

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

In the Matter of

CLASSIC FIRE PROTECTION, LLC
AND ITS ALTER EGO, SWIFT FIRE
PROTECTION, LLC

and

Cases 9-CA-44812
9-CA-44814
9-CA-44926

UNITED ASSOCIATION OF JOURNEYMEN
AND APPRENTICES OF THE PLUMBING
AND PIPEFITTING INDUSTRY OF THE
UNITED STATES AND CANADA, LOCAL 669,
AFL-CIO

MOTION FOR DEFAULT JUDGEMENT
AND
MEMORANDUM IN SUPPORT

NOW COMES THE ACTING GENERAL COUNSEL, by the undersigned Counsel for the Acting General Counsel, and moves that:

1. In order to effectuate the purposes of the National Labor Relations Act, as amended, (the Act) and to avoid unnecessary costs or delay, the National Labor Relations Board (the Board) should exercise its authority under Section 102.50 of the Board's Rules and Regulations, Series 8, as amended, and transfer this proceeding to the Board; and

2. Pursuant to Section 102.56 of the Board's Rules and Regulations, all allegations of the Compliance Specification and Notice of Hearing in this matter be deemed to be admitted as true, and be so found by the Board based on the withdrawals made by Respondent Classic Fire Protection, LLC, herein called Respondent Classic, and Respondent Swift Fire Protection, LLC., herein called Respondent Swift, and herein collectively called Respondents, of their answer and

amended answer to the compliance specification. (A copy of the compliance specification is attached hereto as Exhibit A.)

3. A decision issue, including findings of facts and conclusions of law, providing for a remedy in accordance with the allegations of the compliance specification.

In support of its motion Counsel for the Acting General Counsel avers as follows:

1. On April 16, 2010, the Board issued an unpublished Order in this matter adopting the Decision and Recommended Order of Administrative Law Judge Eric M. Fine, which, among other things, requires that Respondent Classic make whole James Patrick King, Benjamin Waldo, Rick Forsha, Robert Huff, Larry Meuse, Josh McKim and Robert Ford, herein called the discharged employees, for any loss of earnings that they may have suffered as a result of Respondent Classic's unfair labor practices in violation of Section 8(a)(1) and (3) of the Act. The Order also requires that Respondent Classic make whole three of five named individuals: Daniel Cervi, Travis Anders, Aaron Shull, Matthew Macke and Michael Stetham, Jr., herein called applicants, for any loss of earnings that they may have suffered as a result of Respondent Classic's unfair labor practices in violation of Section 8(a)(1) and (3) of the Act.

2. Controversy having arisen over the amounts of backpay due the discharged employees and applicants under the Board's Order, the Regional Director for Region 9 of the Board (Regional Director), pursuant to Section 102.54 of the Board's Rules and Regulations, issued the compliance specification attached hereto alleging that Respondent Swift is an alter ego of Respondent Classic and, therefore, liable for remedying Respondent Classic's unfair labor practices, and alleging specific backpay amounts owed to 10 named individuals.

3. On December 13, 2011 and January 11, 2012, respectively, Respondents filed an answer and amended answer to the compliance specification. Subsequently, on August 17, 2012,

Respondents entered into a compliance stipulation (Stipulation), wherein they agreed, inter alia, to withdraw their answers upon approval of the Stipulation. (A copy of the Stipulation is attached hereto as Exhibit B.) Pursuant to the Stipulation, Respondents also agreed that the Regional Director could file an unopposed motion for default judgment and, further, that the Board could, without necessity of trial or any other proceeding, find all allegations of the compliance specification to be true and make findings of fact and conclusions of law consistent with those allegations adverse to Respondents on all issues raised by the pleadings. Furthermore, Respondents expressly consented to the entry of a Board Order providing a remedy in accordance with the allegations of the compliance specification and to the enforcement of such Order in the appropriate United States Court of Appeals.

4. On August 30, 2012, the Regional Director approved the Stipulation and, thereafter, on September 21, 2012, Respondents withdrew their answers. (A copy of Respondents' withdrawal of its answers is attached hereto as Exhibit C.)

Wherefore, Counsel for the Acting General Counsel moves that all of the allegations of the compliance specification be deemed to be true and so found by the Board and further prays for the entry of a Board Order providing a remedy in accordance with such allegations.

Dated at Cincinnati, Ohio this 1st day of October 2012.



Naima R. Clarke
Counsel for the Acting General Counsel
Region 9, National Labor Relations Board
3003 John Weld Peck Federal Building
550 Main Street
Cincinnati, Ohio 45202-3271

Attachments

11/30/11

UNITED STATES OF AMERICA
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UNITED ASSOCIATION OF JOURNEYMEN
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COMPLIANCE SPECIFICATION
AND
NOTICE OF HEARING

On April 16, 2010, the National Labor Relations Board, herein called the Board, issued its unpublished Order in the above-styled cases adopting the Decision and Recommended Order of Administrative Law Judge Eric M. Fine, which, among other things, requires that Classic Fire Protection, LLC, herein called Respondent Classic, make whole James Patrick King, Benjamin Waldo, Rick Forsha, Robert Huff, Larry Meuse, Josh McKim and Robert Ford, herein called the discharged employees, for any loss of earnings that they may have suffered as a result of Respondent Classic's unfair labor practices in violation of Section 8(a)(1) and (3) of the National Labor Relations Act, as amended, herein called the Act. The Order also requires that Respondent Classic make whole three of five named individuals: Daniel Cervi, Travis Anders, Aaron Shull, Matthew Macke and Michael Stetham, Jr., herein called applicants, for any loss of earnings that they may have suffered as a result of Respondent Classic's unfair labor practices in violation of Section 8(a)(1) and (3) of the Act.

EXHIBIT A

Controversy having arisen over the amounts of backpay due the discharged employees and applicants, herein together called the discriminatees, under the Board's Order, as described above herein, the undersigned pursuant to Section 102.54 of the Rules and Regulations of the Board, hereby issues this Compliance Specification and Notice of Hearing and alleges as follows:

1. Swift Fire Protection, LLC, herein called Respondent Swift, is an alter ego of Respondent Classic and, therefore, Respondent Swift is liable for remedying Respondent Classic's unfair labor practices. The alter ego relationship between Respondent Classic and Respondent Swift, collectively referred to herein as Respondents, is based on the common familial ownership between Respondent Classic and Respondent Swift, an insignificant hiatus between the cessation of Respondent Classic's operations and the commencement of Respondent Swift's operations, substantially identical management, supervision, similar business purpose, customers, operations, equipment and substantial familiar support, and an intent to avoid Respondent Classic's liability under the Act.

2. The backpay period for the discharged employees begins on February 26, 2009, the date Respondent Classic unlawfully discharged them, and continues until the present time because both Respondent Classic and Respondent Swift have failed to offer reinstatement to the discharged employees. However, for purposes of computing backpay in this specification the backpay period for the discharged employees begins on February 26, 2009, and ends on June 30, 2009, the approximate date by which Respondent Classic's operations in Kentucky ceased. ^{1/}

3. The backpay period for the applicants begins on February 20, 2009, the date Respondent Classic unlawfully denied them employment, and continues until the present time because both

^{1/} The Administrative Law Judge did not require Respondent Classic to employ or grant backpay to any discriminatee for work performed in any state where they do not meet that state's licensing requirements for the work at issue. Since the discharged employees were not licensed outside the state of Kentucky, their backpay and reinstatement rights are limited to operations conducted by Respondent Classic and Respondent Swift in the state of Kentucky unless it can be shown that a discharged employee had the proper licensing requirements required by the Administrative Law Judge.

Respondent Classic and Respondent Swift have failed to offer reinstatement to the applicants. However, the backpay period for purposes of computing backpay in this specification for the applicants begins on February 20, 2009, and ends on September 30, 2011. The applicants determined to be eligible for reinstatement and backpay are Travis Anders (applied February 9, 2009), Dan Cervi (applied February 9, 2009), and Mike Stetham (applied February 10, 2009) based first on the dates that they submitted applications for employment and second on their experience and qualifications. ^{2/}

4. Gross backpay are the wages that the discriminatees would have earned during the backpay period but for the discrimination against them. Gross backpay is represented by all labor costs incurred by Respondent Classic and Respondent Swift after February 20, 2009 until September 30, 2011. These labor costs include wages paid to employees, amounts paid to employment services for temporary employees, and amounts paid to independent contractors. The labor costs do not include amounts paid to any employees, employment services or independent contractors employed prior to February 20, 2009. The labor costs by calendar quarter are set forth on Appendix A to this compliance specification.

5. Gross backpay for the discharged employees is calculated by dividing the total amount of labor costs per calendar quarter incurred by Respondent Classic in Kentucky by the wage rates earned by the individual discharged employees just prior to their discharge and by distributing the resulting hours equally to each discharged employee during the appropriate calendar quarter. The named discharged employee, his wage rate at the time of his discharge, the number of hours

^{2/} Aaron Shull submitted an application on February 7, 2009 but then refused a job offer from Respondent Classic on February 10, 2009. Shull resubmitted an application on March 4, 2009 after the other applicants had submitted their applications. Mike Stetham, Jr and Matthew Macke both submitted applications on February 10, 2009. However, the Administrative Law Judge found that Stetham had greater experience in the trade than Macke.

distributed to each discharged employee in each calendar quarter, and the gross backpay by each calendar quarter are set forth on Appendix B to this compliance specification.

6. Gross backpay for the applicants is calculated by dividing the total amount of labor costs incurred by Respondent Classic and Respondent Swift in Ohio by the average wage rate earned by the discharged employees just prior to their discharge (\$16 per hour) and distributing the resulting hours equally to each applicant during the appropriate calendar quarter. The named applicant, the number of hours distributed to each applicant in each calendar quarter, and the gross backpay by calendar quarter are set forth on Appendix B to this compliance specification.

7. Interim earnings are the wages earned by the discriminatees at interim employers during the backpay period in calendar quarters in which backpay is being claimed and alleged. The named discriminatee and their interim employers during the appropriate calendar quarters are set forth on Appendix C. The interim earnings of the discriminatees have been prorated to match the number of gross backpay hours distributed to each discriminatee. Daniel Cervi has not been located and has not submitted interim earnings records from the second calendar quarter of 2010 to the present. Pursuant to outstanding Board policy (see NLRB Casehandling Manual, Part Three, Compliance Proceedings, Section 10562.4, *Determining Backpay for Missing Discriminatees*), Cervi's interim earnings for calendar quarters from the second calendar quarter of 2010 to the present have been estimated at 35 percent of the alleged gross backpay, as set forth on Appendix B.

8. Net backpay for each discriminatee is the difference between calendar quarter gross backpay and interim earnings. Total backpay for each discriminatee is the sum of calendar quarter net backpay.

9. Gross backpay, interim earnings and net backpay are calculated by calendar quarter. The gross backpay by calendar quarter is herein alleged and the interim earnings and net backpay by calendar quarter are herein admitted for the discriminatees as set forth in Appendix B.

10. Summarizing the facts and calculations specified above and in Appendices A, B and C, the obligation of Respondent Classic and Respondent Swift under the terms of the Board's Order, as described above herein, to make the discriminatees whole for losses suffered as a result of Respondent Classic's unlawful conduct will be discharged by payment to the discriminatees of the amount set forth below opposite their name, with interest accruing on the entire backpay amount to the date of payment, minus tax withholdings required by federal and state law.

Robert Ford	\$ 4,960
Rick Forsha	\$ 0
Robert Huff	\$ 1,504
James Patrick King	\$ 4,960
Josh McKim	\$ 4,650
Larry Meuse	\$ 5,270
Benjamin Waldo	\$ 1,504
Travis Anders	\$12,541
Daniel Cervi	\$ 0
Michael Stetham, Jr.	\$ 1,168

ANSWER REQUIREMENT

Respondents are notified that, pursuant to Section 102.56 of the Board's Rules and Regulations, they must file an answer to the compliance specification. The answer must be received by this office on or before **December 14, 2011**, or postmarked on or before **December 13, 2011**. Unless filed electronically in a pdf format, Respondents should file an original and four copies of the answer with this office.

An answer may also be filed electronically through the Agency's website. *To file electronically, go to www.nlr.gov, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions.* The responsibility for the receipt and usability of

the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

Service of the answer on each of the other parties must be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission.

As to all matters set forth in the compliance specification that are within the knowledge of Respondents, including but not limited to the various factors entering into the computation of gross backpay, a general denial is not sufficient. See Section 102.56(b) of the Board's Rules and Regulations, a copy of which is attached. Rather, the answer must state the basis for any

disagreement with any allegations that are within the Respondents' knowledge, and set forth in detail Respondents' position as to the applicable premises and furnish the appropriate supporting figures.

If no answer is filed or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the compliance specification are true. If the answer fails to deny allegations of the compliance specification in the manner required under Section 102.56(b) of the Board's Rules and Regulations, and the failure to do so is not adequately explained, the Board may find those allegations in the compliance specification are true and preclude Respondents from introducing any evidence controverting those allegations.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **February 1, 2012, 9 a.m., at Room 3003, John Weld Peck Federal Building, 550 Main Street, Cincinnati, Ohio,** and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondents and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this compliance specification. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Cincinnati, Ohio this 30th day of November 2011.


Gary W. Muffley, Regional Director
Region 9, National Labor Relations Board
3003 John Weld Peck Federal Building
550 Main Street
Cincinnati, Ohio 45202-3271

Attachments

APPENDIX A

Classic Gross Backpay Shipp Avenue

Date	Jobsite	Description	Gross Amount	
All 2009				
2/27	Shipp Ave	Labor Ready	\$ 430.28	
3/3	Shipp Ave	Dewayne Shaw	\$ 240.00	
3/6	Shipp Ave	Labor Ready	\$ 596.84	
3/10	Shipp Ave	Ken Foody	\$ 760.00	
3/20	Shipp Ave	Labor Ready	\$ 1,065.29	
3/27	Shipp Ave	Labor Ready	\$ 888.32	
3/3	Shipp Ave	Ken Foody	\$ 640.00	
3/17	Shipp Ave	Ken Foody	\$ 1,220.00	
3/26	Shipp Ave	Ken Foody	\$ 990.00	
3/27	Shipp Ave	Terry Lowe	\$ 3,400.00	
3/27	Shipp Ave	Jerry Siebel	\$ 320.00	\$ 10,550.73 Q1 2009
4/2	Shipp Ave	Ken Foody	\$ 930.00	
4/2	Shipp Ave	Jerry Siebel	\$ 677.50	
4/3	Shipp Ave	Labor Ready	\$ 527.44	
4/3	Shipp Ave	Terry Lowe	\$ 3,200.00	
4/7	Shipp Ave	Jerry Siebel	\$ 400.00	
4/7	Shipp Ave	Ken Foody	\$ 680.00	
4/10	Shipp Ave	Labor Ready	\$ 555.20	
4/17	Shipp Ave	Terry Lowe	\$ 3,300.00	
4/17	Shipp Ave	Ken Foody	\$ 720.00	
4/17	Shipp Ave	Jerry Siebel	\$ 520.00	
4/22	Shipp Ave	Jerry Siebel	\$ 452.00	
4/22	Shipp Ave	Raymond Hayes	\$ 185.00	
4/22	Shipp Ave	Ken Foody	\$ 950.00	
5/1	Shipp Ave	Jerry Siebel	\$ 240.00	
5/1	Shipp Ave	Raymond Hayes	\$ 240.00	
5/1	Shipp Ave	Terry Lowe	\$ 6,000.00	
5/8	Shipp Ave	Sub-labor	\$ 1,000.00	
5/10	Shipp Ave	Jerry Siebel	\$ 160.00	
5/10	Shipp Ave	Raymond Hayes	\$ 160.00	
5/22	Shipp Ave	Jerry Siebel	\$ 160.00	
5/22	Shipp Ave	Raymond Hayes	\$ 160.00	
6/4	Shipp Ave	Sub-labor	\$ 3,000.00	\$ 24,217.14 Q2 2009
Total:			\$ 34,767.87	

APPENDIX A

Classic Gross Backpay WSU/Rule 3

Date	Jobsite	Description	Gross Amount	
All 2009				
3/17	WSU/Rule 3	Gary D. Morris, Jr.	\$ 440.00	
3/17	WSU/Rule 3	Christopher A. Kelson	\$ 671.00	
3/17	WSU/Rule 3	Christopher A. Kelson	\$ 464.75	
3/18	WSU/Rule 3	Gary D. Morris, Jr.	\$ 396.00	
3/24	WSU/Rule 3	Christopher A. Kelson	\$ 596.75	
3/31	WSU/Rule 3	Christopher A. Kelson	\$ 539.00	
3/31	WSU/Rule 3	Gary D. Morris, Jr.	\$ 407.00	\$ 3,514.50 Q1 2009
4/7	WSU/Rule 3	Gary D. Morris, Jr.	\$ 440.00	
4/14	WSU/Rule 3	Gary D. Morris, Jr.	\$ 352.00	
4/21	WSU/Rule 3	Gary D. Morris, Jr.	\$ 429.00	
4/29	WSU/Rule 3	Gary D. Morris, Jr.	\$ 66.00	
5/5	WSU/Rule 3	Gary D. Morris, Jr.	\$ 231.00	
3/3	WSU/Rule 3	Gary D. Morris, Jr.	\$ 572.00	
3/11	WSU/Rule 3	Gary D. Morris, Jr.	\$ 396.00	
3/14	WSU/Rule 3	Brian Cummings	\$ 400.00	
4/3	WSU/Rule 3	Brian Cummings	\$ 770.00	
4/7	WSU/Rule 3	Brian Cummings	\$ 400.00	
4/17	WSU/Rule 3	Brian Cummings	\$ 260.00	
4/27	WSU/Rule 3	Brian Cummings	\$ 260.00	
5/1	WSU/Rule 3	Brian Cummings	\$ 480.00	
5/8	WSU/Rule 3	Brian Cummings	\$ 400.00	
5/8	WSU/Rule 3	Ken Foody	\$ 1,258.67	
5/13	WSU/Rule 3	Ken Foody	\$ 720.00	
5/15	WSU/Rule 3	Brian Cummings	\$ 370.00	
5/22	WSU/Rule 3	Ken Foody	\$ 720.00	
5/28	WSU/Rule 3	Ken Foody	\$ 880.00	
5/29	WSU/Rule 3	Brian Cummings	\$ 400.00	
6/4	WSU/Rule 3	Ken Foody	\$ 800.00	
6/10	WSU/Rule 3	Brian Cummings	\$ 320.00	
6/15	WSU/Rule 3	Ken Foody	\$ 480.00	
6/18	WSU/Rule 3	Brian Cummings	\$ 400.00	
6/25	WSU/Rule 3	Brian Cummings	\$ 420.00	\$ 12,224.67 Q2 2009
7/6	WSU/Rule 3	Brian Cummings	\$ 280.00	
7/9	WSU/Rule 3	Brian Cummings	\$ 300.00	
7/16	WSU/Rule 3	Brian Cummings	\$ 240.00	
7/22	WSU/Rule 3	Sub-labor	\$ 3,000.00	\$ 3,820.00 Q3 2009
Total:			\$ 19,559.17	

APPENDIX A

Swift Gross Backpay

Date	Check Number	Description	Gross Amount		
5/27/2010	1014	Cash Sub-labor	\$ 1,000.00		
6/10/2010	1018	Cash Sub-labor	\$ 2,000.00	\$ 3,000.00	Q2 2010
10/11/2010	1053	Chris Odom	\$ 75.00		
10/29/2010	1068	Jeff Rubio	\$ 135.10		
11/2/2010	1072	Jeff Rubio	\$ 105.00		
11/6/2010	1078	Tim Stewart	\$ 70.00		
11/19/2010	1128	Shane Holmes	\$ 378.24		
12/3/2010	1130	Shane Holmes	\$ 420.00		
12/10/2010	1141	Shane Holmes	\$ 576.00		
12/17/2010	1145	Shane Holmes	\$ 552.00		
12/23/2010	1097	Shane Holmes	\$ 576.00		
12/29/2010	1093	Shane Holmes	\$ 384.00	\$ 3,271.34	Q4 2010
3/30/2011	Paycor	Shane Holmes	\$ 2,574.00		
3/30/2011	Paycor	Steve Wibley	\$ 2,808.00	\$ 5,382.00	Q1 2011
6/2/2011	Paycor	Shane Holmes	\$ 4,290.00		
6/2/2011	Paycor	Steve Wibley	\$ 4,068.00	\$ 8,358.00	Q2 2011
9/22/2011	Paycor	Shane Holmes	\$ 6,660.00		
9/22/2011	Paycor	Steve Wibley	\$ 2,040.00	\$ 8,700.00	Q3 2011
		Total:	\$ 28,711.34		

APPENDIX B

Classic Shipp Avenue

Robert Ford **\$16.00 per hour**

	Year and Quarter	Gross Backpay	Interim Earnings	Net Backpay
For all discharged employees: 94 hours in 2009 Quarter 1	2009 Q1	\$1,504	\$0	\$1,504
216 hours in 2009 Quarter 2	2009 Q2	\$3,456	\$0	\$3,456
	Total:	\$4,960	\$0	\$4,960

Rick Forsha **\$16.00 per hour**

	Year and Quarter	Gross Backpay	Interim Earnings	Net Backpay
	2009 Q1	\$1,504	\$1,969	\$0
	2009 Q2	\$3,456	\$4,525	\$0
	Total:	\$4,960	\$6,495	\$0

Robert Huff **\$16.00 per hour**

	Year and Quarter	Gross Backpay	Interim Earnings	Net Backpay
	2009 Q1	\$1,504	\$0	\$1,504
	2009 Q2	\$3,456	\$3,543	\$0
	Total:	\$4,960	\$3,543	\$1,504

James Patrick King **\$16.00 per hour**

	Year and Quarter	Gross Backpay	Interim Earnings	Net Backpay
	2009 Q1	\$1,504	\$0	\$1,504
	2009 Q2	\$3,456	\$0	\$3,456
	Total:	\$4,960	\$0	\$4,960

APPENDIX B

Josh McKim **\$15.00 per hour**

Year and Quarter	Gross Backpay	Interim Earnings	Net Backpay
2009 Q1	\$1,410	\$0	\$1,410
2009 Q2	\$3,240	\$0	\$3,240
Total:	\$4,650	\$0	\$4,650

Larry Meuse **\$17.00 per hour**

Year and Quarter	Gross Backpay	Interim Earnings	Net Backpay
2009 Q1	\$1,598	\$0	\$1,598
2009 Q2	\$3,672	\$0	\$3,672
Total:	\$5,270	\$0	\$5,270

Benjamin Waldo **\$16.00 per hour**

Year and Quarter	Gross Backpay	Interim Earnings	Net Backpay
2009 Q1	\$1,504	\$0	\$1,504
2009 Q2	\$3,456	\$5,951	\$0
Total:	\$4,960	\$5,951	\$1,504

Classic WSU/Rule3 and Swift

Travis Anders **\$16.00 per hour**

	Year and Quarter	Gross Backpay	Interim Earnings	Net Backpay
For all applicants:				
73 hours in 2009 Quarter 1	2009 Q1	\$1,168	\$0	\$1,168
254 hours in 2009 Quarter 2	2009 Q2	\$4,064	\$0	\$4,064
79 hours in 2009 Quarter 3	2009 Q3	\$1,264	\$0	\$1,264
62 hours in 2010 Quarter 2	2010 Q2	\$992	\$898	\$94
68 hours in 2010 Quarter 4	2010 Q4	\$1,088	\$985	\$103
112 hours in 2011 Quarter 1	2011 Q1	\$1,792	\$1,623	\$169
174 hours in 2011 Quarter 2	2011 Q2	\$2,784	\$0	\$2,784
181 hours in 2009 Quarter 3	2011 Q3	\$2,896	\$0	\$2,896
	Total:	\$16,048	\$3,507	\$12,541

APPENDIX B

Daniel Cervi

\$16.00 per hour

	Year and Quarter	Gross Backpay	Interim Earnings	Net Backpay
	2009 Q1	\$1,168	\$1,227	\$0
	2009 Q2	\$4,064	\$4,270	\$0
	2009 Q3	\$1,264	\$1,328	\$0
extrapolated interim earnings	2010 Q2	\$992	\$1,042	\$0
extrapolated interim earnings	2010 Q4	\$1,088	\$1,143	\$0
extrapolated interim earnings	2011 Q1	\$1,792	\$1,883	\$0
extrapolated interim earnings	2011 Q2	\$2,784	\$2,925	\$0
extrapolated interim earnings	2011 Q3	\$2,896	\$3,043	\$0
	Total:	\$16,048	\$16,862	\$0

Michael Stetham, Jr.

\$16.00 per hour

	Year and Quarter	Gross Backpay	Interim Earnings	Net Backpay
	2009 Q1	\$1,168	\$0	\$1,168
	2009 Q2	\$4,064	\$8,179	\$0
	2009 Q3	\$1,264	\$2,544	\$0
	2010 Q2	\$992	\$1,996	\$0
	2010 Q4	\$1,088	\$2,190	\$0
	2011 Q1	\$1,792	\$3,606	\$0
	2011 Q2	\$2,784	\$5,603	\$0
	2011 Q3	\$2,896	\$5,828	\$0
	Total:	\$16,048	\$29,946	\$1,168
	Total Net Backpay Due:			\$36,557

APPENDIX C

Robert Ford--No interim earnings during the backpay period as alleged.

Rick Forsha--Brown Sprinkler Corporation, 4705 Pinewood Road, Louisville, KY 40218 from approximately March 19, 2009 through the end of the year. Earnings: \$36,872 at an average of \$20.95 per hour (44 weeks at 40 hours per week).

Robert Huff--Seth Wolfe d/b/a Wolfe Lawn Care Service, 4150 Perservance Chapel Road, Corydon, IN 47112 during April, May and June 2009. Earnings: \$3,543.

James Patrick King--No interim earnings during the backpay period as alleged.

Josh McKim--No interim earnings during the backpay period as alleged.

Larry Meuse--No interim earnings during the backpay period as alleged.

Benjamin Waldo--Brown Sprinkler Corporation, 4705 Pinewood Road, Louisville, KY 40218 from June 3, 2009 to September 26, 2009. Earnings: \$17,633 at an average of \$27.55 per week (16 weeks at 40 hours per week).

Travis Anders--Central Fire Protection, 583 Selma Road, Springfield, OH 45505 from June 17, 2010 to February 3, 2011. Earnings: June 25, 2010 YTD \$4,146; September 30, 2010 YTD \$7,158; December 30, 2010 YTD \$13,176; February 3, 2011 YTD \$1,507. Wage rate: \$14.49 per hour.

Daniel Cervi--Approved Fire Protection Co., Inc., P.O. Box 581, 210 West Drive, Greensburg, PA 15601. Earnings: \$640. RC Fire Protection, 7231 Taylorsville Road, Suite 210, Huber Heights, OH 45424. Earnings: \$2,692. Simplex Grinnell, 50 Technology Drive, Westminster, MA 01441. Earnings: \$12,780. Group Management Services, 3296 Columbia Road, Suite 101, Richfield, OH 44286. Earnings: \$14,148. Actual dates of foregoing employment in 2009 not know but all occurred after February 20, 2009. Total earnings of \$30,260 for an average of \$16.81 per hour (45 weeks at 40 hours per week).

Michael Stetham, Jr.--Central Fire Protection, 583 Selma Road, Springfield, OH 45505 from April 27, 2009 to January 31, 2011. Wages: \$32.20 per hour. Dayton Fire Protection, 40 Ginghamburg Road, Tipp City, OH 45371 from the end of March 2011 to mid-August 2011. Wages \$32.20 per hour.

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UNITED ASSOCIATION OF JOURNEYMEN
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UNITED STATES AND CANADA, LOCAL 669,
AFL-CIO

COMPLIANCE STIPULATION

It is hereby stipulated and agreed to by and between Classic Fire Protection, LLC and Swift Fire Protection, LLC (herein collectively called Respondents), United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 669, AFL-CIO (herein called the Union) and Region 9 of the National Labor Relations Board (herein called Region 9), that:

1. On April 6, 2010, the National Labor Relations Board (herein called the Board) issued its Decision and Order (unpublished) that directs Classic Fire Protection, LLC (herein individually called Classic), inter alia, to reinstate 7 discharged employees, instate 3 other employees and make the 10 employees whole for any loss of earnings and other benefits suffered as a result of Classic's unfair labor practices. On November 30, 2011, the Regional Director for Region 9 issued a Compliance Specification alleging that Swift Fire Protection, LLC (herein individually called Swift), as an alter ego of Classic, was liable for remedying the unfair labor practices of Classic, and alleging specific amounts of back pay owed to 10 named individuals.

2. This Stipulation, together with the Board's Decision and Order and the Compliance Specification, shall constitute the entire record herein.

3. Respondents will, upon notice that this Compliance Stipulation has been approved by the Regional Director of Region 9, withdraw Respondents' answer to the Compliance Specification. The Regional Director may then file an unopposed motion for default judgment with the Board. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Compliance Specification to be true and make findings of fact and conclusions of law consistent with those allegations adverse to Respondent on all issues raised by the pleadings. The Board may then issue an Order providing a backpay remedy in accordance with the allegations of the Compliance Specification. The Board's Order may be entered thereon ex parte and, upon application by the Board to the appropriate United States Court of Appeals for

enforcement of the Board's Order, judgment may be entered thereon ex parte without opposition from Respondent.

4. Respondents will, upon notice that this Compliance Stipulation has been approved by the Regional Director of Region 9, immediately convey to Region 9 payment of \$1,300. Based on Respondents' representations that both Classic and Swift have been dissolved, are totally out of business and without additional assets with which to satisfy the full back pay obligation, the Regional Director and Union agree that payment of this amount shall constitute compliance with the back pay provisions of the Board Order.

5. The parties to this Compliance Stipulation agree that Mark Meyer and Mathew Meyer are not, as individuals, personally liable for remedying the unfair labor practices of Respondents as set forth in the Compliance Specification and the Board's Order.

6. In the event that Respondents, individually or collectively, resume operations or acquire additional assets, the Regional Director shall have the right to institute further proceedings to collect the full amounts alleged in the Compliance Specification, determine any additional amounts owed and to obtain reinstatement and instatement for the 10 discriminatees, if appropriate.

7. This Stipulation contains the entire agreement between the parties concerning the backpay, there being no agreement of any kind, verbal or otherwise, that varies, alters, or adds to it.

Classic Fire Protection, LLC
and its alter ego
Swift Fire Protection, LLC

United Association of Journeymen
and Apprentices of the Plumbing and
Pipefitting Industry of the
United States and Canada, Local 669
AFL-CIO

By:  _____, *Legal Counsel*
Date: Aug 17 _____ *Authorized Rep.*

By: _____
Date: _____

Recommended:

Dated: 8/30/12 _____


Jon H. Grove, Compliance Officer

Approved:

Dated: Gary W. Muffley

8/30/12
Gary W. Muffley, Regional Director
National Labor Relations Board

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

In the Matter of

CLASSIC FIRE PROTECTION, LLC
AND ITS ALTER EGO, SWIFT FIRE
PROTECTION, LLC

Cases 9-CA-44812
9-CA-44814
9-CA-44926

and

UNITED ASSOCIATION OF JOURNEYMEN
AND APPRENTICES OF THE PLUMBING
AND PIPEFITTING INDUSTRY OF THE
UNITED STATES AND CANADA, LOCAL 669,
AFL-CIO

COMPLIANCE STIPULATION

It is hereby stipulated and agreed to by and between Classic Fire Protection, LLC and Swift Fire Protection, LLC (herein collectively called Respondents), United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 669, AFL-CIO (herein called the Union) and Region 9 of the National Labor Relations Board (herein called Region 9), that:

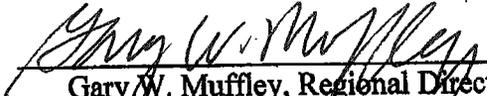
1. On April 6, 2010, the National Labor Relations Board (herein called the Board) issued its Decision and Order (unpublished) that directs Classic Fire Protection, LLC (herein individually called Classic), inter alia, to reinstate 7 discharged employees, instate 3 other employees and make the 10 employees whole for any loss of earnings and other benefits suffered as a result of Classic's unfair labor practices. On November 30, 2011, the Regional Director for Region 9 issued a Compliance Specification alleging that Swift Fire Protection, LLC (herein individually called Swift), as an alter ego of Classic, was liable for remedying the unfair labor practices of Classic, and alleging specific amounts of back pay owed to 10 named individuals.

2. This Stipulation, together with the Board's Decision and Order and the Compliance Specification, shall constitute the entire record herein.

3. Respondents will, upon notice that this Compliance Stipulation has been approved by the Regional Director of Region 9, withdraw Respondents' answer to the Compliance Specification. The Regional Director may then file an unopposed motion for default judgment with the Board. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Compliance Specification to be true and make findings of fact and conclusions of law consistent with those allegations adverse to Respondent on all issues raised by the pleadings. The Board may then issue an Order providing a backpay remedy in accordance with the allegations of the Compliance Specification. The Board's Order may be entered thereon ex parte and, upon application by the Board to the appropriate United States Court of Appeals for

Approved:

Dated: 8/30/12


Gary W. Muffley, Regional Director
National Labor Relations Board

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9**

In the Matter of

CLASSIC FIRE PROTECTION, LLC
AND ITS ALTER EGO, SWIFT FIRE
PROTECTION, LLC

Cases 9-CA-44812
9-CA-44814
9-CA-44926

And

UNITED ASSOCIATION OF JOURNEYMEN
AND APPRENTICES OF THE PLUMBING
AND PIPEFITTING INDUSTRY OF THE
UNITED STATES AND CANADA, LOCAL 669,
AFL-CIO

WITHDRAWAL OF ANSWER

Respondents Classic Fire Protection, LLC and Swift Fire Protection, LLC hereby withdraw their Answer and Amended Answer to Petitioner's Complaint, which were filed on or around December 13, 2011 and January 11, 2012, respectively.

Respectfully submitted,

/s/ Michael J. Anthony

Michael J. Anthony (0066447)

Vincent P. Zuccaro (0085484)

ANTHONY LAW, LLC

383 N. Front Street, LL

Columbus, Ohio 43215

Email: mja@anthonylawllc.com

Phone: (614) 340-0011

Facsimile: (614) 340-0012

*Counsel for Respondent Swift and
Respondent Classic*

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing was served this 21st day of September, 2012, upon the following:

Jon H. Grove, Compliance Officer
NLRB Region 9
3003 JWP Federal Building
550 Main Street
Cincinnati, Ohio 45202
jon.grove@nrlb.gov

Todd Johnson, Organizer
United Association of Journeymen and
Apprentices of the Plumbing and
Pipefitting Industry, et al.
PO Box 21904
Owensboro, Kentucky 42304-1904

William D. Franklin, Organizer
United Association of Journeymen and
Apprentices of the Plumbing and
Pipefitting Industry, et al.
PO Box 416
New Carlisle, Ohio 45344-0416

William W. Osborn, Jr., Attorney
Natalie C. Moffett, Attorney
Osborne Law Offices
4301 Connecticut Ave. NW, Ste. 108
Washington, DC 20008-2304

/s/ Vincent P. Zuccaro
Vincent P. Zuccaro (0085484)