

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
DIVISION OF JUDGES  
NEW YORK BRANCH OFFICE**

**NORTH AMERICAN LINEN, LLC**

**and**

**Case No. 22-CA-27783**

**LOCAL 621, UNITED WORKERS OF  
AMERICA**

***Jeffrey P. Gardner, Esq., Newark, NJ, for the General Counsel.***

**SUPPLEMENTAL DECISION**

**Statement of the Case**

**STEVEN DAVIS, Administrative Law Judge:** On February 25, 2008, the National Labor Relations Board issued an Order reported in 352 NLRB 167, in which the Respondent, North American Linen, LLC was ordered to recognize Local 621, United Workers of America, and prepare and execute a collective-bargaining agreement incorporating the parties' agreed-upon terms and conditions of employment as referenced in the parties' memorandum agreement effective from May 15, 2006 to May 14, 2009. The Respondent was also directed to honor the memorandum agreement referred to above for employees of the unit, retroactive to May 15, 2006, and make the unit employees whole, with interest, for any losses they may have sustained as a result of the Respondent's unlawful refusal to implement the agreement.

In July, 2008, the Respondent and the Board entered into a Stipulation for Entry of Consent Judgment pursuant to which the Respondent agreed to comply with the provisions of the Board's Order and also agreed to the entry of a Consent Judgment enforcing the Board's Order. The Respondent's attorney, Larry M. Cole, specifically authorized the Board to execute the Stipulation on its behalf.

On September 23, 2008, the Third Circuit Court of Appeals issued a Judgment Enforcing an Order of the National Labor Relations Board which, inter alia, required that the Respondent make all contractually required payments to the health benefit funds and pension funds, and make the unit employees whole, with interest.

On August 31, 2009, a Compliance Specification and Notice of Hearing was issued directing the Respondent take the affirmative actions set forth in the Board's Order as enforced by the Court's Judgment.

The Specification provided that, pursuant to Section 102.56 of the Board's Rules and Regulations, the Respondent was required to file an answer to the Specification within 21 days from the date of the Specification. Thus, the answer was due on September 21, 2009. In addition, the Specification stated that upon the Respondent's failure to file an answer "the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Specification are true."

An affidavit of service establishes that the Compliance Specification and Notice of Hearing was mailed on August 31, 2009 to the Respondent's attorney, Mr. Cole, by certified

mail and a signed return receipt therefore is attached to the affidavit of service. In addition, the Specification was sent by regular mail to the Respondent's business address in Long Branch, NJ, and another copy was addressed to the Respondent in care of Mr. Cole. Counsel for the General Counsel stated that neither document was returned to the Board's office as undelivered.

When no answer was received, Regional Attorney Maria E. Balzano sent a letter by regular mail to Mr. Cole advising him that no answer had been filed, and also advising that the time to file an answer was extended to October 1, 2009. She warned that "if an answer is not received by the close of business on that date [October 1, 2009], a Motion for Default Judgment will be filed." That letter was not returned to the Board's office as undelivered.

Thereafter, Collette Sarro, the Regional Office's compliance officer, called Mr. Cole who told her that he represented the Respondent and that he received the Compliance Specification and had forwarded it to the Respondent. He sent a letter dated September 29, 2009, to the Respondent which stated that "enclosed please find correspondence received from the National Labor Relations Board in reference to the above matter. Please give this matter your immediate attention." That letter was received in evidence. No further communication was received by the Board from the Respondent.

Inasmuch as no answer has been filed to the Compliance Specification as required by Section 102.56 of the Board's Rules and Regulations, I hereby grant the General Counsel's Motion for Default Judgment. The evidence establishes that the Specification was properly served and received by the Respondent and its attorney, an extension of time to file an answer was provided, but nevertheless no answer was filed. Accordingly, all allegations in the Specification are deemed to be true and are hereby found to be true.

The Respondent is therefore obligated to pay to the employees the amounts set forth in the Compliance Specification and Notice of Hearing with interest. Based on the above, I issue the following recommended<sup>1</sup>

### ORDER

The Respondent, North American Linen, LLC, Long Branch, NJ, their officers, agents, successors, and assigns shall make whole the employees set forth in the attached Appendix in the amounts set forth there, plus interest accrued to the date of such payment, minus appropriate tax withholdings required by Federal, State and Local Laws.

Dated, Washington, D.C., November 12, 2009.

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Steven Davis  
Administrative Law Judge

<sup>1</sup> If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

**APPENDIX**

## North American Linen, LLC: Monetary Losses to Discriminatees

	Total Backpay Due	Union Dues Deductions	401(k) Deductions	Net Backpay
Erasto Alcantara	\$8066.04	\$630.00	\$0.00	\$7436.04
James Cardilla	\$2473.98	\$0.00	\$0.00	\$2473.98
Luis Cardona	\$2487.77	\$0.00	\$0.00	\$2487.77
Scott Charette	\$7150.30	\$630.00	\$1100.00	\$5420.30
Roger Collins	\$7599.88	\$630.00	\$0.00	\$6969.88
Antonio Cruz	\$7318.75	\$630.00	\$1100.00	\$5585.75
Gerard Farmer	\$1666.25	\$0.00	\$0.00	\$1666.25
Bruce Geiger	\$9964.29	\$630.00	\$1100.00	\$8234.29
Carlos Hernandez	\$7459.25	\$630.00	\$1100.00	\$5729.25
Jose Hernandez	\$6316.21	\$630.00	\$0.00	\$5686.21
Fritz Monicon	\$6259.08	\$0.00	\$0.00	\$6259.08
James Ogle	\$1319.48	\$0.00	\$0.00	\$1319.48
Michael Sciarappa	\$5300.26	\$0.00	\$0.00	\$5300.26
Kevin Stovall	\$5663.59	\$0.00	\$0.00	\$5663.59
Odalis Taveras	\$2584.04	\$0.00	\$0.00	\$2584.04
Elija Thomas	\$995.21	\$0.00	\$0.00	\$995.21
Ronar Villacorta	\$7871.91	\$630.00	\$1050.00	\$6191.91
Edwin Yeye	\$2347.08	\$0.00	\$0.00	\$2347.08
<b>Totals</b>	<b>\$92,843.38</b>	<b>\$5040.00</b>	<b>\$5450.00</b>	<b>\$82,353.38</b>

Total Back Due (plus interest): \$92,843.38  
 Employer Match 401(k) Contributions: \$10,900.00  
 Employer Welfare Benefit Contributions: \$39,250.00  
 Grand Total Backpay Due (plus interest): **\$142,993.38**