

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into by and among The Indiana Commissioner of Labor; the Indiana Occupational Safety & Health Administration ("IOSHA");, International Alliance of Theatrical Stage Employees, Local 30; and Theatrical Payroll Services, Inc., the latter two of which entities shall hereinafter be referred to collectively as "Local 30". Each of the aforementioned individuals or entities is a "Party" and, collectively, all are "Parties" to this Agreement.

The Parties remain resolute in their respective positions in this case but recognize that this case involves complex issues of law and fact which could require protracted litigation to resolve. The Parties have met and conferred and agree that both Local 30 and IOSHA share a strong common interest in promoting worker safety. The Parties also recognize that engaging in protracted litigation will do nothing to promote worker safety. Therefore, the Parties have chosen to forego litigating their legal differences and instead resolve this case in a manner that furthers the interests of both Local 30 and IOSHA in promoting worker safety.

Each of the Parties has concluded that it is in its best interest to finally and completely resolve the matter currently pending before the Board of Safety Review under Case Docket No. 12-004 relative to a Safety Order and Notification of Penalty ("Safety Order") issued to Local 30 on February 8, 2012 ("Claim"), under the terms set forth in this Agreement. To that end, the Parties stipulate and agree as follows:

RECITALS

1. Local 30 is a local union recognized and governed by the federal system of labor relations established by Congress, including but not limited to the National Labor Relations Act of 1935, the Taft-Hartley Act of 1947, and the Labor-Management Reporting and Disclosure Act of 1959.

2. Pursuant to a Project Agreement between Local 30 and the Indiana State Fair Commission ("ISFC"), in prior years as well as in August of 2011, Local 30 sent stagehands and riggers, some of whom were Local 30 members, to a job site at the Indiana State Fair grounds to participate, as directed, in phases of the stage scaffolding set-ups and tear-downs; production "ins", performances, and production "outs" and the installation, operating, and dismantling of permanent or temporary sound, lighting, and audio visual equipment for the 2011 Indiana State Fair.

3. On February 8, 2012, IOSHA issued the Safety Order to Local 30 contending that:

- a. Local 30 did not establish and maintain conditions of work which were reasonably safe and healthful for employees, and free from recognized hazards that were causing or likely to cause death or physical harm to employees in that employees were exposed to traumatic body injuries such as but not limited to fractures and lacerations;

- b. Protective equipment was not used when necessary whenever hazards capable of causing injury and impairment were encountered;
- c. Local 30 did not verify that the required workplace hazard assessment had been performed through a written certification that identified the workplace evaluated; the person certifying that the evaluation had been performed; the date(s) of the hazard assessment; and, which identified the documents as a certification of hazard assessment; and,
- d. Local 30 had more than ten employees at any time during the last calendar year and did not keep OSHA injury and illness records.

4. Local 30 denies the violations and has claimed and continues to claim that Local 30, a union (a "labor organization" excluded from the definition of "employer" under Section 2(2) of the National Labor Relations Act) rather than an employer, is a referral hall for its members and other workers within the entertainment industry, that it did not exercise or have the power to exercise any control over the Indiana State Fair worksite, that it did not provide any of the equipment or materials used at the worksite, and that it was not acting in any capacity other than a labor organization on said worksite and therefore was not subject to IOSHA's jurisdiction nor responsible for the alleged safety violations in the Safety Order issued against it.

5. While acknowledging that neither Party concedes its position as stated in these Recitals, the Parties now desire to amicably resolve their differences.

6. Accordingly, the Parties have agreed to resolve the matter in its entirety.

7. This Agreement is made in consideration of the mutual covenants contained in this Agreement.

TERMS AND CONDITIONS

1. **Dismissal With Prejudice.** IOSHA shall dismiss, with prejudice, within seven (7) business days of full execution of this Settlement Agreement, the Claim currently pending before the Board of Safety Review, Case Docket No. 12-004, and the Safety Order issued February 8, 2012.

2. **Local 30 Training for Members in Collaboration with IDOL - InSafe.** Local 30 agrees to work in collaboration with IDOL - InSafe and the United States Bureau of Apprenticeship and Training to implement a fall protection and hazard assessment safety training program for its members/referents by January 15, 2014. All new members/referents after January 15, 2014 shall complete said training within one-hundred twenty (120) days of becoming a new member/referent, but before being referred to a job. All members/referents, who were members/referents prior to January 15, 2014, shall complete said training by March 15, 2014. It is expressly understood that the purpose of said training is to provide the members/referents of Local 30 with additional training to spot safety violations by the various employers of the

members/referents and so the member/referents will be better educated in what circumstances to report, and how to report, employer safety violations to IOSHA.

3. **Unknown Claims and Full Settlement of Claims.** The Parties acknowledge that they may hereafter discover facts different from, or in addition to, those that they now know or believe to be true with respect to any of the Claims being released herein, and agree that each release, waiver, and agreement made herein, is now and will remain valid and effective, notwithstanding the existence or discovery of different or additional facts. The terms identified herein represent a complete settlement and satisfaction of the Claim and any and all other present or potential claims which were alleged or could have been alleged in or arisen out of the Claim.

4. **Mutual Release of Claims.** In consideration of the agreements and promises made by the Parties, each Party, its agents, representatives, employees and assignees, hereby release and forever discharge and hold harmless the other Party, its present and past assigns, advisors, partners, employees, attorneys, representatives, heirs, executors, administrators, successors, members, and agents of any kind (all of them individually and in such official capacities as each may hold and their respective heirs, executors, administrators, successors, agents and assigns) of and from any and all claims, including, but not limited to, all actions, rights, remedies, causes of action, proceedings, demands, accounts, damages, debts, costs, interest, expenses, attorneys' or other fees, penalties, liabilities, judgments, attachments, obligations, complaints or suits of any kind or nature whatsoever, whether known or unknown, related to the Claim and the Safety Order.

5. **Successors in Interest.** This Agreement and the contents hereof are binding on the Parties and each of their respective agents, representatives, trustees, guardians, administrators, employees, successors, heirs and assigns.

6. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties with respect to the subject matter of this Agreement and fully supersedes all prior negotiations, representations and agreements, whether written or oral, between or among the Parties or between or among the attorneys for the Parties with respect to the subject matter of this Agreement. This Agreement may be modified only by written agreement of the Parties, and no modification shall be enforceable against a Party unless signed by that Party.

7. **Choice of Law and Venue.** This Agreement shall be interpreted in accordance with the laws of the State of Indiana without regard to its choice of laws provisions. Exclusive jurisdiction and venue over any and all disputes arising out of or in connection with this Agreement shall be in the State or Federal Courts of Marion County, Indiana.

8. **Attorneys Fees.** Each party shall pay his, her or its own attorneys' fees and expenses.

9. **Headings.** The use of any heading or caption in this Agreement is for the convenience of the parties, and shall not have any effect on the meaning or construction of the Agreement or any portion of it.

10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.

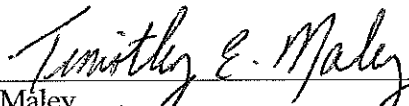
11. **Effective Date.** This Agreement shall be effective and fully binding on the Parties on the date on which the last Party signs the Agreement.

12. **Acknowledgment.** Each of the Parties to this Agreement has read this Agreement, consulted with an attorney concerning this Agreement, or knowingly waives the right to consult with an attorney, and knows and understands the contents of this Agreement. In view of such reading, counseling, knowledge and understanding, and because each Party has also had an opportunity to negotiate fully the terms of this Agreement and its final form, this Agreement and its terms and provisions shall be interpreted and construed without any presumption or inference against the Party causing this Agreement or any provision of it to be drafted.

Accordingly, the Parties have executed this Settlement Agreement on the dates indicated below:


The Commissioner of the Indiana Department of Labor and Indiana Occupational Safety & Health Administration ("IOSHA")

Date: 9-9-13

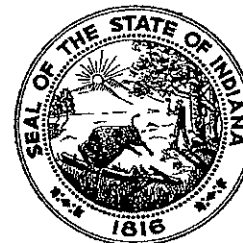
By: 
Tim Maley
Deputy Commissioner of Labor - IOSHA

International Alliance of Theatrical Stage Employees, Local 30, including Theatrical Payroll Services, Inc. ("Local 30")

Date: 9-9-13

By: 
John Baldwin
Business Manager

Indiana Department of Labor
Indiana Occupational Safety & Health Administration
402 West Washington Street
Room W195
Indianapolis, IN 46204
Phone: (317) 232-2655 FAX: (317) 232-3790



Certified mail # 7003 1010 00035132 1278 2-8-12 jto

Safety Order and Notification of Penalty

To:
International Alliance of Theatrical Stage Employees,
Local 30 including Theatrical Payroll Services, Inc.
and its successors
1407 East Riverside Drive
Indianapolis, IN 46202

Inspection Number: 315637181
Inspection Date(s): 08/17/2011 - 01/26/2012
Issuance Date: 02/08/2012

Inspection Site:

1202 East 38th Street
Indianapolis, IN 46205

The violation(s) described in this Safety Order and Notification of Penalty is (are) alleged to have occurred on or about the day(s) the inspection was made unless otherwise indicated within the description given below.

An inspection of your place of employment has revealed conditions which we believe do not comply with the provisions of the Indiana Occupational Safety and Health Act (Indiana Code Chapter 22-8-1.1) or the standards or rules adopted thereunder. Accordingly, enclosed please find safety order(s) and notification(s) of penalty describing such violation(s) with references to applicable standards, rules, or provisions of the statute and stating the amount of any penalty(ies).

Informal Conference - Please be advised that it may be possible to informally settle any potential dispute without initiating the more elaborate proceedings brought on by a petition for review. Prior to filing a petition for review, you may request an informal conference concerning any of the results of the inspection (safety orders, penalties, abatement dates, etc.) by contacting the Indiana Department of Labor/IOSHA, preferably by telephone, in a prompt manner. Please be advised that a request for an informal conference cannot extend the fifteen working day period for filing a petition for review. Informal conferences frequently resolve any possible disputes, and therefore you are urged to take advantage of this opportunity. Because of the limited time period and in order to facilitate scheduling, any requests for an informal conference should be made promptly upon your receipt of the safety order(s) and notification(s) of penalty.

Right to Contest - You are hereby also notified that you are entitled to seek administrative review of the safety order(s), penalty(ies), or both by filing a written petition for review at the above address postmarked within fifteen working days of your receipt of the safety order(s) and notification(s) of penalty. ("Working days" means

Mondays through Fridays, but does not include Saturdays, Sundays, legal holidays under a state statute or days on which the Indiana Department of Labor's offices are closed during regular business hours). If you do not file such a petition for review (contest), the safety order(s) and penalty(ies) shall be deemed final orders of the Board of Safety Review and not subject to review by any court or agency. The issuance of a safety order does not constitute a finding that a violation has occurred unless no petition for review is filed, or if a petition for review (contest) is filed, it must contain a statement of its basis and should reference the above inspection number. Upon receipt of your petition for review, we will affirm, amend or dismiss the safety order(s) and notification(s) of penalty. If we affirm, your petition for review will be granted (unless it was not timely) and the dispute will be certified by the Board of Safety Review for further proceedings. The Board of Safety Review is an independent agency appointed by the governor with authority to conduct hearings and to issue decisions concerning disputed safety order(s) and notification(s) of penalty. If we amend the safety order(s) or notification(s) of penalty, your petition for review shall be deemed moot. However, you will then be given an opportunity to file a petition for review concerning the amended safety order(s) and notification(s) of penalty.

Please be advised that an employee or representative of employees may file a petition for review to contest the reasonableness of the time stated in the safety order(s) for the abatement of any violation.

Posting - Upon receipt of any safety order(s) you are required to post such safety order(s), or a copy thereof, unedited, at or near each place an alleged violation referred to in the safety order(s) occurred. However, if your operations are such that it is not practicable to post the safety order(s) at or near each place of alleged violation, such safety order(s) shall be posted, unedited, in a prominent place where it will be readily observable by all affected employees. For example, if you are engaged in activities which are physically dispersed, the safety order(s) may be posted at the location from which the employees operate to carry out their activities. You must take steps to ensure that the safety order is not altered, defaced, or covered by other material. Posting shall be until the violation is abated, or for three working days, whichever is longer.

Penalties - Penalties are due within fifteen (15) working days of receipt of this notification unless contested. Abatement does not constitute payment of penalties.

Abatement - The conditions cited in the safety order(s) must be corrected (abated) on or before the date shown for each item on the safety order(s) and notification(s) of penalty unless:

~~(1) You file a petition for review concerning the violation, in which case the full abatement period shall commence from the issuance of a final decision by the Board of Safety Review or the courts which requires compliance with the safety order; or~~

(2) The abatement period is extended by the granting of a petition for modification of abatement date.

PMAs - The petition for modification of abatement date is a manner in which you may seek additional time to correct (abate) a violation without having to file a petition for review concerning the safety order, or after the expiration of the time period to file such a petition for review when it becomes apparent that you need extra time to abate the violation. A petition for modification of abatement date shall be in writing and shall include the following information:

(1) All steps you have taken, and the dates of such actions, in an effort to achieve compliance during the prescribed abatement period.

(2) The specific additional abatement time necessary in order to achieve compliance.

(3) The reasons such additional time is necessary, including the unavailability of professional or technical personnel or of materials and equipment, or because necessary construction or alteration of facilities cannot be completed by the original abatement date.

(4) All available interim steps being taken to safeguard employees against the cited hazard during the abatement period.

(5) A certification that a copy of the petition has been posted, and if appropriate, served on the authorized representative of affected employees, and a certification of the date upon which such posting and service was made.

A petition for modification of abatement date shall be filed with the Indiana Department of Labor/IOSHA no later than the close of the next working day following the date on which abatement was originally required. A later-filed petition shall be accompanied by the employer's statement of exceptional circumstances explaining the delay. A copy of such petition shall be posted in a conspicuous place where all affected employees will have notice thereof or near such location where the violation occurred. The petition shall remain posted until the time period for the filing of a petition for review of the Commissioner's granting or denying the petition expires. Where affected employees are represented by an authorized representative, said representative shall be served a copy of such petition.

Notification of Corrective Action - Correction of the alleged violations which have an abatement period of thirty (30) days or less should be reported in writing to us promptly upon correction. A "Letter of Abatement" form and an "Abatement Photographs" worksheet are enclosed for your assistance in providing adequate documentation of abatement. Reports of corrections should show specific corrective action on each alleged violation and the date of such action. On alleged violations with abatement periods of more than thirty (30) days, a written progress report should be submitted, detailing what has been done, what remains to be done, and the time needed to fully abate each such violation. When the alleged violation is fully abated, we should be so advised. Timely correction of an alleged violation does not affect the initial proposed penalty.

Followup Inspections - Please be advised that a followup inspection may be made for the purpose of ascertaining that you have posted the safety order(s) and corrected the alleged violations. Failure to correct an alleged violation may result in additional penalties for each day that the violation has not been corrected.

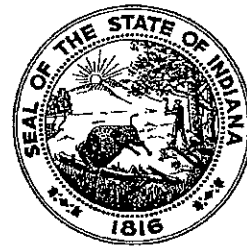
Employer Discrimination Unlawful - The law prohibits discrimination by an employer against an employee for filing a complaint or for exercising any rights under this Act. An employee who believes that he/she has been discriminated against may file a complaint no later than 30 days after the discrimination occurred with the Indiana Department of Labor/IOSHA at the address shown above.

Notice to Employees - The law gives an employee or his/her representative the opportunity to object to any

abatement date set for a violation if he/she believes the date to be unreasonable. The contest must be mailed to the Indiana Department of Labor/IOSHA at the address shown above within fifteen (15) working days (excluding weekends and State holidays) or receipt by the employer of this safety order and penalty.

If you wish additional information, you may direct such requests to us at the address or telephone number stated above.

Indiana Department of Labor
Indiana Occupational Safety & Health Administration



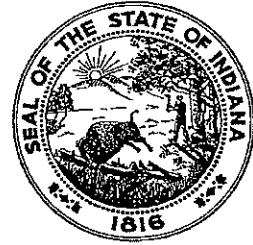
NOTICE TO EMPLOYEES OF INFORMAL CONFERENCE

An informal conference has been scheduled with IOSHA to discuss the safety order(s) issued on 02/08/2012. The conference will be held at the IOSHA office located at 402 West Washington Street, Room W195, Indianapolis, IN 46204 on _____ at _____.

Employees and/or representatives of employees have a right to attend an informal conference.

Indiana Department of Labor
Occupational Safety and Health Administration

Inspection Number: 315637181
Inspection Dates: 08/17/2011 - 01/26/2012
Issuance Date: 02/08/2012



Safety Order and Notification of Penalty

Company Name: IATSE 30
Inspection Site: 1202 East 38th Street, Indianapolis, IN 46205

Safety Order 1 Item 1 Type of Violation: **Serious**

IC 22-8-1.1 Section 2: The employer did not establish and maintain conditions of work which were reasonably safe and healthful for employees, and free from recognized hazards that were causing or likely to cause death or physical harm to employees in that employees were exposed to traumatic body injuries such as but not limited to fractures and lacerations:

a) Facility Wide - IATSE's head rigger who was required to make determinations on the construction and guy wire attachment points and placement of anchors on the load bearing roof structure on the 2011 Hoosier Lottery Grandstand stage, did not take into consideration the soil conditions at the location.

Among other methods, a feasible abatement method to correct this hazard is to: Determine the soil conditions that are to be used, before making decisions on anchor type and guy wire attachment points, including but not limited to type of soil and weather exposures anticipated in accordance with ANSI E.21-2006 3.9.4.2.

b) Facility Wide - IATSE provided a head rigger who was required to make determinations on the construction and guy wire attachment points and placement of anchors on the load bearing roof structure on the 2011 Hoosier Lottery Grandstand stage, was not a designated competent person.

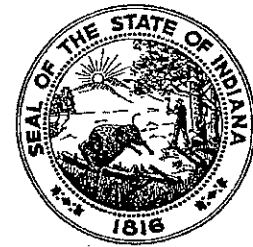
Among other methods, a feasible abatement method to correct this hazard is to: Provide and train employees and designate competent persons in accordance with ANSI E1.21-2006 5.2.1.

Date By Which Violation Must be Abated:	03/06/2012
Proposed Penalty:	\$3,500.00

See pages 1 through 3 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

Indiana Department of Labor
Occupational Safety and Health Administration

Inspection Number: 315637181
Inspection Dates: 08/17/2011 - 01/26/2012
Issuance Date: 02/08/2012



Safety Order and Notification of Penalty

Company Name: IATSE 30
Inspection Site: 1202 East 38th Street, Indianapolis, IN 46205

Safety Order 1 Item 2 Type of Violation: **Serious**

29 CFR 1910.132(a): Protective equipment was not used when necessary whenever hazards capable of causing injury and impairment were encountered:

Facility Wide - Employees working at the Indiana State Fair Grounds, erecting the load bearing roof at the Hoosier Lottery Grandstand for the 2011 Indiana State Fair, were not provided with fall protection and training from their employer for employees working 4 feet or more above ground level.

Date By Which Violation Must be Abated: 03/06/2012
Proposed Penalty: \$3,500.00

Safety Order 1 Item 3 Type of Violation: **Serious**

29 CFR 1910.132(d)(2): The employer did not verify that the required workplace hazard assessment had been performed through a written certification that identified the workplace evaluated; the person certifying that the evaluation had been performed; the date(s) of the hazard assessment; and, which identified the document as a certification of hazard assessment.

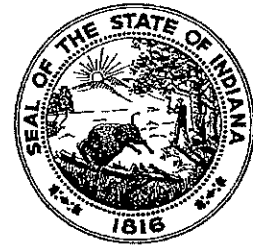
Facility Wide - The employer did not conduct a personal protective equipment hazard assessment of the work site to determine the personal protective equipment required when erecting the load bearing roof or any other jobs they perform at the Indiana State Fair grounds.

Date By Which Violation Must be Abated: 03/06/2012
Proposed Penalty: \$3,500.00

See pages 1 through 3 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

Indiana Department of Labor
Occupational Safety and Health Administration

Inspection Number: 315637181
Inspection Dates: 08/17/2011 - 01/26/2012
Issuance Date: 02/08/2012



Safety Order and Notification of Penalty

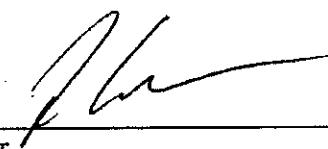
Company Name: IATSE 30
Inspection Site: 1202 East 38th Street, Indianapolis, IN 46205

Safety Order 2 Item 1 Type of Violation: **Non-Serious**

29 CFR 1904.1(a)(2): The company had more than ten employees at any time during the last calendar year and did not keep OSHA injury and illness records:

Facility Wide - Employer did not maintain the OSHA 300 logs and did not have records of an OSHA 300A for the years 2011, 2010, 2009 and 2008.

Date By Which Violation Must be Abated:	03/06/2012
Proposed Penalty:	\$1,000.00



Jeffrey S. Carter
IOSHA Deputy Commissioner

See pages 1 through 3 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.



Indiana Department of Labor
Occupational Safety & Health Administration
402 West Washington Street
Room W195
Indianapolis, IN 46204
Phone: (317) 232-2655 FAX: (317) 232-3790

INVOICE/DEBT COLLECTION NOTICE

Company Name: IATSE 30
Inspection Site: 1202 East 38th Street, Indianapolis, IN 46205
Issuance Date: 02/08/2012

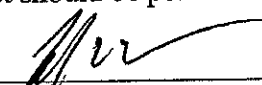
Summary of Penalties for Inspection Number		315637181
Safety Order 01, Serious	=	\$10,500.00
Safety Order 02, Non-Serious	=	\$1,000.00
Total Proposed Penalties		\$11,500.00

Penalties are due within fifteen (15) working days of receipt of this notification unless contested. Make your check or money order payable to: "Indiana DOL/IOSHA". Please indicate IOSHA's Inspection Number (indicated above) on the remittance.

IOSHA does not agree to any restrictions or conditions or endorsements put on any check or money order for less than full amount due, and will cash the check or money order as if these restrictions, conditions, or endorsements do exist.

Corrective action, taken by you for each alleged violation should be submitted to this office on or about the abatement dates indicated on the Safety Order and Notification of Penalty.

A work sheet has been provided to assist in providing the required abatement information. A completed copy of this work sheet should be posted at the worksite with the safety order(s).


Jeffrey S. Carter
IOSHA Deputy Commissioner

02/08/2012
Date