

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

PEREGRINE CO., INC.

and

Case 28-CA-22469

HIRAM GLENN, JR., an Individual

**STATEMENT IN SUPPORT OF MOTION FOR DEFAULT
JUDGMENT AND ISSUANCE OF DECISION AND ORDER**

The Acting General Counsel (General Counsel) files this Statement in Support of Motion For Default Judgment and Issuance of Decision and Order in response to the National Labor Relations Board's Notice to Show Cause order issued on April 8, 2011 (the Board's Order). By letter dated April 18, 2011, Respondent responded to the Board's Order (Respondent's Response), admits that it has defaulted on the terms of the Settlement Agreement (Agreement) upon which General Counsel's Motion for Default Judgment (General Counsel's Motion) is based and declares that it will not comply with the terms of the Agreement. As a result, there are no genuine issues of fact which warrant a hearing. Accordingly, for the reasons set out below, General Counsel respectfully moves that the Board expeditiously issue a Decision and Order against Respondent.

The Agreement contains a default provision which became effective when Respondent failed to comply with the terms of the Agreement. Specifically, this term of the Agreement provides that, upon Respondent's failure to comply with the terms of the Agreement, the allegations of the Complaint would be deemed admitted; Respondent's answer to the Complaint would be deemed withdrawn; and the only issue which Respondent may raise before the Board that of whether it has defaulted on the terms of the Agreement.

The Board has explicitly approved such a provision and found it enforceable. See *Ernest Lee Tile Contractors, Inc.*, 330 NLRB No. 61 (2000) (language enforceable despite partial compliance with settlement agreement); *Tuv Taam Corp.*, 340 NLRB 756 (2003); *Chicago Parking Company*, 356 NLRB No. 72 (January 11, 2011). Respondent had ample time to comply with the terms of the Agreement, admits that it has failed to do so, and has announced that it does not intend to comply with the terms of the Agreement. As a result, the issuance of a Board order contemplated and supported by the Agreement and General Counsel's Motion is warranted.

Specifically, based on Respondent's failure to comply with the terms of the Agreement, and its Response which declares that it has no intention of complying with such terms (a copy of Respondent's letter is annexed and marked as General Counsel's Exhibit 1), General Counsel requests that the Board find the allegations of the Complaint be deemed admitted to be true. *American Gem Sprinkler Co.*, 316 NLRB 102 (1995) (Board granted motion for summary judgment in absence of valid answer to complaint); *Sorensen Industries*, 290 NLRB 1132 (1988).

As a result, and in the absence of any factual or legal issues requiring further determination, the General Counsel respectfully moves that the Board grant this matter the expeditious consideration that is warranted; issue a Decision and Order containing findings of fact and conclusions of law based on and in accordance with the allegations of the reissued Complaint; and provide the appropriate remedy for such unfair labor practices, including an order requiring Respondent to post a Notice to Employees, make Hiram Glenn, Jr., whole,

with interest, for the losses suffered as a result of Respondent's unfair labor practices, and providing other additional relief as appropriated and warranted.

Dated at Phoenix, Arizona, this 22nd day of April 2011.

/s/ William Mabry III
William Mabry III
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National Labor Relations Board
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CERTIFICATE OF SERVICE

I hereby certify that a copy of STATEMENT IN SUPPORT OF MOTION FOR DEFAULT JUDGMENT AND ISSUANCE OF DECISION AND ORDER in Peregrine Co., Inc. Case 28-CA-22469, was served by E-File, E-Gov, E-mail and Overnight Delivery via United Parcel Service, on this 22nd day of April 2011, on the following:

Via E-Filing, E-Gov:

Lester A. Heltzer, Executive Secretary
Office of the Executive Secretary
National Labor Relations Board
1099 14th Street, N.W.
Washington, D.C. 20570

Via E-mail:

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April 18, 2011

United States Government
National Labor Relations Board
Region 28
2600 North Central Avenue – Ste. 1800
Phoenix, AZ 85004-3099

RE: Peregrine Co., Inc.
Case 28-CA-22469

Dear Miguel Rodriguez:

The purpose of this letter is to advise you that Peregrine Co., Inc. is no longer in business. The company has shut down as a result of several contracts which have gone bad. There are a significant number of claims being made against Peregrine asking for wages contract obligations, however there are no funds and no resources in which to pay those amounts.

As a result, please be advised that Peregrine will not be able to comply with the obligations per the settlement agreement in the above referenced matter.

If you have any questions or concerns please feel free to contact me at the above address.

Sincerely,

SHUMWAY VAN & HANSEN, CHTD.



Michael C. Van, Esq.

MCV:cas