-112215 and 5-CB-114849, which are based on a charge filed by Danyeta Jones, an individual (Jones), and a charge filed by Fidelis Njainkeng, an individual (Njainkeng), respectively, against United Security & Police Officers of America (USPOA) (Respondent) are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act) and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below:

1. (a) The original charge in Case 5-CB-112215, was filed by Jones on August 28, 2013, and a copy was served by mail on Respondent on the same date.

(b) The first amended charge in Case 5-CB-112215, was filed by Jones on November 4, 2013, and a copy was served by mail on Respondent on November 6, 2013.

(c) The original charge in Case 5-CB-114849, was filed by Njainkeng on October 17, 2013, and a copy was served by mail on Respondent on October 18, 2013.

(d) The first amended charge in Case 5-CB-114849, was filed by Najainkeng on November 19, 2013, and a copy was served by mail on November 19, 2013.

2. (a) At all material times, MVM, Inc. (Employer), a California corporation with a main office in Ashburn, Virginia, and offices and work sites in the Greater Washington Metropolitan Area, has been engaged in the business of providing contract security services to various firms and institutions, including the National Institutes of Health facilities in Baltimore, Maryland.

(b) During the twelve- month period ending August 28, 2013, a representative period, the Employer, in conducting its business operations described above in paragraph 2(a), performed services valued in excess of \$50,000 in states other than the State of Maryland, including in the District of Columbia.

(c) During the twelve- month period ending August 28, 2013, a representative period, the Employer, in conducting its business operations described above in paragraph 2(a), performed services valued in excess of \$50,000 within the State of Maryland for the United States Government at the National Institutes of Health facilities in Baltimore, Maryland.

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

3. At all material times, Respondent has been a labor organization within the meaning of Section 2(5) of the Act.

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

Assane Faye	–	Executive Director of National Union
-------------	---	--------------------------------------

Celedo Kemngang	–	President of Local 208
-----------------	---	------------------------

5. (a) At all material times since July 28, 2011, Respondent has been the exclusive collective-bargaining representative of the following employees of MVM, Inc., herein called the bargaining unit, pursuant to Section 9(a) of the Act:

All full-time and regular part-time security officers assigned to ("Government" or "Client") at (the "Site"), employed by Employer pursuant to its Contract with the Government for the provision of security at said facilities; but excluding all managers, supervisors, office and/or clerical employees, temporarily assigned employees, substitute employees, and all non-security employees of the Employer.

(b) At all material times since August 8, 2012, Respondent and the Employer have maintained and enforced a collective-bargaining agreement covering the terms and conditions of employment in the Unit, including the following union-security provision:

ARTICLE 18: UNION SECURITY AND MEMBERSHIP

All officers hereafter employed by the Employer in the classification covered by this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment, or the date of the signing of this Agreement, whichever is later, as a condition of continued employment. All employees covered by this Agreement who are not members of the Union and choose not to become members of the Union, shall, as a condition of continued employment, pay to the Union an agency fee as established by the Union.

An officer who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whichever employed under, and for the duration of, this Agreement.

Officers meet the requirement of being members in good standing of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union, or, in the alternative, by tendering to the Union financial core fees and dues, as defined by the U.S. Supreme Court in *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963) and *Beck v. Communications Workers of America*, 487 U.S. 735 (1988).

(c) Respondent expends the monies collected pursuant to the union-security provision described above in paragraph 5(b) on activities germane to collective bargaining, contract administration, and grievance adjustment (representational activities); and on activities not germane to collective bargaining, contract administration, and grievance adjustment (nonrepresentational activities).

6. (a) Since about February 28, 2013 and continuing to date, Respondent has failed to inform Unit employees of the following information under *NLRB v. General Motors*, 373 U.S. 734 (1963) and *Communications Workers v. Beck*, 487 U.S. 735 (1988):

- (i) that they have the right to be or to remain a non-member;
- (ii) that they have a right as a non-member to object to paying for non-representational activities and to obtain a reduction in fees for such non-representational activities;
- (iii) that they have the right to be given sufficient information to enable them to intelligently decide whether to object; and

(iv) that they have the right as non-members to be apprised of any internal union procedures for filing objections, as described in paragraphs 6 (ii) and (iii).

(b) Since about February 28, 2013 and continuing to date, Respondent has obligated Jones, Njainkeng, and other bargaining unit employees to pay dues for months they were not provided notice of their *Beck* rights.

7. Since about February 28, 2013, Respondent has failed to make available to non-member employees a procedure for filing *Beck* objections despite obligating employees under a union-security agreement.

8. Since about February 28, 2013, Respondent has required bargaining unit employees to agree to payroll deductions as the sole means of satisfying their financial obligations to Respondent.

9. Since in or around May 2013, Respondent has sought retroactive dues and core fees from bargaining unit employees for a period prior to the execution of the collective-bargaining agreement identified above in paragraph 5(b).

10. (a) About August 17, 2013, Jones and employee Princess Griffith (Griffith) notified Respondent that they objected to the payment of dues and fees for non-representational activities.

(b) Since about August 17, 2013, Respondent has failed and refused to recognize the employees named above in paragraph 10 (a) as objecting non-members, and has continued to seek from said employees full dues and fees as a condition of their continued employment with the Employer.

11. (a) Since about August 17, 2013, Respondent has failed to provide Jones and Griffith with a detailed apportionment of its expenditures for representational activities and non-representational activities for the period.

(b) The information referred to above in paragraph 6 (a) is necessary for the employees named above in paragraph 11(a) to evaluate Respondent's apportionment of dues and fees for representational activities, and non-representational activities.

12. Since in or around August 2013, Respondent has required bargaining unit employees to complete dual-purpose membership/authorization cards as a condition of Respondent not seeking to have the Employer discharge them under the union-security provision.

13. Since in or around August 2013, Respondent has failed to give bargaining unit employees an accounting of the core and non-core fees.

14. (a) About June 24, July 9, August 13, and August 19, 2013, Respondent Union requested that the Employer discharge bargaining unit employees, including Jones and Njainkeng, for the non-payment of dues and fees pursuant to the provision described above in paragraph 5(b).

(b) By the conduct described above in paragraph 14(a), Respondent caused, or attempted to cause, the Employer to discharge the employees described above in paragraph 14(a).

(c) Respondent engaged in the conduct described above in paragraphs 14(a) and 14 (b), without previously advising the employees of their rights under *NLRB v. General Motors*, 373 U.S. 734 (1963) and (*Communications Workers v. Beck*, 487 U.S. 735 (1988)).

(d) Respondent engaged in the conduct described above in paragraphs 14(a) and 14 (b) because the employees described in paragraph 14(a) were not members of Respondent; said employees failed to execute checkoff authorizations; said employees failed to pay dues when they were under no obligation to do so; and for reasons other than the failure to tender uniformly required initiation fees and periodic dues.

15. By the conduct described above in paragraphs 6 through 9, 10 (b), and 11 through 13, Respondent has been restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act, in violation of Section 8(b)(1)(A) of the Act.

16. By the conduct described above in paragraph 14, Respondent has been attempting to cause an employer to discriminate against its employees in violation of Section 8(a)(3) of the Act, in violation of Section 8(b)(2) of the Act.

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

REMEDY

As part of the remedy for the unfair labor practices alleged above, the General Counsel seeks an order requiring that Respondent promptly:

Reimburse bargaining unit employees for all monies deducted from their pay on or after February 28, 2013, pursuant to coercively obtained dues checkoff cards.

Notify all bargaining unit employees of their right to elect non-member status and to file objections pursuant to *Communications Workers v. Beck*, 487 U.S. 735 (1988).

Make whole for any dues and fees exacted on or after February 28, 2013 for non-representational activities, in the manner set forth in *Rochester Mfg. Co.*, 323 NLRB 260 (1997), all unit employees who, after receiving notice of their *Beck* rights, elect non-member status and file objections.

Process the objections of Jones and Griffith as Respondent would have otherwise done, in accordance with the principles of *California Saw and Knife Works*, 320 NLRB 224 (1995), as having elected non-member status and filed *Beck* objections.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

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 consolidated complaint. The answer must be **received by this office on or before December 10, 2013, or postmarked on or before December 9, 2013.** 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, click on **File Case 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 consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on the 5th day of March 2014, at 10:00 a.m., E.D.T., in Hearing Room A, Tower II, Bank of America Center, 100 South Charles Street, Suite 600, Baltimore, Maryland, 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 consolidated 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 at Baltimore, Maryland this 26th day of November 2013.

(SEAL)

WAYNE R. GOLD

WAYNE R. GOLD
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 05
BANK OF AMERICA CENTER, TOWER II
100 S. CHARLES STREET, STE 600
BALTIMORE, MD 21201

Attachments

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 5**

NATIONAL UNION UNITED SECURITY & POLICE
OFFICERS OF AMERICA (USPOA) (MVM, INC.)

and

Cases 5-CB-112215
5-CB-114849

DANYETA JONES, AN INDIVIDUAL

FIDELIS NJAIKENG, AN INDIVIDUAL

AFFIDAVIT OF SERVICE OF: Order Consolidating Cases, Consolidated 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 **November 26, 2013**, 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:

REGULAR MAIL

EDEN BROWN-GAINES, ESQ.
BROWN GAINES, LLC
SUITE 203
10665 STANHAVEN PLACE
WHITE PLAINS, MD 20695-3078

CERTIFIED MAIL

MR. ASSANE B. FAYE
NATIONAL UNION UNITED SECURITY & POLICE
OFFICERS OF AMERICA (USPOA)
1101 PENNSYLVANIA AVENUE, N.W., SUITE 600
WASHINGTON, DC 20004

REGULAR MAIL

MR. DAVID WARNER
MVM, INC.
SUITE 150
44620 GUILFORD DRIVE
ASHBURN, VA 20147

REGULAR MAIL

MS. DANYETA JONES
613 GIBSON ROAD
BALTIMORE, MD 21229

MR. FIDELIS NJAIKENG
9110 MCHENRY LANE
LANHAM, MD 20706

November 26, 2013

Date

Brian A. Johnson, Designated Agent of NLRB

Name

Brian A. Johnson

Signature

GC Motion for Default Judgment
Exhibit 10

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
REGION 5

UNITED STATES POLICE AND SECURITY OFFICERS	:	
OF AMERICA (USPOA) (MVM, INC.)	:	:
Respondent,	:	
	:	
DANYETA JONES	:	5-CB-112215
Charging Party,	:	
	:	
and	:	
	:	
FIDELIS NJANKEING	:	5-CB-114849
Charging Party	:	

ANSWER TO CONSOLIDATED COMPLAINT

USPOA (“Respondent”), by and through its counsel and pursuant to Rule 102.20 of the Rules and Regulations of the National Labor Relations Board (“NLRB”), files its Answer to the NLRB’s consolidated complaint, which was served on Respondent’s counsel on or about December 2, 2013.

Respondent submits the following as its response to the allegations contained in the Consolidated Complaint:

1. Respondent does not have sufficient information to admit or deny.
- 2(a). Admit.
- 2(b). Respondent does not have sufficient information to admit or deny.
- 2(c). Respondent does not have sufficient information to admit or deny.
- 2(d). Respondent does not have sufficient information to admit or deny.
3. Admit.
4. Admit.
- 5(a). Admit.
- 5(b). Admit.
- 5(c). Admit.

6(a). Admit in part and deny in part. Respondent has provided information to Unit members regarding their rights with respect to core dues and full membership dues and rights with respect to membership and non-membership.

6(b). Deny.

7. Admit to the extent Respondent did not publish steps to make objections known.

8. Deny.

9. Deny.

10(a). Admit.

10(b). Deny.

11. Admit.

12. Deny.

13. Deny.

14(a). Admit.

14(b). Admit in part and deny in part.

14(c). Admit in part and deny in part.

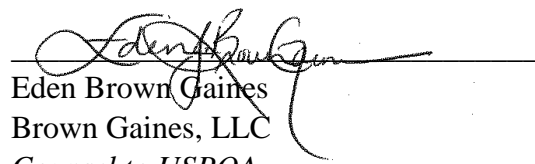
14(d). Deny.

15. Deny.

16. Deny.

17. Deny.

Respectfully submitted this 10th day of December, 2013

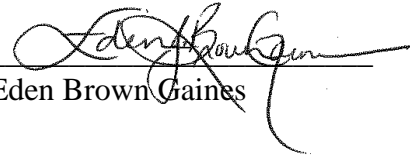

Eden Brown Gaines
Brown Gaines, LLC
Counsel to USPOA
10665 Stanhaven Place, Suite 203
White Plains, MD 20695
301-885-0069 (office)
301-542-0032 (facsimile)
egaines@browngaines.com (email)

CERTIFICATE OF SERVICE

I certify that on this 10th day of December 2013, the foregoing Answer to Consolidated Complaint was served via electronic mail and first class postage prepaid U.S. mail upon the following:

Fidelis Njinkeng
9110 McHenry Lane
Lanham, MD 20706
Fidelis3000@yahoo.com

Danyeta Jones
613 Gibson Road
Baltimore, MD 21229
danyetajones@comcast.net


Eden Brown Gaines

IN THE MATTER OF

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

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes ABF No
 Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained 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 14 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 issue a complaint that will include the allegations spelled out above in the Scope of Agreement section. 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 all of the allegations of the complaint will be deemed admitted and it will have waived its right to file an Answer to such complaint. 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.

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.

Charged Party United Security & Police Officers of America (USPOA)		Charging Party Danyeta Jones	
By: Name and Title /s/ Assane B. Faye Executive Director	Date 3/5/14	/s/ Danyeta Jones	Date 3/5/14
		Charging Party Fidelis Njainkeng	
		/s/ Fidelis Njainkeng	Date 03/05/14
Recommended By: /s/ Letitia Silas Field Attorney	Date 3/6/14	Approved By: /s/ Steven L. Shuster Acting Regional Director, Region 5	Date 3/12/14

Attachment A

- (1) The Charged Party, by March 17, 2014, will provide the Region records required under this Settlement Agreement.
- (2) Charged Party agrees to issue Beck notices to employees who paid dues for the first time after February 28, 2013, including employees Danyeta Jones and Princess Griffith. The Charged Party must provide the Region with a copy of the Beck letter no later than March 20, 2014. Within 60 days of issuing its Beck notices, the Charged Party will provide to the Region all copies of correspondence it received from employees who responded to the Charged Party's Beck notice. The Charged Party agrees that from the correspondence it provides as a result of its Beck notice, the Region will calculate and notify the Charged Party in writing that it has 45 days to pay to those employees the difference between dues and core fees, and the Charged Party will provide to the Region copies of payment checks tendered to those employees.
- (3) The Charged Party agrees to provide the Region with its Beck notice prior to issuing such notice to bargaining unit employees pursuant to Paragraph (2) above.
- (4) The Charged Party agrees to provide all records covering the period of September 7, 2012 to the present showing dues payments to the Charged Party from bargaining unit employees.
- (5) The Charged Party agrees that Ronald McMillan and Danyeta Jones made retroactive payments to the Charged Party that are entitled to reimbursement. All other employees, from whom records show made retroactive payments to the Charged Party covering the period of April 1, 2012 to September 7, 2012, the Charged Party agrees to pay those employees all retroactive dues collected after February 28, 2013 at the same time the Charged Party has to make the payments to employees pursuant to Paragraph 2 above.
- (6) The Charged Party agrees to provide lawful Beck notice to all bargaining unit employees within 25 days of the Regional Director's approval of this Settlement Agreement. All bargaining unit employees who, for the first time paid dues on or after February 28, 2013, will have a right to file as Beck objectors and have any dues paid on or after that day reduced to core dues, and the difference between dues and core fees refunded to such employees by the Charged Party. The Charged Party shall also inform, in writing, employees who have paid dues for the first time after February 28, 2013 that they have the right to make Beck objections, and those employees under this Settlement Agreement have the right file objections with the Charged Party within 60 days of being notified of their Beck rights. The Charged Party shall provide a copy of its Beck notice to the Region before sending to employees.

NOTICE TO EMPLOYEES



POSTED PURSUANT TO A
APPROVED BY A REGIONAL OFFICE
NATIONAL LABOR RELATIONS BOARD AND

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 fail to notify you of your rights under *Communications Workers v. Beck*, 487 U.S. 735 (1988), including the information that you are not required to become or remain members of our union as long as you are a financial core member in accordance with *NLRB v. General Motors*, 373 U.S. 734 (1963), that you have a right to object to paying for union activities not relevant to our role as collective bargaining representative, and that you have a right to obtain a reduction in dues and fees for such activities when you object.

WE WILL NOT fail or refuse to recognize you as a *Beck* objector if you file a *Beck* objection.

WE WILL NOT, if you file a *Beck* objection, fail to provide you with information to allow you to decide whether to mount a challenge to our dues reduction calculations.

WE WILL NOT, if you file a *Beck* objection, fail to make available to you a procedure, consistent with the duty of fair representation, for challenging the amounts charged, absent waiver of your union-security obligations.

WE WILL NOT, if you become an objecting nonmember, fail to inform you of the percentage reduction in dues and fees for union activities that are not relevant to our duties as bargaining agent, the basis for our calculation of that percentage, and your right to challenge those figures.

WE WILL NOT cause or attempt to cause MVM, Inc. to terminate your employment pursuant to a Union security clause where we have not first provided you notice of your rights under *Beck*, *General Motors*, and *Philadelphia Sheraton Corp.*, 136 NLRB 888 (1962).

WE WILL NOT threaten you with discharge pursuant to a Union security clause where we have not first provided you notice of your rights under *Beck*, *General Motors*, and *Philadelphia Sheraton Corp.*

WE WILL NOT cause or attempt to cause MVM, Inc. to make retroactive dues or fees from your pay for any period prior to September 7, 2012.

WE WILL NOT require you to agree to payroll deductions as the sole means of satisfying your financial obligations to the Union.

WE WILL NOT threaten you with discharge if you fail or refuse to sign union check-off authorizations for the deduction of dues and fees.

WE WILL NOT collect union dues pursuant to any check-off authorization cards that we coercively obtained from you.

GC Motion for Default Judgment
Exhibit 13

The National Labor Relations Board is an independent Federal agency created in 1935 to ensure that employees want union representation and it investigates and remedies unfair labor practices by election petition, you may speak confidentially to any agent with the Board's Regional Office toll-free number (866) 667-NLRB (6572).

National Labor Relations Board, Region 5

100 South Charles Street, Suite 600, Baltimore, MD 21201

Telephone: (410) 962-2822 Hours of Operation: 8:15 a.m. to 4:45 p.m.

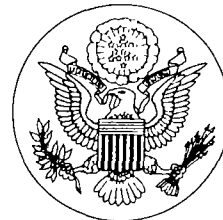
THIS IS AN OFFICIAL NOTICE AND M

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE REMOVED OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE

LETTER TO MEMBERS

SETTLEMENT AGREEMENT

NATIONAL LABOR RELATIONS BOARD
ATTORNEY GENERAL
DIRECTOR OF THE
AGENCY OF THE UNITED STATES GOVERNMENT



WE WILL NOT cause MVM, Inc. to make dues deductions from your paychecks based upon coercively obtained authorization cards.

WE WILL NOT require you to complete dual-purpose membership/ authorization cards as a condition of employment with your employer.

WE WILL NOT continue to collect and use Princess Griffith's and Danyeta Jones's full union membership dues.

WE WILL, if we seek to obligate you under a union-security clause, make available to you a procedure for filing *Beck* objections.

WE WILL notify each MVM, Inc. unit employee in writing of their rights and information necessary and relevant to the exercise of such rights under the *Beck* and *General Motors* decisions.

WE WILL, upon your filing a *Beck* objection, immediately recognize you as a *Beck* objector, immediately reduce your dues and fees so that you are charged only for the Union's representational activities, and provide you with information setting forth the percentage of the reduction in dues and fees charged to *Beck* objectors, the basis for our calculation, and your right to challenge our calculations, and a procedure for challenging the amounts charged.

WE WILL recognize Danyeta Jones and Princess Griffith as objecting nonmembers since August 17, 2013, and recognize Fedelis Njinkeng as an objecting nonmember since May 17, 2013. We will retroactively reduce the amount of dues and fees that they were charged during that time period so that they are charged only for the Union's representational activities, and provide them with information setting forth the percentage of the reduction in dues and fees charged to *Beck* objectors, the basis for that calculation, and their right to challenge our calculation, and a procedure for challenging those figures.

WE WILL refund with interest to Danyeta Jones and Princess Griffith, and Fedelis Njinkeng, to the extent not already refunded, those portions of dues and fees collected or charged at the full member rate rather than at the objecting nonmember rate during times since August 17, 2013 and May 17, 2013, respectively, when they had advised of their desire to be objecting nonmembers.

WE WILL reimburse you for retroactive dues paid, after February 28, 2013, for the period covering April 1, 2012 to September 7, 2012 because in signing a check-off authorization card, you were led to believe that you were required to pay these dues as a condition of employment.

WE WILL provide Princess Griffith, Danyeta Jones, and Fedelis Njinkeng with our 2013 statements of expenses for representational and non-representational activities.

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

United Security & Police Officers of America (USPOA)

(Labor Organization)

Dated:

4/5/14

By:

Mr. Celeda Kemngang

(Representative)

(Title)

USPOA Local 208
president

Under the National Labor Relations Act. It conducts secret-ballot elections to determine whether employers and unions. To find out more about your rights under the Act and how to file a charge or complaint, go to www.nlr.gov and the

Washington Resident Office

1099 14th Street, NW, Washington, DC 20570

Telephone: (202) 208-3000 Hours of Operation: 8:15 a.m. to 4:45 p.m.

NOT BE DEFACED BY ANYONE.

NOT ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE SHOULD BE DIRECTED TO THE NATIONAL LABOR RELATIONS BOARD.

CC Motion for Default Judgment
Exhibit 13



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 5
BANK OF AMERICA CENTER, TOWER II
100 S. CHARLES STREET, STE 600
BALTIMORE, MD 21201

Agency Website: www.nlrb.gov
Telephone: (410)962-2880
Fax: (410)962-2198

March 18, 2014

Mr. Assane B. Faye, Executive Director
National Union United Security & Police
Officers of America (USPOA)
1101 Pennsylvania Avenue, N.W., Suite 600
Washington, DC 20004

Re: National Union United Security & Police
Officers of America (USPOA)
(MVM, Inc.)
Cases 05-CB-112215 & 05-CB-114849

Dear Mr. Faye:

Enclosed is a conformed copy of the Settlement Agreement in the above matter which was approved on March 12, 2014. This letter discusses what the Charged Party needs to do to comply with the Agreement.

Post Notice: Enclosed are 10 copies of the Notice to Employees and Members. In compliance with the Agreement, a responsible official of the Charged Party, not the Charged Party's attorney, must sign and date the Notices before posting them. The Notices will be placed in prominent places around the Charged Party's facility, including all places where the Charged Party normally posts notices to members. Further, if the Charged Party maintains bulletin boards at the facilities where employees of the Employer in the bargaining unit represented by the Charged Party are employed, the Charged Party shall also post Notices on each such bulletin board during the posting period. The Charged Party 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 Charged Party's place of business to inspect the Notices.

Additionally, the Regional Director will send copies of the signed Notices to the Employer whose employees are involved in this case, and request that the Notices be posted in prominent places in the Employer's facilities for 60 consecutive days from the date of posting.

Electronic Mailing: The Agreement provides that the Charged Party will e-mail a copy of the signed Notice to all members and all employees who work as employees of the Employer in the bargaining unit represented by the Charged Party. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees and Members to you pursuant to a Settlement Agreement approved by the Regional Director of Region 5 of the National Labor Relations Board in Cases 05-CB-112215 and 05-CB-114849." The Charged Party will forward a copy of that e-mail, with all of the recipient's e-mail addresses, to the Region's Compliance Officer at heather.keough@nlrb.gov by April 7, 2014.

GC Motion for Default Judgment
Exhibit 14

Mail Notice: The Agreement further provides The Charged Party will provide the Region with mailing labels containing the address of each bargaining unit employee employed by MVM and under the NIH on or after February 1, 2013. The mailing labels will be due to the Regional Office by April 7, 2014.

Certification of Posting: A Certification of Posting form is also enclosed. This form should be completed and returned by not later than April 7, 2014 **with two 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

Provide Beck Notices to Employees: The Agreement provides that the Union will issue lawful *Beck* notices to employees who paid dues for the first time after February 28, 2013, including employees Danyeta Jones and Princess Griffith. *Beck* notices will be provided to employees by April 7, 2014. The Union will provide the Regional Office with its *Beck* notice prior to issuing such notice to bargaining unit employees. A copy of this letter should be sent to the Regional Office by March 20, 2014. Additionally, the Union will provide the Region with copies of all correspondence from employees who respond to the *Beck* notices.

The Union will also inform, in writing, the employees cited within the previous paragraph, that they have the right to make *Beck* objections within 60 days of being notified of their *Beck* rights. The Union will provide the Regional Office with a copy of the letter, along with all of the recipients' names and addresses.

Provide Information to Employees: The Agreement also requires that the Union will provide employees who file a *Beck* objection with information setting forth the percentage of the reduction in dues and fees, the basis for that calculation, and the right to challenge these figures. If an employee files a *Beck* objection during the posting period, the Union should provide this Regional Office with the correspondence that validates that the Union has provided the employee with this information.

Administer Requests: The Agreement further provides that the Union will give full effect to requests to resign union membership retroactive to February 28, 2013, and, for those who elect to become non-members of the Union. When an employee requests to resign union membership or elect to become a non-member of the Union, the Union must provide this Regional Office with correspondence that confirms that the Union has complied with this provision.

Reimbursement of Dues: The Agreement in addition provides that the Union will give full effect to *Beck* objections retroactive to February 28, 2013 and will reimburse any dues collected in excess of those spent solely on representational activities for the period April 1, 2012, through September 7, 2012. If any employee resigns or elects to become a non-member, and the Union reimburses the employee, the check should be made payable to the named

individual with no deductions made to the amounts, and should be submitted to this office for transmission to the individual.

Provide Records to Region: The Agreement further requires that the Union will provide the Regional Office, by March 17, 2014, all records covering the period of September 7, 2012 to the present showing dues payments to the Union from bargaining unit employees. If you have not already done so, please submit those records immediately.

Provide Statements to Members: The Agreement finally requires that the Union will provide Princess Griffith, Danyeta Jones, and Fedelis Njinkeng with its 2013 statements of expenses for representational and non-representational activities. To confirm these statements were provided, a copy of the letter sent to the employees listed above should be provided to this Regional Office by April 7, 2014.

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 Cases: 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 cases have been closed on compliance. Timely receipt of the signed and dated Notice to Employees and Members and the Certification of Posting will assist us in closing the cases in a timely manner.

Very truly yours,

Heather A. Keough
Compliance Officer

Enclosures: Copy of Conformed Settlement Agreement
Notices to Employees and Members
Certification of Posting

cc: Eden Brown-Gaines, Esq.
Brown Gaines, LLC
10665 Stanhaven Place, Suite 203
White Plains, MD 20695

Mr. Fidelis Njinkeng
9110 McHenry Lane
Lanham, MD 20706

Ms. Danyeta Jones
613 Gibson Road
Baltimore, MD 21229

From: Keough, Heather A.
To: ["egaines@browngaines.com"](mailto:egaines@browngaines.com)
Subject: RE: USPOA (MVM, Inc.), 5-CB-112215
Date: Monday, June 23, 2014 7:16:00 AM
Attachments: [image002.jpg](#)

The Beck notice was not attached, but in any event, I do not read the settlement as requiring our approval, so have the Union issue it at once. As to the limitations on the Union's resources, I'd be more sympathetic had you remained in contact about the issues in a reasonable amount of time. Instead, you have consistently ignored every deadline provided to you by our office. I have recommended the Region file a motion for default judgment. If the evidence arrives before it is filed, or shortly thereafter, we can always deviate from that course, but it would not be wise for me to continue to wait for a party to comply that has been consistently dilatory. There are Charging Parties to consider as well, and they deserve the swift remedy they believed they were getting when executing the settlement agreement.

From: egaines@browngaines.com [mailto:egaines@browngaines.com]
Sent: Friday, June 20, 2014 5:07 PM
To: Keough, Heather A.
Subject: RE: USPOA (MVM, Inc.), 5-CB-112215

Ms. Keough:

The Union reports that they read the settlement as requiring the Region's approval of the Beck Notice drafted prior to sending it to the membership. Given the earlier confusion reflected in prior emails with Ms. Silas and another member of your staff, I hoped they would not await the Region's approval and issue the notice. In any event, I have learned they have not issued the notice. I asked them to do so immediately, but am attaching another copy for your review. If you could contact Mr. Faye to let the Union know the notice is approved, I would appreciate it. As indicated in the settlement, you may contact Mr. Faye or other Board members regarding compliance directly.

Because the issuance of the Beck Notice triggers a sixty day period, I have asked that the Union provide dues reports for the period between March 2014 and June 2014. They have agreed to do so but I do not yet have the records. I will ask that they be produced by **June 27, 2014** (as the records are in the custody of the Union accountant and not the Union officers). Please let me know if this will be acceptable.

Any responses to the Beck Notice or related correspondence will be communicated to your office on a rolling basis directly from the Union.

I am still awaiting evidence of payment of the difference between full dues and core dues. The expense information is also to be generated from the accountant. I do not believe this has occurred and I have asked the Union to ensure this information is garnered. There has been some confusion as to the period of time for which the expense reports should cover and I will advise the Union to provide it from February 2014 through the present. I have personally witnessed a few requests to the accountant for the information and can represent that the Union is not purposefully delaying.

Along these lines, please be advised that the Union has only one full time employee. I will

GC Motion for Default Judgment
Exhibit 15

provide any assistance possible in moving the Union towards compliance. Because their non-compliance is not purposeful but reflective of some misunderstandings and lack of resources, I ask that the deadlines be extended in order to facilitate compliance. I do not think continued litigation to be in the best interest of the Union or the tax payer. Please let me know how you wish to proceed.

Best,
Eden Brown Gaines
Principal
Direct Dial (240)349-2390



Government Procurement • Corporate Governance • Contracts • Employment

White Plains
10665 Stanhaven Pl
Suite 203
White Plains, MD 20695
Main (301) 885-0069
Fax (301) 542-0032

DuPont Circle
1601 - 18th Street, NW
Suite One
Washington, DC 20009
Main (202) 370-7543
Fax (301) 542-0032

www.browngaines.com

CONFIDENTIAL

This electronic transmission and any attachments are for the sole use of the individual or entity to whom this message is addressed. It is confidential and may be subject to an attorney-client privilege. Any further distribution or copying or other use of this message is strictly prohibited. If you received this message in error, please notify me, and destroy the message (and any attached documents) immediately.

----- Original Message -----

Subject: RE: USPOA (MVM, Inc.), 5-CB-112215
From: "Keough, Heather A." <Heather.Keough@nlrb.gov>
Date: Wed, June 18, 2014 9:03 am
To: "egaines@browngaines.com" <egaines@browngaines.com>

Good Morning,

As to the e-mailed Notices, we requested this be done in my initial letter to you and your client, which was sent on March 18, 2014, and is attached to this email for your reference.

As to the dues records, in my previous e-mail to you I said nothing about providing dues reports for eternity. In fact I acknowledged we would not require dues reports once the 60-day period for employees to resign had ended. As I noted in that e-mail, which is attached, because your client has yet to provide us with the date it informed employees of

their right to resign, I do not know when that 60-day period begins or ends.

The rest of the information in my May 29, 2014, e-mail to you remains outstanding. You acknowledge in your e-mail below that it has not been provided and you are waiting for your client to get back to you. This evidence was originally due on April 7. Thereafter, I provided the Union additional time to deal with employee requests to resign before following up on May 29, requesting the evidence be submitted by June 9. After business hours on June 9, you requested an extension to submit the evidence until June 17, which I granted. Again, after business hours on the due date, you are confirming nothing is ready to be submitted. I can wait until the end of this week before recommending the Region file a Motion for Default Judgment with the Board; I will not provide any additional extensions or warnings.

From: egaines@browngaines.com [<mailto:egaines@browngaines.com>]

Sent: Tuesday, June 17, 2014 5:50 PM

To: Keough, Heather A.

Subject: RE: USPOA (MVM, Inc.), 5-CB-112215

Ms. Keough:

For clarity, I would like to address each bullet point.

- Date the Notice to Employees was e-mailed along with a list of e-mail addresses to whom it was sent

Per the settlement agreement, the Region was to send the notice by mail to employees. The Union posted the notice as required by the agreement.

The emailed notices were to be completed only "the Regional Director decides it appropriate to do so..." I do not believe the Union received any indication that the Regional Director required emailing of the notices. If you sent such a communication directly to the Union, please also provide me with a copy so that I can discuss it with the Union as this has not been completed.

- Dues reports for the period February 2014 through the present

I think the reasonable interpretation of the agreement is that the records would be provided up to the date of the settlement, which has been accomplished. Your reading of the agreement would mean that the Union would have to provide reports of dues from now until the end of eternity - because present at any given date could always mean that given date. I do not believe this was the intent of the parties.

- Date the *Beck* notice was sent to employees and a list of employee names and addresses to whom it was sent

My understanding is that the Union sent the notices to the same individuals on the list of mailing labels provided to the region. I am waiting on my client to confirm. I do not know the date the notice went out. I recall there being a question as to whether the notice we submitted was satisfactory to the Region (as the settlement agreement required the Union to submit the notice to the Region first and this was accomplished). I believe the Union intended to send the notice out absent comment from the Region and I hope to confirm as soon as

possible.

- Copies of all correspondence received by the Union in response to the Beck notice and letter
- Copies of 2013 statements of expenses sent to Princess Griffith, Danyeta Jones and Fidelis Njinkeng
- Copies of any checks refunding dues to Ronald McMillan, Princess Griffith, Danyeta Jones, Fidelis Njinkeng, and any other employee

hl am still waiting on the documentation for these items from the client and will forward as soon as I have it.

Although your understanding regarding the Beck objectors is not clear from your email, I can tell you that anyone in the covered pool of members who indicates a desire to become a Beck objector will be reimbursed for the difference between the Membership Dues and Core Dues for the six month period.

Please let me know your thoughts on the action items you indicate which I do not believe to be outstanding. I will provide the additional information to you as soon as I receive it from the Union.

Best,

Eden Brown Gaines

Principal

Direct Dial (240)349-2390

Government Procurement • Corporate Governance • Contracts • Employment

White Plains
10665 Stanhaven Pl
Suite 203
White Plains, MD 20695
Main (301) 885-0069
Fax (301) 542-0032

DuPont Circle
1601 - 18th Street, NW
Suite One
Washington, DC 20009
Main (202) 370-7543
Fax (301) 542-0032

www.browngaines.com

CONFIDENTIAL

This electronic transmission and any attachments are for the sole use of the individual or entity to whom this message is addressed. It is confidential and may be subject to an attorney-client

privilege. Any further distribution or copying or other use of this message is strictly prohibited. If you received this message in error, please notify me, and destroy the message (and any attached documents) immediately.

----- Original Message -----

Subject: RE: USPOA (MVM, Inc.), 5-CB-112215

From: "Keough, Heather A." <Heather.Keough@nlrb.gov>

Date: Tue, June 10, 2014 9:57 am

To: "egaines@browngaines.com" <egaines@browngaines.com>

Good Morning,

June 17th is acceptable, please note however, that interest continues to accrue on all monies owed to affected individuals until they are paid. Thus, the longer the delay in getting me the information on which to base calculations, the more money the Union will owe.

My understanding of the settlement agreement is that employees may resign their membership and then will be entitled to reimbursement of the difference between dues and core dues. Meaning that an employee who resigned his membership last week is entitled to the reimbursement of dues going back to at least February 2013, including months after January 2014. Additionally, the settlement agreement states the Charged Party will provide all documents through the present – a finite date would have been used in place of that phrase had the intention been to end dues calculations and reimbursements at a date certain. The only ending date I see is 60 days after provision of the Beck notice, but without knowing when those notices were issued to employees I do not know when that 60 day period expired. Finally, employees are entitled to have their dues reduced after they resign, I cannot confirm the Union has honored those resignations without documents establishing that the dues were reduced. The faster your client provides the documentation it does have, the faster its obligation to provide additional documents will end.

Please let me know if you have any other questions.

From: egaines@browngaines.com [<mailto:egaines@browngaines.com>]

Sent: Monday, June 09, 2014 7:26 PM

To: Keough, Heather A.

Subject: RE: USPOA (MVM, Inc.), 5-CB-112215

Ms. Keough:

In working with my client to provide this information, I re-read your email and realized I overlooked the date of June 9, 2014. I will have my client send the information in but

will require until June 17, 2014. The USPOA president - who is the likely individual to gather the information - has been on travel. Please let me know if this is acceptable.

Finally, I do not read the settlement to require provision of dues collection data beyond the date of the settlement. Can you tell me why you believe this is required?

Best,

Eden Brown Gaines

Principal

Direct Dial (240)349-2390

Government Procurement • Corporate Governance •
Contracts • Employment

White Plains
10665 Stanhaven Pl
NW
Suite 203
White Plains, MD 20695
20009
Main (301) 885-0069
7543
Fax (301) 542-0032

DuPont Circle
1601 - 18th Street,
Suite One
Washington, DC
Main (202) 370-
Fax (301) 542-0032

www.browngaines.com

CONFIDENTIAL

This electronic transmission and any attachments are for the sole use of the individual or entity to whom this message is addressed. It is confidential and may be subject to an attorney-client privilege. Any further distribution or copying or other use of this message is strictly prohibited. If you received this message in error, please notify me, and destroy the message (and any attached documents) immediately.

----- Original Message -----

Subject: USPOA (MVM, Inc.), 5-CB-112215

From: "Keough, Heather A." <Heather.Keough@nlrb.gov>

Date: Thu, May 29, 2014 11:08 am

To: "egaines@browngaines.com" <egaines@browngaines.com>

GC Motion for Default Judgment
Exhibit 15

Good Morning,

I'm writing to follow-up on the status of this case and to request some of the additional documentation that is still outstanding.

We have received the signed Notices, the completed certificate of posting, a copy of the *Beck* notice to employees and a copy of the letter to employees advising them of their *Beck* rights. Additionally, we have dues reports covering the period October 2012 through January 2014. However, the evidence listed below is still outstanding:

- Date the Notice to Employees was e-mailed along with a list of e-mail addresses to whom it was sent
- Dues reports for the period February 2014 through the present
- Date the *Beck* notice was sent to employees and a list of employee names and addresses to whom it was sent
- Copies of all correspondence received by the Union in response to the *Beck* notice and letter
- Copies of 2013 statements of expenses sent to Princess Griffith, Danyeta Jones and Fidelis Njinkeng
- Copies of any checks refunding dues to Ronald McMillan, Princess Griffith, Danyeta Jones, Fidelis Njinkeng, and any other employee

Please provide the above information by Monday, June 9, 2014. As to the reimbursements, it isn't clear whether the Union is waiting for the Region to perform the calculations, or whether the Union was going to begin making some reimbursements on its own. If it is the former, then upon receiving the additional dues information and copies of correspondence from objecting employees, I will determine the reimbursements due and provide you with the figures and spreadsheets. If the Union has made some payments on its own, please provide me with copies of those checks so I can be sure to account for that in my calculations.

Please call me with any questions.

Best,

Heather Keough
Compliance Officer

National Labor Relations Board, Region 5
Bank of America Center - Tower II

100 South Charles Street, Suite 600
Baltimore, Maryland 21201
Ph: (410) 962-2880

From: Szabo, William L.
To: ["egaines@browngaines.com"](mailto:egaines@browngaines.com)
Cc: [Keough, Heather A.](#)
Subject: RE: National Union United Security & Police Officers of America (USPOA) 05-CB-112215 & 05-CB-114849
Date: Monday, April 14, 2014 1:09:59 PM
Attachments: [image002.jpg](#)
[Certification of Posting.pdf](#)

Ms. Brown-Gaines,

I just received the signed Notices and Certification of Posting in the mail. But, as for the Certification of Posting, you client needs to provide Compliance with the specific locations of the posted Notices (i.e., breakroom, above the time clock, and HR bulletin board).

Thanks,
Bill

William L. Szabo
Compliance Assistant
National Labor Relations Board, Region 5
Bank of America Center, Tower II
100 S. Charles Street, Suite 600
Baltimore, MD 21201
T: 410.962.0926 - F: 410.962.2198
E: william.szabo@nrlrb.gov

From: egaines@browngaines.com [mailto:egaines@browngaines.com]
Sent: Monday, April 14, 2014 12:18 PM
To: Szabo, William L.
Cc: Keough, Heather A.
Subject: RE: National Union United Security & Police Officers of America (USPOA) 05-CB-112215 & 05-CB-114849
Importance: High

Hello Mr. Szabo:

There must be a miscommunication or misunderstanding. The records (#5) were communicated to Ms. Letitia Silas the same date as the settlement agreement and again following the entry of the same. I sent the Beck notice and letters (#4, 6) to Ms. Silas and injured with Ms. Keough as to the status of your review because we had not heard back from the Board and were anxious to send the notices as required by the settlement. Would you mind checking with your colleagues to ensure that these documents have been received? I have evidence of the communications I reference if necessary. I will need to check with my client to retrieve the additional information but see no problem with doing so prior to the deadline.

Best,

Eden Brown Gaines
Principal
Direct Dial (240)349-2390



Government Procurement • Corporate Governance • Contracts • Employment

White Plains
10665 Stanhaven Pl
Suite 203
White Plains, MD 20695
Main (301) 885-0069
Fax (301) 542-0032

DuPont Circle
1601 - 18th Street, NW
Suite One
Washington, DC 20009
Main (202) 370-7543
Fax (301) 542-0032

www.browngaines.com

CONFIDENTIAL

This electronic transmission and any attachments are for the sole use of the individual or entity to whom this message is addressed. It is confidential and may be subject to an attorney-client privilege. Any further distribution or copying or other use of this message is strictly prohibited. If you received this message in error, please notify me, and destroy the message (and any attached documents) immediately.

----- Original Message -----

Subject: National Union United Security & Police Officers of America
(USPOA) 05-CB-112215 & 05-CB-114849
From: "Szabo, William L." <William.Szabo@nrlb.gov>
Date: Mon, April 14, 2014 12:11 pm
To: "egaines@browngaines.com" <egaines@browngaines.com>
Cc: "Keough, Heather A." <Heather.Keough@nrlb.gov>

Ms. Brown-Gaines,

I write to seek Respondent's immediate compliance with the Settlement Agreement approved by the Regional Director on March 12, 2014. A conformed copy of that Settlement Agreement was sent to you on March 18, 2014. Included in our letter of that date is a request for Respondent to comply with six specific provisions that were due by **April 7, 2014**.

To date, we have not received the following requested evidence to establish the Respondent has complied with its obligations:

- 1.) Two signed & dated copies of the Notice to Employees and Members;
- 2.) A completed Certification of Posting;

GC Motion for Default Judgment
Exhibit 15

- 3.) Copy of e-mail sent to employees and members, along with recipients' names and e-mail addresses;
- 4.) Copy of Beck Notice that will be provided to employees;
- 5.) Copy of records showing due payments to Union from employees; and
- 6.) Copy of letters issued to Princess Griffith, Danyeta Jones, and Fedelis Njinkeng.

While we have extended the deadline for completing compliance, time is running out. Failure to provide this Agency with the information stated above by close of business on **April 18, 2014** will result in the Region's speedy exercise of its rights under the default provisions of the Settlement Agreement. No further extension of time will be granted.

Should you have any questions or wish to discuss this matter, please call me or the Region's Compliance Officer, Heather Keough.

Thanks,
Bill

William L. Szabo
Compliance Assistant
National Labor Relations Board, Region 5
Bank of America Center, Tower II
100 S. Charles Street, Suite 600
Baltimore, MD 21201
T: 410.962.0926 - F: 410.962.2198
E: william.szabo@nrlrb.gov



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 5
BANK OF AMERICA CENTER, TOWER II
100 S. CHARLES STREET, STE 600
BALTIMORE, MD 21201

Agency Website: www.nlrb.gov
Telephone: (410)962-2822
Fax: (410)962-2198

July 25, 2014

BY E-MAIL & FIRST-CLASS MAIL

assaneba@aol.com

egaines@browngaines.com

Assane B. Faye, Executive Director
United Security & Police Officers
of America (USPOA)
1101 Pennsylvania Ave, NW, Suite 600
Washington, DC 20004

Eden Brown Gaines, Esq.
Brown Gaines, LLC
10665 Stanhaven Place, Suite 203
White Plains, MD 20695

Re: National Union United Security & Police
Officers of America (USPOA)(MVM, Inc.)
Cases 05-CB-112215 and 05-CB-114849

Dear Mr. Faye and Ms. Gaines:

You are hereby notified that United Security & Police Officers of America (USPOA) (Respondent) has failed to comply with several provisions of the Settlement Agreement in these cases, and that in the absence of Respondent's full and prompt compliance with the terms of the Settlement Agreement, I will re-issue a complaint in this case and file a motion for default judgment with the Board on the allegations contained in that complaint.

The Settlement Agreement, a conformed copy of which is enclosed with this letter, provides that:

Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved 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 14 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 issue a complaint that will include the allegations spelled out above in the Scope of Agreement section. 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 all of the allegations of the complaint will be deemed admitted and it will have waived its right to file an Answer to such complaint. 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.

The Settlement Agreement was approved on March 12, 2014. By a letter dated March 18, 2014, the Region's Compliance Officer explained what Respondent must do to comply with the Settlement Agreement. Since then, the Compliance Officer has repeatedly informed Respondent that it has failed to comply with the terms of the Agreement, including by e-mails on May 29, June 18, and June 23, 2014.

Specifically, I have determined that Respondent has not complied with, or has failed to provide evidence that it has complied with, the following terms of the Settlement Agreement and/or its incorporated Notice to Employees and Members:

1. Distribute the Notice to Employees and Members by e-mail to all members and to all employees of MVM, Inc. (the Employer) employed in the bargaining unit represented by Respondent, and forward a copy of that e-mail and a list of all the recipients' e-mail addresses to the Region's Compliance Officer. (Settlement Agreement: "E-MAILING NOTICES" and March 18, 2014 letter from Compliance Officer "Electronic Mailing")
2. Notify each bargaining unit employee in writing of their rights under *NLRB v. General Motors*, 373 U.S. 735 (1963) and *Communications Workers v. Beck*, 487 U.S. 735 (1988). (Settlement Agreement: Attachment A, ¶¶ 2 and 5; Notice: second "WE WILL" paragraph)
3. Provide the Regional Director with copies of all correspondence Respondent receives from employees in response to its *GM/Beck* notice. (Settlement Agreement: Attachment A, ¶ 2)
4. Provide the Regional Director with all records showing dues payments to Respondent from bargaining unit employees from February 2014 to the present. (Settlement Agreement: Attachment A, ¶ 4)
5. Recognize as objecting nonmembers Fidelis Njainkeng (as of May 17, 2013), and Danyeta Jones and Princess Griffith (as of August 17, 2013), retroactively reduce the amount of dues and fees they were charged during those time periods, provide them with information setting forth the percentage of the reduction in dues and fees charged to *Beck* objectors, the basis for that calculation, notice of an opportunity to

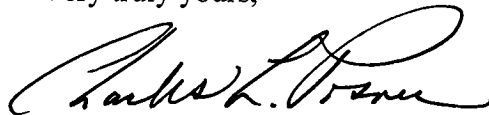
challenge that calculation, and the procedure for challenging Respondent's calculation. (Notice: fourth "WE WILL" paragraph)

6. Refund with interest to the extent not already refunded, those portions of dues and fees collected or charged at the full member rate rather than the objecting nonmember rate from Njainkeng since May 17, 2013, from Jones and Griffith since August 17, 2013, and from any other employee who first paid dues on or after February 28, 2013, and who files a *Beck* objection, and provide copies of these refund checks to me. (Settlement Agreement: Attachment A, ¶¶ 2 and 6; Notice: fifth "WE WILL" paragraph)
7. Reimburse employees for retroactive dues paid after February 28, 2013, for the period covering April 1, 2012, to September 7, 2012, because they were led to believe that signing dues check-off authorization cards was a condition of employment. (Settlement Agreement: Attachment A, ¶ 5; Notice: sixth "WE WILL" paragraph)
8. Provide Griffith, Jones, and Njainkeng copies of Respondent's 2013 statements of expenses for representational and nonrepresentational activities. (Notice: seventh "WE WILL" paragraph)

Accordingly, you are hereby notified that Respondent must provide satisfactory evidence that it has complied with *all* of the above-listed terms no later than Friday, August 8, 2014. Should Respondent fail to comply with (or demonstrate its compliance with) these terms of the Settlement Agreement by that date, I will issue a complaint in these cases and seek a default judgment against Respondent as described in the Settlement Agreement without further notice.

Please contact Compliance Officer Heather Keough at (410) 962-2880 or heather.keough@nrlrb.gov with any questions about this letter, or to provide evidence of Respondent's compliance.

Very truly yours,



Charles L. Posner
Regional Director

Enclosures –

Settlement Agreement (conformed copy)
Notice to Employees and Members
Letter Soliciting Compliance, dated March 18, 2014 (w/o enclosures)

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

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes ABF No
 Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained 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 14 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 issue a complaint that will include the allegations spelled out above in the Scope of Agreement section. 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 all of the allegations of the complaint will be deemed admitted and it will have waived its right to file an Answer to such complaint. 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.

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.

Charged Party United Security & Police Officers of America (USPOA)		Charging Party Danyeta Jones	
By: Name and Title /s/ Assane B. Faye Executive Director	Date 3/5/14	/s/ Danyeta Jones	Date 3/5/14
		Charging Party Fidelis Njainkeng	
		/s/ Fidelis Njainkeng	Date 03/05/14
Recommended By: /s/ Letitia Silas Field Attorney	Date 3/6/14	Approved By: /s/ Steven L. Shuster Acting Regional Director, Region 5	Date 3/12/14

Attachment A

- (1) The Charged Party, by March 17, 2014, will provide the Region records required under this Settlement Agreement.
- (2) Charged Party agrees to issue Beck notices to employees who paid dues for the first time after February 28, 2013, including employees Danyeta Jones and Princess Griffith. The Charged Party must provide the Region with a copy of the Beck letter no later than March 20, 2014. Within 60 days of issuing its Beck notices, the Charged Party will provide to the Region all copies of correspondence it received from employees who responded to the Charged Party's Beck notice. The Charged Party agrees that from the correspondence it provides as a result of its Beck notice, the Region will calculate and notify the Charged Party in writing that it has 45 days to pay to those employees the difference between dues and core fees, and the Charged Party will provide to the Region copies of payment checks tendered to those employees.
- (3) The Charged Party agrees to provide the Region with its Beck notice prior to issuing such notice to bargaining unit employees pursuant to Paragraph (2) above.
- (4) The Charged Party agrees to provide all records covering the period of September 7, 2012 to the present showing dues payments to the Charged Party from bargaining unit employees.
- (5) The Charged Party agrees that Ronald McMillan and Danyeta Jones made retroactive payments to the Charged Party that are entitled to reimbursement. All other employees, from whom records show made retroactive payments to the Charged Party covering the period of April 1, 2012 to September 7, 2012, the Charged Party agrees to pay those employees all retroactive dues collected after February 28, 2013 at the same time the Charged Party has to make the payments to employees pursuant to Paragraph 2 above.
- (6) The Charged Party agrees to provide lawful Beck notice to all bargaining unit employees within 25 days of the Regional Director's approval of this Settlement Agreement. All bargaining unit employees who, for the first time paid dues on or after February 28, 2013, will have a right to file as Beck objectors and have any dues paid on or after that day reduced to core dues, and the difference between dues and core fees refunded to such employees by the Charged Party. The Charged Party shall also inform, in writing, employees who have paid dues for the first time after February 28, 2013 that they have the right to make Beck objections, and those employees under this Settlement Agreement have the right file objections with the Charged Party within 60 days of being notified of their Beck rights. The Charged Party shall provide a copy of its Beck notice to the Region before sending to employees.

NOTICE TO EMPLOYEES



POSTED PURSUANT TO A
APPROVED BY A REGIONAL
NATIONAL LABOR RELATIONS BOARD AND

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 fail to notify you of your rights under *Communications Workers v. Beck*, 487 U.S. 735 (1988), including the information that you are not required to become or remain members of our union as long as you are a financial core member in accordance with *NLRB v. General Motors*, 373 U.S. 734 (1963), that you have a right to object to paying for union activities not relevant to our role as collective bargaining representative, and that you have a right to obtain a reduction in dues and fees for such activities when you object.

WE WILL NOT fail or refuse to recognize you as a *Beck* objector if you file a *Beck* objection.

WE WILL NOT, if you file a *Beck* objection, fail to provide you with information to allow you to decide whether to mount a challenge to our dues reduction calculations.

WE WILL NOT, if you file a *Beck* objection, fail to make available to you a procedure, consistent with the duty of fair representation, for challenging the amounts charged, absent waiver of your union-security obligations.

WE WILL NOT, if you become an objecting nonmember, fail to inform you of the percentage reduction in dues and fees for union activities that are not relevant to our duties as bargaining agent, the basis for our calculation of that percentage, and your right to challenge those figures.

WE WILL NOT cause or attempt to cause MVM, Inc. to terminate your employment pursuant to a Union security clause where we have not first provided you notice of your rights under *Beck*, *General Motors*, and *Philadelphia Sheraton Corp.*, 136 NLRB 888 (1962).

WE WILL NOT threaten you with discharge pursuant to a Union security clause where we have not first provided you notice of your rights under *Beck*, *General Motors*, and *Philadelphia Sheraton Corp.*

WE WILL NOT cause or attempt to cause MVM, Inc. to make retroactive dues or fees from your pay for any period prior to September 7, 2012.

WE WILL NOT require you to agree to payroll deductions as the sole means of satisfying your financial obligations to the Union.

WE WILL NOT threaten you with discharge if you fail or refuse to sign union check-off authorizations for the deduction of dues and fees.

WE WILL NOT collect union dues pursuant to any check-off authorization cards that we coercively obtained from you.

The National Labor Relations Board is an independent Federal agency created in 1935 to help employees want union representation and it investigates and remedies unfair labor practices by election petition, you may speak confidentially to any agent with the Board's Regional Office toll-free number (866) 667-NLRB (6572).

National Labor Relations Board, Region 5
100 South Charles Street, Suite 600, Baltimore, MD 21201

Telephone: (410) 962-2822 Hours of Operation: 8:15 a.m. to 4:45 p.m.

THIS IS AN OFFICIAL NOTICE AND

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE REMOVED OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE

GC Motion for Default Judgment

Exhibit 16

LETTER TO UNITED MEMBERS

SETTLEMENT AGREEMENT BETWEEN THE NATIONAL LABOR RELATIONS BOARD AND THE NATIONAL DIRECTOR OF THE FEDERAL BUREAU OF INVESTIGATION OF THE UNITED STATES GOVERNMENT



WE WILL NOT cause MVM, Inc. to make dues deductions from your paychecks based upon coercively obtained authorization cards.

WE WILL NOT require you to complete dual-purpose membership/ authorization cards as a condition of employment with your employer.

WE WILL NOT continue to collect and use Princess Griffith's and Danyeta Jones's full union membership dues.

WE WILL, if we seek to obligate you under a union-security clause, make available to you a procedure for filing *Beck* objections.

WE WILL notify each MVM, Inc. unit employee in writing of their rights and information necessary and relevant to the exercise of such rights under the *Beck* and *General Motors* decisions.

WE WILL, upon your filing a *Beck* objection, immediately recognize you as a *Beck* objector, immediately reduce your dues and fees so that you are charged only for the Union's representational activities, and provide you with information setting forth the percentage of the reduction in dues and fees charged to *Beck* objectors, the basis for our calculation, and your right to challenge our calculations, and a procedure for challenging the amounts charged.

WE WILL recognize Danyeta Jones and Princess Griffith as objecting nonmembers since August 17, 2013, and recognize Fedelis Njinkeng as an objecting nonmember since May 17, 2013. We will retroactively reduce the amount of dues and fees that they were charged during that time period so that they are charged only for the Union's representational activities, and provide them with information setting forth the percentage of the reduction in dues and fees charged to *Beck* objectors, the basis for that calculation, and their right to challenge our calculation, and a procedure for challenging those figures.

WE WILL refund with interest to Danyeta Jones and Princess Griffith, and Fedelis Njinkeng, to the extent not already refunded, those portions of dues and fees collected or charged at the full member rate rather than at the objecting nonmember rate during times since August 17, 2013 and May 17, 2013, respectively, when they had advised of their desire to be objecting nonmembers.

WE WILL reimburse you for retroactive dues paid, after February 28, 2013, for the period covering April 1, 2012 to September 7, 2012 because in signing a check-off authorization card, you were led to believe that you were required to pay these dues as a condition of employment.

WE WILL provide Princess Griffith, Danyeta Jones, and Fedelis Njinkeng with our 2013 statements of expenses for representational and non-representational activities.

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

United Security & Police Officers of America (USPOA)

(Labor Organization)

Dated: 4/5/14

By: Mr. Celeda Kemgang

(Representative)

(Title)

USPOA Local 208
President

Under the National Labor Relations Act. It conducts secret-ballot elections to determine whether employers and unions. To find out more about your rights under the Act and how to file a charge or other below. You may also obtain information from the Board's website: www.nlr.gov and the

Washington Resident Office

1099 14th Street, NW, Washington, DC 20570

Telephone: (202) 208-3000 Hours of Operation: 8:15 a.m. to 4:45 p.m.

THIS NOTICE SHALL NOT BE DEFACED BY ANYONE.

IF ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL ANY QUESTIONS CONCERNING THIS NOTICE SHALL BE REFERRED TO THE NATIONAL LABOR RELATIONS BOARD.

GC Motion for Default Judgment
Exhibit 16



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 5
BANK OF AMERICA CENTER, TOWER II
100 S. CHARLES STREET, STE 600
BALTIMORE, MD 21201

Agency Website: www.nlrb.gov
Telephone: (410)962-2880
Fax: (410)962-2198

March 18, 2014

Mr. Assane B. Faye, Executive Director
National Union United Security & Police
Officers of America (USPOA)
1101 Pennsylvania Avenue, N.W., Suite 600
Washington, DC 20004

Re: National Union United Security & Police
Officers of America (USPOA)
(MVM, Inc.)
Cases 05-CB-112215 & 05-CB-114849

Dear Mr. Faye:

Enclosed is a conformed copy of the Settlement Agreement in the above matter which was approved on March 12, 2014. This letter discusses what the Charged Party needs to do to comply with the Agreement.

Post Notice: Enclosed are 10 copies of the Notice to Employees and Members. In compliance with the Agreement, a responsible official of the Charged Party, not the Charged Party's attorney, must sign and date the Notices before posting them. The Notices will be placed in prominent places around the Charged Party's facility, including all places where the Charged Party normally posts notices to members. Further, if the Charged Party maintains bulletin boards at the facilities where employees of the Employer in the bargaining unit represented by the Charged Party are employed, the Charged Party shall also post Notices on each such bulletin board during the posting period. The Charged Party 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 Charged Party's place of business to inspect the Notices.

Additionally, the Regional Director will send copies of the signed Notices to the Employer whose employees are involved in this case, and request that the Notices be posted in prominent places in the Employer's facilities for 60 consecutive days from the date of posting.

Electronic Mailing: The Agreement provides that the Charged Party will e-mail a copy of the signed Notice to all members and all employees who work as employees of the Employer in the bargaining unit represented by the Charged Party. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees and Members to you pursuant to a Settlement Agreement approved by the Regional Director of Region 5 of the National Labor Relations Board in Cases 05-CB-112215 and 05-CB-114849." The Charged Party will forward a copy of that e-mail, with all of the recipient's e-mail addresses, to the Region's Compliance Officer at heather.keough@nlrb.gov by April 7, 2014.

March 18, 2014

Mail Notice: The Agreement further provides The Charged Party will provide the Region with mailing labels containing the address of each bargaining unit employee employed by MVM and under the NIH on or after February 1, 2013. The mailing labels will be due to the Regional Office by April 7, 2014.

Certification of Posting: A Certification of Posting form is also enclosed. This form should be completed and returned by not later than April 7, 2014 **with two 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

Provide Beck Notices to Employees: The Agreement provides that the Union will issue lawful *Beck* notices to employees who paid dues for the first time after February 28, 2013, including employees Danyeta Jones and Princess Griffith. *Beck* notices will be provided to employees by April 7, 2014. The Union will provide the Regional Office with its *Beck* notice prior to issuing such notice to bargaining unit employees. A copy of this letter should be sent to the Regional Office by March 20, 2014. Additionally, the Union will provide the Region with copies of all correspondence from employees who respond to the *Beck* notices.

The Union will also inform, in writing, the employees cited within the previous paragraph, that they have the right to make *Beck* objections within 60 days of being notified of their *Beck* rights. The Union will provide the Regional Office with a copy of the letter, along with all of the recipients' names and addresses.

Provide Information to Employees: The Agreement also requires that the Union will provide employees who file a *Beck* objection with information setting forth the percentage of the reduction in dues and fees, the basis for that calculation, and the right to challenge these figures. If an employee files a *Beck* objection during the posting period, the Union should provide this Regional Office with the correspondence that validates that the Union has provided the employee with this information.

Administer Requests: The Agreement further provides that the Union will give full effect to requests to resign union membership retroactive to February 28, 2013, and, for those who elect to become non-members of the Union. When an employee requests to resign union membership or elect to become a non-member of the Union, the Union must provide this Regional Office with correspondence that confirms that the Union has complied with this provision.

Reimbursement of Dues: The Agreement in addition provides that the Union will give full effect to *Beck* objections retroactive to February 28, 2013 and will reimburse any dues collected in excess of those spent solely on representational activities for the period April 1, 2012, through September 7, 2012. If any employee resigns or elects to become a non-member, and the Union reimburses the employee, the check should be made payable to the named

individual with no deductions made to the amounts, and should be submitted to this office for transmission to the individual.

Provide Records to Region: The Agreement further requires that the Union will provide the Regional Office, by March 17, 2014, all records covering the period of September 7, 2012 to the present showing dues payments to the Union from bargaining unit employees. If you have not already done so, please submit those records immediately.

Provide Statements to Members: The Agreement finally requires that the Union will provide Princess Griffith, Danyeta Jones, and Fedelis Njinkeng with its 2013 statements of expenses for representational and non-representational activities. To confirm these statements were provided, a copy of the letter sent to the employees listed above should be provided to this Regional Office by April 7, 2014.

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 Cases: 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 cases have been closed on compliance. Timely receipt of the signed and dated Notice to Employees and Members and the Certification of Posting will assist us in closing the cases in a timely manner.

Very truly yours,

Heather A. Keough
Compliance Officer

Enclosures: Copy of Conformed Settlement Agreement
Notices to Employees and Members
Certification of Posting

cc: Eden Brown-Gaines, Esq.
Brown Gaines, LLC
10665 Stanhaven Place, Suite 203
White Plains, MD 20695

Mr. Fidelis Njinkeng
9110 McHenry Lane
Lanham, MD 20706

Ms. Danyeta Jones
613 Gibson Road
Baltimore, MD 21229

From: [Keough, Heather A.](#)
To: [Doyle, John D.](#)
Subject: RE: United Security & Police Officers of America (USPOA) (MVM, Inc.) Cases 05-CB-112215 and 05-CA-114849
Date: Wednesday, August 13, 2014 8:34:27 AM

Good Morning John,

The Charged Party has not submitted any evidence of compliance, nor have they contacted me in any way.

From: Doyle, John D.
Sent: Wednesday, August 13, 2014 8:33 AM
To: Keough, Heather A.
Subject: United Security & Police Officers of America (USPOA) (MVM, Inc.) Cases 05-CB-112215 and 05-CA-114849

Heather –Regional Director Posner’s July 25, 2014 letter to the Charged Party in the subject cases specified that if the Charged Party had not complied with the requirements described by that letter by August 8, 2014, complaint would issue under the default provisions of the settlement agreement. As Acting Regional Director I am following up to determine whether this compliance has occurred. Please advise as to whether the Charged Party has complied with the requirements specified in that letter.

Thank you,

John D. Doyle, Jr.
Deputy Regional Attorney
National Labor Relations Board, Region Five
Bank of America Center – Tower II
100 South Charles Street, Suite 600
Baltimore, Maryland 21201
john.doyle@nrlrb.gov
Tel: (410) 962-3156
Fax: (410) 962-2198

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 5**

UNITED SECURITY & POLICE OFFICERS OF
AMERICA (USPOA)
(MVM, Inc.)

and

DANYETA JONES, AN INDIVIDUAL

Case 5-CB-112215

FIDELIS NJAIKENG, AN INDIVIDUAL

Case 5-CB-114849

**ORDER CONSOLIDATING CASES
AND CONSOLIDATED COMPLAINT**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Cases 5-CB-112215 and 5-CB-114849, which are based on a charge filed by Danyeta Jones, an Individual (Jones), and a charge filed by Fidelis Njainkeng, an Individual (Njainkeng), respectively, against National Union United Security & Police Officers of America (USPOA), herein correctly called United Security & Police Officers of America (USPOA) (Respondent) are consolidated.

This Order Consolidating Cases and Consolidated Complaint which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act) and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below:

1. (a) The original charge in Case 5-CB-112215 was filed by Jones on August 28, 2013, and a copy was served by U.S. mail on Respondent on August 29, 2013.

(b) The first amended charge in Case 5-CB-112215 was filed by Jones on November 4, 2013, and a copy was served by U.S. mail on Respondent on November 6, 2013.

(c) The original charge in Case 5-CB-114849, was filed by Njainkeng on October 17, 2013, and a copy was served by U.S. mail on Respondent on October 18, 2013.

(d) The first amended charge in Case 5-CB-114849, was filed by Njainkeng on November 19, 2013, and a copy was served by U.S. mail on the same date.

2. (a) At all material times, MVM, Inc. (the Employer), a California corporation with an office in Ashburn, Virginia, and offices and work sites in the greater Washington, D.C. metropolitan area, has been engaged in the business of providing contract security services to various firms and institutions, including the National Institutes of Health facilities in Baltimore, Maryland.

(b) In conducting its operation during the 12-month period ending August 28, 2013, the Employer, performed contract security services valued in excess of \$50,000 in states other than the State of Maryland, including in the District of Columbia.

(c) During the twelve-month period ending August 28, 2013, the Employer, in conducting its business operations described above in paragraph 2(a), performed services valued in excess of \$50,000 within the State of Maryland for the United States Government at the National Institutes of Health facilities in Baltimore, Maryland.

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

3. At all material times, Respondent has been a labor organization within the meaning of Section 2(5) of the Act.

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

Assane Faye	–	Executive Director
-------------	---	--------------------

Celedo Kemngang	–	President of Local 208
-----------------	---	------------------------

(b) At all material times, Local Union No. 208, United Security & Police Officers of America (USPOA) has been an agent of Respondent within the meaning of Section 2(13) of the Act.

5. (a) At all material times since July 28, 2011, Respondent has been the exclusive collective-bargaining representative of the following employees of the Employer (the Unit) pursuant to Section 9(a) of the Act:

All full-time and regular part-time security officers assigned to ("Government" or "Client") at (the "Site"), employed by Employer pursuant to its Contract with the Government for the provision of security at said facilities; but excluding all managers, supervisors, office and/or clerical employees, temporarily assigned employees, substitute employees, and all non-security employees of the Employer.

(b) At all material times since August 8, 2012, Respondent and the Employer have maintained and enforced a collective-bargaining agreement covering the terms and conditions of employment in the Unit, including the following union-security provision:

ARTICLE 18: UNION SECURITY AND MEMBERSHIP

All officers hereafter employed by the Employer in the classification covered by this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment, or the date of the signing of this Agreement, whichever is later, as a condition of continued employment. All employees covered by this Agreement who are not members of the Union and choose not to become members of the Union, shall, as a condition of continued employment, pay to the Union an agency fee as established by the Union.

An officer who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whichever employed under, and for the duration of, this Agreement.

Officers meet the requirement of being members in good standing of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union, or, in the alternative, by tendering to the Union financial core fees and dues, as defined by the U.S. Supreme Court in *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963) and *Beck v. Communications Workers of America*, 487 U.S. 735 (1988).

(c) Respondent expends the monies collected pursuant to the union-security provision described above in paragraph 5(b) on activities germane to collective bargaining, contract administration, and grievance adjustment (representational activities); and on activities not germane to collective bargaining, contract administration, and grievance adjustment (nonrepresentational activities).

6. (a) Since about February 28, 2013, and continuing to date, Respondent has failed to inform Unit employees of the following information:

(i) that they have the right to be or remain a nonmember;

(ii) that they have a right as a nonmember to object to paying for non-representational activities and to obtain a reduction in fees for such nonrepresentational activities;

(iii) that they have the right to be given sufficient information to enable them to intelligently decide whether to object; and

(iv) that they have the right as a nonmember to be apprised of any internal union procedures for filing objections, as described in paragraphs 6(ii) and (iii).

(b) Since about February 28, 2013, and continuing to date, Respondent has obligated Jones, Njainkeng, and other bargaining unit employees to pay dues for months they were not provided notice of their *General Motors* and *Beck* rights.

7. Since about February 28, 2013, Respondent has failed to make available to non-member employees a procedure for filing *Beck* objections despite obligating employees under a union-security agreement.

8. Since about February 28, 2013, Respondent has required bargaining unit employees to agree to payroll deductions as the sole means of satisfying their financial obligations to Respondent.

9. Since in or around May 2013, Respondent has sought retroactive dues and core fees from bargaining unit employees for a period prior to the execution of the collective-bargaining agreement identified above in paragraph 5(b).

10. (a) About August 17, 2013, Jones and employee Princess Griffith (Griffith) notified Respondent that they objected to the payment of dues and fees for nonrepresentational activities.

(b) Since about August 17, 2013, Respondent has failed and refused to recognize the employees named above in paragraph 10(a) as objecting nonmembers, and has continued to seek from said employees full dues and fees as a condition of their continued employment with the Employer.

11. (a) Since about August 17, 2013, Respondent has failed to provide Jones and Griffith with a detailed apportionment of its expenditures for representational activities and nonrepresentational activities.

(b) The information referred to above in paragraph 6(a), is necessary for the employees named above in paragraph 11(a), to evaluate Respondent's apportionment of dues and fees for representational activities and nonrepresentational activities.

12. Since in or around August 2013, Respondent has required bargaining unit employees to complete dual-purpose membership/authorization cards as a condition of Respondent not seeking to have the Employer discharge them under the union-security provision.

13. Since in or around August 2013, Respondent has failed to give bargaining unit employees an accounting of the core and non-core fees.

14. (a) About June 24, July 9, August 13, and August 19, 2013, Respondent requested that the Employer discharge bargaining unit employees, including Jones and Njainkeng.

(b) By the conduct described above in paragraph 14(a), Respondent attempted to cause the Employer to discharge the employees described above in paragraph 14(a).

(c) Respondent engaged in the conduct described above in paragraphs 14(a) and 14(b), without previously advising the employees of their rights under *NLRB v. General Motors*, 373 U.S. 734 (1963) and (*Communications Workers v. Beck*, 487 U.S. 735 (1988)).

(d) Respondent engaged in the conduct described above in paragraphs 14(a) and 14(b) because the employees described in paragraph 14(a) were not members of Respondent; said employees failed to execute checkoff authorizations; said employees failed to pay dues when they were under no obligation to do so; and for reasons other than the failure to tender uniformly required initiation fees and periodic dues.

15. By the conduct described above in paragraphs 6 through 9, 10(b), and 11 through 13, Respondent has been restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(b)(1)(A) of the Act.

16. By the conduct described above in paragraph 14, Respondent has been attempting to cause an employer to discriminate against its employees in violation of Section 8(a)(3) of the Act in violation of Section 8(b)(2) of the Act.

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

REMEDY

As part of the remedy for the unfair labor practices alleged above, the General Counsel seeks an order requiring that Respondent promptly:

Reimburse bargaining unit employees for all monies deducted from their pay on or after February 28, 2013, pursuant to coercively-obtained dues checkoff cards.

Notify all bargaining unit employees of their right to elect non-member status and to file objections pursuant to *NLRB v. General Motors*, 373 U.S. 734 (1963) and *Communications Workers v. Beck*, 487 U.S. 735 (1988).

Make whole for any dues and fees exacted on or after February 28, 2013, for non-representational activities, in the manner set forth in *Rochester Mfg. Co.*, 323 NLRB 260 (1997), all unit employees who, after receiving notice of their *General Motors* and *Beck* rights, elect non-member status and file objections.

Process the objections of Jones and Griffith as Respondent would have otherwise done, in accordance with the principles of *California Saw and Knife Works*, 320 NLRB 224 (1995), as having elected non-member status and filed *Beck* objections.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

**ANSWER REQUIREMENT
AND NOTICE OF HEARING**

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 at Baltimore, Maryland this 15th day of August 2014.

(SEAL)

JOHN D. DOYLE, JR.

John D. Doyle, Jr., Acting Regional Director
National Labor Relations Board, Region 5
Bank of America Center - Tower II
100 South Charles Street, Suite 600
Baltimore, MD 21201

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 5**

NATIONAL UNION UNITED SECURITY & POLICE
OFFICERS OF AMERICA (USPOA) (MVM, INC.)

and

DANYETA JONES, AN INDIVIDUAL

Case 5-CB-112215

FIDELIS NJAIKENG, AN INDIVIDUAL

Case 5-CB-114849

AFFIDAVIT OF SERVICE OF: Order Consolidating Cases and Consolidated Complaint

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **August 15, 2014**, 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:

CERTIFIED MAIL NO. 7012 2210 0000 4815 9121

EDEN BROWN-GAINES, ESQ.
BROWN GAINES, LLC
SUITE 203
10665 STANHAVEN PLACE
WHITE PLAINS, MD 20695-3078

MR. ASSANE B. FAYE
NATIONAL UNION UNITED SECURITY & POLICE
OFFICERS OF AMERICA (USPOA)
1101 PENNSYLVANIA AVENUE, N.W., SUITE 600
WASHINGTON, DC 20004

MR. DAVID WARNER
MVM, INC.
SUITE 150
44620 GUILFORD DRIVE
ASHBURN, VA 20147

MS. DANYETA JONES
613 GIBSON ROAD
BALTIMORE, MD 21229

MR. FIDELIS NJAIKENG
9110 MCHENRY LANE
LANHAM, MD 20706

August 15, 2014

Date

Monica Graves,
Designated Agent of NLRB

Name

Monica Graves

Signature

GC Motion for Default Judgment
Exhibit 19