NOTICE: This opinion is subject to formal revision before publication in the bound volumes of NLRB decisions. Readers are requested to notify the Executive Secretary, National Labor Relations Board, Washington, D.C. 20570, of any typographical or other formal errors so that corrections can be included in the bound volumes.

Dentz Painting, Inc. and Global Contracting Services *and* Painters & Allied Trades District Council, No. 6. Case 08–CA–083055

September 5, 2014

DECISION AND ORDER

BY MEMBERS MISCIMARRA, HIROZAWA, AND JOHNSON

The General Counsel seeks a default judgment in this case on the ground that Dentz Painting, Inc. (Respondent Dentz) and Global Contracting Services (Respondent Global) (collectively, the Respondents) have failed to file an answer to the complaint. Upon a charge filed by Painters & Allied Trades District Council, No. 6 (the Union) on June 14, 2012, the General Counsel issued a complaint on May 27, 2014, against the Respondents, alleging that they had violated Section 8(a)(5), (3), and (1) of the National Labor Relations Act. The Respondents failed to file an answer.

On June 18, 2014, the General Counsel filed a Motion for Default Judgment with the Board. On June 19, 2014, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondents filed no response. The allegations in the motion are therefore undisputed.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on Motion for Default Judgment

Section 102.20 of the Board's Rules and Regulations provides that the allegations in a complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. In addition, the complaint affirmatively stated that unless an answer was received by June 10, 2014, the Board may find, pursuant to a motion for default judgment, that the allegations in the complaint are true. Further, the undisputed allegations in the General Counsel's motion disclose that the Region, by letter dated June 11, 2014, notified the Respondents that unless an answer was received by June 17, 2014, a motion for default judgment would be filed. The Respondents failed to file an answer.

In the absence of good cause being shown for the failure to file an answer, we deem the allegations in the complaint to be admitted as true, and we grant the General Counsel's Motion for Default Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, Respondent Dentz has been an Ohio corporation with an office and place of business located at 5181 West 161st Street, Brook Park, Ohio, and has been engaged in providing commercial and residential painting services.

At all material times, Respondent Global has been a Wyoming limited liability company with an office and place of business located at 5081 West 161st Street, Brook Park, Ohio, and has been engaged in providing commercial and residential painting and other contracting services.

At all material times, Respondent Dentz and Respondent Global have had substantially identical management, business purposes, operations, equipment, customers, supervision, and ownership.

On about August 3, 2011, Respondent Dentz established Respondent Global as a disguised continuation of Respondent Dentz for the purpose of evading its responsibilities under the Act.

Based on the operations and conduct described above, the Respondents are, and have been at all material times, alter egos within the meaning of the Act.

Until it ceased operations on about August 3, 2011, Respondent Dentz, in conducting its operations as described above, annually provided services valued in excess of $50,000 for the Cleveland Clinic, an enterprise located within the State of Ohio that is directly engaged in interstate commerce.

Respondent Global, in conducting its operations as described above, annually provides services valued in excess of $50,000 for the Cleveland Clinic, an enterprise located within the State of Ohio that is directly engaged in interstate commerce.

We find that the Respondents are employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

At all material times, the following individuals held positions set forth opposite their respective names and have been supervisors of Respondent Dentz within the meaning of Section 2(11) of the Act and agents of Respondent Dentz within the meaning of Section 2(13) of the Act:

Eric Dentz	President
Rebecca Dentz	CEO
Thomas Allamon	Project Manager

At all material times, the following individuals held positions set forth opposite their respective names and have been supervisors of Respondent Global within the meaning of Section 2(11) of the Act and agents of Respondent Global within the meaning of Section 2(13) of the Act:

Rebecca Dentz	President and CEO
Thomas Allamon	Project Manager

The following employees of Respondent Dentz constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act (the unit):

> All journeymen and apprentices engaged in commercial and residential painting work and related work.

On about November 7, 2009, Respondent Dentz, an employer engaged in the building and construction industry, entered into a Working Agreement whereby it agreed to be bound by the collective-bargaining agreement between the Union and the Northern Ohio Painting and Taping Contractors Association, effective from November 7, 2009 to April 7, 2013, and agreed to be bound to future agreements unless timely notice was given. By entering into the agreement described above, Respondent Dentz recognized the Union as the exclusive collective-bargaining representative of the unit without regard to whether the Union's majority status had ever been established under Section 9(a) of the Act. From November 7, 2009 to at least April 1, 2013, based on Section 9(a) of the Act, the Union has been the limited exclusive collective-bargaining representative of the unit.

The Respondents have engaged in the following conduct

1. Since about January 1, 2012, the Respondents have failed and refused to continue to employ employees of Respondent Dentz engaged in providing commercial and residential painting services. The Respondents engaged in the conduct described above because the employees of the Respondents joined and assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

2. Since about January 1, 2012, the Respondents have failed and refused to continue in effect the terms of the collective-bargaining agreement described above.

3. Since about January 1, 2012, the Respondents, by Rebecca Dentz, have bypassed the Union and dealt directly with employees with respect to wages and other terms and conditions of employment by discussing and negotiating individual pay rates and benefits.

4. Since about March 8, 2012, the Union has requested in writing that the Respondents provide it with information related to the business operations of the Respondents, employee information, and other information. That letter is attached to the complaint as Exhibit A.[1] The information requested by the Union, as described above, is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the unit. Since about March 8, 2012, the Respondents have failed and refused to furnish the information requested by the Union.

CONCLUSIONS OF LAW

1. By the conduct described above in paragraph 1, the Respondents have been discriminating in regard to the hire or tenure or terms or conditions of employment of their employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(3) and (1) of the Act.

2. By the conduct described above in paragraphs 2 through 4, the Respondents have been failing and refusing to bargain collectively and in good faith with the limited exclusive collective-bargaining representative of their employees within the meaning of Section 8(d) of the Act, in violation of Section 8(a)(5) and (1) of the Act.

3. The unfair labor practices of the Respondents affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondents have engaged in certain unfair labor practices, we shall order them to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondents violated Section 8(a)(3) and (1) by failing and refusing to continue to employ the unit employees of Respondent Dentz, we shall order the Respondents to offer these employees full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed. Further, the Respondents shall make the employees whole for any loss of earnings and other benefits suffered as a result of the discrimination against them. Backpay shall be computed in accordance with F. W. Woolworth Co., 90 NLRB 289 (1950), with interest at the rate prescribed in New Horizons for the Retarded, 283 NLRB 1173 (1987), compounded daily as prescribed in Kentucky River Medical Center, 356 NLRB No. 8

[1] The Union's March 8, 2012 letter is incorporated into this Decision and Order as "Appendix B."

(2010). In addition, the Respondents shall be required to remove from their files and records all references to the unlawful failure to continue to employ employees of Respondent Dentz, and to notify the discriminatees in writing that this has been done and that the unlawful references will not be used against them in any way.

Having further found that the Respondents violated Section 8(a)(5) and (1) of the Act by failing and refusing to continue in effect all the terms and conditions of the collective-bargaining agreement, we shall order the Respondents to honor and abide by the terms of the 2009–2013 Working Agreement, and any automatic extension or renewal thereof, and on request, to rescind these unilateral changes. We shall also order the Respondents to make the unit employees whole for any loss of earnings and other benefits they may have suffered as a result of these unlawful changes, in the manner set forth in Ogle Protection Service, 183 NLRB 682 (1970), enfd. 444 F.2d 502 (6th Cir. 1971), with interest as prescribed in New Horizons for the Retarded, supra, compounded daily as prescribed in Kentucky River Medical Center, supra.

In addition, having found that the Respondents violated Section 8(a)(5) and (1) by bypassing the Union and dealing directly with employees with respect to wages and other terms and conditions of employment by discussing and negotiating individual pay rates and benefits, we shall order the Respondents to recognize and bargain with the Union as the exclusive collective-bargaining representative of the unit employees with respect to wages, hours, and other terms and conditions of employment and, if an understanding is reached, to embody the understanding in a signed agreement.

Additionally, we shall order the Respondents to compensate the unit employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards and to file a report with the Social Security Administration allocating the backpay awards to the appropriate calendar quarters for each employee. Don Chavas, LLC d/b/a Tortillas Don Chavas, 361 NLRB No. 10 (2014).

Finally, having found that the Respondents violated Section 8(a)(5) and (1) by failing and refusing to furnish the Union with necessary and relevant information requested since about March 8, 2012, we shall order the Respondents to provide the Union with the requested information that is necessary for and relevant to its role as the limited collective-bargaining representative of the unit.

ORDER

The National Labor Relations Board orders that the Respondents, Dentz Painting, Inc. and Global Contracting Services, Brook Park, Ohio, their officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to continue to employ employees of Respondent Dentz engaged in providing commercial and residential painting services because they engage in protected concerted activities or because of their support for and activities on behalf of the Union or to discourage employees from engaging in these activities.

(b) Failing and refusing to bargain collectively and in good faith with Painters & Allied Trades District Council, No. 6 as the limited exclusive collective-bargaining representative of the employees in the following unit during the term of the Working Agreement, effective from November 7, 2009 to April 7, 2013, and any automatic renewal or extension of it:

> All journeymen and apprentices engaged in commercial and residential painting and related work.

(c) Failing and refusing to continue in effect all of the terms and conditions of the 2009–2013 Working Agreement, and any automatic renewal or extension of it.

(d) Bypassing the Union and dealing directly with employees with respect to wages and other terms and conditions of employment by discussing and negotiating individual pay rates and benefits.

(e) Failing and refusing to furnish the Union with the requested information that is relevant and necessary to its role as the limited exclusive collective-bargaining representative of the unit employees.

(f) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) On request, bargain with Painters & Allied Trades District Council, No. 6, as the limited exclusive collective-bargaining representative of the unit.

(b) On request by the Union, continue in effect all of the terms and conditions of employment contained in the 2009–2013 Working Agreement and any automatic renewal or extension of it, and rescind any unilateral changes upon request.

(c) Make the unit employees whole for any loss of earnings or other benefits they may have suffered as a result of the Respondents' unlawful conduct, with interest, in the manner set forth in the remedy section of this decision.

(d) Within 14 days from the date of this Order, offer the unit employees full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equiva-

lent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

(e) Compensate the unit employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and file a report with the Social Security Administration allocating the backpay awards to the appropriate calendar quarters for each employee.

(f) Within 14 days from the date of this Order, remove from their files any reference to the unlawful failure to continue to employ employees of Respondent Dentz engaged in providing commercial and residential painting services, and within 3 days thereafter, notify the employees in writing that this has been done and that the terminations will not be used against them in any way.

(g) Furnish the Union with the information it requested on March 8, 2012.

(h) Preserve and, within 14 days of a request, or such additional time as the Regional Director 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, timecards, personnel records and reports, and all other records including an electronic copy of such records, if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

(i) Within 14 days after service by the Region, post at their facility in Brook Park, Ohio, copies of the attached notice marked "Appendix A."[2] Copies of the notice, on forms provided by the Regional Director for Region 8, after being signed by the Respondents' authorized representative, shall be posted by the Respondents and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondents customarily communicate with their employees by such means. Reasonable steps shall be taken by the Respondents to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondents have gone out of business or closed the facilities involved in these proceedings, the Respondents shall duplicate and mail, at their own expense, a copy of the notice to all current employees and former employees employed by the Respondents at any time since January 1, 2012.

(j) Within 21 days after service by the Region, file with the Regional Director for Region 8 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondents have taken to comply.

Dated, Washington, D.C. September 5, 2014

Philip A. Miscimarra, Member

Kent Y. Hirozawa, Member

Harry I. Johnson, III, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX A

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT fail and refuse to continue to employ employees of Respondent Dentz engaged in providing commercial and residential painting services because they engage in protected concerted activities or because of their support for and activities on behalf of the Union or to discourage employees from engaging in these activities.

WE WILL NOT fail and refuse to bargain collectively and in good faith with Painters & Allied Trades District Council, No. 6 as the limited exclusive collective bargaining representative of our unit employees in the following unit during the term of the 2009-2013 Working Agreement and any automatic renewal or extension of it:

[2] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

All journeymen and apprentices engaged in commercial and residential painting work and related work.

WE WILL NOT fail and refuse to continue in effect all of the terms and conditions of the 2009-2013 Working Agreement and any automatic renewal or extension of it.

WE WILL NOT bypass the Union or deal directly with employees with respect to wages and other terms and conditions of employment by discussing and negotiating individual pay rates and benefits.

WE WILL NOT fail and refuse to furnish the Union with requested information that is necessary for and relevant to the performance of its duties as the exclusive collective-bargaining representative of the unit employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL, on request, bargain with the Union as the limited exclusive collective-bargaining representative of the employees in the unit.

WE WILL, on request by the Union, continue in effect all of the terms and conditions of employment contained in our 2009-2013 Working Agreement and any automatic renewal or extension of it, and WE WILL rescind any unilateral changes upon request.

WE WILL make our unit employees whole for any loss of earnings or other benefits they may have suffered as a result of our unlawful conduct, with interest.

WE WILL, within 14 days from the date of the Board's Order, offer the unit employees full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to the unlawful failure to continue to employ employees of Respondent Dentz engaged in providing commercial and residential painting services, and WE WILL, within 3 days thereafter, notify the employees in writing that this has been done and that the terminations will not be used against them in any way.

WE WILL furnish the Union with the information it requested on March 8, 2012.

WE WILL compensate our unit employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and WE WILL file a report with the Social Security Administration allocating the backpay award to the appropriate calendar quarters for each employee.

DENTZ PAINTING, INC. AND GLOBAL CONTRACTING SERVICES

The Board's decision can be found at www.nlrb.gov/case/08-CA-083055 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, D.C. 20570, or by calling (202) 273-1940.

APPENDIX B

Painters & Allied Trades District Council No. 6
State of Ohio and Central Kentucky
AFL-CIO

8257 Dow Circle
Cleveland, Ohio 44136
Phone: 440/239-4575 • 866/239-4575 • Fax: 440/234-6527

James Watroba
Business Manager
Secy-Treas

LOCALS

7, 123, 181, 238, 249, 372, 387, 476, 505, 555, 603, 630, 707, 788, 841, 847, 948, 1020, 1103, 1162, 1275

REPRESENTING

• PAINTERS •
• GLAZIERS •
• DRYWALL FINISHERS •
• SIGN & DISPLAY WORKERS •

AGENTS/ ORGANIZERS

GREG BOONE
DANA CLARK
JOE CRYTSER
LOU FERRANTE
GREG GOLEMBIEWSKI
JOE HALAS
SCOTT HARTER
BILLY KEEL
TOM KOPP
GARY McPHERON
CHARLIE MEADOWS
BRIAN OUTLAND
JAMIE PEPPERS
JOSE PINTO
TIM RICHARDS
JIM SHERWOOD
HARRY THOMAS
JAMES WATROBA

March 8, 2012

Rebecca Dentz
Dentz Painting, Inc.
5181 W. 161 Street
Brookpark, OH 44142

Dear Rebecca:

As you know, your company, Dentz Painting, Inc. ("Dentz"), is signatory to the Collective Bargaining Agreement with the International Brotherhood of Painters and Allied Trades, AFL-CIO, District Council No. 6 of Cleveland (the "Union"). Recently, the Union obtained information suggesting that you set up an alter ego or double breasted company for the purpose of avoiding Dentz's obligations under the Collective Bargaining Agreement between the Union and Dentz. It is the Union's understanding that the alter ego or double breasted company, a non-union company, is called Global Painting. If it is true that Global Painting is the alter ego of Dentz, the labor obligations of Dentz must be shared by Global Painting, and both companies can be found liable for any violation of the National Labor Relations Act.

In order to make certain the Union is properly performing its duties as collective-bargaining representative, please provide responses to the questions attached. The questions are directed at the time period of the current Collective Bargaining Agreement, 11/7/09 through 5/1/13. Please provide responses to each and every question set forth below and produce all the information you are able to furnish. If you are unable to furnish any of the requested information, please state, under oath, the specific reasons the information cannot be produced for each question. Please respond no later than the close of business on March 22, 2012.

Sincerely,

James Watroba
Business Manager Secretary-Treasurer

JW/ad
OPEIU-1794 afl/cio

Attachments (8 pages)

GC EXH. A

Printed on recycled paper

Exhibit A

Rebecca Dentz
Dentz Painting, Inc.

March 8, 2012

1. Describe the type of business in which your company engages.
Describe the type of business in which the non-union company engages.

2. Define the geographic area in which your company does business.
Define the geographic area in which the non-union company does business.

3. State the business address(es) and identify all office locations of your company.
State the business address(es) and identify all office locations of the non-union company.

4. Identify your company's post office box(es) by number and location.
Identify the non-union company's post office box(es) by number and location.

5. Identify your company's business phone number(s) and directory listing(s).
Identify the non-union company's business phone number(s) and directory listing(s).

6. Identify the banking institution, branch location, and account number of your company's bank account(s).
Identify the banking institution, branch location, and account number of the non-union company's bank account(s).

7. Identify the banking institution, branch location, and account number of your company's payroll account(s) not identified above.
Identify the banking institution, branch location, and account number of the non-union company's payroll account(s) not identified above.

8. Identify where and by whom your company's accounting records are kept.
Identify where and by whom the non-union company's accounting records are kept.

9. Identify your company's principal accountant.
Identify the non-union company's principal accountant.

10. Identify where and by whom your company's corporate records are kept.
Identify where and by whom the non-union company's corporation records are kept.

11. Identify where and by whom your company's other business record books are kept.
Identify where and by whom the non-union company's other business record books are kept.

12. Identify your company's principal bookkeeper.
Identify the non-union company's principal bookkeeper.

GC EXH. A

Exhibit A

Rebecca Dentz
Dentz Painting, Inc.

March 8, 2012

13. Identify your company's principal payroll preparer.
Identify the non-union company's principal payroll preparer.

14. Identify your company's contractor license number for states where it does construction business.
Identify the non-union company's contractor license number for states where it does construction business.

15. Identify the carrier and policy number for your company's workers compensation insurance.
Identify the carrier and policy number for the non-union company's workers compensation insurance.

16. Identify the carrier and policy number for your company's other health insurance program(s).
Identify the carrier and policy number for the non-union company's other health insurance program(s).

17. (a) Identify your company's federal tax payer identification number.
Identify the non-union company's federal tax payer identification number.
(b) Identify where and by whom your company's federal tax returns are kept.
Identify where and by whom the non-union company's federal tax returns are kept.

18. (a) Identify your company's other federal or state tax-payer identification numbers.
Identify the non-union company's other federal or state taxpayer identification numbers.
(b) Identify where and by whom your company's other federal or state tax reports are kept.
Identify where and by whom the non-union company's other federal or state tax reports are kept.

19. Identify amount(s) involved, reason(s) for, and date(s) of transfer of any funds between your company and the non-union company.

20. Identify source(s) and amount(s) of your company's line(s) of credit.
Identify source(s) and amount(s) of your non-union company's line(s) of credit.

21. Identify amount(s) involved and date(s) when your company has operated its capital with a guarantee of performance by the non-union company.
Identify amount(s) involved and date(s) when the non-union company has operated its capital with a guarantee of performance by your company.

GC EXH. A

Exhibit A

Rebecca Dentz
Dentz Painting, Inc.

March 8, 2012

22. Identify business(es) to whom your company rents, leases, or otherwise provides office space.
Identify business(es) to whom the non-union company rents, leases, or otherwise provides office space.

23. Identify the calendar period and terms by which your company provides office space to the non-union company, or is provided with office space by the non-union company.

24. Identify your company's building and or office suppliers.
Identify the non-union company's building and or office suppliers.

25. Identify by item(s) purchased, date(s) of purchase, and dollar volume of purchase(s) those building and or office supplies not purchased separately by your company and the non-union company.

26. Identify business(es) that use your company's (a) tools or (b) equipment.
Identify business(es) that use the non-union company's (a) tools or (b) equipment.

27. Identify business(es) to whom your company sells, rents, or leases its (a) operating equipment, (b) office equipment, (c) construction equipment, or (d) tools.
Identify business(es) to whom the non-union company sells, rents, or leases its (a) operating equipment, (b) office equipment, (c) construction equipment, or (d) tools.

28. Identify business(es) from whom your company buys, rents, or leases its equipment.
Identify business(es) from whom the non-union company buys, rents, or leases its equipment.

29. Identify those equipment transactions that your company arranges by written agreement.
Identify those equipment transactions that the non-union company arranges by written agreement.

30. Regarding equipment transactions between your company and the non-union company, identify the purchase, rental, or lease rate, equipment involved, calendar period, and dollar volume of each transaction.

31. Regarding equipment transactions between your company and business(es) separate from the non-union company, identify the purchase, rental, or lease rate, equipment involved, calendar period, and dollar volume of each transaction.

32. Regarding equipment transactions between the nonunion company and business(es) separate from your company, identify the purchase, rental, or lease rate, equipment involved, calendar period, and dollar volume of each transaction.

GC EXH. A

Exhibit A

Rebecca Dentz
Dentz Painting, Inc. March 8, 2012

33. Identify those of the following services that are provided to the non-union company by or at your company.

(a) administrative
(b) bookkeeping
(c) clerical
(d) detailing
(e) drafting
(f) engineering
(g) estimating
(h) managerial
(i) patternmaking
(j) sketching
(k) fabricating
(l) other

34. Identify those of the following services that are provided to your company by or at the non-union company.

(a) administrative
(b) bookkeeping
(c) clerical
(d) detailing
(e) drafting
(f) engineering
(g) estimating
(h) managerial
(i) patternmaking
(j) sketching
(k) fabricating
(l) other

35. Identify where your company advertises for customer business.
Identify where the non-union company advertises for customer business.

36. Identify your company's customers.
Identify the non-union company's customers.

37. Identify customers your company has referred to the non-union company.
Identify customers the non-union company has refer to your company.

38. What customers of the non-union company are now or were formerly customers for your company.

GC EXH. A

Exhibit A

Rebecca Dentz
Dentz Painting, Inc.

March 8, 2012

39. Regarding customers identified above as common to your company and the non-union company, state the calendar period and dollar volume of work performed for the customer by your company.
Regarding customers identified above as common to your company and the non-union company, state the calendar period and dollar volume of work performed for the customer by the non-union company.

40. State the dollar volume of business per job performed by your company.
State the dollar volume of business per job performed by the non-union company.

41. Does your company negotiate jobs to obtain work?
Does the non-union company negotiate jobs to obtain work?

42. Does your company bid jobs to obtain work?
Does the non-union company bid jobs to obtain work?

43. Identify those persons who bid and or negotiate your company's work.
Identify those persons who bid and or negotiate the non-union company's work.

44. State the dollar volume minimum and or maximum (if any) as established by law or regulation, that your company may bid on public works projects.
State the dollar volume minimum and or maximum (if any) as established by law or regulations, that the non-union company may bid on public works projects.

45. Identify by customer, calendar period, and dollar volume any job(s) on which your company and the non-union company have bid competitively.

46. Identify by customer, calendar period, and dollar volume any work which your company has subcontracted to, or received by subcontract from the non-union company.

47. Identify subcontract work arranged by written agreement between your company and the non-union company.

48. State the reason for each subcontract let by your company.
State the reason for each subcontract let by the non-union company.

49. Identify by customer, calendar period, and dollar volume any projects on which your company has succeeded, or been succeeded by, the non-union company.

50. Identify work your company performs on the non-union company's products.
Identify work the non-union company performs on your company's products.

51. Identify where your company advertises for employee hires.
Identify where the non-union company advertises for employee hires.

GC EXH. A

Exhibit A

Rebecca Dentz
Dentz Painting, Inc.

March 8, 2012

52. Identify by job title or craft position the number of employees employed by your company per pay period.
Identify by job title or craft position the number of employees employed by the non-union company per pay period.

53. Identify the skills that your company's employees possess.
Identify the skills that the non-union company's employees possess.

54. Identify where your company's employees report for work.
Identify where the non-union company's employees report for work.

55. Identify by job title or craft position and respective employment dates those employees of your company who are or have been employees at the non-union company.

56. Identify by job title or craft position and respective employment dates those employees of the non-union company who are or have been employees at your company.

57. Identify by job title or craft position and transfer dates those employees otherwise transferred between your company and the non-union company.

58. Identify projects of each company on which these employees were working at the time of transfer.

59. Identify your company's (a) supervisors, (b) job superintendents, and (c) forepersons or other supervisory persons with authority to him, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsible to direct employees, or to adjust their grievances, or effectively to recommend such action.
Identify the non-union company's (a) supervisors, (b) job superintendents, and (c) forepersons or other supervisory persons with authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsible to direct employees, or to adjust their grievances, or effectively to recommend such action.

60. Regarding those supervisory persons described above as common to your company and the non-union company, identify the period(s) of employment with each company.

61. Identify your company's personnel ever authorized to supervise the non-union company's employees.
Identify the non-union company's personnel ever authorized to supervise your company's employees.

62. Identify by project involved, personnel involved, and date of event, any occasion when your company's personnel performed a supervisory function for the non-union company.
Identify by project involved, personnel involved, and date of event, any occasion when the non-union company's personnel performed a supervisory function for your company.

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63. Identify your company's managerial personnel having authority to formulate and effectuate management policies or otherwise able to recommend or to exercise discretionary action within or even independently of established policy.
Identify the non-union company's managerial having authority to formulate and effectuate management policies or otherwise able to recommend or to exercise discretionary action within or even independently of established policy.

64. Identify your company's representatives who have authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline supervisory personnel, or responsible to direct supervisory personnel, or to adjust their grievances, or effectively to recommend such action.
Identify the non-union company's representatives who have authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline supervisory personnel, or responsible to direct supervisory personnel, or to adjust their grievances, or effectively to recommend such action.

65. Identify your company's representatives otherwise actively involved with day-to-day management or operations.
Identify the non-union company's representatives otherwise actively involved with day-to-day management or operations.

66. Identify by title and respective dates of employment those managerial personnel of your company ever employed by the non-union company.
Identify by title and respective dates of employment those managerial personnel of the non-union company ever employed by your company.

67. Describe your company's compensation program including employee wage rates.
Describe the non-union company's compensation program including employee wage rates.

68. Describe your company's fringe benefits program.
Describe the non-union company's fringe benefits program.

69. Describe your company's labor relations policy.
Describe the non-union company's labor relations policy.

70. Identify your company's representative(s) who establish or otherwise control labor relations policy.
Identify the non-union company's representative(s) who establish or otherwise control labor relations policy.

71. Identify your company's labor relations representative(s).
Identify the non-union company's labor relations representative

72. Identify your company's legal counsel on labor relations matters.
Identify the non-union company's legal counsel on labor relation matters.

73. Identify your company's membership status in the Associated General Contractors.

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74. Identify your company's membership status in any other employer association.
Identify the non-union company's membership status in any other employer association.

75. Identify your company's officers.
Identify the non-union company's officers.

76. Identify your company's directors.
Identify the non-union company's directors.

77. Identify place(s) and date(s) of your company's directors meetings.
Identify place(s) and date(s) of your non-union company's directors meetings.

78. Identify your company's owners and or stockholders.
Identify the non-union company's owners and or stockholders.

79. Identify the ownership interest held among your company's owners and or stockholders.
Identify the ownership interest held among the non-union company's owners and or stockholders.

GC EXH. A

Exhibit A