

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**

**A-1 Quality Logistical Solutions, LLC, and Empire Labor Services, Case 03-CA-317016  
LLC**

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

**POSTING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in locations where notices to employees are customarily posted at its corporate office located at 3055 Blue Rock Road, Cincinnati, OH 45239. If the Employer's place of business is currently closed and a substantial number of employees are not reporting to the facility due to the Coronavirus pandemic or is operating with less than a substantial complement of employees, the 60 consecutive day period for posting will begin when the Employer's place of business reopens and a substantial complement of employees have returned to work. For purposes of this notice posting, a substantial complement of employees is at least 50% of the total number of employees employed by the Employer prior to closing its business due to the Coronavirus pandemic. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

**MAILING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party. William Foster III and Robert Mursinna will then sign and date those Notices and the Charged Party will copy and mail, at its own expense, a copy of the attached Notice to the employees by regular U.S. mail to all to all employees, independent contractors, or former employees or independent contractors who worked at the facility located at 300 NY-281, Tully, NY 13159 at any time from July 1, 2022 to April 30, 2023. The Charged Party will provide the Regional Director written confirmation of the date of mailing and a list of names and address of employees to whom the Notices were mailed or electronically mailed.

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

By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

**BACKPAY** — Within 14 days from approval of this Agreement, the Charged Party will make whole Tiris Coates by payment to him of amounts to be determined by the Regional Director. The Charged Party will make appropriate withholdings from backpay for Coates. No withholdings should be made from the interest, expenses, or excess tax portions of the backpay. If the Regional Office is unable to locate any individual entitled to make-whole relief within one year of receipt of payment, the Regional Director will have sole discretion to redistribute the amounts owed to those individuals, provided no individual receives more than 100% of the backpay or other remedial monies they are owed. The Charged Party agrees to prepare, process, and, if applicable, mail any redistribution payments, at its own cost, pursuant to the direction of the Regional Director.

For each employee named above, the Charged Party will provide the Regional Director with a Report on Backpay allocating the backpay payments to the appropriate calendar year (2023 versus 2024) and a copy

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of the IRS form W-2 for 2024 wages earned in the current calendar year, within 14 days from approval of this agreement. The Regional Office will provide Charged Party with pre-populated data to facilitate its completion.

**COMPENSATION FOR CONSEQUENTIAL DAMAGES** — In addition to making Tiris Coates whole for loss of earnings and other benefits (see “Backpay” above), the Charged Party will make him whole for other consequential damages he suffered, including any direct or foreseeable pecuniary harms, as a result of the discharge by payment to him of an amount to be determined by the Regional Director. The amount due for these consequential damages will be computed in accordance with standard Board procedures, with interest payable at the Board’s standard rate. The Charged Party should remit a check in the full amount due for consequential damages (with no withholdings or deductions), made payable to Tiris Coates.

**REMOVAL OF REFERENCES TO DISCHARGE** — Within 14 days from approval of this Agreement, the Charged Party will remove from its files any reference to the discharge of Tiris Coates and provide him with written notification that this has been done and that the discharge will not be used against him in any way.

**LETTER OF APOLOGY** — Within 14 days of approval of this Agreement, the Charged Party shall send a letter of apology to Tiris Coates, in which it expressly apologizes to him for his discharge for engaging in protected concerted activity. The letter will be sent by mail and e-mail to the address the Region will confirm for Tiris Coates prior to the mailing and e-mailing. The Charged Party will send the letter of apology by United States Mail and e-mail and the letter shall be on the Charged Party’s letterhead and signed by Owners William Foster III and Robert Mursinna. The letter shall read: “As you are aware, you filed an unfair labor practice charge against A-1 Quality Logistical Solutions, LLC and Empire Labor Services, LLC with Region 3 of the National Labor Relations Board alleging that we violated Section 8(a)(1) of the Act by discharging you because you engaged in protected concerted activities. Please accept our apology on behalf of A-1 Quality Logistical Solutions, LLC and Empire Labor Services, LLC for any hardship or distress you may have experienced related to the issues raised in the charge. We wish you the best in your future endeavors. Please also accept our commitment that A-1 Quality Logistical Solutions, LLC, and Empire Labor Services, LLC will take the necessary steps to ensure that the rights of all employees are respected.” To document compliance with this requirement, the Charged Party will e-file a copy of the letter and email along with a fully completed Certification of Compliance form, via the Agency’s e-filing portal at [www.nlrb.gov](http://www.nlrb.gov).

**NEUTRAL REFERENCE** — Should Tiris Coates waive reinstatement, the Charged Party agrees to provide a neutral reference for him upon request as follows: in response to inquiries from prospective employers, the Charged Party will only confirm that the individual worked with the Charged Party, the dates of work, and his rate of pay.

**SCOPE OF THE AGREEMENT** — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence. By approving this Agreement, the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

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**PARTIES TO THE AGREEMENT** — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a 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.

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**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 includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. 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 that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. 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 Charged Party agrees that the Board may then issue an order providing, as elected by the Regional Director, a full remedy for the violations found as is appropriate to remedy such violations, and/or an order requiring the Charged Party to perform terms of this settlement agreement as specified by the Regional Director. 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.

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<b>Charged Party</b> <b>A-1 Quality Logistical Solutions, LLC</b>	<b>Charging Party</b> <b>Tiris Coates</b>
By:    Name and Title                      Date	By:    Name and Title                      Date
<u>/s/ William Foster, Owner                      6/10/2024</u>	<u>/s/Tiris Coates    6/10/2024</u>
Print Name and Title below	Print Name and Title below
WILLIAM FOSTER, OWNER    6/10/2024	TIRIS COATES    6/10/2024

<b>Charged Party</b> <b>Empire Labor Services, LLC</b>	
By:    Name and Title                      Date	
<u>/s/ Richard Mursinna    6/10/2024</u>	
Print Name and Title below	
RICHARD MURSINNA, OWNER    6/10/2024	
Recommended By:    Date	Approved By:    Date
<u>/s/ Alicia Pender Stanley</u> 6/10/2024	<u>/s/ Linda M. Leslie</u> 6/11/2024
Alicia Pender Stanley Field Attorney	LINDA M. LESLIE Regional Director, Region 3

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

**THE NATIONAL LABOR RELATIONS ACT 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** interfere with, restrain, or coerce you in the exercise of the above rights.

**WE WILL NOT** discharge you for engaging in protected concerted activity.

**WE WILL NOT** tell you that you were discharged because you engaged in protected concerted activity.

**WE WILL NOT** maintain unlawful portions of our Independent Contractor Agreement and Non-Disclosure Agreement. Nothing in the Independent Contractor Agreement and Non-Disclosure Agreement shall restrict or prevent individuals from discussing the terms and conditions of their engagement or to otherwise engage in protected concerted activity.

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

**WE WILL** within 14 days of the approval of this settlement, offer Tiris Coates full reinstatement to his former job, or, if his job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.

**WE WILL** within 14 days of the approval of this settlement make Tiris Coates whole for any loss of earnings and benefits resulting from his discharge, less any interim earnings, plus interest, and **WE WILL** make Tiris Coates whole for reasonable search-for-work, other consequential damages, and interim employment expenses, plus interest.

**WE WILL**, within 14 days of the approval of this settlement, compensate Tiris Coates for the adverse tax consequences, if any, of receiving a lump-sum backpay award and **WE WILL** file with the Regional Director for Region 3 of the National Labor Relations Board a report allocating backpay award to the appropriate calendar year and the 2024 W-2 form for Tiris Coates reflecting the backpay.

**WE WILL** within 14 days of the approval of this settlement, send by U.S. Mail a letter of apology to Tiris Coates apologizing for any hardship or distress caused by his discharge.

**WE WILL** within 14 days of the approval of this settlement, remove from our files any references to the unlawful discharge of Tiris Coates, and **WE WILL**, within 3 days thereafter, notify him in writing that this has been done and that the unlawful discharge will not be held against him in any way.

**WE WILL** rescind unlawful portions of our Independent Contractor Agreement and Non-Disclosure Agreement.

**A-1 Quality Logistical Solutions, LLC**  
(Employer)

**Dated:** 6/10/2024

**By:** William Foster Owner

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(Representative)

(Title)

**Empire Labor Services, LLC**

(Employer)

**Dated:** 6/10/2024

**By:** Robert Mursinna  
(Representative)

Owner  
(Title)

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*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Callers who are deaf or hard of hearing who wish to speak to an NLRB representative should send an email to [relay.service@nlrb.gov](mailto:relay.service@nlrb.gov). An NLRB representative will email the requestor with instructions on how to schedule a relay service call.*

130 S Elmwood Ave Ste 630  
Buffalo, NY 14202-2465

**Telephone:** (716)551-4931  
**Hours of Operation:** 8:30 a.m. to 5 p.m.

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

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

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