

5F1

**Department: Palm Tran**

## Date \_\_\_\_\_

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

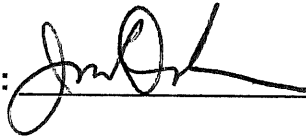
Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	\$0	\$0	\$0	\$0	\$0
Operating Costs	\$250,000	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
(County)					
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	\$250,000	\$0	\$0	\$0	\$0
# Additional FTE	0	0	0	0	0
Positions (Cumulative)					
Is Item Included in Current Budget:	Yes	_____	No	_____	x

Budget Account No:  
0001-820-9900-9901 Contingency Reserves

Reporting Category:

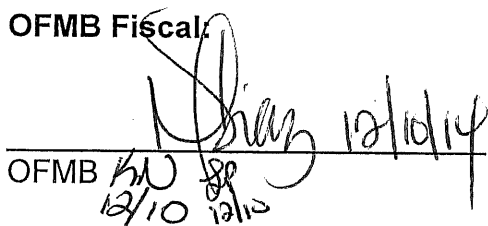
B. Recommended Sources of Funds/Summary of Fiscal Impact:

Departmental Fiscal Review:



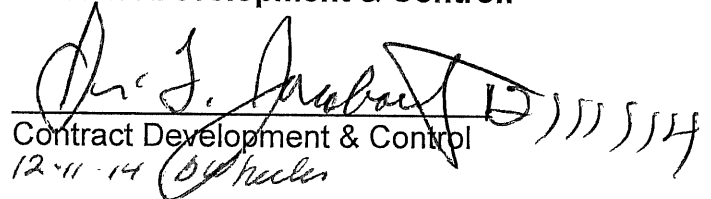
III. REVIEW COMMENTS

OFMB Fiscal:



OFMB 12/10/14

Contract Development & Control:



Contract Development & Control 12-11-14

Legal Sufficiency:



Assistant County Attorney 12/12/14

Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

**Background and Justification:** *(continued from page 1)* On October 21, 2014, the ATU formally notified the County of its Section 13(c) claim against the County and Metro. The ATU's claim arises out of Section 13(c) violations it asserts were committed by Metro and which are the basis for the Supplemental Decision of NLRB Administrative Law Judge Ringler in NLRB Case 12-CA-025842. ALJ Ringler determined that certain employees of Metro are owed backpay from Metro in the cumulative sum of \$1,964,255, plus interest. ATU contends that Metro will not be able to pay all backpay owed and to fully remedy its violations of Section 13(c) due to Metro's financial condition, and that the County is responsible under its Section 13(c) Agreements with ATU for any unpaid backpay.

At the time ATU notified the County of its Section 13(c) formal claim, Metro, ATU and the NLRB were discussing settlement of the NLRB's case. Metro, ATU and the NLRB have recently agreed to settle Case 12-CA-025842 and executed a Compliance Agreement addressing Metro's monetary obligations and establishing other terms for the resolution of the matter. Under the Compliance Agreement, \$500,000 is to be paid to the NLRB and will be distributed as determined by the NLRB. The Compliance Agreement is also contingent upon a contribution of \$250,000 from the County. The County's contribution is made for the purposes of resolving all obligations that the County may have to ATU and/or any employee under 49 USC 5333b (commonly known as Section 13(c)).

The Settlement Agreement and Release with ATU provides that the County's contribution of \$250,000 is made in exchange for a full and complete release, accord and satisfaction of all claims (both by ATU and past and present individual ATU members) relating to ATU's formal claim, NLRB Case 12-CA-025842, the County's 13(c) documents and Section 13(c) law. ATU has also agreed that it will not object to future federal grants based upon the alleged acts or omissions of Metro relating to the paratransit contracts with the County.

The Agreement with Metro addresses the County's contribution of \$250,000 and Metro's payment of \$500,000 (consisting of \$250,000 to be paid by Metro and the \$250,000 to be contributed by County) to be made to the NLRB to resolve Case 12-CA-025842 and acknowledges that the contribution from the County is made for the purpose of resolving all obligations that the County has or may have to ATU or any employee of Metro under Section 13(c). The County's contribution will be transferred to the NLRB pursuant to the terms of the Escrow Agreement. No funds will be contributed by County until after the Escrow Agent has notified the County that it has received Metro's payment.

The approval and implementation of these documents will fully resolve and conclude Metro's proceedings before the NLRB and ATU's formal Section 13(c) claim against the County and Metro.

**AGREEMENT**  
**By and Between**  
**Metro Mobility Management Group, LLC**  
**And**

**Palm Beach County, Florida**

**(Relating to R2004-2447, as amended by R2005-0692, a Second Amendment dated April 10, 2006, R2007-2120, R2011-0080 and R2012-0292, and to R2012-0934 and R2014-0101**

**THIS AGREEMENT**, entered into at West Palm Beach, Florida, by and between Palm Beach County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter "County") and Metro Mobility Management Group, LLC (hereinafter "Metro Mobility" or "MMMG"), this \_\_\_\_ day of \_\_\_\_\_, 2014,

**WITNESSETH:**

**WHEREAS**, by letter dated October 21, 2014, ATU Local 1577 (also referred to herein as "ATU") asserted a formal claim against Palm Beach County Board of County Commissioners, Palm Beach County Transit and Metro Mobility Management Group, LLC ("MMMG" or "Metro Mobility") pursuant to the July 26, 1977 Section 13(c) Agreement by and between Palm Beach County and ATU, and the July 23, 1975 National (Model) Section 13(c) Agreement, both of which are supplemented by a letter dated July 26, 1977 from Palm Beach County and the Letter of Agreement entered into on June 2, 1998 (hereinafter the "Palm Beach County 13c Documents"); and

**WHEREAS**, Palm Beach County and Metro have entered into contracts for paratransit services (Contract Nos. R2004-2447, as amended and/or assigned, and R2012-0934, as amended by the Settlement Agreement Relating to the Contract for Paratransit Services (hereinafter referred to as the "Paratransit Contracts"); and

**WHEREAS**, ATU has heretofore asserted claims against Metro Mobility with the National Labor Relations Board (hereinafter "NLRB"); and

**WHEREAS**, on September 16, 2014, NLRB Administrative Law Judge Robert A. Ringler issued a Supplemental Decision in Case 12-CA-025842 as to certain actions and omissions of Metro Mobility and calculated damages, found by the ALJ, to be due from MMMG to certain employees in a bargaining unit as to which ATU is the representative (hereinafter the "Supplemental Decision"); and

**WHEREAS**, ATU has heretofore filed Objections to grants of financial assistance sought by County from the Federal Transit Administration (hereinafter "FTA"), including but not limited to FL-37-X082, FL-90-X812 and FL-90-X812 Revised, said Objections being based upon the alleged actions and omissions of Metro Mobility; and

**WHEREAS**, in order to compromise and settle all matters pertaining to and arising from NLRB Case 12-CA-025842, the National Labor Relations Board and Metro Mobility and PTG Enterprises, LLC, for itself and its subsidiaries (hereinafter "PTG"), have entered into a certain Compliance Agreement, a copy of which is attached hereto as Exhibit A, that requires a payment of Five Hundred Thousand and no/100 Dollars (\$500,000.00); and



**WHEREAS**, ATU Local 1577 acquiesces in the aforesaid settlement and has executed the Compliance Agreement to indicate its acquiescence, and has also executed a Settlement Agreement And Release with the County (a copy of which is attached hereto as Exhibit B); and

**WHEREAS**, the County has agreed to contribute Two Hundred Fifty Thousand Dollars (\$250,000.00) of the aforesaid settlement sum in exchange for a full and complete release, accord and satisfaction of all claims (both by ATU and any individual) based upon or arising from or by virtue of or in any way related in any manner to (i) the October 21, 2014 formal claim; (ii) the Supplemental Decision; (iii) the Palm Beach County 13c Documents; and (iv) 49 U.S.C. 5333b.

**IT IS THEREFORE AGREED** by and between the parties as follows.

1. Each of the parties acknowledges the receipt and sufficiency of good and valuable consideration from the other.
2. The parties each warrant and represent that the Recitals are true and correct, and agree that they are incorporated into this Agreement.
3. Palm Beach County shall contribute Two Hundred Fifty Thousand Dollars (\$250,000.00) toward the settlement sum of \$500,000.00, subject to the approval of the Palm Beach County Board of County Commissioners.
  - a. Upon execution of (i) the Compliance Agreement by Metro Mobility, PTG, ATU Local 1577 and the NLRB, (ii) execution of the Settlement Agreement between ATU Local 1577 and the County, and (iii) execution of this Agreement by Metro Mobility and approved by PTG for itself and its subsidiaries, the County shall promptly present this Agreement to the Palm Beach County Board Of County Commissioners for its approval and authorization to remit the \$250,000.00 contribution to the settlement.
  - b. The Compliance Agreement, the Settlement Agreement between ATU Local 1577 and the County, and this Agreement shall be null and void (i) if the Palm Beach County Board of County Commissioners fails or refuses to approve the contribution of \$250,000.00 or (ii) if Metro Mobility fails or refuses to timely pay its obligation of \$250,000.00 under the Compliance Agreement and as further set forth in the Escrow For Collection Agreement National Labor Relations Board ("NLRB") Settlement (hereinafter "Escrow Agreement") executed contemporaneously herewith.
4. The County and Metro have entered into an Escrow Agreement, a copy of which is attached hereto as Exhibit C and incorporated herein by reference.
5. The County does not waive, relinquish or release any claims that it has or may have against Metro by virtue of or arising from the Paratransit Contracts. This Agreement does not amend or modify Metro's obligations under the Paratransit Contracts provided, however that Palm Beach County shall not seek repayment of the financial contribution of \$250,000.00 paid by Palm Beach County.

6. Metro Mobility Management Group, LLC, and PTG, in consideration of Palm Beach County's undertakings herein, including but not limited to the aforesaid financial contribution, the receipt and sufficiency of which is hereby acknowledged, do hereby demise, waive, release, acquit, satisfy and forever discharge Palm Beach County and Palm Tran, Inc., (hereinafter referred to as "Palm Tran") including any and all of County's and Palm Tran's respective current and former elected and appointed officers, agents, employees, County Commissioners, affiliates, members, heirs, legal representatives, insurers, excess insurers, and assigns, jointly and severally, and in their personal and official capacities, of and from all action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, of any kind or nature, whether known or unknown, which Metro Mobility and/or PTG ever had, now have, may have or which any personal representative, successor or assign of said Metro Mobility and/or PTG had, hereafter can, shall or may have, against County and/or Palm Tran, including but not limited to any and all causes of actions, claims or demands, that Metro Mobility and/or PTG had, have, or may have connected to, arising out of, or related in any manner whatsoever, to the Paratransit Contracts, or any acts, activities, or failures to act of the County and/or Palm Tran, whether or not related to or connected, in any manner whatsoever, to the Paratransit Contracts, all claims the NLRB has or may have against the County and/or Palm Tran, and for any and all manner of actions, claims, cause or causes of action or damages not included within the foregoing. Metro Mobility and PTG expressly acknowledge that this waiver and release is intended to be a full and final bar to its/their pursuit of any and all manner of actions, claims, cause or causes of action or damages claims against the County and/or Palm Tran in any forum whatsoever.
7. Metro Mobility and PTG agree and promise to defend, indemnify, save and hold harmless the County and Palm Tran, Inc., from and against any and all actions, causes of actions, debts, requests and/or demands for payment, including without limitation the filing of a claim or lawsuit against the County and/or Palm Tran and to pay all of the County's and Palm Tran's attorney's fees, expenses, and costs, and the costs and expenses of appeal, arising out of or related in any way whatsoever to the Paratransit Contracts, this Agreement and/or any Agreement identified in Paragraphs 3(a) and 3(b) above.
8. This Agreement shall be construed in accordance with the laws of the State of Florida.
9. The parties warrant and represent that the statements set forth in the Recitals above are true and correct, and agree that they are incorporated in and made a part of this Agreement.

10. Metro Mobility shall be responsible for (or reimburse to County) all expense charged by financial institutions incident to the County's transmittal of the financial contribution pursuant to the Escrow Agreement.
11. Venue for all causes of action arising from or by virtue of this Agreement shall be exclusively the state courts of the state of Florida located in the Fifteenth Judicial Circuit.
12. PTG does hereby acknowledge that it will benefit from the contribution of the County described in Paragraph 3 above, and that such benefit is good and sufficient consideration for the release, waiver and indemnification obligations described in Paragraph 6 and Paragraph 7 above. PTG further acknowledges that notwithstanding the foregoing, it is not an intended third party beneficiary of this Agreement and shall not have standing to nor shall it make and demand, assert any claim or file any cause of action against the County and/or Palm Tran, Inc. for any reason whatsoever. The parties further acknowledge that this Agreement is not intended, nor shall it be construed to create, any third party beneficiary other than Palm Tran.
13. Nothing contained in this Agreement, any agreement described in paragraph 3 above, or the County's contribution constitutes nor shall be construed or deemed an admission of fault, responsibility or acknowledgment of liability by County and/or Palm Tran, or their respective officers, attorneys, employees, servants or agents, in either their individual or official capacities for: (i) the alleged actions and omissions of Metro and/or PTG; and (ii) any alleged failure to comply with 49 USC 5333b, the Palm Beach County 13c Documents, or the Supplemental Decision; (iii) any violation of state, federal or local law and (iv) any act or omission of County and/or Palm Tran, regardless of its type of nature. Moreover, this Agreement shall not be admissible in any legal, equitable or administrative proceeding or before any state or federal court or any governmental agency except for the purpose of enforcing its terms.
14. Each party and its counsel have reviewed and revised this Agreement. Consequently, the rule of construction that ambiguities are resolved against the drafting party must not be employed to interpret this Agreement or its amendments.
15. This Agreement represents the entire and integrated agreement between the parties and cannot be waived, modified or amended without prior execution of a written agreement executed with equal dignity as this Agreement, including but not limited to any prior approval required by the Palm Beach County Board Of County Commissioners.

In Witness Whereof, the undersigned parties have made and executed this Agreement on the day and year first written above.

ATTEST:  
Sharon R. Bock Clerk & Comptroller

Palm Beach County, Florida, by its  
Board of County Commissioners

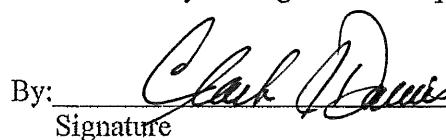
By: \_\_\_\_\_  
Deputy Clerk

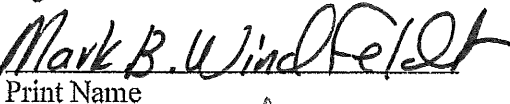
By: \_\_\_\_\_  
Shelley Vana, Mayor

Witnesses:

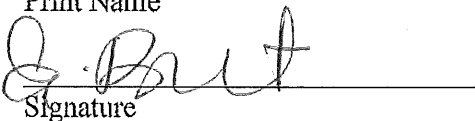
Metro Mobility Management Group, LLC

  
Signature

By:   
Signature

  
Print Name

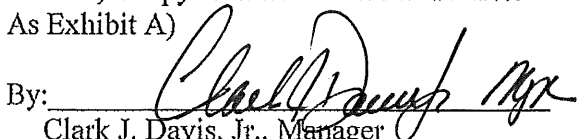
Clark J. Davis  
Print Name

  
Signature

Manager  
Title

  
Print Name

Acknowledged and Agreed to by:  
PTG Enterprises, LLC, and its subsidiaries  
(as further identified in Footnote # 1, in the  
NLRB Region.12, Compliance Agreement  
and stipulation pertaining to Case 12-CA-  
025842, a copy of which is attached hereto  
As Exhibit A)

By:   
Clark J. Davis, Jr., Manager  
PTG Enterprises, LLC and its Subsidiaries

Approved for Form  
and Legal Sufficiency

Approved as to Terms  
and Conditions

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Palm Tran Interim Executive Director

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 12

In the Matter of

PALM BEACH METRO TRANSPORTATION, LLC and its  
successor, METRO MOBILITY MANAGEMENT GROUP, LLC

and

Case 12-CA-025842

AMALGAMATED TRANSIT UNION, AFL-CIO, LOCAL 1577

COMPLIANCE AGREEMENT

It is hereby stipulated and agreed to by and between Palm Beach Metro Transportation, LLC, and its successor, Metro Mobility Management Group, LLC, herein collectively called Respondent, PTG Enterprises, LLC on behalf of itself and all of its subsidiaries, herein collectively called PTG,<sup>1</sup> Amalgamated Transit Union, AFL-CIO, Local 1577, herein called the Union, and Region 12 of the National Labor Relations Board that:

1. On July 26, 2011, the National Labor Relations Board, herein called the Board, issued a Decision and Order in Case 12-CA-025842, reported at 357 NLRB No. 26, which was enforced by the United States Court of Appeals for the Eleventh Circuit, on March 2, 2012, reported at 459 Fed. Appx. 874. Among other requirements, the enforced Board Order requires Respondent to:

(a) Before implementing any reduction of the number of hours or days of work or other changes affecting the wages, hours, and other terms and conditions of employment of unit employees, notify and, on request, bargain with Amalgamated Transit Union, AFL-CIO, Local 1577 as the exclusive collective-bargaining representative of employees in the following appropriate bargaining unit:

All full-time and regular part-time operators employed by the Company performing Para-transit duties for Palm Beach County out of its facility located at West Palm Beach, Florida; excluding all other employees, professional employees, office clerical employees, guards and supervisors as defined in the Act.

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<sup>1</sup> As used herein, "PTG" refers to PTG Enterprises, LLC and all of its subsidiaries. The subsidiaries of PTG Enterprises, LLC are: Northern Florida Transportation Group, LLC; Jacksonville Sedan Transportation Services, LLC; Go Airport Shuttle & Sedan of Jacksonville, LLC; Metro Mobility of Jacksonville, LLC; Yellow Cab of Jacksonville Group, LLC; Go Towne Cars DTW, LLC; Peninsula Propane Services, LLC; Mobility Transit Services, LLC; Florida Gulf Coast Transportation, LLC; Gulf Coast Yellow Cab, LLC; Gulf Coast Metro Cab, LLC; Gulf Coast Executive Transportation Services, LLC; Tampa Bay Area Yellow Cab, LLC; Taxi Top Media, LLC; Southeastern Florida Transportation Group, LLC; Go Airport Shuttle & Sedan of Palm Beach, LLC; Yellow Cab of Palm Beach, LLC; Paramedical Transportation, LLC; Metro Mobility Management Group, LLC; and Peninsula Transportation Management Group, LLC.



(b) Make unit employees whole for any loss of earnings and other benefits suffered as a result of the unilateral reduction in hours and days of work in the manner set forth in the remedy section of the decision.

(c) Preserve, and within 14 days of a request, or such additional time as the Regional Director for Region 12 may allow for good cause shown, provide at a reasonable place designated by the Board or its agents all payroll records, Social Security payment records, time cards, personnel records and reports, and all other records, including an electronic copy of the records if stored in electronic form, necessary to analyze the amount of any back pay due under the terms of this Order.

2. On January 31, 2014, the Regional Director of Region 12 of the Board issued an Amended Compliance Specification and Notice of Hearing in Case 12-CA-025842.

3. On September 26, 2014, Administrative Law Judge Robert A. Ringler issued a Supplemental Decision in Case 12-CA-025842, reported at JD(ATL)-26-14.

4. Respondent, the Union, and the General Counsel of the Board, by the Regional Director of Region 12, hereby waive their rights to file exceptions, cross-exceptions and/or briefs with the Board challenging ALJ Ringler's Supplemental Decision in Case 12-CA-025842, and waive all other legal challenges to the accuracy of the backpay figures and determinations set forth in ALJ Ringler's Supplemental Decision. However, it is specifically agreed and understood that, should Palm Beach County not authorize the payment referenced in paragraph 6 below, the parties would have the ability to file exceptions challenging the aforementioned Supplemental Decision on or before December 23, 2014.

5. Respondent and PTG stipulate that at all material times they have been affiliated business enterprises with common officers, owners, directors, management and supervision; have formulated and administered a common labor policy; have shared premises and facilities; have had interrelated operations with common insurance, purchasing, banking, financing, marketing and sales; and are a single employer within the meaning of the National Labor Relations Act.

6. This Compliance Agreement is fully contingent upon a contribution of \$250,000.00 from Palm Beach County to Respondent for the purpose of resolving all claims against Respondent and PTG and all obligations Palm Beach County has or may have to the Union and/or any employee of Respondent under, by virtue of, or arising from 49 U.S.C. 5333b. It is anticipated that the Palm Beach County Board of Commissioners will authorize said payment at its next meeting, scheduled on December 16, 2014. Respondent anticipates that Palm Beach County will make said payment to Respondent's escrow agent by no later than December 23, 2014. The parties hereto agree that, should the Palm Beach County Board of Commissioners not authorize such payment, this Agreement shall become null and void.

7. Respondent, PTG, the Union and Region 12 have reached the following agreement on the monetary obligations of Respondent that are required by the Supplemental Decision of ALJ Ringler in Case 12-CA-025842, and the Board Order that will issue adopting ALJ Ringler's Supplemental Decision:

- A. By no later than December 30, 2014, Respondent or its escrow agent will wire \$500,000.00 to the National Labor Relations Board, with the understanding that these monies will be distributed as determined by the Regional Director of Region 12 of the Board in her sole discretion among the located backpay recipients named in Appendices

A and B of ALJ Ringler's recommended supplemental Order, and no monies will be returned to Respondent. The parties agree that all disbursements will be handled by the Board's Finance Branch in accordance with Agency policy and routine compliance procedures. The Board will be responsible for making the appropriate tax deductions from backpay wages, for remitting Respondent's FICA tax contributions to the appropriate tax authorities, and for providing tax reports to employees to use in filing income tax returns. It is understood and agreed that the backpay amounts specified in ALJ Ringler's recommended supplemental Order in Case 12-CA-025842 are correct. Nevertheless, it is further understood and agreed that the aforementioned payment of \$500,000.00 by Respondent and PTG shall fully satisfy all of the monetary obligations of Respondent and PTG in Case 12-CA-025842, including any additional claim for back pay and/or interest for any period of time not covered by Judge Ringler's Supplemental Decision arising from Case 12-CA-025842.

B. By no later than December 30, 2014, Respondent will provide Region 12 of the Board with records showing the names, social security numbers, last known addresses, last known telephone numbers and last known electronic mail addresses, if any, for each of the employees named in Appendices A and B of the Amended Compliance Specification in Case 12-CA-025842. Upon request thereafter, Respondent will also provide Region 12 with additional records and information necessary to effectuate compliance in Case 12-CA-025842.

C. The Union, the Board and Region 12 acknowledge that the payment of \$500,000.00 described above in paragraph 7.A shall fully satisfy the obligations of the following entities and persons to remedy the unfair labor practices found in Case 12-CA-025842 and/or any other case that has been filed by the Union against Respondent prior to the date of execution of this Agreement: Respondent, PTG, the current officers of Respondent and PTG including Clark J. Davis, Jr. and Mark B. Windfeldt, former interim CEO of PTG Margaret J. Smith, and the shareholders of Respondent and PTG, including but not limited to Boathouse Capital LP, its principals and affiliates, specifically including Kenneth E. Jones, Chong Moua, Boathouse Capital GP LLC and Boathouse Capital Management LLC. The Union, the Board and Region 12 further acknowledge that they shall not seek any remedy from SuperTaxi, Inc. or TransDev Services, Inc. in, resulting or arising from Case 12-CA-025842 that is based on the fact that SuperTaxi, Inc. and/or TransDev Services, Inc. purchased certain assets of PTG related to its taxi operations that do not include paratransit vehicles, paratransit equipment, or other paratransit assets.


8. It is understood and agreed by the undersigned parties that notwithstanding the provisions of paragraph 7.C above, Region 12, the General Counsel of the Board, and the Board may seek additional remedies and payment of monetary obligations in Case 12-CA-025842 pursuant to ALJ Ringler's recommended supplemental Order, the forthcoming Supplemental Decision and Order of the Board adopting ALJ Ringler's Supplemental Decision, and the enforced Board Order reported at 357 NLRB No. 26, from entities and persons other than the entities and persons named above in paragraph 7.C, including but not limited to Peninsula Transportation Group, LLC, the Jean Meathe Irrevocable Trust, Cullan F. Meathe, Jenny E. Meathe, Traver W. Meathe, Jean A. Meathe, Anthony Patanella, and Alan I. Shanaman, and any entities other than the entities specifically referenced above in paragraph 7.C in which Peninsula

Palm Beach Metro Transportation, LLC and  
Metro Mobility Management Group, LLC  
Case 12-CA-025842

Compliance Agreement

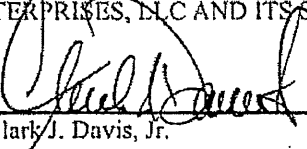
Transportation Group, LLC, the Jean Meathe Irrevocable Trust, Cullan F. Meathe, Jenny E. Meathe,  
Traver W. Meathe, Jean F. Meathe, Anthony Patanella and/or Alan I. Shanaman have an interest.

PALM BEACH METRO TRANSPORTATION, LLC and  
its successor, METRO MOBILITY MANAGEMENT GROUP, LLC

By:   
Clark J. Davis, Jr.  
Manager  
Metro Mobility Management Group, LLC

Date: 11/20/14

PTG ENTERPRISES, LLC AND ITS SUBSIDIARIES

By:   
Clark J. Davis, Jr.  
Manager  
PTG Enterprises, LLC

Date: 11/20/14

AMALGAMATED TRANSIT UNION, AFL-CIO,  
LOCAL 1577

By: \_\_\_\_\_  
Joseph J. Pass, Esq.  
Jubelirer, Pass & Intreiri  
Counsel for Amalgamated Transit Union, AFL-CIO,  
Local 1577

Date: \_\_\_\_\_

APPROVED:

  
Margaret J. Diaz  
Regional Director  
National Labor Relations Board, Region 12

Date: 11/28/2014



**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 12**

In the Matter of

PALM BEACH METRO TRANSPORTATION, LLC and its  
successor, METRO MOBILITY MANAGEMENT GROUP, LLC

and

Case 12-CA-025842

AMALGAMATED TRANSIT UNION, AFL-CIO, LOCAL 1577

**COMPLIANCE AGREEMENT**

It is hereby stipulated and agreed to by and between Palm Beach Metro Transportation, LLC, and its successor, Metro Mobility Management Group, LLC, herein collectively called Respondent, PTG Enterprises, LLC on behalf of itself and all of its subsidiaries, herein collectively called PTG,<sup>1</sup> Amalgamated Transit Union, AFL-CIO, Local 1577, herein called the Union, and Region 12 of the National Labor Relations Board that:

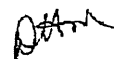
1. On July 26, 2011, the National Labor Relations Board, herein called the Board, issued a Decision and Order in Case 12-CA-025842, reported at 357 NLRB No. 26, which was enforced by the United States Court of Appeals for the Eleventh Circuit, on March 2, 2012, reported at 459 Fed. Appx. 874. Among other requirements, the enforced Board Order requires Respondent to:

(a) Before implementing any reduction of the number of hours or days of work or other changes affecting the wages, hours, and other terms and conditions of employment of unit employees, notify and, on request, bargain with Amalgamated Transit Union, AFL-CIO, Local 1577 as the exclusive collective-bargaining representative of employees in the following appropriate bargaining unit:

All full-time and regular part-time operators employed by the Company performing Para-transit duties for Palm Beach County out of its facility located at West Palm Beach, Florida; excluding all other employees, professional employees, office clerical employees, guards and supervisors as defined in the Act.

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<sup>1</sup> As used herein, "PTG" refers to PTG Enterprises, LLC and all of its subsidiaries. The subsidiaries of PTG Enterprises, LLC are: Northern Florida Transportation Group, LLC; Jacksonville Sedan Transportation Services, LLC; Go Airport Shuttle & Sedan of Jacksonville, LLC; Metro Mobility of Jacksonville, LLC; Yellow Cab of Jacksonville Group, LLC; Go Towne Cars DTW, LLC; Peninsula Propane Services, LLC; Mobility Transit Services, LLC; Florida Gulf Coast Transportation, LLC; Gulf Coast Yellow Cab, LLC; Gulf Coast Metro Cab, LLC; Gulf Coast Executive Transportation Services, LLC; Tampa Bay Area Yellow Cab, LLC; Taxi Top Media, LLC; Southeastern Florida Transportation Group, LLC; Go Airport Shuttle & Sedan of Palm Beach, LLC; Yellow Cab of Palm Beach, LLC; Paramedical Transportation, LLC; Metro Mobility Management Group, LLC; and Peninsula Transportation Management Group, LLC.



(b) Make unit employees whole for any loss of earnings and other benefits suffered as a result of the unilateral reduction in hours and days of work in the manner set forth in the remedy section of the decision.

(c) Preserve, and within 14 days of a request, or such additional time as the Regional Director for Region 12 may allow for good cause shown, provide at a reasonable place designated by the Board or its agents all payroll records, Social Security payment records, time cards, personnel records and reports, and all other records, including an electronic copy of the records if stored in electronic form, necessary to analyze the amount of any back pay due under the terms of this Order.

2. On January 31, 2014, the Regional Director of Region 12 of the Board issued an Amended Compliance Specification and Notice of Hearing in Case 12-CA-025842.

3. On September 26, 2014, Administrative Law Judge Robert A. Ringler issued a Supplemental Decision in Case 12-CA-025842, reported at JD(ATL)-26-14.

4. Respondent, the Union, and the General Counsel of the Board, by the Regional Director of Region 12, hereby waive their rights to file exceptions, cross-exceptions and/or briefs with the Board challenging ALJ Ringler's Supplemental Decision in Case 12-CA-025842, and waive all other legal challenges to the accuracy of the backpay figures and determinations set forth in ALJ Ringler's Supplemental Decision. However, it is specifically agreed and understood that, should Palm Beach County not authorize the payment referenced in paragraph 6 below, the parties would have the ability to file exceptions challenging the aforementioned Supplemental Decision on or before December 23, 2014.

5. Respondent and PTG stipulate that at all material times they have been affiliated business enterprises with common officers, owners, directors, management and supervision; have formulated and administered a common labor policy; have shared premises and facilities; have had interrelated operations with common insurance, purchasing, banking, financing, marketing and sales; and are a single employer within the meaning of the National Labor Relations Act.

6. This Compliance Agreement is fully contingent upon a contribution of \$250,000.00 from Palm Beach County to Respondent for the purpose of resolving all claims against Respondent and PTG and all obligations Palm Beach County has or may have to the Union and/or any employee of Respondent under, by virtue of, or arising from 49 U.S.C. 5333b. It is anticipated that the Palm Beach County Board of Commissioners will authorize said payment at its next meeting, scheduled on December 16, 2014. Respondent anticipates that Palm Beach County will make said payment to Respondent's escrow agent by no later than December 23, 2014. The parties hereto agree that, should the Palm Beach County Board of Commissioners not authorize such payment, this Agreement shall become null and void.

7. Respondent, PTG, the Union and Region 12 have reached the following agreement on the monetary obligations of Respondent that are required by the Supplemental Decision of ALJ Ringler in Case 12-CA-025842, and the Board Order that will issue adopting ALJ Ringler's Supplemental Decision:

- A. By no later than December 30, 2014, Respondent or its escrow agent will wire \$500,000.00 to the National Labor Relations Board, with the understanding that these monies will be distributed as determined by the Regional Director of Region 12 of the Board in her sole discretion among the located backpay recipients named in Appendices

A and B of ALJ Ringler's recommended supplemental Order, and no monies will be returned to Respondent. The parties agree that all disbursements will be handled by the Board's Finance Branch in accordance with Agency policy and routine compliance procedures. The Board will be responsible for making the appropriate tax deductions from backpay wages, for remitting Respondent's FICA tax contributions to the appropriate tax authorities, and for providing tax reports to employees to use in filing income tax returns. It is understood and agreed that the backpay amounts specified in ALJ Ringler's recommended supplemental Order in Case 12-CA-025842 are correct. Nevertheless, it is further understood and agreed that the aforementioned payment of \$500,000.00 by Respondent and PTG shall fully satisfy all of the monetary obligations of Respondent and PTG in Case 12-CA-025842, including any additional claim for back pay and/or interest for any period of time not covered by Judge Ringler's Supplemental Decision arising from Case 12-CA-025842.

B. By no later than December 30, 2014, Respondent will provide Region 12 of the Board with records showing the names, social security numbers, last known addresses, last known telephone numbers and last known electronic mail addresses, if any, for each of the employees named in Appendices A and B of the Amended Compliance Specification in Case 12-CA-025842. Upon request thereafter, Respondent will also provide Region 12 with additional records and information necessary to effectuate compliance in Case 12-CA-025842.

C. The Union, the Board and Region 12 acknowledge that the payment of \$500,000.00 described above in paragraph 7.A shall fully satisfy the obligations of the following entities and persons to remedy the unfair labor practices found in Case 12-CA-025842 and/or any other case that has been filed by the Union against Respondent prior to the date of execution of this Agreement: Respondent, PTG, the current officers of Respondent and PTG including Clark J. Davis, Jr. and Mark B. Windfeldt, former interim CEO of PTG Margaret J. Smith, and the shareholders of Respondent and PTG, including but not limited to Boathouse Capital LP, its principals and affiliates, specifically including Kenneth E. Jones, Chong Moua, Boathouse Capital GP LLC and Boathouse Capital Management LLC. The Union, the Board and Region 12 further acknowledge that they shall not seek any remedy from SuperTaxi, Inc. or TransDev Services, Inc. in, resulting or arising from Case 12-CA-025842 that is based on the fact that SuperTaxi, Inc. and/or TransDev Services, Inc. purchased certain assets of PTG related to its taxi operations that do not include paratransit vehicles, paratransit equipment, or other paratransit assets.

8. It is understood and agreed by the undersigned parties that notwithstanding the provisions of paragraph 7.C above, Region 12, the General Counsel of the Board, and the Board may seek additional remedies and payment of monetary obligations in Case 12-CA-025842 pursuant to ALJ Ringler's recommended supplemental Order, the forthcoming Supplemental Decision and Order of the Board adopting ALJ Ringler's Supplemental Decision, and the enforced Board Order reported at 357 NLRB No. 26, from entities and persons other than the entities and persons named above in paragraph 7.C, including but not limited to Peninsula Transportation Group, LLC, the Jean Meathe Irrevocable Trust, Cullan F. Meathe, Jenny E. Meathe, Traver W. Meathe, Jean A. Meathe, Anthony Patanella, and Alan I. Shanaman, and any entities other than the entities specifically referenced above in paragraph 7.C in which Peninsula

Palm Beach Metro Transportation, LLC and  
Metro Mobility Management Group, LLC  
Case 12-CA-025842

Compliance Agreement

Transportation Group, LLC, the Jean Meathe Irrevocable Trust, Cullan F. Meathe, Jenny E. Meathe,  
Traver W. Meathc, Jean F. Meathc, Anthony Patanella and/or Alan I. Shanaman have an interest.

PALM BEACH METRO TRANSPORTATION, LLC and  
its successor, METRO MOBILITY MANAGEMENT GROUP, LLC

By: \_\_\_\_\_  
Clark J. Davis, Jr.  
Manager  
Metro Mobility Management Group, LLC

Date: \_\_\_\_\_

PTG ENTERPRISES, LLC AND ITS SUBSIDIARIES

By: \_\_\_\_\_  
Clark J. Davis, Jr.  
Manager  
PTG Enterprises, LLC

Date: \_\_\_\_\_

AMALGAMATED TRANSIT UNION, AFL-CIO,  
LOCAL 1577

By: Dwight H. Mattingly  
~~Joseph J. Pass, Esq.~~ ~~Dwight H. Mattingly~~  
~~Adm. Counsel, Pass & Intrain~~ ~~President (Business Agent~~  
Counsel for Amalgamated Transit Union, AFL-CIO,  
Local 1577

Date: 11/25/2014

APPROVED:

Margaret J. Diaz  
Regional Director  
National Labor Relations Board, Region 12

Date: 11/28/2014

# SETTLEMENT AGREEMENT AND RELEASE

**THIS AGREEMENT**, entered into at West Palm Beach, Florida, by and between Palm Beach County, Florida, a political subdivision of the State of Florida by and through its Board Of County Commissioners (also referred to herein as "County" or "PBC") and Amalgamated Transit Union Local Union 1577 (hereinafter "ATU"), this \_\_\_\_ day of \_\_\_\_\_, 2014,

## WITNESSETH:

**WHEREAS**, by letter dated October 21, 2014, ATU asserted a formal claim against Palm Beach County Board of County Commissioners, Palm Beach County Transit and Metro Mobility Management Group, LLC ("MMMGM" or "Metro Mobility") pursuant to the Section 13(c) Agreement by and between PBC and ATU Local 1577 dated July 26, 1977, and the July 23, 1975 National (Model) Section 13(c) Agreement, both of which are supplemented by a letter dated July 26, 1977 from Palm Beach County and the Letter of Agreement entered into on June 2, 1998 (hereinafter the "Palm Beach County 13c Documents"); and

**WHEREAS**, ATU has heretofore asserted claims against Metro Mobility with the National Labor Relations Board (hereinafter "NLRB"); and

**WHEREAS**, on September 16, 2014, NLRB Administrative Law Judge Robert A. Ringler issued a Supplemental Decision in Case 12-CA-025842 as to certain alleged actions and omissions of Metro Mobility and calculated damages found by the ALJ to be due to certain employees in a bargaining unit as to which ATU is the representative (hereinafter the "Supplemental Decision"); and

**WHEREAS**, ATU has heretofore filed Objections to grants of financial assistance sought by PBC from the Federal Transit Administration (hereinafter "FTA"), including but not limited to FL-37-X082, FL-90-X812 and FL-90-X812 Revised, said Objections being based upon the alleged actions and omissions of Metro Mobility; and

**WHEREAS**, in order to compromise and settle all matters pertaining to and arising from NLRB Case 12-CA-025842, the National Labor Relations Board and Metro Mobility are entering into a certain Compliance Agreement, a copy of which is attached hereto as Exhibit A, that requires a payment of Five Hundred Thousand and no/100 Dollars (\$500,000.00); and

**WHEREAS**, ATU Local 1577 acquiesces in the aforesaid settlement and has executed the Compliance Agreement to indicate its acquiescence; and

**WHEREAS**, PBC has agreed to contribute Two Hundred Fifty Thousand Dollars (\$250,000.00) of the aforesaid settlement sum in exchange for a full and complete release, accord and satisfaction of all claims (both by ATU and past and present individual ATU members ) based upon, arising from, by virtue of or relating in any manner to (i) the October 21, 2014 formal claim; (ii) NLRB Case 12-CA-025842 including but not limited to the Supplemental Decision; (iii) the Palm Beach County 13c Documents; (iv) 49 U.S.C. 5333b and 29 CFR Part 215; and (v) any basis, whether asserted or not asserted, by ATU in the Objections it heretofore filed as to FTA grants FL-37-X082, FL-90-X812 and FL-90-X812 Revised, based on the alleged actions and omissions of Metro Mobility, its predecessor, Palm Beach Metro Transportation, LLC (hereinafter "PBMT") and/or County.

**IT IS THEREFORE AGREED** by and between the parties as follows.

1. Each of the parties acknowledges the receipt and sufficiency of good and valuable consideration from the other.
2. The parties warrant and represent that the statements set forth in the Recitals above are true and correct, and agree that they are incorporated into and made a part of this Agreement.
3. Palm Beach County shall contribute Two Hundred Fifty Thousand Dollars (\$250,000.00) toward the settlement sum of \$500,000.00, subject to the approval of the Palm Beach County Board of County Commissioners. Upon execution of (i) the Compliance Agreement by Metro Mobility, ATU Local 1577 and the NLRB and (ii) execution of this Settlement Agreement, PBC shall promptly seek authorization of the aforesaid \$250,000.00 contribution from the Palm Beach County Board of County Commissioners. This Settlement Agreement shall be null and void (i) if the Palm Beach County Board of Commissioners fails or refuses to approve the contribution of \$250,000.00 or (ii) if Metro Mobility fails or refuses to timely pay its obligation of \$250,000.00 under the Compliance Agreement.
4. ATU for itself and as the authorized labor representative of certain transit workers of Metro Mobility shall not hereafter assert or file any Objection with the United States Department Of Labor as to any Palm Beach County application for federal financial assistance based upon the alleged actions and omissions of Metro Mobility and its predecessors and PTG Enterprises LLC and its subsidiaries which are the subject of (i) the Charge, Decisions and Orders entered in NLRB Case 12-CA-025842; (ii) the Supplemental Decision dated September 16, 2014; (iii) the Compliance Specification, as amended and supplemented; (iv) Compliance Agreement; (v) Objections filed by ATU with U.S. Department of Labor (DOL) as to PBC Grants FL-37-X082, FL-90-X812 and FL-90-X812 Revised; and (vi) any other matter relating to or arising from or out of any contract for paratransit service between PBMT and Palm Beach County and/or Metro Mobility and Palm Beach County.
5. The payment of \$500,000.00 in the Compliance Agreement shall fully satisfy all of the monetary obligations of Metro Mobility in Case 12-CA-025842 and in addition all obligations and liabilities, if any, PBC has or may have to ATU, any past or present ATU Local 1577 member, any and all members of the bargaining unit described in the Supplemental Decision and Compliance Agreement, and/or any employee of Metro Mobility or PBMT under, by virtue of or arising from 49.U.S.C. 5333b. Additionally, the parties agree and understand that neither ATU nor any individual ATU past and present individual ATU member may pursue any claim for back pay or any additional claim arising from 49 U.S.C. 5333b and the Palm Beach County 13c Documents against PBMT, Metro Mobility and/or Palm Beach County.
6. In exchange for the consideration set forth in this Agreement, ATU, for itself and for all individuals who were members of the bargaining unit at any time during the period encompassed by Case 12-CA-025842 or who is or may be eligible for any sum under

or by virtue of the Supplemental Decision, hereby release Palm Beach County, Palm Beach County Board of County Commissioners, Palm Tran, Inc., and their elected and appointed officials, employees, attorneys and agents, from any and all claims arising from the provision of paratransit services by PBMT, Metro Mobility and/or PTG Enterprises, LLC for Palm Beach County and/or Palm Tran, Inc. from the beginning of the world to the date of this Agreement, including but not limited to any claims arising from and/or relating to Case 12-CA-025842, the Palm Beach County 13c Documents or 49 USC 5333(b). The parties further stipulate and agree that no current or former employee of PBMT, Metro Mobility and/or member of ATU Local 1577 shall have the right to pursue any claim for backpay arising from and/or relating to Case 12-CA-025842, including any claims under, by virtue of, or arising from 49 U.S.C. 5333b or the Palm Beach County 13c Documents.

7. In accordance with Paragraph 8 of the Compliance Agreement, this Agreement shall not be deemed or construed so as to waive or limit the right of the General Counsel of the NLRB and the NLRB to seek additional remedies and payment of monetary obligations in Case 12-CA-025842 pursuant to the Supplemental Decision from entities and persons other than the entities and persons named in Paragraph 7(C) of the Compliance Agreement and any entities in which Cullan Meathe has an interest, other than those entities specifically referenced in Paragraph 7(C) of the Compliance Agreement.
8. This Agreement shall be construed in accordance with the laws of the State of Florida.
9. This Agreement and the consideration furnished by the County in the making of this Agreement is the compromise of doubtful and disputed claims and shall not be deemed or construed as an admission of fault, liability or responsibility by Palm Beach County and/or Palm Tran, or their officers, attorneys, employees, servants or agents, in either their individual or official capacities as to any alleged action or omission by PBMT, Metro Mobility, PTG, County or Palm Tran, Inc., or any violation of state, federal or local law, any failure to comply with 49 USC 5333(b), 29 CFR Part 215 or the Palm Beach County 13c Documents, or other act or omission of County or Palm Tran, Inc. This Agreement shall not be admissible for any purpose in any state or federal court, administrative proceeding or governmental agency except for the purpose of enforcing its terms.
10. Venue for all causes of action arising from or by virtue of this Agreement shall be exclusively the state courts of the state of Florida located in the Fifteenth Judicial Circuit.
11. Each party and its counsel have reviewed and revised this Agreement. Consequently, the rule of construction that ambiguities are resolved against the drafting party shall not be employed to interpret this Agreement or its amendments or Exhibits.

12. This Agreement represents the entire and integrated agreement between the parties and cannot be waived, modified or amended without prior execution of a written agreement executed with equal dignity as this Agreement, including but not limited to any prior approval required by the Palm Beach County Board Of County Commissioners.

13. Each person executing this Agreement warrants and represents that she/he is fully authorized to execute this Agreement.

In Witness Whereof, the undersigned parties have made and executed this Agreement on the day and year first written above.

ATTEST:  
Sharon R. Bock Clerk & Comptroller

Palm Beach County, Florida, by its  
Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
, Mayor

Witnesses:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Approved for Form  
and Legal Sufficiency

Approved as to Terms  
and Conditions

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Palm Tran Interim Executive Director



Amalgamated Transit Union Local  
Union 1577

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Robert Molofsky, Esq.  
Special 13c Counsel for ATU  
Local 1577 and past and present  
Individual ATU members

By: Dwight H. Mattingly

Dwight H. Mattingly  
Print Name (Authorized Officer) -  
ATU Local 1577) and past and present  
Individual ATU members

President/Business Agent  
Title:

**ESCROW FOR COLLECTION  
NATIONAL LABOR RELATIONS BOARD ("NLRB") SETTLEMENT**

THIS AGREEMENT is made and entered into at Palm Beach County, Florida, on this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2014, by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its Board of County Commissioners, ("County"), METRO MOBILITY MANAGEMENT GROUP, LLC, a Florida limited liability company, ("Metro") and WEISS SEROTA HELFMAN COLE BIERMAN & POPOK, P.L., a Florida professional limited liability company, ("Escrow Agent") and is witness of the following:

**RECITALS:**

NLRB, County, and Metro have been engaged in proceedings with respect to In the Matter of: Palm Beach Metro Transportation, LLC and its successor, Metro Mobility Management Group, LLC, and Amalgamated Transit Union, AFL-CIO, Local 1577, Case 12-CA-025842, and have reached a settlement of all issues with respect to the same as set forth in that certain (i) Compliance Agreement executed by Metro and the NLRB, in which ATU Local 1577 acquiesces; and (ii) a Settlement Agreement executed by PBC and ATU Local 1577; and (iii) an Agreement executed by Metro and County among the parties of even date herewith (collectively referred to as the "Settlement Agreements").

Under the Settlement Agreements, Metro shall remit a single payment of Five Hundred Thousand Dollars (\$500,000.00) ("Settlement Sum") to the NLRB. Of the Settlement Sum, Metro is to pay Two Hundred Fifty Thousand Dollars (\$250,000.00) ("Metro Share"), and County is to contribute Two Hundred Fifty Thousand Dollars (\$250,000.00) ("County Share") towards (i) the discharge of any claims or causes of action ATU or its members has or may have against either or both County and Metro and (ii) and the discharge of any claims or causes of action NLRB has or may have against Metro.

Escrow Agent has agreed to act as the holder, in its trust account of the Metro Share and the County Share as the same is collected, and upon collection of both the Metro Share and the County Share, to immediately deliver the same to the NLRB for distribution in accordance with the Settlement Agreements and the regulations affecting the same.

**IT IS THEREFORE AGREED:**

1. Within 3 business days after the execution of this Agreement and the Settlement Agreements, Metro shall have delivered good and collected funds to the Escrow Agent in the amount of the Metro Share.
2. METRO and PBC acknowledge and agree that payment of the County Share is expressly conditioned upon approval of payment of the County Share by the Palm Beach County Board Of County Commissioners. Within 2 business days after the delivery to County's Representative of proof of good funds being held by the Escrow Agent in the amount of the Metro Share, and the said approval of the Palm Beach County Board of County Commissioners, the County shall deliver to the Escrow Agent, in good and collected funds, the County Share.

3. Within 1 business day after the Escrow Agent has both the Metro Share and the County Share in its trust account, Escrow Agent shall deliver to the NLRB the total amount so held.

4 Wiring instructions into the Escrow Agent's trust account shall be provided to County's Representative, Shannon LaRocque, Assistant County Administrator and Palm Tran Inc. Interim Executive Director, County Administrator's Office, 301 N. Olive Avenue, West Palm Beach FL 33401, 561-355-2034, [slarocqu@pbcgov.org](mailto:slarocqu@pbcgov.org), who shall promptly transmit same to the Palm Beach County Clerk & Comptroller.

5. Notwithstanding anything herein to the contrary, if Escrow Agent has not received either the Metro Share or the County Share on or before their respective due dates, Escrow Agent shall automatically distribute or cause to be distributed any funds held by it to the original remitter thereof within five business days of such failed delivery.

6. In executing this trust, Escrow Agent shall wire the total of the Metro Share and the County Share to the NLRB according to the following instructions: [TO BE PROVIDED BY NLRB]. After receipt of the Metro Share and the County Share and prior to wiring same to the NLRB, the Escrow Agent shall contact the NLRB and confirm the NLRB wiring instructions.

7. Escrow Agent's sole directive is to determine that it has the Metro and the County shares in good funds in its trust account, to notify the County, and upon delivery of the County Share to distribute the same as set forth herein, or to otherwise take the steps provided in Paragraph 5 above. [As Escrow Agent is providing escrow services solely as an accommodation to settlement and without fee, the moneys will not be placed in interest bearing accounts, and Escrow Agent shall have no liability with respect thereto so long as the distribution is made as provided herein]. If any conflicting instruction should come from either party, to alter or condition any such distribution, the Escrow Agent may immediately deposit the funds in any court of competent jurisdiction and initiate interpleader proceedings for the determination of the correct distribution of funds. The costs of initiating such procedure shall be reimbursed to the Escrow Agent from the corpus of the proceeds, and upon delivery to the court, the Escrow Agent shall have no further duty with respect to the proceeds of the Property. Under no circumstances, other than willful conversion of the proceeds, will the Escrow Agent be liable to any party hereto. Metro and County hereby certify that they are aware the Federal Deposit Insurance Corporation (FDIC) coverages apply only to a maximum amount of \$250,000.00 for each individual depositor. The County and Metro understand that Escrow Agent assumes no responsibility for, nor will County or Metro hold same liable for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's account to exceed \$250,000.00 and that the excess amount is not insured by the Federal Deposit Insurance Corporation.

8. Escrow Agent shall be entitled to consult with counsel of its choosing and shall not be liable for any action suffered or omitted in accordance with the advice of such counsel. In addition to the indemnities provided below, Escrow Agent shall not be liable for, and Metro hereby indemnifies and agrees to save harmless and reimburse Escrow Agent from and against all loss, cost, liability, damage and expense, including outside counsel fees in connection with its acceptance of, or the performance of its duties and obligations.

9. Escrow Agent may act in reliance, with the exercise of reasonable care, upon any writing from County's Representative or the signature of the County's Representative which it, in good

faith, believes to be genuine, may assume the validity and accuracy of any statements or assertions contained in such writing, and may assume that County's Representative has been duly authorized to make such statements or assertions. Escrow Agent may act in reliance, upon any writing, instrument or signature of Metro which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statements or assertions contained in such writing or instrument and may assume that any person purporting to give any writing, notice, advice or instruction for or on behalf of Metro in connection with the provisions hereof has been duly authorized to do so. As to written instructions purporting to be from County's Representative, Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instructions delivered to it so long as the instructions are from County's Representative and conform to the requirements of this Agreement. As to written instructions purporting to be from Metro, Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instructions delivered to it nor as to the identity, authority, or rights of any person executing the same. The duties of Escrow Agent shall be limited to the safekeeping of the Settlement Sum and the disbursement of same in accordance with the written instructions described above. Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no implied duties or obligations shall be read into this Agreement against Escrow Agent. Upon Escrow Agent disbursing the Settlement Sum in accordance with the provisions hereof, the escrow shall terminate. It is understood and agreed that the duties of Escrow Agent are purely ministerial in nature. Escrow Agent shall not be liable to any party hereunder or to anyone else for any act or omission on its part, except in the case of acts of fraud, willful misconduct or negligence.

10. Escrow Agent may resign at any time upon the giving of thirty (30) days' written notice to the parties. In such event, Metro Mobility and the County shall expeditiously and in utmost good faith seek to obtain a successor to Escrow Agent, or to assign this Escrow Agreement to a mutually agreeable Successor Escrow Agent. If a successor to Escrow Agent is not appointed by mutual agreement of the parties within thirty (30) days after notice of resignation, Escrow Agent shall return the Metro Share to Metro Mobility Management Group, LLC at its address set forth in Section 9 and in the manner described in Section 9(iii), and the County Share to County by check made payable to Palm Beach County Board of County Commissioners and sent to County's Representative, Shannon LaRocque, at the address set forth in Section 9 and in the manner described in Section 9(iii), and this Agreement shall be terminated. Nothing contained herein shall be construed to negate, supercede or modify Escrow Agent's duty under Section 5 of this Agreement.

11. County specifically acknowledges that it is aware that the Escrow Agent represents Metro. In the event a conflict arises between County and Metro regarding this Agreement, Escrow Agent reserves the right, in its sole and absolute discretion, to resign as the Escrow Agent without prejudice to or interference with its representation of Metro and County waives any conflict regarding the Escrow Agent's representation of Metro.

12. All notices required herein shall be deemed to have been validly given, as applicable: (i) if given by telecopy, when the telecopy is transmitted to the party's telecopy number specified below and confirmation of complete receipt is received by the transmitting party during normal business hours or on the next business day if not confirmed during normal business hours, (ii) if hand delivered to a party against receipted copy, when the copy of the notice is receipted or

rejected, (iii) if given by certified mail, return receipt requested, postage prepaid, two (2) business days after it is posted with the U.S. Postal Service at the address of the party specified below or (iv) on the next delivery day after such notices are sent by recognized and reputable commercial overnight delivery service marked for next day delivery, return receipt requested or similarly acknowledged:

If to Metro:

with a copy to: Brett J. Schneider, Esq.  
Weiss Serota Helfman Cole Bierman & Popok, PL  
200 East Broward Blvd.  
Suite 1900  
Fort Lauderdale, FL 33301  
Phone: 954-763-4242  
Email: bschneider@wsh-law.com

If to County: Shannon LaRocque  
Assistant County Administrator & Palm Tran Inc. Interim Executive  
Director  
301 North Olive Avenue  
West Palm Beach, FL 33401  
Phone: (561) 355-2034  
Email: [slarocqu@pbcgov.org](mailto:slarocqu@pbcgov.org)

With a copy to: Bruce M. Smith, Esq.  
Apperson Crump PLC  
6070 Poplar Ave., Sixth Floor  
Phone: (901) 756-6300  
Email: bsmith@appersoncrump.com

If to Escrow Agent, to: Weiss Serota Helfman Cole Bierman & Popok, PL  
200 East Broward Blvd.  
Suite 1900  
Fort Lauderdale, FL 33301  
Phone: 954-763-4242

or such other address or addresses as may be expressly designated by any party by notice given in accordance with the foregoing provisions and actually received by the party to whom addressed.

13. This document together with the Settlement Agreements shall constitute the entire understanding of the Parties with respect hereto.

In Witness Whereof, the undersigned parties have made and executed this Agreement on the day and year first written above.

ATTEST:  
Sharon R. Bock Clerk & Comptroller

Palm Beach County, Florida, by its  
Board of County Commissioners

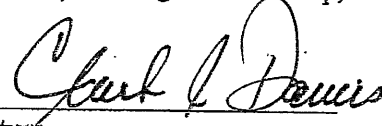
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Shelley Vana, Mayor

Witnesses:

Metro Mobility Management Group, LLC

  
Signature

By:   
Signature

  
Print Name

Clark J. Davis  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Manager  
Title

\_\_\_\_\_  
Print Name

Approved for Form  
and Legal Sufficiency

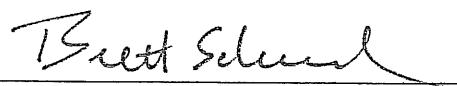
Approved as to Terms  
and Conditions

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Palm Tran Interim Executive Director

ACKNOWLEDGED AND AGREED:

Weiss Serota Helfman Cole Bierman & Popok, PL (Escrow Agent)

By:  (Title)

## SETTLEMENT AGREEMENT AND RELEASE

**THIS AGREEMENT**, entered into at West Palm Beach, Florida, by and between Palm Beach County, Florida, a political subdivision of the State of Florida by and through its Board Of County Commissioners (also referred to herein as "County" or "PBC") and Amalgamated Transit Union Local Union 1577 (hereinafter "ATU"), this \_\_\_\_ day of \_\_\_\_\_, 2014,

### WITNESSETH:

**WHEREAS**, by letter dated October 21, 2014, ATU asserted a formal claim against Palm Beach County Board of County Commissioners, Palm Beach County Transit and Metro Mobility Management Group, LLC ("MMMG" or "Metro Mobility") pursuant to the Section 13(c) Agreement by and between PBC and ATU Local 1577 dated July 26, 1977, and the July 23, 1975 National (Model) Section 13(c) Agreement, both of which are supplemented by a letter dated July 26, 1977 from Palm Beach County and the Letter of Agreement entered into on June 2, 1998 (hereinafter the "Palm Beach County 13c Documents"); and

**WHEREAS**, ATU has heretofore asserted claims against Metro Mobility with the National Labor Relations Board (hereinafter "NLRB"); and

**WHEREAS**, on September 16, 2014, NLRB Administrative Law Judge Robert A. Ringler issued a Supplemental Decision in Case 12-CA-025842 as to certain alleged actions and omissions of Metro Mobility and calculated damages found by the ALJ to be due to certain employees in a bargaining unit as to which ATU is the representative (hereinafter the "Supplemental Decision"); and

**WHEREAS**, ATU has heretofore filed Objections to grants of financial assistance sought by PBC from the Federal Transit Administration (hereinafter "FTA"), including but not limited to FL-37-X082, FL-90-X812 and FL-90-X812 Revised, said Objections being based upon the alleged actions and omissions of Metro Mobility; and

**WHEREAS**, in order to compromise and settle all matters pertaining to and arising from NLRB Case 12-CA-025842, the National Labor Relations Board and Metro Mobility are entering into a certain Compliance Agreement, a copy of which is attached hereto as Exhibit A, that requires a payment of Five Hundred Thousand and no/100 Dollars (\$500,000.00); and

**WHEREAS**, ATU Local 1577 acquiesces in the aforesaid settlement and has executed the Compliance Agreement to indicate its acquiescence; and

**WHEREAS**, PBC has agreed to contribute Two Hundred Fifty Thousand Dollars (\$250,000.00) of the aforesaid settlement sum in exchange for a full and complete release, accord and satisfaction of all claims (both by ATU and past and present individual ATU members ) based upon, arising from, by virtue of or relating in any manner to (i) the October 21, 2014 formal claim; (ii) NLRB Case 12-CA-025842 including but not limited to the Supplemental Decision; (iii) the Palm Beach County 13c Documents; (iv) 49 U.S.C. 5333b and 29 CFR Part 215; and (v) any basis, whether asserted or not asserted, by ATU in the Objections it heretofore filed as to FTA grants FL-37-X082, FL-90-X812 and FL-90-X812 Revised, based on the alleged actions and omissions of Metro Mobility, its predecessor, Palm Beach Metro Transportation, LLC (hereinafter "PBMT") and/or County.

**IT IS THEREFORE AGREED** by and between the parties as follows.

1. Each of the parties acknowledges the receipt and sufficiency of good and valuable consideration from the other.
2. The parties warrant and represent that the statements set forth in the Recitals above are true and correct, and agree that they are incorporated into and made a part of this Agreement.
3. Palm Beach County shall contribute Two Hundred Fifty Thousand Dollars (\$250,000.00) toward the settlement sum of \$500,000.00, subject to the approval of the Palm Beach County Board of County Commissioners. Upon execution of (i) the Compliance Agreement by Metro Mobility, ATU Local 1577 and the NLRB and (ii) execution of this Settlement Agreement, PBC shall promptly seek authorization of the aforesaid \$250,000.00 contribution from the Palm Beach County Board of County Commissioners. This Settlement Agreement shall be null and void (i) if the Palm Beach County Board of Commissioners fails or refuses to approve the contribution of \$250,000.00 or (ii) if Metro Mobility fails or refuses to timely pay its obligation of \$250,000.00 under the Compliance Agreement.
4. ATU for itself and as the authorized labor representative of certain transit workers of Metro Mobility shall not hereafter assert or file any Objection with the United States Department Of Labor as to any Palm Beach County application for federal financial assistance based upon the alleged actions and omissions of Metro Mobility and its predecessors and PTG Enterprises LLC and its subsidiaries which are the subject of (i) the Charge, Decisions and Orders entered in NLRB Case 12-CA-025842; (ii) the Supplemental Decision dated September 16, 2014; (iii) the Compliance Specification, as amended and supplemented; (iv) Compliance Agreement; (v) Objections filed by ATU with U.S. Department of Labor (DOL) as to PBC Grants FL-37-X082, FL-90-X812 and FL-90-X812 Revised; and (vi) any other matter relating to or arising from or out of any contract for paratransit service between PBMT and Palm Beach County and/or Metro Mobility and Palm Beach County.
5. The payment of \$500,000.00 in the Compliance Agreement shall fully satisfy all of the monetary obligations of Metro Mobility in Case 12-CA-025842 and in addition all obligations and liabilities, if any, PBC has or may have to ATU, any past or present ATU Local 1577 member, any and all members of the bargaining unit described in the Supplemental Decision and Compliance Agreement, and/or any employee of Metro Mobility or PBMT under, by virtue of or arising from 49.U.S.C. 5333b. Additionally, the parties agree and understand that neither ATU nor any individual ATU past and present individual ATU member may pursue any claim for back pay or any additional claim arising from 49 U.S.C. 5333b and the Palm Beach County 13c Documents against PBMT, Metro Mobility and/or Palm Beach County.
6. In exchange for the consideration set forth in this Agreement, ATU, for itself and for all individuals who were members of the bargaining unit at any time during the period encompassed by Case 12-CA-025842 or who is or may be eligible for any sum under



or by virtue of the Supplemental Decision, hereby release Palm Beach County, Palm Beach County Board of County Commissioners, Palm Tran, Inc., and their elected and appointed officials, employees, attorneys and agents, from any and all claims arising from the provision of paratransit services by PBMT, Metro Mobility and/or PTG Enterprises, LLC for Palm Beach County and/or Palm Tran, Inc. from the beginning of the world to the date of this Agreement, including but not limited to any claims arising from and/or relating to Case 12-CA-025842, the Palm Beach County 13c Documents or 49 USC 5333(b). The parties further stipulate and agree that no current or former employee of PBMT, Metro Mobility and/or member of ATU Local 1577 shall have the right to pursue any claim for backpay arising from and/or relating to Case 12-CA-025842, including any claims under, by virtue of, or arising from 49 U.S.C. 5333b or the Palm Beach County 13c Documents.

7. In accordance with Paragraph 8 of the Compliance Agreement, this Agreement shall not be deemed or construed so as to waive or limit the right of the General Counsel of the NLRB and the NLRB to seek additional remedies and payment of monetary obligations in Case 12-CA-025842 pursuant to the Supplemental Decision from entities and persons other than the entities and persons named in Paragraph 7(C) of the Compliance Agreement and any entities in which Cullan Meathe has an interest, other than those entities specifically referenced in Paragraph 7(C) of the Compliance Agreement.
8. This Agreement shall be construed in accordance with the laws of the State of Florida.
9. This Agreement and the consideration furnished by the County in the making of this Agreement is the compromise of doubtful and disputed claims and shall not be deemed or construed as an admission of fault, liability or responsibility by Palm Beach County and/or Palm Tran, or their officers, attorneys, employees, servants or agents, in either their individual or official capacities as to any alleged action or omission by PBMT, Metro Mobility, PTG, County or Palm Tran, Inc., or any violation of state, federal or local law, any failure to comply with 49 USC 5333(b), 29 CFR Part 215 or the Palm Beach County 13c Documents, or other act or omission of County or Palm Tran, Inc. This Agreement shall not be admissible for any purpose in any state or federal court, administrative proceeding or governmental agency except for the purpose of enforcing its terms.
10. Venue for all causes of action arising from or by virtue of this Agreement shall be exclusively the state courts of the state of Florida located in the Fifteenth Judicial Circuit.
11. Each party and its counsel have reviewed and revised this Agreement. Consequently, the rule of construction that ambiguities are resolved against the drafting party shall not be employed to interpret this Agreement or its amendments or Exhibits.

12. This Agreement represents the entire and integrated agreement between the parties and cannot be waived, modified or amended without prior execution of a written agreement executed with equal dignity as this Agreement, including but not limited to any prior approval required by the Palm Beach County Board Of County Commissioners.

13. Each person executing this Agreement warrants and represents that she/he is fully authorized to execute this Agreement.

In Witness Whereof, the undersigned parties have made and executed this Agreement on the day and year first written above.

ATTEST:  
Sharon R. Bock Clerk & Comptroller

Palm Beach County, Florida, by its  
Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
, Mayor

Witnesses:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Approved for Form  
and Legal Sufficiency

Approved as to Terms  
and Conditions

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Palm Tran Interim Executive Director

Amalgamated Transit Union Local  
Union 1577

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Robert Molofsky, Esq.  
Special 13c Counsel for ATU  
Local 1577 and past and present  
Individual ATU members

By: Dwight H. Mattingly

Dwight H. Mattingly  
Print Name (Authorized Officer)  
ATU Local 1577) and past and present  
Individual ATU members

President / Business Agent  
Title:

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 12**

In the Matter of

PALM BEACH METRO TRANSPORTATION, LLC and its  
successor, METRO MOBILITY MANAGEMENT GROUP, LLC

and

Case 12-CA-025842

AMALGAMATED TRANSIT UNION, AFL-CIO, LOCAL 1577

**COMPLIANCE AGREEMENT**

It is hereby stipulated and agreed to by and between Palm Beach Metro Transportation, LLC, and its successor, Metro Mobility Management Group, LLC, herein collectively called Respondent, PTG Enterprises, LLC on behalf of itself and all of its subsidiaries, herein collectively called PTG,<sup>1</sup> Amalgamated Transit Union, AFL-CIO, Local 1577, herein called the Union, and Region 12 of the National Labor Relations Board that:

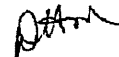
1. On July 26, 2011, the National Labor Relations Board, herein called the Board, issued a Decision and Order in Case 12-CA-025842, reported at 357 NLRB No. 26, which was enforced by the United States Court of Appeals for the Eleventh Circuit, on March 2, 2012, reported at 459 Fed. Appx. 874. Among other requirements, the enforced Board Order requires Respondent to:

(a) Before implementing any reduction of the number of hours or days of work or other changes affecting the wages, hours, and other terms and conditions of employment of unit employees, notify and, on request, bargain with Amalgamated Transit Union, AFL-CIO, Local 1577 as the exclusive collective-bargaining representative of employees in the following appropriate bargaining unit:

All full-time and regular part-time operators employed by the Company performing Para-transit duties for Palm Beach County out of its facility located at West Palm Beach, Florida; excluding all other employees, professional employees, office clerical employees, guards and supervisors as defined in the Act.

---

<sup>1</sup> As used herein, "PTG" refers to PTG Enterprises, LLC and all of its subsidiaries. The subsidiaries of PTG Enterprises, LLC are: Northern Florida Transportation Group, LLC; Jacksonville Sedan Transportation Services, LLC; Go Airport Shuttle & Sedan of Jacksonville, LLC; Metro Mobility of Jacksonville, LLC; Yellow Cab of Jacksonville Group, LLC; Go Towne Cars DTW, LLC; Peninsula Propane Services, LLC; Mobility Transit Services, LLC; Florida Gulf Coast Transportation, LLC; Gulf Coast Yellow Cab, LLC; Gulf Coast Metro Cab, LLC; Gulf Coast Executive Transportation Services, LLC; Tampa Bay Area Yellow Cab, LLC; Taxi Top Media, LLC; Southeastern Florida Transportation Group, LLC; Go Airport Shuttle & Sedan of Palm Beach, LLC; Yellow Cab of Palm Beach, LLC; Paramedical Transportation, LLC; Metro Mobility Management Group, LLC; and Peninsula Transportation Management Group, LLC.



(b) Make unit employees whole for any loss of earnings and other benefits suffered as a result of the unilateral reduction in hours and days of work in the manner set forth in the remedy section of the decision.

(c) Preserve, and within 14 days of a request, or such additional time as the Regional Director for Region 12 may allow for good cause shown, provide at a reasonable place designated by the Board or its agents all payroll records, Social Security payment records, time cards, personnel records and reports, and all other records, including an electronic copy of the records if stored in electronic form, necessary to analyze the amount of any back pay due under the terms of this Order.

2. On January 31, 2014, the Regional Director of Region 12 of the Board issued an Amended Compliance Specification and Notice of Hearing in Case 12-CA-025842.
3. On September 26, 2014, Administrative Law Judge Robert A. Ringler issued a Supplemental Decision in Case 12-CA-025842, reported at JD(ATL)-26-14.
4. Respondent, the Union, and the General Counsel of the Board, by the Regional Director of Region 12, hereby waive their rights to file exceptions, cross-exceptions and/or briefs with the Board challenging ALJ Ringler's Supplemental Decision in Case 12-CA-025842, and waive all other legal challenges to the accuracy of the backpay figures and determinations set forth in ALJ Ringler's Supplemental Decision. However, it is specifically agreed and understood that, should Palm Beach County not authorize the payment referenced in paragraph 6 below, the parties would have the ability to file exceptions challenging the aforementioned Supplemental Decision on or before December 23, 2014.
5. Respondent and PTG stipulate that at all material times they have been affiliated business enterprises with common officers, owners, directors, management and supervision; have formulated and administered a common labor policy; have shared premises and facilities; have had interrelated operations with common insurance, purchasing, banking, financing, marketing and sales; and are a single employer within the meaning of the National Labor Relations Act.
6. This Compliance Agreement is fully contingent upon a contribution of \$250,000.00 from Palm Beach County to Respondent for the purpose of resolving all claims against Respondent and PTG and all obligations Palm Beach County has or may have to the Union and/or any employee of Respondent under, by virtue of, or arising from 49 U.S.C. 5333b. It is anticipated that the Palm Beach County Board of Commissioners will authorize said payment at its next meeting, scheduled on December 16, 2014. Respondent anticipates that Palm Beach County will make said payment to Respondent's escrow agent by no later than December 23, 2014. The parties hereto agree that, should the Palm Beach County Board of Commissioners not authorize such payment, this Agreement shall become null and void.
7. Respondent, PTG, the Union and Region 12 have reached the following agreement on the monetary obligations of Respondent that are required by the Supplemental Decision of ALJ Ringler in Case 12-CA-025842, and the Board Order that will issue adopting ALJ Ringler's Supplemental Decision:
  - A. By no later than December 30, 2014, Respondent or its escrow agent will wire \$500,000.00 to the National Labor Relations Board, with the understanding that these monies will be distributed as determined by the Regional Director of Region 12 of the Board in her sole discretion among the located backpay recipients named in Appendices

A and B of ALJ Ringler's recommended supplemental Order, and no monies will be returned to Respondent. The parties agree that all disbursements will be handled by the Board's Finance Branch in accordance with Agency policy and routine compliance procedures. The Board will be responsible for making the appropriate tax deductions from backpay wages, for remitting Respondent's FICA tax contributions to the appropriate tax authorities, and for providing tax reports to employees to use in filing income tax returns. It is understood and agreed that the backpay amounts specified in ALJ Ringler's recommended supplemental Order in Case 12-CA-025842 are correct. Nevertheless, it is further understood and agreed that the aforementioned payment of \$500,000.00 by Respondent and PTG shall fully satisfy all of the monetary obligations of Respondent and PTG in Case 12-CA-025842, including any additional claim for back pay and/or interest for any period of time not covered by Judge Ringler's Supplemental Decision arising from Case 12-CA-025842.

B. By no later than December 30, 2014, Respondent will provide Region 12 of the Board with records showing the names, social security numbers, last known addresses, last known telephone numbers and last known electronic mail addresses, if any, for each of the employees named in Appendices A and B of the Amended Compliance Specification in Case 12-CA-025842. Upon request thereafter, Respondent will also provide Region 12 with additional records and information necessary to effectuate compliance in Case 12-CA-025842.

C. The Union, the Board and Region 12 acknowledge that the payment of \$500,000.00 described above in paragraph 7.A shall fully satisfy the obligations of the following entities and persons to remedy the unfair labor practices found in Case 12-CA-025842 and/or any other case that has been filed by the Union against Respondent prior to the date of execution of this Agreement: Respondent, PTG, the current officers of Respondent and PTG including Clark J. Davis, Jr. and Mark B. Windfeldt, former interim CEO of PTG Margaret J. Smith, and the shareholders of Respondent and PTG, including but not limited to Boathouse Capital LP, its principals and affiliates, specifically including Kenneth E. Jones, Chong Moua, Boathouse Capital GP LLC and Boathouse Capital Management LLC. The Union, the Board and Region 12 further acknowledge that they shall not seek any remedy from SuperTaxi, Inc. or TransDev Services, Inc. in, resulting or arising from Case 12-CA-025842 that is based on the fact that SuperTaxi, Inc. and/or TransDev Services, Inc. purchased certain assets of PTG related to its taxi operations that do not include paratransit vehicles, paratransit equipment, or other paratransit assets.

8. It is understood and agreed by the undersigned parties that notwithstanding the provisions of paragraph 7.C above, Region 12, the General Counsel of the Board, and the Board may seek additional remedies and payment of monetary obligations in Case 12-CA-025842 pursuant to ALJ Ringler's recommended supplemental Order, the forthcoming Supplemental Decision and Order of the Board adopting ALJ Ringler's Supplemental Decision, and the enforced Board Order reported at 357 NLRB No. 26, from entities and persons other than the entities and persons named above in paragraph 7.C, including but not limited to Peninsula Transportation Group, LLC, the Jean Meathe Irrevocable Trust, Cullan F. Meathe, Jenny E. Meathe, Traver W. Meathe, Jean A. Meathe, Anthony Patanella, and Alan I. Shanaman, and any entities other than the entities specifically referenced above in paragraph 7.C in which Peninsula

Palm Beach Metro Transportation, LLC and  
Metro Mobility Management Group, LLC  
Case 12-CA-025842

Compliance Agreement

Transportation Group, LLC, the Jean Meathe Irrevocable Trust, Cullan F. Meathe, Jenny E. Meathe,  
Traver W. Meathc, Jean F. Meathc, Anthony Patanella and/or Alan I. Shanaman have an interest.

PALM BEACH METRO TRANSPORTATION, LLC and  
its successor, METRO MOBILITY MANAGEMENT GROUP, LLC

By: \_\_\_\_\_  
Clark J. Davis, Jr.  
Manager  
Metro Mobility Management Group, LLC

Date: \_\_\_\_\_

PTG ENTERPRISES, LLC AND ITS SUBSIDIARIES

By: \_\_\_\_\_  
Clark J. Davis, Jr.  
Manager  
PTG Enterprises, LLC

Date: \_\_\_\_\_

AMALGAMATED TRANSIT UNION, AFL-CIO,  
LOCAL 1577

By: *Dwight H. Mattingly*  
~~Joseph A. Pass, Esq.~~ *Dwight H. Mattingly*  
~~Adler, Pass & Invernizzi~~ *President (Business Agent)*  
Counsel for Amalgamated Transit Union, AFL-CIO,  
Local 1577

Date: 11/25/2014

APPROVED:

*Margaret J. Diaz*  
Regional Director  
National Labor Relations Board, Region 12

Date: 11/28/2014

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 12**

In the Matter of

**PALM BEACH METRO TRANSPORTATION, LLC and its  
successor, METRO MOBILITY MANAGEMENT GROUP, LLC**

and

Case 12-CA-025842

**AMALGAMATED TRANSIT UNION, AFL-CIO, LOCAL 1577**

**COMPLIANCE AGREEMENT**

It is hereby stipulated and agreed to by and between Palm Beach Metro Transportation, LLC, and its successor, Metro Mobility Management Group, LLC, herein collectively called Respondent, PTG Enterprises, LLC on behalf of itself and all of its subsidiaries, herein collectively called PTG,<sup>1</sup> Amalgamated Transit Union, AFL-CIO, Local 1577, herein called the Union, and Region 12 of the National Labor Relations Board that:

1. On July 26, 2011, the National Labor Relations Board, herein called the Board, issued a Decision and Order in Case 12-CA-025842, reported at 357 NLRB No. 26, which was enforced by the United States Court of Appeals for the Eleventh Circuit, on March 2, 2012, reported at 459 Fed. Appx. 874. Among other requirements, the enforced Board Order requires Respondent to:

(a) Before implementing any reduction of the number of hours or days of work or other changes affecting the wages, hours, and other terms and conditions of employment of unit employees, notify and, on request, bargain with Amalgamated Transit Union, AFL-CIO, Local 1577 as the exclusive collective-bargaining representative of employees in the following appropriate bargaining unit:

All full-time and regular part-time operators employed by the Company performing Para-transit duties for Palm Beach County out of its facility located at West Palm Beach, Florida; excluding all other employees, professional employees, office clerical employees, guards and supervisors as defined in the Act.

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<sup>1</sup> As used herein, "PTG" refers to PTG Enterprises, LLC and all of its subsidiaries. The subsidiaries of PTG Enterprises, LLC are: Northern Florida Transportation Group, LLC; Jacksonville Sedan Transportation Services, LLC; Go Airport Shuttle & Sedan of Jacksonville, LLC; Metro Mobility of Jacksonville, LLC; Yellow Cab of Jacksonville Group, LLC; Go Towne Cars DTW, LLC; Peninsula Propane Services, LLC; Mobility Transit Services, LLC; Florida Gulf Coast Transportation, LLC; Gulf Coast Yellow Cab, LLC; Gulf Coast Metro Cab, LLC; Gulf Coast Executive Transportation Services, LLC; Tampa Bay Area Yellow Cab, LLC; Taxi Top Media, LLC; Southeastern Florida Transportation Group, LLC; Go Airport Shuttle & Sedan of Palm Beach, LLC; Yellow Cab of Palm Beach, LLC; Paramedical Transportation, LLC; Metro Mobility Management Group, LLC; and Peninsula Transportation Management Group, LLC.





(b) Make unit employees whole for any loss of earnings and other benefits suffered as a result of the unilateral reduction in hours and days of work in the manner set forth in the remedy section of the decision.

(c) Preserve, and within 14 days of a request, or such additional time as the Regional Director for Region 12 may allow for good cause shown, provide at a reasonable place designated by the Board or its agents all payroll records, Social Security payment records, time cards, personnel records and reports, and all other records, including an electronic copy of the records if stored in electronic form, necessary to analyze the amount of any back pay due under the terms of this Order.

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4. Respondent, the Union, and the General Counsel of the Board, by the Regional Director of Region 12, hereby waive their rights to file exceptions, cross-exceptions and/or briefs with the Board challenging ALJ Ringler's Supplemental Decision in Case 12-CA-025842, and waive all other legal challenges to the accuracy of the backpay figures and determinations set forth in ALJ Ringler's Supplemental Decision. However, it is specifically agreed and understood that, should Palm Beach County not authorize the payment referenced in paragraph 6 below, the parties would have the ability to file exceptions challenging the aforementioned Supplemental Decision on or before December 23, 2014.
5. Respondent and PTG stipulate that at all material times they have been affiliated business enterprises with common officers, owners, directors, management and supervision; have formulated and administered a common labor policy; have shared premises and facilities; have had interrelated operations with common insurance, purchasing, banking, financing, marketing and sales; and are a single employer within the meaning of the National Labor Relations Act.
6. This Compliance Agreement is fully contingent upon a contribution of \$250,000.00 from Palm Beach County to Respondent for the purpose of resolving all claims against Respondent and PTG and all obligations Palm Beach County has or may have to the Union and/or any employee of Respondent under, by virtue of, or arising from 49 U.S.C. 5333b. It is anticipated that the Palm Beach County Board of Commissioners will authorize said payment at its next meeting, scheduled on December 16, 2014. Respondent anticipates that Palm Beach County will make said payment to Respondent's escrow agent by no later than December 23, 2014. The parties hereto agree that, should the Palm Beach County Board of Commissioners not authorize such payment, this Agreement shall become null and void.
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- C. The Union, the Board and Region 12 acknowledge that the payment of \$500,000.00 described above in paragraph 7.A shall fully satisfy the obligations of the following entities and persons to remedy the unfair labor practices found in Case 12-CA-025842 and/or any other case that has been filed by the Union against Respondent prior to the date of execution of this Agreement: Respondent, PTG, the current officers of Respondent and PTG including Clark J. Davis, Jr. and Mark B. Windfeldt, former interim CEO of PTG Margaret J. Smith, and the shareholders of Respondent and PTG, including but not limited to Boathouse Capital LP, its principals and affiliates, specifically including Kenneth E. Jones, Chong Moua, Boathouse Capital GP LLC and Boathouse Capital Management LLC. The Union, the Board and Region 12 further acknowledge that they shall not seek any remedy from SuperTaxi, Inc. or TransDev Services, Inc. in, resulting or arising from Case 12-CA-025842 that is based on the fact that SuperTaxi, Inc. and/or TransDev Services, Inc. purchased certain assets of PTG related to its taxi operations that do not include paratransit vehicles, paratransit equipment, or other paratransit assets.

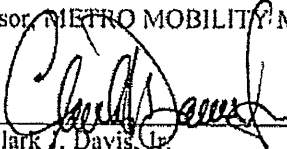
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Palm Beach Metro Transportation, LLC and  
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Case 12-CA-025842

Compliance Agreement

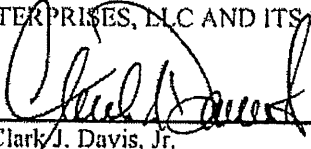
Transportation Group, LLC, the Jean Meathe Irrevocable Trust, Cullan F. Meathe, Jenny E. Meathe,  
Traver W. Meathe, Jean F. Meathe, Anthony Patanella and/or Alan I. Shanaman have an interest.

PALM BEACH METRO TRANSPORTATION, LLC and  
its successor, METRO MOBILITY MANAGEMENT GROUP, LLC

By:   
Clark J. Davis, Jr.  
Manager  
Metro Mobility Management Group, LLC

Date: 11/20/14

PTG ENTERPRISES, LLC AND ITS SUBSIDIARIES

By:   
Clark J. Davis, Jr.  
Manager  
PTG Enterprises, LLC

Date: 11/20/14

AMALGAMATED TRANSIT UNION, AFL-CIO,  
LOCAL 1577

By: \_\_\_\_\_  
Joseph J. Pass, Esq.  
Jubelirer, Pass & Intreiri  
Counsel for Amalgamated Transit Union, AFL-CIO,  
Local 1577

Date: \_\_\_\_\_

APPROVED:

  
Margaret J. Diaz  
Regional Director  
National Labor Relations Board, Region 12

Date: 11/28/2014

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 12

In the Matter of

PALM BEACH METRO TRANSPORTATION, LLC and its  
successor, METRO MOBILITY MANAGEMENT GROUP, LLC

and

Case 12-CA-025842

AMALGAMATED TRANSIT UNION, AFL-CIO, LOCAL 1577

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(a) Before implementing any reduction of the number of hours or days of work or other changes affecting the wages, hours, and other terms and conditions of employment of unit employees, notify and, on request, bargain with Amalgamated Transit Union, AFL-CIO, Local 1577 as the exclusive collective-bargaining representative of employees in the following appropriate bargaining unit:

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<sup>1</sup> As used herein, "PTG" refers to PTG Enterprises, LLC and all of its subsidiaries. The subsidiaries of PTG Enterprises, LLC are: Northern Florida Transportation Group, LLC; Jacksonville Sedan Transportation Services, LLC; Go Airport Shuttle & Sedan of Jacksonville, LLC; Metro Mobility of Jacksonville, LLC; Yellow Cab of Jacksonville Group, LLC; Go Towne Cars DTW, LLC; Peninsula Propane Services, LLC; Mobility Transit Services, LLC; Florida Gulf Coast Transportation, LLC; Gulf Coast Yellow Cab, LLC; Gulf Coast Metro Cab, LLC; Gulf Coast Executive Transportation Services, LLC; Tampa Bay Area Yellow Cab, LLC; Taxi Top Media, LLC; Southeastern Florida Transportation Group, LLC; Go Airport Shuttle & Sedan of Palm Beach, LLC; Yellow Cab of Palm Beach, LLC; Paramedical Transportation, LLC; Metro Mobility Management Group, LLC; and Peninsula Transportation Management Group, LLC.

(b) Make unit employees whole for any loss of earnings and other benefits suffered as a result of the unilateral reduction in hours and days of work in the manner set forth in the remedy section of the decision.

(c) Preserve, and within 14 days of a request, or such additional time as the Regional Director for Region 12 may allow for good cause shown, provide at a reasonable place designated by the Board or its agents all payroll records, Social Security payment records, time cards, personnel records and reports, and all other records, including an electronic copy of the records if stored in electronic form, necessary to analyze the amount of any back pay due under the terms of this Order.

2. On January 31, 2014, the Regional Director of Region 12 of the Board issued an Amended Compliance Specification and Notice of Hearing in Case 12-CA-025842.
3. On September 26, 2014, Administrative Law Judge Robert A. Ringler issued a Supplemental Decision in Case 12-CA-025842, reported at JD(ATL)-26-14.
4. Respondent, the Union, and the General Counsel of the Board, by the Regional Director of Region 12, hereby waive their rights to file exceptions, cross-exceptions and/or briefs with the Board challenging ALJ Ringler's Supplemental Decision in Case 12-CA-025842, and waive all other legal challenges to the accuracy of the backpay figures and determinations set forth in ALJ Ringler's Supplemental Decision. However, it is specifically agreed and understood that, should Palm Beach County not authorize the payment referenced in paragraph 6 below, the parties would have the ability to file exceptions challenging the aforementioned Supplemental Decision on or before December 23, 2014.
5. Respondent and PTG stipulate that at all material times they have been affiliated business enterprises with common officers, owners, directors, management and supervision; have formulated and administered a common labor policy; have shared premises and facilities; have had interrelated operations with common insurance, purchasing, banking, financing, marketing and sales; and are a single employer within the meaning of the National Labor Relations Act.
6. This Compliance Agreement is fully contingent upon a contribution of \$250,000.00 from Palm Beach County to Respondent for the purpose of resolving all claims against Respondent and PTG and all obligations Palm Beach County has or may have to the Union and/or any employee of Respondent under, by virtue of, or arising from 49 U.S.C. 5333b. It is anticipated that the Palm Beach County Board of Commissioners will authorize said payment at its next meeting, scheduled on December 16, 2014. Respondent anticipates that Palm Beach County will make said payment to Respondent's escrow agent by no later than December 23, 2014. The parties hereto agree that, should the Palm Beach County Board of Commissioners not authorize such payment, this Agreement shall become null and void.
7. Respondent, PTG, the Union and Region 12 have reached the following agreement on the monetary obligations of Respondent that are required by the Supplemental Decision of ALJ Ringler in Case 12-CA-025842, and the Board Order that will issue adopting ALJ Ringler's Supplemental Decision:
  - A. By no later than December 30, 2014, Respondent or its escrow agent will wire \$500,000.00 to the National Labor Relations Board, with the understanding that these monies will be distributed as determined by the Regional Director of Region 12 of the Board in her sole discretion among the located backpay recipients named in Appendices

A and B of ALJ Ringler's recommended supplemental Order, and no monies will be returned to Respondent. The parties agree that all disbursements will be handled by the Board's Finance Branch in accordance with Agency policy and routine compliance procedures. The Board will be responsible for making the appropriate tax deductions from backpay wages, for remitting Respondent's FICA tax contributions to the appropriate tax authorities, and for providing tax reports to employees to use in filing income tax returns. It is understood and agreed that the backpay amounts specified in ALJ Ringler's recommended supplemental Order in Case 12-CA-025842 are correct. Nevertheless, it is further understood and agreed that the aforementioned payment of \$500,000.00 by Respondent and PTG shall fully satisfy all of the monetary obligations of Respondent and PTG in Case 12-CA-025842, including any additional claim for back pay and/or interest for any period of time not covered by Judge Ringler's Supplemental Decision arising from Case 12-CA-025842.


- B. By no later than December 30, 2014, Respondent will provide Region 12 of the Board with records showing the names, social security numbers, last known addresses, last known telephone numbers and last known electronic mail addresses, if any, for each of the employees named in Appendices A and B of the Amended Compliance Specification in Case 12-CA-025842. Upon request thereafter, Respondent will also provide Region 12 with additional records and information necessary to effectuate compliance in Case 12-CA-025842.
- C. The Union, the Board and Region 12 acknowledge that the payment of \$500,000.00 described above in paragraph 7.A shall fully satisfy the obligations of the following entities and persons to remedy the unfair labor practices found in Case 12-CA-025842 and/or any other case that has been filed by the Union against Respondent prior to the date of execution of this Agreement: Respondent, PTG, the current officers of Respondent and PTG including Clark J. Davis, Jr. and Mark B. Windfeldt, former interim CEO of PTG Margaret J. Smith, and the shareholders of Respondent and PTG, including but not limited to Boathouse Capital LP, its principals and affiliates, specifically including Kenneth E. Jones, Chong Moua, Boathouse Capital GP LLC and Boathouse Capital Management LLC. The Union, the Board and Region 12 further acknowledge that they shall not seek any remedy from SuperTaxi, Inc. or TransDev Services, Inc. in, resulting or arising from Case 12-CA-025842 that is based on the fact that SuperTaxi, Inc. and/or TransDev Services, Inc. purchased certain assets of PTG related to its taxi operations that do not include paratransit vehicles, paratransit equipment, or other paratransit assets.
8. It is understood and agreed by the undersigned parties that notwithstanding the provisions of paragraph 7.C above, Region 12, the General Counsel of the Board, and the Board may seek additional remedies and payment of monetary obligations in Case 12-CA-025842 pursuant to ALJ Ringler's recommended supplemental Order, the forthcoming Supplemental Decision and Order of the Board adopting ALJ Ringler's Supplemental Decision, and the enforced Board Order reported at 357 NLRB No. 26, from entities and persons other than the entities and persons named above in paragraph 7.C, including but not limited to Peninsula Transportation Group, LLC, the Jean Meathe Irrevocable Trust, Cullan F. Meathe, Jenny E. Meathe, Traver W. Meathe, Jean A. Meathe, Anthony Patanella, and Alan I. Shanaman, and any entities other than the entities specifically referenced above in paragraph 7.C in which Peninsula

Palm Beach Metro Transportation, LLC and  
Metro Mobility Management Group, LLC  
Case 12-CA-025842

Compliance Agreement

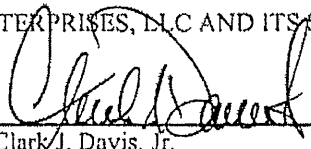
Transportation Group, LLC, the Jean Meathe Irrevocable Trust, Cullan F. Meathe, Jenny E. Meathe,  
Traver W. Meathe, Jean F. Meathe, Anthony Patanella and/or Alan I. Shanaman have an interest.

PALM BEACH METRO TRANSPORTATION, LLC and  
its successor, METRO MOBILITY MANAGEMENT GROUP, LLC

By:   
Clark J. Davis, Jr.  
Manager  
Metro Mobility Management Group, LLC

Date: 11/20/14

PTG ENTERPRISES, LLC AND ITS SUBSIDIARIES

By:   
Clark J. Davis, Jr.  
Manager  
PTG Enterprises, LLC

Date: 11/20/14

AMALGAMATED TRANSIT UNION, AFL-CIO,  
LOCAL 1577

By: \_\_\_\_\_  
Joseph J. Pass, Esq.  
Jubelirer, Pass & Intreiri  
Counsel for Amalgamated Transit Union, AFL-CIO,  
Local 1577

Date: \_\_\_\_\_

APPROVED:

  
Margaret J. Ruiz  
Regional Director  
National Labor Relations Board, Region 12

Date: 11/28/2014

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 12**

In the Matter of

PALM BEACH METRO TRANSPORTATION, LLC and its  
successor, METRO MOBILITY MANAGEMENT GROUP, LLC

and

Case 12-CA-025842

AMALGAMATED TRANSIT UNION, AFL-CIO, LOCAL 1577

**COMPLIANCE AGREEMENT**

It is hereby stipulated and agreed to by and between Palm Beach Metro Transportation, LLC, and its successor, Metro Mobility Management Group, LLC, herein collectively called Respondent, PTG Enterprises, LLC on behalf of itself and all of its subsidiaries, herein collectively called PTG,<sup>1</sup> Amalgamated Transit Union, AFL-CIO, Local 1577, herein called the Union, and Region 12 of the National Labor Relations Board that:

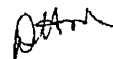
1. On July 26, 2011, the National Labor Relations Board, herein called the Board, issued a Decision and Order in Case 12-CA-025842, reported at 357 NLRB No. 26, which was enforced by the United States Court of Appeals for the Eleventh Circuit, on March 2, 2012, reported at 459 Fed. Appx. 874. Among other requirements, the enforced Board Order requires Respondent to:

- (a) Before implementing any reduction of the number of hours or days of work or other changes affecting the wages, hours, and other terms and conditions of employment of unit employees, notify and, on request, bargain with Amalgamated Transit Union, AFL-CIO, Local 1577 as the exclusive collective-bargaining representative of employees in the following appropriate bargaining unit:

All full-time and regular part-time operators employed by the Company performing Para-transit duties for Palm Beach County out of its facility located at West Palm Beach, Florida; excluding all other employees, professional employees, office clerical employees, guards and supervisors as defined in the Act.

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<sup>1</sup> As used herein, "PTG" refers to PTG Enterprises, LLC and all of its subsidiaries. The subsidiaries of PTG Enterprises, LLC are: Northern Florida Transportation Group, LLC; Jacksonville Sedan Transportation Services, LLC; Go Airport Shuttle & Sedan of Jacksonville, LLC; Metro Mobility of Jacksonville, LLC; Yellow Cab of Jacksonville Group, LLC; Go Towne Cars DTW, LLC; Peninsula Propane Services, LLC; Mobility Transit Services, LLC; Florida Gulf Coast Transportation, LLC; Gulf Coast Yellow Cab, LLC; Gulf Coast Metro Cab, LLC; Gulf Coast Executive Transportation Services, LLC; Tampa Bay Area Yellow Cab, LLC; Taxi Top Media, LLC; Southeastern Florida Transportation Group, LLC; Go Airport Shuttle & Sedan of Palm Beach, LLC; Yellow Cab of Palm Beach, LLC; Paramedical Transportation, LLC; Metro Mobility Management Group, LLC; and Peninsula Transportation Management Group, LLC.





- (b) Make unit employees whole for any loss of earnings and other benefits suffered as a result of the unilateral reduction in hours and days of work in the manner set forth in the remedy section of the decision.
- (c) Preserve, and within 14 days of a request, or such additional time as the Regional Director for Region 12 may allow for good cause shown, provide at a reasonable place designated by the Board or its agents all payroll records, Social Security payment records, time cards, personnel records and reports, and all other records, including an electronic copy of the records if stored in electronic form, necessary to analyze the amount of any back pay due under the terms of this Order.
2. On January 31, 2014, the Regional Director of Region 12 of the Board issued an Amended Compliance Specification and Notice of Hearing in Case 12-CA-025842.
3. On September 26, 2014, Administrative Law Judge Robert A. Ringler issued a Supplemental Decision in Case 12-CA-025842, reported at JD(ATL)-26-14.
4. Respondent, the Union, and the General Counsel of the Board, by the Regional Director of Region 12, hereby waive their rights to file exceptions, cross-exceptions and/or briefs with the Board challenging ALJ Ringler's Supplemental Decision in Case 12-CA-025842, and waive all other legal challenges to the accuracy of the backpay figures and determinations set forth in ALJ Ringler's Supplemental Decision. However, it is specifically agreed and understood that, should Palm Beach County not authorize the payment referenced in paragraph 6 below, the parties would have the ability to file exceptions challenging the aforementioned Supplemental Decision on or before December 23, 2014.
5. Respondent and PTG stipulate that at all material times they have been affiliated business enterprises with common officers, owners, directors, management and supervision; have formulated and administered a common labor policy; have shared premises and facilities; have had interrelated operations with common insurance, purchasing, banking, financing, marketing and sales; and are a single employer within the meaning of the National Labor Relations Act.
6. This Compliance Agreement is fully contingent upon a contribution of \$250,000.00 from Palm Beach County to Respondent for the purpose of resolving all claims against Respondent and PTG and all obligations Palm Beach County has or may have to the Union and/or any employee of Respondent under, by virtue of, or arising from 49 U.S.C. 5333b. It is anticipated that the Palm Beach County Board of Commissioners will authorize said payment at its next meeting, scheduled on December 16, 2014. Respondent anticipates that Palm Beach County will make said payment to Respondent's escrow agent by no later than December 23, 2014. The parties hereto agree that, should the Palm Beach County Board of Commissioners not authorize such payment, this Agreement shall become null and void.
7. Respondent, PTG, the Union and Region 12 have reached the following agreement on the monetary obligations of Respondent that are required by the Supplemental Decision of ALJ Ringler in Case 12-CA-025842, and the Board Order that will issue adopting ALJ Ringler's Supplemental Decision:
- A. By no later than December 30, 2014, Respondent or its escrow agent will wire \$500,000.00 to the National Labor Relations Board, with the understanding that these monies will be distributed as determined by the Regional Director of Region 12 of the Board in her sole discretion among the located backpay recipients named in Appendices

A and B of ALJ Ringler's recommended supplemental Order, and no monies will be returned to Respondent. The parties agree that all disbursements will be handled by the Board's Finance Branch in accordance with Agency policy and routine compliance procedures. The Board will be responsible for making the appropriate tax deductions from backpay wages, for remitting Respondent's FICA tax contributions to the appropriate tax authorities, and for providing tax reports to employees to use in filing income tax returns. It is understood and agreed that the backpay amounts specified in ALJ Ringler's recommended supplemental Order in Case 12-CA-025842 are correct. Nevertheless, it is further understood and agreed that the aforementioned payment of \$500,000.00 by Respondent and PTG shall fully satisfy all of the monetary obligations of Respondent and PTG in Case 12-CA-025842, including any additional claim for back pay and/or interest for any period of time not covered by Judge Ringler's Supplemental Decision arising from Case 12-CA-025842.

- B. By no later than December 30, 2014, Respondent will provide Region 12 of the Board with records showing the names, social security numbers, last known addresses, last known telephone numbers and last known electronic mail addresses, if any, for each of the employees named in Appendices A and B of the Amended Compliance Specification in Case 12-CA-025842. Upon request thereafter, Respondent will also provide Region 12 with additional records and information necessary to effectuate compliance in Case 12-CA-025842.
- C. The Union, the Board and Region 12 acknowledge that the payment of \$500,000.00 described above in paragraph 7.A shall fully satisfy the obligations of the following entities and persons to remedy the unfair labor practices found in Case 12-CA-025842 and/or any other case that has been filed by the Union against Respondent prior to the date of execution of this Agreement: Respondent, PTG, the current officers of Respondent and PTG including Clark J. Davis, Jr. and Mark B. Windfeldt, former interim CEO of PTG Margaret J. Smith, and the shareholders of Respondent and PTG, including but not limited to Boathouse Capital LP, its principals and affiliates, specifically including Kenneth E. Jones, Chong Moua, Boathouse Capital GP LLC and Boathouse Capital Management LLC. The Union, the Board and Region 12 further acknowledge that they shall not seek any remedy from SuperTaxi, Inc. or TransDev Services, Inc. in, resulting or arising from Case 12-CA-025842 that is based on the fact that SuperTaxi, Inc. and/or TransDev Services, Inc. purchased certain assets of PTG related to its taxi operations that do not include paratransit vehicles, paratransit equipment, or other paratransit assets.

8. It is understood and agreed by the undersigned parties that notwithstanding the provisions of paragraph 7.C above, Region 12, the General Counsel of the Board, and the Board may seek additional remedies and payment of monetary obligations in Case 12-CA-025842 pursuant to ALJ Ringler's recommended supplemental Order, the forthcoming Supplemental Decision and Order of the Board adopting ALJ Ringler's Supplemental Decision, and the enforced Board Order reported at 357 NLRB No. 26, from entities and persons other than the entities and persons named above in paragraph 7.C, including but not limited to Peninsula Transportation Group, LLC, the Jean Meathe Irrevocable Trust, Cullan F. Meathe, Jenny E. Meathe, Traver W. Meathe, Jean A. Meathe, Anthony Patanella, and Alan I. Shanaman, and any entities other than the entities specifically referenced above in paragraph 7.C in which Peninsula

Palm Beach Metro Transportation, LLC and  
Metro Mobility Management Group, LLC  
Case 12-CA-025842

Compliance Agreement

Transportation Group, LLC, the Jean Meathe Irrevocable Trust, Cullan F. Meathe, Jenny E. Meathe,  
Traver W. Meathc, Jean F. Meathc, Anthony Patanella and/or Alan I. Shanaman have an interest.

PALM BEACH METRO TRANSPORTATION, LLC and  
its successor, METRO MOBILITY MANAGEMENT GROUP, LLC

By: \_\_\_\_\_  
Clark J. Davis, Jr.  
Manager  
Metro Mobility Management Group, LLC

Date: \_\_\_\_\_

PTG ENTERPRISES, LLC AND ITS SUBSIDIARIES

By: \_\_\_\_\_  
Clark J. Davis, Jr.  
Manager  
PTG Enterprises, LLC

Date: \_\_\_\_\_

AMALGAMATED TRANSIT UNION, AFL-CIO,  
LOCAL 1577

By: *Dwight H. Mattingly*  
~~Joseph J. Pass, Esq.~~ *Dwight H. Mattingly*  
~~Robert J. Pass & Interim~~ *President (Business Agent)*  
Counsel for Amalgamated Transit Union, AFL-CIO,  
Local 1577

Date: 11/25/2014

APPROVED:

*Margaret J. Diaz*  
Regional Director  
National Labor Relations Board, Region 12

Date: 11/28/2014

**ESCROW FOR COLLECTION  
NATIONAL LABOR RELATIONS BOARD ("NLRB") SETTLEMENT**

THIS AGREEMENT is made and entered into at Palm Beach County, Florida, on this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2014, by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its Board of County Commissioners, ("County"), METRO MOBILITY MANAGEMENT GROUP, LLC, a Florida limited liability company, ("Metro") and WEISS SEROTA HELFMAN COLE BIERMAN & POPOK, P.L., a Florida professional limited liability company, ("Escrow Agent") and is witness of the following:

**RECITALS:**

NLRB, County, and Metro have been engaged in proceedings with respect to In the Matter of: Palm Beach Metro Transportation, LLC and its successor, Metro Mobility Management Group, LLC, and Amalgamated Transit Union, AFL-CIO, Local 1577, Case 12-CA-025842, and have reached a settlement of all issues with respect to the same as set forth in that certain (i) Compliance Agreement executed by Metro and the NLRB, in which ATU Local 1577 acquiesces; and (ii) a Settlement Agreement executed by PBC and ATU Local 1577; and (iii) an Agreement executed by Metro and County among the parties of even date herewith (collectively referred to as the "Settlement Agreements").

Under the Settlement Agreements, Metro shall remit a single payment of Five Hundred Thousand Dollars (\$500,000.00) ("Settlement Sum") to the NLRB. Of the Settlement Sum, Metro is to pay Two Hundred Fifty Thousand Dollars (\$250,000.00) ("Metro Share"), and County is to contribute Two Hundred Fifty Thousand Dollars (\$250,000.00) ("County Share") towards (i) the discharge of any claims or causes of action ATU or its members has or may have against either or both County and Metro and (ii) and the discharge of any claims or causes of action NLRB has or may have against Metro.

Escrow Agent has agreed to act as the holder, in its trust account of the Metro Share and the County Share as the same is collected, and upon collection of both the Metro Share and the County Share, to immediately deliver the same to the NLRB for distribution in accordance with the Settlement Agreements and the regulations affecting the same.

**IT IS THEREFORE AGREED:**

1. Within 3 business days after the execution of this Agreement and the Settlement Agreements, Metro shall have delivered good and collected funds to the Escrow Agent in the amount of the Metro Share.
2. METRO and PBC acknowledge and agree that payment of the County Share is expressly conditioned upon approval of payment of the County Share by the Palm Beach County Board Of County Commissioners. Within 2 business days after the delivery to County's Representative of proof of good funds being held by the Escrow Agent in the amount of the Metro Share, and the said approval of the Palm Beach County Board of County Commissioners, the County shall deliver to the Escrow Agent, in good and collected funds, the County Share.

3. Within 1 business day after the Escrow Agent has both the Metro Share and the County Share in its trust account, Escrow Agent shall deliver to the NLRB the total amount so held.

4 Wiring instructions into the Escrow Agent's trust account shall be provided to County's Representative, Shannon LaRocque, Assistant County Administrator and Palm Tran Inc. Interim Executive Director, County Administrator's Office, 301 N. Olive Avenue, West Palm Beach FL 33401, 561-355-2034, [slarocqu@pbcgov.org](mailto:slarocqu@pbcgov.org), who shall promptly transmit same to the Palm Beach County Clerk & Comptroller.

5. Notwithstanding anything herein to the contrary, if Escrow Agent has not received either the Metro Share or the County Share on or before their respective due dates, Escrow Agent shall automatically distribute or cause to be distributed any funds held by it to the original remitter thereof within five business days of such failed delivery.

6. In executing this trust, Escrow Agent shall wire the total of the Metro Share and the County Share to the NLRB according to the following instructions: [TO BE PROVIDED BY NLRB]. After receipt of the Metro Share and the County Share and prior to wiring same to the NLRB, the Escrow Agent shall contact the NLRB and confirm the NLRB wiring instructions.

7. Escrow Agent's sole directive is to determine that it has the Metro and the County shares in good funds in its trust account, to notify the County, and upon delivery of the County Share to distribute the same as set forth herein, or to otherwise take the steps provided in Paragraph 5 above. [As Escrow Agent is providing escrow services solely as an accommodation to settlement and without fee, the moneys will not be placed in interest bearing accounts, and Escrow Agent shall have no liability with respect thereto so long as the distribution is made as provided herein]. If any conflicting instruction should come from either party, to alter or condition any such distribution, the Escrow Agent may immediately deposit the funds in any court of competent jurisdiction and initiate interpleader proceedings for the determination of the correct distribution of funds. The costs of initiating such procedure shall be reimbursed to the Escrow Agent from the corpus of the proceeds, and upon delivery to the court, the Escrow Agent shall have no further duty with respect to the proceeds of the Property. Under no circumstances, other than willful conversion of the proceeds, will the Escrow Agent be liable to any party hereto. Metro and County hereby certify that they are aware the Federal Deposit Insurance Corporation (FDIC) coverages apply only to a maximum amount of \$250,000.00 for each individual depositor. The County and Metro understand that Escrow Agent assumes no responsibility for, nor will County or Metro hold same liable for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's account to exceed \$250,000.00 and that the excess amount is not insured by the Federal Deposit Insurance Corporation.

8. Escrow Agent shall be entitled to consult with counsel of its choosing and shall not be liable for any action suffered or omitted in accordance with the advice of such counsel. In addition to the indemnities provided below, Escrow Agent shall not be liable for, and Metro hereby indemnifies and agrees to save harmless and reimburse Escrow Agent from and against all loss, cost, liability, damage and expense, including outside counsel fees in connection with its acceptance of, or the performance of its duties and obligations.

9. Escrow Agent may act in reliance, with the exercise of reasonable care, upon any writing from County's Representative or the signature of the County's Representative which it, in good

faith, believes to be genuine, may assume the validity and accuracy of any statements or assertions contained in such writing, and may assume that County's Representative has been duly authorized to make such statements or assertions. Escrow Agent may act in reliance, upon any writing, instrument or signature of Metro which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statements or assertions contained in such writing or instrument and may assume that any person purporting to give any writing, notice, advice or instruction for or on behalf of Metro in connection with the provisions hereof has been duly authorized to do so. As to written instructions purporting to be from County's Representative, Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instructions delivered to it so long as the instructions are from County's Representative and conform to the requirements of this Agreement. As to written instructions purporting to be from Metro, Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instructions delivered to it nor as to the identity, authority, or rights of any person executing the same. The duties of Escrow Agent shall be limited to the safekeeping of the Settlement Sum and the disbursement of same in accordance with the written instructions described above. Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no implied duties or obligations shall be read into this Agreement against Escrow Agent. Upon Escrow Agent disbursing the Settlement Sum in accordance with the provisions hereof, the escrow shall terminate. It is understood and agreed that the duties of Escrow Agent are purely ministerial in nature. Escrow Agent shall not be liable to any party hereunder or to anyone else for any act or omission on its part, except in the case of acts of fraud, willful misconduct or negligence.

10. Escrow Agent may resign at any time upon the giving of thirty (30) days' written notice to the parties. In such event, Metro Mobility and the County shall expeditiously and in utmost good faith seek to obtain a successor to Escrow Agent, or to assign this Escrow Agreement to a mutually agreeable Successor Escrow Agent. If a successor to Escrow Agent is not appointed by mutual agreement of the parties within thirty (30) days after notice of resignation, Escrow Agent shall return the Metro Share to Metro Mobility Management Group, LLC at its address set forth in Section 9 and in the manner described in Section 9(iii), and the County Share to County by check made payable to Palm Beach County Board of County Commissioners and sent to County's Representative, Shannon LaRocque, at the address set forth in Section 9 and in the manner described in Section 9(iii), and this Agreement shall be terminated. Nothing contained herein shall be construed to negate, supercede or modify Escrow Agent's duty under Section 5 of this Agreement.

11. County specifically acknowledges that it is aware that the Escrow Agent represents Metro. In the event a conflict arises between County and Metro regarding this Agreement, Escrow Agent reserves the right, in its sole and absolute discretion, to resign as the Escrow Agent without prejudice to or interference with its representation of Metro and County waives any conflict regarding the Escrow Agent's representation of Metro.

12. All notices required herein shall be deemed to have been validly given, as applicable: (i) if given by telecopy, when the telecopy is transmitted to the party's telecopy number specified below and confirmation of complete receipt is received by the transmitting party during normal business hours or on the next business day if not confirmed during normal business hours, (ii) if hand delivered to a party against receipted copy, when the copy of the notice is receipted or

rejected, (iii) if given by certified mail, return receipt requested, postage prepaid, two (2) business days after it is posted with the U.S. Postal Service at the address of the party specified below or (iv) on the next delivery day after such notices are sent by recognized and reputable commercial overnight delivery service marked for next day delivery, return receipt requested or similarly acknowledged:

If to Metro:

with a copy to: Brett J. Schneider, Esq.  
Weiss Serota Helfman Cole Bierman & Popok, PL  
200 East Broward Blvd.  
Suite 1900  
Fort Lauderdale, FL 33301  
Phone: 954-763-4242  
Email: bschneider@wsh-law.com

If to County: Shannon LaRocque  
Assistant County Administrator & Palm Tran Inc. Interim Executive  
Director  
301 North Olive Avenue  
West Palm Beach, FL 33401  
Phone: (561) 355-2034  
Email: slarocqu@pbcgov.org

With a copy to: Bruce M. Smith, Esq.  
Apperson Crump PLC  
6070 Poplar Ave., Sixth Floor  
Phone: (901) 756-6300  
Email: bsmith@appersoncrump.com

If to Escrow Agent, to: Weiss Serota Helfman Cole Bierman & Popok, PL  
200 East Broward Blvd.  
Suite 1900  
Fort Lauderdale, FL 33301  
Phone: 954-763-4242

or such other address or addresses as may be expressly designated by any party by notice given in accordance with the foregoing provisions and actually received by the party to whom addressed.

13. This document together with the Settlement Agreements shall constitute the entire understanding of the Parties with respect hereto.

In Witness Whereof, the undersigned parties have made and executed this Agreement on the day and year first written above.

ATTEST:

Sharon R. Bock Clerk & Comptroller

Palm Beach County, Florida, by its  
Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Shelley Vana, Mayor

Witnesses:

Metro Mobility Management Group, LLC

Mark B. Windfelth  
Signature

By: Clark J. Davis  
Signature

Mark B. Windfelth  
Print Name

Clark J. Davis  
Print Name

[Signature]  
Signature

Manager  
Title

Ashley Bourget  
Print Name

Approved for Form  
and Legal Sufficiency

Approved as to Terms  
and Conditions

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Palm Tran Interim Executive Director

ACKNOWLEDGED AND AGREED:

Weiss Serota Helfman Cole Bierman & Popok, PL (Escrow Agent)

By: Brett Schneider (Title)  
Brett Schneider, Shareholder



2015 -

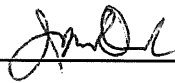
BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

BGEX

BUDGET TRANSFER  
FUND 0001 General Fund

ACCOUNT NAME AND NUMBER		ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 12/5/2014	REMAINING BALANCE
<u>EXPENDITURES</u>								
820-9100-9063	Tr To Palm Tran Operations Fd 1340	24,701,186	24,701,186	250,000	0	24,951,186	1,543,824	23,407,362
820-9900-9901	Contingency Reserves	20,000,000	19,250,005	0	250,000	19,000,005	0	19,000,005
TOTALS				250,000	250,000			

Palm Tran  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures & Dates  
 12-8-14

BY BOARD OF COUNTY COMMISSIONERS  
AT MEETING OF  
12/16/2014  
Deputy Clerk to the  
Board of County Commissioners

2015-

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT  
Fund 1340 Palm Tran Operations

BGRV  
BGEX

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 12/5/2014	REMAINING BALANCE
<u>Revenues</u>							
800-8000-8000      Tr Fr General Fund 0001	24,701,186	24,701,186	250,000	0	24,951,186		
<hr/>							
TOTAL RECEIPTS & BALANCES	78,375,786	78,375,786	250,000	0	78,625,786		
<u>Expenditures</u>							
540-5003-4905      Legal Settlement	0	0	250,000	0	250,000	0	250,000
<hr/>							
TOTAL APPROPRIATIONS & EXPENDITURES	78,375,786	78,375,786	250,000	0	78,625,786		

Palm Tran

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF

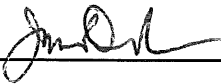
December 16, 2014

Deputy Clerk to the

Board of County Commissioners

Attachment # 6

INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

 12-8-14