

Republic Windows and Doors, LLC and Echo Windows and Doors, LLC, An Alter Ego and United Electrical, Radio and Machine Workers of America, Local 1110. Case 13–CA–45077

June 22, 2011

DECISION AND ORDER

BY CHAIRMAN LIEBMAN AND MEMBERS BECKER
AND PEARCE

The General Counsel seeks a default judgment in this case on the ground that the Respondent has failed to file an answer to the first amended complaint and first amended compliance specification. On a charge filed by the Union on January 6, 2009, the General Counsel issued the complaint, compliance specification, and notice of hearing on April 24, 2009, alleging that Republic Windows and Doors, LLC (Respondent Republic) and Echo Windows and Doors, LLC (Respondent Echo), an alter ego (collectively the Respondent), violated Section 8(a)(5), (3), and (1) of the Act. Thereafter, on May 22, 2009, the General Counsel issued a first amended complaint and first amended compliance specification, alleging that the Respondent violated Section 8(a)(5), (3), and (1) of the Act.¹ The Respondent failed to file an answer to the complaint and compliance specification and to the first amended complaint and first amended compliance specification.

On July 9, 2009, the General Counsel filed a Motion for Default Judgment with the Board. On July 16, 2009, 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 Respondent 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 the complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. Similarly, Section 102.56 of the Board's Rules

¹ The General Counsel's motion indicates that on December 5, 2008, Respondent Republic ceased operations at its facility located at 930 W. Evergreen St., Chicago, Illinois 60642, and on December 12, 2008, it filed a Chapter 7 voluntary bankruptcy petition with the U.S. Bankruptcy Court for the Northern District of Illinois. Because of these developments, the complaint, compliance specification, notice of hearing, the first amended complaint, and first amended compliance specification were each served on persons and entities representing Respondent Republic and Respondent Echo, including the bankruptcy trustee and his attorney.

and Regulations provides that the allegations in a compliance specification will be taken as true if an answer is not filed within 21 days from service of the compliance specification. In addition, the first amended complaint and first amended compliance specification affirmatively stated that unless an answer was filed by June 15, 2009, the Board may find, pursuant to a motion for default judgment, that the allegations in the first amended complaint and first amended compliance specification are true. On June 17, 2009, counsel for Respondent Republic's bankruptcy trustee informed counsel for the General Counsel that the trustee did not intend to file an answer.²

In the absence of good cause being shown for the failure to file an answer, 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 Republic, a corporation, with an office and place of business in Chicago, Illinois (the Goose Island facility), has been in the business of manufacturing windows and doors. At all material times, Respondent Echo, a corporation, with an office and place of business in Red Oak, Iowa (the Red Oak facility), has been in the business of manufacturing windows and doors.

About November 18, 2008, Respondent Republic established Respondent Echo as a disguised continuation of Respondent Republic for the purpose of evading its responsibilities under the Act. At all material times, Respondent Republic and Respondent Echo have had substantially identical ownership, business purpose, management and supervision, equipment, and customers. Based on the operations and conduct described above, Respondent Republic and Respondent Echo are, and have been at all material times, alter egos within the meaning of the Act.

During the calendar year preceding issuance of the first amended complaint and first amended compliance specification, a representative period, Respondent Republic, in conducting its business operations described above, purchased and received goods, products, and ma-

² It is well established that the institution of bankruptcy proceedings does not deprive the Board of jurisdiction or authority to entertain and process an unfair labor practice case to its final disposition. See, e.g., *Cardinal Services*, 295 NLRB 933 fn. 2 (1989), and cases cited therein. Board proceedings fall within the exception to the automatic stay provisions for proceedings by a governmental unit to enforce its policy or regulatory powers. See *id.*, and cases cited therein; *NLRB v. 15th Avenue Iron Works, Inc.*, 964 F.2d 1336, 1337 (2d Cir. 1992). Accord: *Ahrens Aircraft, Inc. v. NLRB*, 703 F.2d 23 (1st Cir. 1983).

materials valued in excess of \$50,000 directly from points outside of the State of Illinois.

We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and that United Electrical, Radio and Machine Workers of America, Local 1110 (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, listed opposite their respective positions, have been supervisors of Respondent Republic, within the meaning of Section 2(11) of the Act and agents of Respondent Republic, within the meaning of Section 2(13) of the Act:

Richard Gillman	Owner/Chief Executive Officer
William Smith	Owner
Barry Dubin	Chief Operating Officer
Tim Widner	Plant Manager
Megan Costigan	Human Resources Manager
Amy Zimmerman	Head Marketing & Sales Supervisor
Mary Kay Marzoni	Customer Service Supervisor
Andrea Wagner	Art Director
Arnold Jagiello	Maintenance Manager
Ken Karuhn	Engineering Manager

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

Richard Gillman	President
Sharon Gillman	Owner
Brian Elias	Owner
William Smith	Owner
Tim Widner	General Manager
Amy Zimmerman	Head Marketing & Sales Supervisor
Mary Kay Marzoni	Customer Service Supervisor
Andrea Wagner	Art Director
Dwayne Adams	Plant Manager
Nancy Fong	Controller

At all material times, the following employees of Respondent Republic (the unit) constituted a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and part-time production and maintenance employees, drivers, and shipping and receiving employees employed by Republic Windows and Doors,

LLC, at its facility currently located at 930 W. Evergreen Avenue, Chicago, Illinois 60622, and 425 N. Meyer Road, Bensenville, Illinois 60105, but excluding all administrative or clerical employees, professional or technical employees, salesmen, guards, and supervisors as defined in the Act.

On November 29, 2004, the Union was certified as the exclusive collective-bargaining representative of the unit of employees employed by Respondent Republic.

Since about November 29, 2004, and at all material times, the Union has been recognized as the exclusive collective-bargaining representative by Respondent Republic. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from June 1, 2008, through May 31, 2011.

At all times since about November 29, 2004, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit employed by Respondent Republic.

The Respondent engaged in the following conduct.

1. Beginning about November 18, 2008, Respondent Republic created Respondent Echo as its alter ego. About December 5, 2008, Respondent Republic transferred the bargaining unit work at its Goose Island facility to the Red Oak facility of Respondent Echo. Respondent Republic also closed its Goose Island facility about December 5, 2008, and terminated the unit employees, whose names are set forth in attachment A.

2. About December 2008, the Respondent ceased deducting membership dues and initiation fees from employees' paychecks and ceased transmitting the total amount to the Union within 10 days of the first payroll date of the month, as required by article I, section 3 of the parties' 2008–2011 collective-bargaining agreement. During this period, the Respondent also ceased remitting moneys deducted from employees' paychecks for contributions to their 401(k) retirement plans and ceased making matching contributions on those moneys, as required by article X of the parties' 2008–2011 collective-bargaining agreement.

3. Respondent engaged in the conduct described above in paragraph 1 in order to avoid its obligations to the Union as the employees' collective-bargaining representative and to repudiate its obligations under the parties' 2008–2011 collective-bargaining agreement, including its obligation to deduct and transmit dues and fees to the Union and its obligation to remit and match employee contributions to their 401(k) plans as described above.

4. The subjects set forth above in paragraphs 1–3 relate to wages, hours, and other terms and conditions of em-

ployment of the unit and are mandatory subjects for the purposes of collective bargaining.

5. The Respondent engaged in the conduct described above in paragraphs 1–3 without giving prior notice to the Union and without affording the Union an opportunity to bargain with the Respondent with respect to the decisions and the effects of the decisions.

6. About November 18, 2008, the Union requested that Respondent Republic furnish the Union with the following information:

- a. A complete listing of all machinery and equipment that was no longer being used and had been removed from the factory, as well as the date that the machinery and equipment stopped being used in production, the reason it was no longer in use, whether the removal was permanent or temporary, and where the machinery and equipment was taken and for what purpose.
- b. An explanation of the anticipated effects on the bargaining unit for each of the machines and equipment that was no longer in use.
- c. An explanation of any future plans to remove additional machinery or equipment from the factory and the anticipated effects on bargaining unit members.

7. About November 20, 2008, the Union requested that Respondent Republic furnish the Union with the following additional information:

- a. A complete list of all office equipment, furniture and files that were removed from the company, the location and why the items were removed at night and on weekends.
- b. A complete list of all equipment and machinery sold, to whom it was sold and at what price, including the name and address of the buyer and the date it was sold.
- c. A list of any additional equipment, furniture, files, and machinery that the company planned on selling or removing from the plant, including the specific plan for each item.

8. The information requested by the Union, as described above in paragraphs 6 and 7, is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the unit. Since about November 20, 2008, and continuing to date, Respondent Republic has failed and refused to furnish the information requested by the Union.

9. The collective-bargaining agreement between Respondent Republic and the Union, described above, contains a grievance and arbitration procedure in article IV to resolve disputes between these parties.

10. About November 26, 2008, the Union timely filed a grievance pursuant to article IV of the collective-bargaining agreement alleging that Respondent Republic subcontracted bargaining unit work currently being done by members of the unit and moved the manufacture of windows and doors to another location within 40 miles of the Goose Island facility in violation of the agreement.

11. Since about December 5, 2008, Respondent Republic has refused to process the grievance.

CONCLUSIONS OF LAW

1. By the conduct described above in paragraphs 1–3, the Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its 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 1–11, the Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its 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 Respondent affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent violated Section 8(a)(5), (3), and (1) by creating Respondent Echo as an alter ego to Respondent Republic, transferring unit work from the Goose Island facility of Respondent Republic to the Red Oak facility of Respondent Echo, closing the Goose Island facility of Respondent Republic, and terminating the unit employees whose names are set forth in attachment A, we shall order the Respondent to make the employees named in attachment A whole by paying them the amounts set forth following their names, plus interest accrued to the date of payment as set forth in *New Horizons for the Retarded*, 283 NLRB 1173 (1987), and minus tax withholdings required by Federal and State laws.

Interest shall be compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010).³

The remedy for this violation would ordinarily also include an order requiring the Respondent to offer full reinstatement to the discriminatees within 14 days from the date of our Order. However, in light of the fact that the Respondent has ceased operations and has filed a Chapter 7 voluntary bankruptcy petition, we shall not order the immediate reinstatement of the unit employees. Instead, to further effectuate the policies of the Act, we shall order the Respondent, in the event that it resumes the same or similar business operations, to offer the unit employees reinstatement to their former positions or, if those positions no longer exist, to substantially equivalent jobs, without prejudice to their seniority or any other rights and privileges previously enjoyed. The Respondent shall also be required to remove from its files any and all references to the unlawful termination of its employees and to notify them in writing that this has been done and that the unlawful terminations will not be used against them in any way.

Further, having found that the Respondent violated Section 8(a)(5) and (1) by failing and refusing to bargain with the Union regarding its decisions to create an alter ego, transfer unit work, terminate the unit employees, and close its Goose Island facility, we shall order the Respondent, on request, to bargain with the Union about these decisions and/or the effects of these decisions.

Having found that the Respondent violated Section 8(a)(5), (3), and (1) by failing since December 2008 to deduct membership dues and initiation fees from employees' paychecks and by failing to remit these dues and fees to the Union, as required by article I, section 3 of the parties' 2008–2011 collective-bargaining agreement, we shall order the Respondent to remit to the Union the amount set forth in the first amended compliance specification, with interest.⁴

Having also found that the Respondent violated Section 8(a)(5) and (1) by failing since December 2008 to remit unit employees' contributions to their 401(k) retirement accounts and failing to make matching contributions on those accounts as required by article X of the

parties' 2008–2011 collective-bargaining agreement, we shall order the Respondent to make all such contributions that have not been made since that date,⁵ including any additional amounts due the 401(k) accounts in accordance with *Merryweather Optical Co.*, 240 NLRB 1213, 1216 fn. 7 (1979), and to make whole the unit employees for any loss of interest they may have suffered as a result of the failure to make such payments.⁶ The Respondent shall also reimburse unit employees for any expenses ensuing from its failure to make the contractually required contributions, as set forth in *Kraft Plumbing & Heating*, 252 NLRB 891 fn. 2 (1980), enfd. mem. 661 F.2d 940 (9th Cir. 1981), such payments to be computed 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.⁷

Moreover, having found that the Respondent violated Section 8(a)(5) and (1) by failing and refusing to furnish the Union with relevant and necessary information requested on November 18 and 20, 2008, and refusing to process the grievance filed by the Union, we shall order the Respondent to provide the Union with the requested information and, on request, to process the grievance.

Finally, in view of the fact that the Respondent has ceased operations, we shall order the Respondent to mail a copy of the attached notice to the Union and to the last known addresses of its former unit employees in order to inform them of the outcome of this proceeding. In addition to mailing paper notices, we shall order the Respondent to distribute notices electronically, such as by

⁵ The first amended compliance specification states that an approximate measure of the amount of the Respondent's contributions owing to each discriminatee's 401(k) account is equal to the backpay owing each discriminatee multiplied by 5 percent multiplied by 50 percent. Although the first amended compliance specification does not perform this calculation, the application of this formula to the backpay for each employee listed in the specification is a mechanical act. Accordingly, we have performed the calculation and listed the amount due in attachment A.

⁶ To the extent that an employee has made personal contributions to his or her 401(k) account that have been accepted by the plan in lieu of the Respondent's delinquent contributions during the period of the delinquency, the Respondent will reimburse the employee, but the amount of such reimbursement will constitute a setoff to the amount that the Respondent otherwise owes the fund.

⁷ The first amended compliance specification indicates that the unpaid 401(k) contributions, the individual investments of the discriminatees, and the appreciation of the value of any unpaid contributions owed individual 401(k) accounts are not currently known and that the Respondent's obligation to make whole the discriminatees named in attachment A will be discharged by payment of the amount indicated therein, plus the Respondent's contributions to the discriminatees' 401(k) accounts. The Regional Director has reserved the right to amend the provisions of the first amended compliance specification to include these amounts.

³ We shall also grant the General Counsel's request for a limited backpay, effects-bargaining remedy under *Transmarine Corp.*, 170 NLRB 389 (1968). According to the General Counsel's amended complaint and compliance specification, the calculations in attachment A represent the combined backpay and *Transmarine* remedies.

⁴ The first amended compliance specification states that in December 2008, Respondent Republic forwarded to the Union its last union dues and fees check for \$4736.04 and that the check failed to clear due to insufficient funds in the account upon which it was drawn. The first amended compliance specification further states that this is the total amount of union dues owed to the Union.

email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means.

ORDER

The National Labor Relations Board orders that the Respondent, Republic Windows and Doors, LLC, Chicago, Illinois, and Echo Windows and Doors, LLC, Red Oak, Iowa, an alter ego (Bankruptcy Trustee Phillip Levey), its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Engaging in the creation of an alter ego, transferring bargaining unit work to the alter ego, closing its facility, and terminating the unit employees in order to avoid its obligations to the Union as the collective-bargaining representative of its unit employees.

(b) Failing and refusing to bargain collectively and in good faith with United Electrical, Radio and Machine Workers of America, Local 1110, as the exclusive representative of the employees in the unit by (1) transferring bargaining unit work, closing its facility and terminating the unit employees without notice to the Union and without providing the Union with an opportunity to bargain about these decisions and the effects of these decisions; and (2) failing to continue in effect all the terms and conditions of its 2008–2011 collective-bargaining agreement with the Union as required by article I, section 3, concerning membership dues and initiation fees, article X concerning contributions to employees' 401(k) retirement plans, and article IV concerning processing of grievances. The appropriate unit is:

All full-time and part-time production and maintenance employees, drivers, and shipping and receiving employees employed by Republic Windows and Doors, LLC, at its facility currently located at 930 W. Evergreen Avenue, Chicago, Illinois 60622, and 425 N. Meyer Road, Bensenville, Illinois 60105, but excluding all administrative or clerical employees, professional or technical employees, salesmen, guards, and supervisors as defined in the Act.

(c) Failing and refusing to furnish the Union information that is relevant and necessary to its role as the exclusive bargaining representative of the unit employees.

(d) 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) Make whole the unit employees for any losses suffered as a result of the Respondent's unlawful conduct by

paying them the amounts listed in attachment A, plus any additional amounts necessary to make them whole for the Respondent's failure to remit monies deducted from their paychecks for contributions to their 401(k) retirement plans and its failure to make matching contributions on those amounts as required by article X of the parties' 2008–2011 collective-bargaining agreement, upon the Regional Director's amendment of the first amended compliance specification to include those amounts, in the manner set forth in the remedy section of this decision. The amount of backpay due is \$1,507,224.40, and the amount of 401(k) contributions due is \$37,680.61.

(b) In the event the Respondent resumes operations, offer unit employees reinstatement to their former positions or, if those positions no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights and privileges previously enjoyed.

(c) Remit to the Union the moneys deducted for membership dues and initiation fees as required by article I, section 3 of the parties' 2008–2011 collective-bargaining agreement, in the amount of \$4736.04.

(d) On request, bargain with the Union over its decisions to create an alter ego, transfer unit work, close its Goose Island facility, and terminate the unit employees, and the effects of such decisions, and put in writing and sign any agreement reached as a result of such bargaining.

(e) Furnish the Union with the information it requested on November 18 and 20, 2008.

(f) On request, process the grievance filed by the Union under article IV of the parties' 2008–2011 collective-bargaining agreement.

(g) 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.

(h) Within 14 days after service by the Region, duplicate and mail, at its own expense, and after being signed by the Respondent's authorized representative, copies of the attached notice marked "Appendix"⁸ to the Union and to all unit employees employed by the Respondent at the time that it closed its Goose Island facility on De-

⁸ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Mailed by Order of the National Labor Relations Board" shall read "Mailed Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

ember 5, 2008. In addition to mailing 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 Respondent customarily communicates with its employees by such means.

(i) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

APPENDIX

NOTICE TO EMPLOYEES
MAILED 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 mail 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 engage in the creation of an alter ego, transfer bargaining unit work to the alter ego, close our facility, or terminate our unit employees to avoid our obligations to the Union as the collective-bargaining representative of our unit employees.

WE WILL NOT fail and refuse to bargain collectively and in good faith with United Electrical, Radio and Machine Workers of America, Local 1110, as the exclusive representative of our employees in the unit by (1) transferring bargaining unit work, closing our facility and terminating our unit employees without notice to the Union and without providing the Union with an opportunity to bargain about the effects of these decisions; and (2) failing to continue in effect all the terms and conditions of our 2008–2011 collective-bargaining agreement with the Union as required by article I, section 3, concerning membership dues and initiation fees, article X concerning contributions to employees 401(k) retirement plans

and making matching contributions, and article IV concerning processing of grievances. The appropriate unit is:

All full-time and part-time production and maintenance employees, drivers, and shipping and receiving employees employed by us at our facility currently located at 930 W. Evergreen Avenue, Chicago, Illinois 60622, and 425 N. Meyer Road, Bensenville, Illinois 60105, but excluding all administrative or clerical employees, professional or technical employees, salesmen, guards, and supervisors as defined in the Act.

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

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL make whole our unit employees for any losses suffered as a result of our unlawful conduct, by paying them the amounts following their names in attachment A, plus any additional amount necessary to make them whole for our failure to remit moneys deducted from their paychecks for contributions to their 401(k) retirement plans and our failure to make matching contributions on those amounts as required by article X of the parties' 2008–2011 collective-bargaining agreement, upon the Regional Director's amendment of the first amended compliance specification to include those amounts, plus interest accrued to the date of payment.

WE WILL place the names of all terminated unit employees on a preferential hiring list and, in the event we resume operations, offer them reinstatement without prejudice to their seniority or other rights.

WE WILL remit to the Union the moneys deducted for membership dues and initiation fees from the paychecks of our employees as required by article I, section 3 of our 2008–2011 collective-bargaining agreement.

WE WILL, on request, bargain with the Union over our decisions to transfer unit work, close our Goose Island facility, and terminate our unit employees, and the effects on unit employees of such decisions, and put in writing and sign any agreement reached as a result of such bargaining.

WE WILL furnish the Union the requested information that is relevant and necessary to its role as the exclusive collective-bargaining representative of the employees in the unit.

WE WILL on request, process the grievance filed by the Union under article IV of our 2008–2011 collective-bargaining agreement.

Amounts due: Backpay	\$1,507,224.40
401(k) Contributions	37,680.61

Union Dues and Fees	<u>4736.04</u>
TOTAL AMOUNT DUE:	\$1,549,641.05

REPUBLIC WINDOWS AND DOORS, LLC AND
ECHO WINDOWS AND DOORS, LLC, AN ALTER
EGO

ATTACHMENT A

<i>NAME,</i>	<i>HOURLY RATE</i>	<i>PAY</i>	<i>401K</i>	<i>TOTAL</i>
Abcara, Oscar	\$14.68	\$6,459.20	\$161.48	\$6,620.68
Aceves, Gilberto	15.96	7,022.40	175.56	7,197.96
Aguilar, Jose	14.79	6,507.60	162.69	6,670.29
Aguilar, Juan	13.05	5,742.00	143.55	5,885.55
Ajiatas, Juan	13.80	6,072.00	151.80	6,223.80
Aldana, Miguel	12.62	5,552.80	138.82	5,691.62
Alfaro, Romiro	12.95	5,698.00	142.45	5,840.45
Alvarado, Jose	12.85	5,654.00	141.35	5,795.35
Amaya, Victoria	12.00	5,280.00	132.00	5,412.00
Anaya, Juan	11.95	5,258.00	131.45	5,389.45
Anaya, Noerni	16.06	7,066.40	176.66	7,243.06
Anaya, Santiago	13.65	6,006.00	150.15	6,156.15
Anaya, Trinidad	14.33	6,305.20	157.63	6,462.83
Anaya, Wenceslado	16.15	7,106.00	177.65	7,283.65
Arteaga, Ana	12.60	5,544.00	138.60	5,682.60
Arzuaga, Carmelo	17.30	7,612.00	190.30	7,802.30
Austin, John	14.33	6,305.20	157.63	6,462.83
Ayala, Maria	12.09	5,319.60	132.99	5,452.59
Bahena, Pedro	12.15	5,346.00	133.65	5,479.65
Barajas, Abel	16.10	7,084.00	177.10	7,261.10
Barajas, Martin	12.35	5,434.00	135.85	5,569.85
Barcenas, Norma	12.63	5,557.20	138.93	5,696.13
Barriga, Heriberto	13.03	5,733.20	143.33	5,876.53
Benavidez, Fanor	13.39	5,891.60	147.29	6,038.89
Bender, Ronald	12.67	5,574.80	139.37	5,714.17
Bernabe, Heriberto	14.52	6,388.80	159.72	6,548.52
Bernabe, Leopoldo	14.60	6,424.00	160.60	6,584.60
Bernabe, Mayra	13.26	5,834.40	145.86	5,980.26
Bones, Edward	12.25	5,390.00	134.75	5,524.75
Brown, Ronald	11.95	5,258.00	131.45	5,389.45
Burgos, Alberto	12.35	5,434.00	135.85	5,569.85
Bustos, Miguel	12.56	5,526.40	138.16	5,664.56
Cabrera, Apolinar	15.45	6,798.00	169.95	6,967.95
Caceres, Ricardo	14.06	6,186.40	154.66	6,341.06
Calderon, Ignacia	11.95	5,258.00	131.45	5,389.45
Calhoun, Darnell	14.79	6,507.60	162.69	6,670.29
Cantu, Virgilio	20.95	9,218.00	230.45	9,448.45
Carbajal, Josefina	13.47	5,926.80	148.17	6,074.97
Carrillo, Guilrnar	14.49	6,375.60	159.39	6,534.99
Castillo, Eduardo	11.45	5,038.00	125.95	5,163.95
Cerda, Benito	12.42	5,464.80	136.62	5,601.42
Cervantes, Dagoberto	11.75	5,170.00	129.25	5,299.25
Chavez, Maria	14.39	6,331.60	158.29	6,489.89
Chavez, Ramiro	15.25	6,710.00	167.75	6,877.75
Chunn, Chilonda	11.35	4,994.00	124.85	5,118.85
Cifuentes, Otto	16.00	7,040.00	176.00	7,216.00
Colon, Davy	13.39	5,891.60	147.29	6,038.89
Conde, Ricardo	13.98	6,151.20	153.78	6,304.98
Contreras, Miguel	17.60	7,744.00	193.60	7,937.60
Cordova, Manuel	13.95	6,138.00	153.45	6,291.45
Cortez, Juan	17.30	7,612.00	190.30	7,802.30

Cruz, Joel	18.74	8,245.60	206.14	8,451.74
Davis, Lenon	14.72	6,476.80	161.92	6,638.72
<i>NAME,</i>	<i>HOURLY RATE</i>	<i>PAY</i>	<i>401K</i>	<i>TOTAL</i>
De La O, Ignacio	13.68	\$6,019.20	\$150.48	\$6,169.68
De Leon, Erick	13.43	5,909.20	147.73	6,056.93
De Paz, Osman	13.79	6,067.60	151.69	6,219.29
Diaz, Antonio	13.75	6,050.00	151.25	6,201.25
Diaz, Maria H.	13.50	5,940.00	148.50	6,088.50
Espinoza, Pedro	12.35	5,434.00	135.85	5,569.85
Espinoza, Victor	18.77	8,258.80	206.47	8,465.27
Estrada, William	16.08	7,075.20	176.88	7,252.08
Ferguson, John	11.85	5,214.00	130.35	5,344.35
Fernandez, Humberto	12.20	5,368.00	134.20	5,502.20
Figueroa, Javier	14.19	6,243.60	156.09	6,399.69
Figueroa, Mario	11.45	5,038.00	125.95	5,163.95
Flores, Dora	12.44	5,473.60	136.84	5,610.44
Flores, Jose	13.67	6,014.80	150.37	6,165.17
Flores, Raudel	12.34	5,429.60	135.74	5,565.34
Funes, Blanca	11.65	5,126.00	128.15	5,254.15
Gabina, Abelino	11.50	5,060.00	126.50	5,186.50
Galvez, Maria	11.93	5,249.20	131.23	5,380.43
Garcia, Abigail	11.85	5,214.00	130.35	5,344.35
Garcia, Arturo	17.30	7,612.00	190.30	7,802.30
Garcia, Elio	12.25	5,390.00	134.75	5,524.75
Garcia, Francisca	13.45	5,918.00	147.95	6,065.95
Garcia, Jorge	14.07	6,190.80	154.77	6,345.57
Garcia, Martin	15.00	6,600.00	165.00	6,765.00
GarCia, Martin	11.35	4,994.00	124.85	5,118.85
Garcia, Misael	12.65	5,566.00	139.15	5,705.15
Garcia, Rafael	15.49	6,815.60	170.39	6,985.99
Garcia, Rogelio	13.16	5,790.40	144.76	5,935.16
Garza, Raul	13.25	5,830.00	145.75	5,975.75
Gomez, Humberto	14.25	6,270.00	156.75	6,426.75
Gomez, Socorro	15.05	6,622.00	165.55	6,787.55
Gomez, Zeferino	12.61	5,548.40	138.71	5,687.11
Gonzalez, Amado	13.05	5,742.00	143.55	5,885.55
Gonzalez, Enrique	11.35	4,994.00	124.85	5,118.85
Gonzalez, Higinio	12.18	5,359.20	133.98	5,493.18
Gonzalez, Juana	12.63	5,557.20	138.93	5,696.13
Gonzelez, Maria	11.75	5,170.00	129.25	5,299.25
Gonzalez, Sonia	12.20	5,368.00	134.20	5,502.20
Gordillo, Ismael	13.58	5,975.20	149.38	6,124.58
Gramjo, Marco	16.60	7,304.00	182.60	7,486.60
Granados, Teresa	14.35	6,314.00	157.85	6,471.85
Guillen, Oscar	15.08	6,635.20	165.88	6,801.08
Gutierrez, Heriberto	13.79	6,067.60	151.69	6,219.29
Guzman, Salvador	12.61	5,548.40	138.71	5,687.11
Hale, Eddie	14.87	6,542.80	163.57	6,706.37
Henry, Cali	12.83	5,645.20	141.13	5,786.33
Henry, Curtis	20.15	8,866.00	221.65	9,087.65
Hernandez, Amparo	11.75	5,170.00	129.25	5,299.25
Hernandez, Armando	13.40	5,896.00	147.40	6,043.40
Hernandez, Jose	13.10	5,764.00	144.10	5,908.10
Hernandez, Mario	13.05	5,742.00	143.55	5,885.55
Herrera, Francisco	13.05	5,742.00	143.55	5,885.55

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Herrera, Gerardo	15.35	6,754.00	168.85	6,922.85
Herrera, Irma	11.75	5,170.00	129.25	5,299.25
<i>NAME,</i>	<i>HOURLY RATE</i>	<i>PAY</i>	<i>401K</i>	<i>TOTAL</i>
Herrera, Lee	15.37	\$6,762.80	\$169.07	\$6,931.87
Herrera, Rosaura	12.19	5,363.60	134.09	5,497.69
Hidalgo, Edgar	15.22	6,696.80	167.42	6,864.22
Idrovo, Judith	11.35	4,994.00	124.85	5,118.85
Jackson, Jesse	12.45	5,478.00	136.95	5,614.95
Jimenez, Adan	12.98	5,711.20	142.78	5,853.98
Jirau, Jose	11.75	5,170.00	129.25	5,299.25
Jones, James	14.54	6,397.60	159.94	6,557.54
Juarez, Emma	12.59	5,539.60	138.49	5,678.09
Juarez, Lino	12.86	5,658.40	141.46	5,799.86
Landry, Darnell	14.30	6,292.00	157.30	6,449.30
Lane, William	13.49	5,935.60	148.39	6,083.99
Leon, Juan	11.15	4,906.00	122.65	5,028.65
Leon, Narcisa	11.40	5,016.00	125.40	5,141.40
Lima, Adelso	12.85	5,654.00	141.35	5,795.35
Lira, Luis	20.15	8,866.00	221.65	9,087.65
Lopez, Jose	13.66	6,010.40	150.26	6,160.66
Luyando, Juan	14.00	6,160.00	154.00	6,314.00
Machin, Rolando	12.95	5,698.00	142.45	5,840.45
Maclin, Melvin	13.23	5,821.20	145.53	5,966.73
Mak, Hoemum	12.09	5,319.60	132.99	5,452.59
Mallares, Yimen	12.95	5,698.00	142.45	5,840.45
Martin, Gustavo	12.55	5,522.00	138.05	5,660.05
Martinez, Alejandra	11.95	5,258.00	131.45	5,389.45
Martinez, Demetrio	13.39	5,891.60	147.29	6,038.89
Martinez, Engracia	15.89	6,991.60	174.79	7,166.39
Martinez, Federico	11.35	4,994.00	124.85	5,118.85
Martinez, Manuel	13.04	5,737.60	143.44	5,881.04
Martinez, Maria	13.60	5,984.00	149.60	6,133.60
Martinez, Rafael	17.00	7,480.00	187.00	7,667.00
Mazon, Silvia	11.60	5,104.00	127.60	5,231.60
McCoy, Alexis	11.41	5,020.40	125.51	5,145.91
Medina Bahena, Ignacio	12.28	5,403.20	135.08	5,538.28
Medina, Telesforo	11.95	5,258.00	131.45	5,389.45
Mejia, Teresa	12.63	5,557.20	138.93	5,696.13
Mendez, Teodocio	11.35	4,994.00	124.85	5,118.85
Mendoza, Jorge	12.35	5,434.00	135.85	5,569.85
Meza, Maria	12.41	5,460.40	136.51	5,596.91
Mojica, Maria	12.10	5,324.00	133.10	5,457.10
Monjaras, Noe Guadalupe	12.21	5,372.40	134.31	5,506.71
Montiel, Estela	12.35	5,434.00	135.85	5,569.85
Montiel, Maribel	13.43	5,909.20	147.73	6,056.93
Monzon, Jose	12.75	5,610.00	140.25	5,750.25
Morales, Francisca	11.35	4,994.00	124.85	5,118.85
Morales, Gracia	15.72	6,916.80	172.92	7,089.72
Morales, Guadalupe	16.75	7,370.00	184.25	7,554.25
Morales, Hector	14.40	6,336.00	158.40	6,494.40
Morales, Santa	11.35	4,994.00	124.85	5,118.85
Moreno, Luis	14.52	6,388.80	159.72	6,548.52
Moreno, Siro	13.03	5,733.20	143.33	5,876.53
Muniz, William	13.34	5,869.60	146.74	6,016.34
Munoz, Eladio	19.17	8,434.80	210.87	8,645.67
Munoz, Jaime	13.38	5,887.20	147.18	6,034.38
Navarrete, Alex	11.55	5,082.00	127.05	5,209.05

<i>NAME,</i>	<i>HOURLY RATE</i>	<i>PAY</i>	<i>401K</i>	<i>TOTAL</i>
Navarrete, Xiomara	12.51	\$5,504.40	\$137.61	\$5,642.01
Navarro, Abel	20.35	8,954.00	223.85	9,177.85
Navarro, Alicia	11.60	5,104.00	127.60	5,231.60
Navarro, Juana	12.39	5,451.60	136.29	5,587.89
Navarro, Rodolfo	15.66	6,890.40	172.26	7,062.66
Neria, Mario	11.35	4,994.00	124.85	5,118.85
Nevarez, Godofredo	12.86	5,658.40	141.46	5,799.86
Ocegueda, Oscar	13.95	6,138.00	153.45	6,291.45
Olivares, Issac	12.95	5,698.00	142.45	5,840.45
Olivos, Cesar	12.15	5,346.00	133.65	5,479.65
Olivos, Hugo	11.35	4,994.00	124.85	5,118.85
Ornelas, Abelardo	23.35	10,274.00	256.85	10,530.85
Ornelas, Jose	19.45	8,558.00	213.95	8,771.95
Orozco, Angelica	11.35	4,994.00	124.85	5,118.85
Palomino, Lucas	11.35	4,994.00	124.85	5,118.85
Patino, Guillermina	15.20	6,688.00	167.20	6,855.20
Patino, Noelia	13.22	5,816.80	145.42	5,962.22
Patino, Rodolfo	13.95	6,138.00	153.45	6,291.45
Perez, Judith	13.58	5,975.20	149.38	6,124.58
Perez, Luis	12.41	5,460.40	136.51	5,596.91
Perez, Rocio	12.44	5,473.60	136.84	5,610.44
Perisin, Paul	12.45	5,478.00	136.95	5,614.95
Pillado, Felipe	12.75	5,610.00	140.25	5,750.25
Pina, Judith	11.80	5,192.00	129.80	5,321.80
Pope, Reginald	11.45	5,038.00	125.95	5,163.95
Porter, Lucinda	11.75	5,170.00	129.25	5,299.25
Quezada, Erik	11.95	5,258.00	131.45	5,389.45
Ramirez, Baltazar	16.20	7,128.00	178.20	7,306.20
Ramirez, Gustavo	11.35	4,994.00	124.85	5,118.85
Ramirez, Laura	11.05	4,862.00	121.55	4,983.55
Ramirez, Miguel	14.65	6,446.00	161.15	6,607.15
Ramos, Erik	12.90	5,676.00	141.90	5,817.90
Rangel, Angelica	13.56	5,966.40	149.16	6,115.56
Rangel, Vicente	19.35	8,514.00	212.85	8,726.85
Revuelta, Sergio	13.76	6,054.40	151.36	6,205.76
Reyes, Enrique	12.38	5,447.20	136.18	5,583.38
Reyes, Gilberto	17.99	7,915.60	197.89	8,113.49
Ricardo Cuevas, Maria Del Carmen	11.35	4,994.00	124.85	5,118.85
Rivera, Angel	13.64	6,001.60	150.04	6,151.64
Rivera, Manuela	12.10	5,324.00	133.10	5,457.10
Rivera, Mariana	17.72	7,796.80	194.92	7,991.72
Robinson, April	11.58	5,095.20	127.38	5,222.58
Robles, Armando	19.85	8,734.00	218.35	8,952.35
Rodas, Andres	17.85	7,854.00	196.35	8,050.35
Rojas, Jesus	12.20	5,368.00	134.20	5,502.20
Rodriguez, Angel	13.39	5,891.60	147.29	6,038.89
Rodriguez, Cosme	14.08	6,195.20	154.88	6,350.08
Rodriguez, Estanislao	13.91	6,120.40	153.01	6,273.41
Rodriguez, Martin	15.25	6,710.00	167.75	6,877.75
Rodriguez, Rosa	13.84	6,089.60	152.24	6,241.84
Roman, Maria	12.41	5,460.40	136.51	5,596.91
Roman, Norberto	12.45	5,478.00	136.95	5,614.95
Romero, Guadalupe	15.20	6,688.00	167.20	6,855.20

DECISIONS OF THE NATIONAL LABOR RELATIONS BOARD

<i>NAME,</i>	<i>HOURLY RATE</i>	<i>PAY</i>	<i>401K</i>	<i>TOTAL</i>
Romero, Lucas Jesus	13.02	\$5,728.80	\$143.22	\$5,872.02
Romo, Elisa	13.18	5,799.20	144.98	5,944.18
Rubio, Martin	15.34	6,749.60	168.74	6,918.34
Ruiz, Pablo	12.25	5,390.00	134.75	5,524.75
Saavedra, Jesus	14.61	6,428.40	160.71	6,589.11
Salas, Maria	11.85	5,214.00	130.35	5,344.35
Salazar, Juan	15.83	6,965.20	174.13	7,139.33
Saldana, Adriana	11.75	5,170.00	129.25	5,299.25
Saldana, Adriana	12.10	5,324.00	133.10	5,457.10
Salgado, Orlando	11.85	5,214.00	130.35	5,344.35
Samano, Maria	12.15	5,346.00	133.65	5,479.65
Sanchez, Jose	13.58	5,975.20	149.38	6,124.58
Santana, Milagros	12.85	5,654.00	141.35	5,795.35
Sotelo, Pablo	13.86	6,098.40	152.46	6,250.86
Soto, Guillermo	11.35	4,994.00	124.85	5,118.85
Soto, Rodolfo	14.25	6,270.00	156.75	6,426.75
Stephens, Edward	11.05	4,862.00	121.55	4,983.55
Stingley, Arizona	14.25	6,270.00	156.75	6,426.75
Suarez, Jesus	15.15	6,666.00	166.65	6,832.65
Suarez, Juan	13.39	5,891.60	147.29	6,038.89
Suarez, Veronica	12.69	5,583.60	139.59	5,723.19
Swanson, William	15.35	6,754.00	168.85	6,922.85
Torres, Carmen	11.95	5,258.00	131.45	5,389.45
Torres, Iris	13.06	5,746.40	143.66	5,890.06
Trejo, Evangelina	13.58	5,975.20	149.38	6,124.58
Trejo, Robert	19.40	8,536.00	213.40	8,749.40
Trujillo, Jaime	11.05	4,862.00	121.55	4,983.55
Urenda, Jesus	16.32	7,180.80	179.52	7,360.32
Valentin, John	11.75	5,170.00	129.25	5,299.25
Vargas, Austreberto	13.60	5,984.00	149.60	6,133.60
Velez, Jorge	11.35	4,994.00	124.85	5,118.85
Walker, Isidro	14.99	6,595.60	164.89	6,760.49
Watson, Donte	13.59	5,979.60	149.49	6,129.09
White, Donald	13.18	5,799.20	144.98	5,944.18
White, Pamela	11.35	4,994.00	124.85	5,118.85
Zarate, Gloria	11.45	5,038.00	125.95	5,163.95
Zarate, Susana	11.35	4,994.00	124.85	5,118.85
Zuniga, Leopoldo	13.40	5,896.00	147.40	6,043.40
Total pay & 401(k)		\$1,507,224.40	\$37,680.61	\$1,544,905.01
Union dues & fees				\$4,736.04
TOTAL DUE (w/o INTEREST)				\$1,549,641.05