

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 10, SUBREGION 11

MOHAWK FLOORING AND JANITORIAL SERVICE,
INC. and MAURICE BARNWELL, Individually

Case 11-CA-22379

and

JUAN CARLOS H. NAVARRETE, an Individual

**MOTION TO TRANSFER CASE TO AND CONTINUE PROCEEDINGS BEFORE THE
BOARD AND MOTION FOR DEFAULT JUDGMENT**

NOW COMES Ronald C. Morgan, Counsel for the Acting General Counsel of the National Labor Relations Board, herein called the Board, who, pursuant to Sections 102.04 and 102.24 of the Board's Rules and Regulations, files this Motion to Transfer Case To Continue Proceeding Before the Board and for Default Judgment, and, in support of this Motion, states the following:

1. On April 28, 2010, the Board issued its unpublished Decision and Order in the above-captioned case. A copy is attached hereto and marked as "Exhibit A."
2. On April 22, 2011, the United States Court of Appeals for the Fourth Circuit entered its judgment in Civil No. 1101245, enforcing in full the Board's Order referred to in Paragraph 1. A copy is attached hereto and marked as "Exhibit B."
3. On December 7, 2011, the Acting Regional Director for Region 11 approved a Stipulation and Waiver¹ that Region 11 entered into with Mohawk Flooring and Janitorial Service, Inc. and Maurice Barnwell, herein called Respondents, setting forth the amount of

1. At the time the Stipulation and Waiver was entered into and approved, Charging Party Juan Carlos H. Navarrete had not yet been located. Following the approval of the Stipulation and Waiver, Navarrete was located and by letter dated January 4, 2012, was provided with a copy of

backpay due and an installment payment plan for the amount due. A copy is attached hereto and marked as "Exhibit C."

4. A controversy having arisen as to Respondents' compliance with the terms of the Stipulation and Waiver, the Regional Director, Region 10, Subregion 11 conducted an investigation and determined that Respondents failed to comply with the Stipulation and Waiver with respect to the timely payment of backpay. By letter dated July 18, 2012, Respondents were notified of their default and a demand for cure was made. A copy of the July 18, 2012, letter is attached hereto and marked as "Exhibit D."

5. By electronic mail message on July 27, 2012, Respondents admitted to the Region's Compliance Officer that they were not in compliance with the Stipulation and Waiver. A copy is attached hereto and marked as "Exhibit E."

6. By electronic mail message dated July 31, 2012, the Region's Compliance Officer asked Respondents about their ability and intent to pay the remaining scheduled installment payments. A copy of the July 31, 2012, electronic mail message is attached hereto and marked as "Exhibit F."

7. On August 9, 2012, by electronic mail message to the Region's Compliance Officer, Respondents advised that they had sent \$50.00² towards the \$1,500.00 owed and that they would try to "catch up by sending something each month." A copy of the August 9, 2012, electronic mail message is attached hereto and marked as "Exhibit G."

8. By electronic mail message dated August 9, 2012, the Region's Compliance Officer asked Respondents about their ability and intent to pay the remaining scheduled installment payments.

the Stipulation and Waiver. In correspondence dated January 8, 2012, and February 12, 2012, Mr. Navarrete indicated his satisfaction with the terms of the Stipulation and Waiver.

2. This payment was received by Region 10, Subregion 11 on August 15, 2012.

A copy of the August 9, 2012, electronic mail message is attached hereto and marked as “Exhibit H.”

9. By letter dated August 9, 2012, the Region’s Compliance Officer notified Respondents of their default and a demand for cure was made. A copy of the August 9, 2012, letter is attached hereto and marked as “Exhibit I.”

10. On September 12, 2012, the Acting Regional Director, Region 10, Subregion 11, issued a Compliance Specification in this matter. A copy of the Compliance Specification and Affidavit of Service is attached hereto and marked as “Exhibit J.”

11. On September 28, 2012, Respondents sent to the Region a check dated September 24, 2012, for \$50.00, with no enclosed correspondence.

12. By electronic mail message dated October 1, 2012, the Region’s Compliance Officer notified Respondents of the remaining balance due and asked Respondents about their ability and intent to pay the remaining balance. A copy of the October 1, 2012, electronic mail message is attached hereto and marked as “Exhibit K.”

13. The Region has not received any further response from Respondents since receipt of the \$50.00 check dated September 24, 2012, referenced above in paragraph 11.

14. Pursuant to the terms of the Stipulation and Waiver, Respondents have waived their right to file an answer and agreed that the allegations of the Compliance Specification may be deemed true by the Board. By the terms of the Stipulation and Waiver, the only issue which Respondents may raise with respect to this Motion is whether Respondents defaulted on the terms of the Stipulation and Waiver, and by electronic mail messages dated July 27, 2012, and August 9, 2012, Respondents admitted to such default.

ACCORDINGLY, Counsel for the Acting General Counsel respectfully moves:

- A. That this proceeding be transferred to the Board for decision;
- B. That all the allegations of the Compliance Specification be deemed to be true;
- C. That Respondents be found by the Board to have failed to comply with the Stipulation and Waiver, as alleged in the Compliance Specification, without the taking of evidence in support of these allegations;
- D. That an appropriate Remedial Order issue to include, among other things, that Respondents be ordered to fulfill their backpay obligation by payment of the sum of \$1,400.00, plus additional interest; and
- E. That this Motion be ruled upon as expeditiously as possible.

Dated at Winston-Salem, North Carolina, this 2nd day of October, 2012.


Ronald C. Morgan
Counsel for the Acting General Counsel
National Labor Relations Board
Region 10, Subregion 11
4035 University Parkway, Suite 200
P.O.Box 1467
Winston-Salem, North Carolina 27116-1467

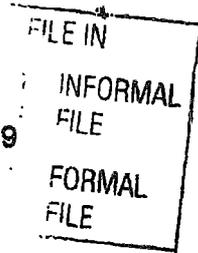
**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**MOHAWK FLOORING AND JANITORIAL
SERVICE, INC.**

and

JUAN CARLOS HERNANDEZ NAVARRETE

Case 11-CA-22379



ORDER

On March 17, 2010, Administrative Law Judge George Carson II of the National Labor Relations Board issued his Decision in the above-entitled proceeding and, on the same date, the proceeding was transferred to and continued before the Board in Washington, D.C. The Administrative Law Judge found that the Respondent has engaged in certain unfair labor practices, and recommended that it take specific action to remedy such unfair labor practices.

No statement of exceptions having been filed with the Board, and the time allowed for such filing having expired,

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, and Section 102.48 of the National Labor Relations Board Rules and Regulations, the Board adopts the findings and conclusions of the Administrative Law Judge as contained in his Decision, and orders that the Respondent, Mohawk Flooring and Janitorial Servicer, Inc., its offices, agents, successors, and assigns, shall take the action set forth in the recommended Order of the Administrative Law Judge.

Dated, Washington, D.C., April 28, 2010.

By direction of the Board:

Richard D. Hardick

Associate Executive Secretary

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
ATLANTA BRANCH OFFICE

MOHAWK FLOORING AND
JANITORIAL SERVICE, INC.

and

Case 11-CA-22379

JUAN CARLOS HERNANDEZ
NAVARRETE, an Individual

Lisa R. Shearin, Esq., for the General Counsel.

DECISION

Statement of the Case

GEORGE CARSON II, Administrative Law Judge. This case is before me pursuant to a Motion for Default Judgment. The case was set to be tried in Winston-Salem, North Carolina, on February 8, 2010, pursuant to an amended complaint that issued on January 22, 2010. The initial complaint issued on September 29, 2009.¹ The Respondent filed timely answers to both the complaint and amended complaint.

On February 5, 2010, contemporaneously with filing the answer to the amended complaint, Counsel for the Respondent, Attorney Richard J. Rutledge, Jr., filed a motion to withdraw as Counsel. He did not appear at the hearing. The President and Owner of the Respondent, Maurice Braswell, did appear. I explained to him his right to cross-examine witnesses and to present evidence. Notwithstanding my assurance that his rights would be protected, Braswell requested, and I granted, his request, to leave. I opened the hearing, received the formal papers, and then granted the motion of General Counsel to adjourn the hearing sine die in order for the Region to determine what course of action it wished to follow.²

Thereafter, on February 8, Attorney Rutledge filed a Motion to Withdraw Answer in which he states that he is entering a "limited appearance on behalf of Respondent" for the purpose of withdrawing the answers of the Respondent. The Motion represents (1) that the Respondent, "by and through its President ... understands that withdrawal of its Answer(s) ... may result in ... summary judgment;" (2) that a monetary judgment against Mohawk Flooring and Janitorial Service "may issue as a consequence;" and (3) that, "as a consequence of withdrawal of the Answer(s)" the Board's subpoena is withdrawn and that President Maurice Barnwell "will not be required to appear and testify ... in the proceedings."

¹ All dates herein are in 2009 unless otherwise indicated. The charge was filed on August 4. It was thereafter amended on September 17 and January 20, 2010.

² The cover sheets of the transcript and exhibits have been corrected to identify Mohawk as the Respondent instead of "Employer" and Navarrete as Charging Party instead of the "Petitioner."

On March 8, Counsel for the General Counsel filed a Motion for Default Judgment, attaching thereto various exhibits including Exhibit M, the Motion to Withdraw Answer. The Motion to Withdraw Answer is granted. The General Counsel's Motion for Default Judgment with the attached exhibits is hereby made a part of the record and designated as ALJ Exhibit 1.

Ruling on Motion for Default Judgment

Pursuant to Section 102.20 of the Board's Rules and Regulations, allegations in a complaint to which no answer is filed "shall be deemed to be admitted to be true." Board precedent establishes that withdrawal of an answer to a complaint has the same effect as the failure to file an answer. See *Holcomb & Hoke Mfg. Co.*, 355 NLRB No. 4 (2010), citing *Maislin Transport*, 274 NLRB 529 (1985). Accordingly, I grant the General Counsel's Motion for Default Judgment and find the allegations of the complaint to be admitted.

The adjourned hearing is hereby closed. On the entire record, I make the following

Findings of Fact

I. Jurisdiction

The Respondent, Mohawk Flooring and Janitorial Service, Inc., Mohawk, was at all times material herein a North Carolina corporation with a worksite located in Davie County, North Carolina, where it engaged in the business of providing custodial operations and maintenance at the Davie County rest area. During the past 12 months, the Respondent, in conducting its business operations, performed services valued in excess of \$50,000 to the State of North Carolina, an entity that is engaged in interstate commerce. I find and conclude that the Respondent is now, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

II. Alleged Unfair Labor Practices

At all times material herein, the following-named person occupied the position set opposite his name, and has been, and is now, an agent of Respondent, acting on its behalf, and is a supervisor within the meaning of Section 2(11) of the Act:

Maurice Barnwell

President and Owner

In late July, at its Davie County worksite, the Respondent issued a company policy memorandum that promulgated an overly broad confidentiality policy, and the Respondent thereafter maintained and enforced that overly broad confidentiality policy.

In late September, President and Owner Maurice Braswell interfered with Board processes by interrogating employees about their communications with the Board and threatened to terminate employees in retaliation for their cooperation with the Board.

On July 17, the Respondent suspended, and on the same date, discharged Juan Carlos Hernandez Navarrete and, thereafter, failed and refused to reinstate him, because Navarrete engaged in concerted activities with other employees for the purpose of collective bargaining or other mutual aid or protection, and in order to discourage employees from engaging in such concerted activities for the purpose of collective bargaining or other mutual aid or protection.

Conclusions of Law

5 The Respondent, by promulgating, maintaining, and enforcing an overly broad confidentiality policy, by interrogating employees about their communications with the Board and by threatening to terminate employees in retaliation for their cooperation with the Board, has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

10 The Respondent, by suspending and discharging Juan Carlos Hernandez Navarrete because he engaged in concerted activities with other employees for the purpose of collective bargaining or other mutual aid or protection, and in order to discourage employees from engaging in such concerted activities, has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

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Remedy

20 Having found that the Respondent had engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

The Respondent having promulgated, maintained, and enforced an overly broad confidentiality policy, it must rescind that policy.

25 The Respondent having unlawfully discharged Juan Carlos Hernandez Navarrete, it must offer him reinstatement and make him whole for any loss of earnings and other benefits, computed on a quarterly basis from July 17, 2009, to date of proper offer of reinstatement, less any net interim earnings, as prescribed in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), plus interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

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The General Counsel has moved that I award compound interest upon any backpay due. Consistent with the decision of the Board in *Glen Rock Ham*, 352 NLRB 516 (2008), not to deviate from its current practice of awarding simple interest, I deny that motion.

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The Respondent shall also be ordered to post an appropriate notice.

In view of the foregoing and on the entire record, I issue the following recommended³

ORDER

40

The Respondent, Mohawk Flooring and Janitorial Service, Inc., Broadway, North Carolina, its officers, agents, successors, and assigns, shall

1. Cease and desist from:

45

(a) Promulgating, maintaining, and enforcing an overly broad confidentiality policy.

³ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(b) Interrogating employees about their communications with the Board and threatening to terminate employees in retaliation for their cooperation with the Board.

5 (c) Suspending and discharging employees because they engage in concerted activities with other employees for the purpose of collective bargaining or other mutual aid or protection, and in order to discourage employees from engaging in such concerted activities.

10 (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:

15 (a) Rescind the unlawfully broad confidentiality policy.

(b) Within 14 days from the date of this Order, offer Juan Carlos Hernandez Navarrete full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.

20 (c) Make whole Juan Carlos Hernandez Navarrete for any loss of earnings and other benefits suffered as a result of his unlawful suspension and discharge, in the manner set forth in the remedy section of the decision.

25 (d) Within 14 days from the date of this Order, remove from its files any reference to the unlawful suspension and discharge, and within 3 days thereafter, notify Juan Carlos Hernandez Navarrete in writing that this has been done and that the suspension and discharge will not be used against him in any way.

30 (e) 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 determine the amount of backpay due under the terms of this Order.

35 (f) Within 14 days after service by the Region, post at its facilities in Davie County, North Carolina, copies of the attached notice marked "Appendix."⁴ Copies of the notice, on forms provided by the Regional Director for Region 11, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60
40 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent 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 Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a
45 copy of the notice to all current employees and former employees employed by the Respondent at any time since July 17, 2009.

⁴ 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."

(g) 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.

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Dated, Washington, D.C., March 12, 2010.

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George Carson II
Administrative Law Judge

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APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board had 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 promulgate, maintain, or enforce an overly broad confidentiality policy.

WE WILL NOT interrogate any of you about your communications with the National Labor Relations Board or threaten to terminate any of you in retaliation for your cooperation with the Board.

WE WILL NOT suspend or discharge any of you because you engage in concerted activities with other employees for the purpose of collective bargaining or other mutual aid or protection.

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

WE WILL rescind our unlawfully broad confidentiality policy.

WE WILL, within 14 days from the date of the Board's Order, offer Juan Carlos H. Navarrete full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.

WE WILL make whole Juan Carlos H. Navarrete for any loss of earnings and other benefits suffered as a result of his unlawful suspension and discharge, in the manner set forth in the remedy section of the decision.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to the unlawful suspension and discharge, and within 3 days thereafter, notify Juan Carlos H. Navarrete in writing that this has been done and that the suspension and discharge will not be used against him in any way.

MOHAWK FLOORING AND JANITORIAL
SERVICE, INC.

(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's

Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

Republic Square, Suite 200, 4035 University Parkway, Winston-Salem, NC 27106-3325

(336) 631-5201, Hours: 8:00 a.m. to 4:30 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S

COMPLIANCE OFFICER, (336) 631-5220

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FILED: April 22, 2011

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 11-1245
(11-CA-22379)

NATIONAL LABOR RELATIONS BOARD

Petitioner

v.

MOHAWK FLOORING AND JANITORIAL SERVICES, INCORPORATED

Respondent

ORDER

Petitioner has filed an application for summary entry of a judgment enforcing an order of the National Labor Relations Board.

The court grants the application and directs entry of the proposed judgment tendered by the Board.

Entered at the direction of Judge Wynn with the concurrence of Judge Niemeyer and Judge Keenan.

For the Court

/s/ Patricia S. Connor, Clerk

FILED: April 22, 2011

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 11-1245
(11-CA-22379)

NATIONAL LABOR RELATIONS BOARD

Petitioner

v.

MOHAWK FLOORING AND JANITORIAL SERVICES, INCORPORATED

Respondent

MANDATE

The judgment of this court, entered 4/22/11, takes effect today.

This constitutes the formal mandate of this court issued pursuant to Rule 41(a) of the Federal Rules of Appellate Procedure.

/s/Patricia S. Connor, Clerk

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

NATIONAL LABOR RELATIONS BOARD)	
)	
Petitioner)	No. 11-1245
)	
v.)	Board Case No.
)	11-CA-22379
MOHAWK FLOORING AND JANITORIAL)	
SERVICES, INC.)	
<u>Respondent</u>)	

JUDGMENT ENFORCING AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD

This cause was submitted upon the application of the National Labor Relations Board for summary entry of a judgment against Respondent, Mohawk Flooring and Janitorial Services, Inc., its officers, agents, successors, and assigns, enforcing its order dated April 28, 2010, in Case No. 11-CA-22379, and the Court having considered the same, it is hereby

ORDERED AND ADJUDGED by the Court that the Respondent, Mohawk Flooring and Janitorial Services, Inc., its officers, agents, successors, and assigns, shall abide by said order (See Attached Order and Appendix).

Mandate shall issue forthwith.

JUDGMENT FILED AND ENTERED 4/22/11
IN CASE NO 11-1245
FOR THE COURT /S/PATRICIA S. CONNOR
CLERK

NATIONAL LABOR RELATIONS BOARD

v.

MOHAWK FLOORING AND JANITORIAL SERVICES, INC.

ORDER

Mohawk Flooring and Janitorial Service, Inc., Broadway, North Carolina, its officers, agents, successors, and assigns, shall

1. Cease and desist from:
 - (a) Promulgating, maintaining, and enforcing an overly broad confidentiality policy.
 - (b) Interrogating employees about their communications with the Board and threatening to terminate employees in retaliation for their cooperation with the Board.
 - (c) Suspending and discharging employees because they engage in concerted activities with other employees for the purpose of collective bargaining or other mutual aid or protection, and in order to discourage employees from engaging in such concerted activities.
 - (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) Rescind the unlawfully broad confidentiality policy.
 - (b) Within 14 days from the date of this Order, offer Juan Carlos Hernandez Navarrete full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.
 - (c) Make whole Juan Carlos Hernandez Navarrete for any loss of earnings and other benefits suffered as a result of his unlawful suspension and discharge, in the manner set forth in the remedy section of Administrative Law Judge George Carson's decision of March 17, 2010 (JD (ATL)-04-10, Davis County, NC).

- (d) Within 14 days from the date of this Order, remove from its files any reference to the unlawful suspension and discharge, and within 3 days thereafter, notify Juan Carlos Hernandez Navarrete in writing that this has been done and that the suspension and discharge will not be used against him in any way.
- (e) 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 determine the amount of backpay due under the terms of this Order.
- (f) Within 14 days after service by the Region, post at its facilities in Davie County, North Carolina, copies of the attached notice marked "Appendix." 4 Copies of the notice, on forms provided by the Regional Director for Region 11, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent 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 Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since July 17, 2009.
- (g) 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

**POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES
COURT OF APPEALS ENFORCING AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

The National Labor Relations Board had 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 promulgate, maintain, or enforce an overly broad confidentiality policy.

WE WILL NOT interrogate any of you about your communications with the National Labor Relations Board or threaten to terminate any of you in retaliation for your cooperation with the Board.

WE WILL NOT suspend or discharge any of you because you engage in concerted activities with other employees for the purpose of collective bargaining or other mutual aid or protection.

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

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WE WILL make whole Juan Carlos H. Navarrete for any loss of earnings and other benefits suffered as a result of his unlawful suspension and discharge, in the manner set forth in the remedy section of Administrative Law Judge George Carson's decision of March 17, 2010 (JD (ATL)-04-10, Davis County, NC).

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to the unlawful suspension and discharge, and within 3 days thereafter, notify Juan Carlos H. Navarrete in writing that this has been done and that the suspension and discharge will not be used against him in any way.

MOHAWK FLOORING
AND JANITORIAL SERVICE, INC.

(Employer)

Dated: _____ By: _____
(Representative) (Title)

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Davie County, NC

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

**MOHAWK FLOORING AND JANITORIAL
SERVICE, INC.**

Case 11-CA-22379

and

JUAN CARLOS HERNANDEZ NAVARRETE

ORDER

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No statement of exceptions having been filed with the Board, and the time allowed for such filing having expired,

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, and Section 102.48 of the National Labor Relations Board Rules and Regulations, the Board adopts the findings and conclusions of the Administrative Law Judge as contained in his Decision, and orders that the Respondent, Mohawk Flooring and Janitorial Service, Inc., its officers, agents, successors, and assigns, shall take the action set forth in the recommended Order of the Administrative Law Judge.

Dated, Washington, D.C., April 28, 2010.

By direction of the Board:

Richard D. Hardick

Associate Executive Secretary

JD(ATL)-04-10
Davie County, NC

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
ATLANTA BRANCH OFFICE

MOHAWK FLOORING AND
JANITORIAL SERVICE, INC.

and

Case 11-CA-22379

JUAN CARLOS HERNANDEZ
NAVARRETE, an Individual

Lisa R. Shearin, Esq., for the General Counsel.

DECISION

Statement of the Case

GEORGE CARSON II, Administrative Law Judge. This case is before me pursuant to a Motion for Default Judgment. The case was set to be tried in Winston-Salem, North Carolina, on February 8, 2010, pursuant to an amended complaint that issued on January 22, 2010. The initial complaint issued on September 29, 2009.¹ The Respondent filed timely answers to both the complaint and amended complaint.

On February 5, 2010, contemporaneously with filing the answer to the amended complaint, Counsel for the Respondent, Attorney Richard J. Rutledge, Jr., filed a motion to withdraw as Counsel. He did not appear at the hearing. The President and Owner of the Respondent, Maurice Braswell, did appear. I explained to him his right to cross-examine witnesses and to present evidence. Notwithstanding my assurance that his rights would be protected, Braswell requested, and I granted, his request, to leave. I opened the hearing, received the formal papers, and then granted the motion of General Counsel to adjourn the hearing sine die in order for the Region to determine what course of action it wished to follow.²

Thereafter, on February 8, Attorney Rutledge filed a Motion to Withdraw Answer in which he states that he is entering a "limited appearance on behalf of Respondent" for the purpose of withdrawing the answers of the Respondent. The Motion represents (1) that the Respondent, "by and through its President ... understands that withdrawal of its Answer(s) ... may result in ... summary judgment;" (2) that a monetary judgment against Mohawk Flooring and Janitorial Service "may issue as a consequence;" and (3) that, "as a consequence of withdrawal of the Answer(s)" the Board's subpoena is withdrawn and that President Maurice Braswell "will not be required to appear and testify ... in the proceedings."

¹ All dates herein are in 2009 unless otherwise indicated. The charge was filed on August 4. It was thereafter amended on September 17 and January 20, 2010.

² The cover sheets of the transcript and exhibits have been corrected to identify Mohawk as the Respondent instead of "Employer" and Navarrete as Charging Party instead of the "Petitioner."

JD(ATL)-04-10

Conclusions of Law

5 The Respondent, by promulgating, maintaining, and enforcing an overly broad confidentiality policy, by interrogating employees about their communications with the Board and by threatening to terminate employees in retaliation for their cooperation with the Board, has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

10 The Respondent, by suspending and discharging Juan Carlos Hernandez Navarrete because he engaged in concerted activities with other employees for the purpose of collective bargaining or other mutual aid or protection, and in order to discourage employees from engaging in such concerted activities, has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

15 Remedy

20 Having found that the Respondent had engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

The Respondent having promulgated, maintained, and enforced an overly broad confidentiality policy, it must rescind that policy.

25 The Respondent having unlawfully discharged Juan Carlos Hernandez Navarrete, it must offer him reinstatement and make him whole for any loss of earnings and other benefits, computed on a quarterly basis from July 17, 2009, to date of proper offer of reinstatement, less any net interim earnings, as prescribed in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), plus interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

30 The General Counsel has moved that I award compound interest upon any backpay due. Consistent with the decision of the Board in *Glen Rock Ham*, 352 NLRB 516 (2008), not to deviate from its current practice of awarding simple interest, I deny that motion.

35 The Respondent shall also be ordered to post an appropriate notice.

In view of the foregoing and on the entire record, I issue the following recommended³

ORDER

40 The Respondent, Mohawk Flooring and Janitorial Service, Inc., Broadway, North Carolina, its officers, agents, successors, and assigns, shall

45 1. Cease and desist from:

(a) Promulgating, maintaining, and enforcing an overly broad confidentiality policy.

³ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

JD(ATL)-04-10

(b) Interrogating employees about their communications with the Board and threatening to terminate employees in retaliation for their cooperation with the Board.

5 (c) Suspending and discharging employees because they engage in concerted activities with other employees for the purpose of collective bargaining or other mutual aid or protection, and in order to discourage employees from engaging in such concerted activities.

10 (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:

15 (a) Rescind the unlawfully broad confidentiality policy.

(b) Within 14 days from the date of this Order, offer Juan Carlos Hernandez Navarrete full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.

20 (c) Make whole Juan Carlos Hernandez Navarrete for any loss of earnings and other benefits suffered as a result of his unlawful suspension and discharge, in the manner set forth in the remedy section of the decision.

25 (d) Within 14 days from the date of this Order, remove from its files any reference to the unlawful suspension and discharge, and within 3 days thereafter, notify Juan Carlos Hernandez Navarrete in writing that this has been done and that the suspension and discharge will not be used against him in any way.

30 (e) 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 determine the amount of backpay due under the terms of this Order.

35 (f) Within 14 days after service by the Region, post at its facilities in Davie County, North Carolina, copies of the attached notice marked "Appendix."⁴ Copies of the notice, on forms provided by the Regional Director for Region 11, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60
40 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent 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 Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a
45 copy of the notice to all current employees and former employees employed by the Respondent at any time since July 17, 2009.

⁴ 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."

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(g) 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.

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Dated, Washington, D.C., March 12, 2010.

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George Carson II
Administrative Law Judge

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JD(ATL)-04-10

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board had 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 promulgate, maintain, or enforce an overly broad confidentiality policy.

WE WILL NOT interrogate any of you about your communications with the National Labor Relations Board or threaten to terminate any of you in retaliation for your cooperation with the Board.

WE WILL NOT suspend or discharge any of you because you engage in concerted activities with other employees for the purpose of collective bargaining or other mutual aid or protection.

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

WE WILL rescind our unlawfully broad confidentiality policy.

WE WILL, within 14 days from the date of the Board's Order, offer Juan Carlos H. Navarrete full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.

WE WILL make whole Juan Carlos H. Navarrete for any loss of earnings and other benefits suffered as a result of his unlawful suspension and discharge, in the manner set forth in the remedy section of the decision.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to the unlawful suspension and discharge, and within 3 days thereafter, notify Juan Carlos H. Navarrete in writing that this has been done and that the suspension and discharge will not be used against him in any way.

MOHAWK FLOORING AND JANITORIAL
SERVICE, INC.

(Employer)

Dated _____ By _____
(Representative) (Title)

JD(ATL)-04-10

5 The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.
Republic Square, Suite 200, 4035 University Parkway, Winston-Salem, NC 27106-3325
(336) 631-5201, Hours: 8:00 a.m. to 4:30 p.m.

10

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE
THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (336) 631-5220

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FILED: April 22, 2011

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUITNo. 11-1245, NLRB v. Mohawk Flooring and Janitorial
11-CA-22379

NOTICE OF JUDGMENT

Judgment was entered on this date in accordance with Fed. R. App. P. 36. Please be advised of the following time periods:

PETITION FOR WRIT OF CERTIORARI: To be timely, a petition for certiorari must be filed in the United States Supreme Court within 90 days of this court's entry of judgment. The time does not run from issuance of the mandate. If a petition for panel or en banc rehearing is timely filed, the time runs from denial of that petition. Review on writ of certiorari is not a matter of right, but of judicial discretion, and will be granted only for compelling reasons.

(www.supremecourtus.gov)

VOUCHERS FOR PAYMENT OF APPOINTED OR ASSIGNED COUNSEL: Vouchers are sent to counsel appointed or assigned by the court in a separate transmission at the time judgment is entered. CJA 30 vouchers are sent to counsel in capital cases. CJA 20 vouchers are sent to counsel in criminal, post-judgment, habeas, and § 2255 cases. Assigned counsel vouchers are sent to counsel in civil, civil rights, and agency cases. Vouchers should be completed and returned within 60 days of the later of entry of judgment, denial of a petition for rehearing, or the grant or denial of a petition for writ of certiorari. If counsel appointed or assigned by the court did not receive a voucher, forms and instructions are available from the court's web site, www.ca4.uscourts.gov, or from the clerk's office.

BILL OF COSTS: A party to whom costs are allowable, who desires taxation of costs, shall file a Bill of Costs within 14 calendar days of entry of judgment. (FRAP 39, Loc. R. 39(b)).

PETITION FOR REHEARING AND PETITION FOR REHEARING EN BANC: A petition for rehearing must be filed within 14 calendar days after entry of judgment, except that in civil cases in which the United States or its officer or agency is a party, the petition must be filed within 45 days after entry of judgment. A petition for rehearing en banc must be filed within the same time limits and in the same document as the petition for rehearing and must be clearly identified in the title. The only grounds for an extension of time to file a petition for rehearing are the death or serious illness of counsel or a family member (or of a party or family member in pro se cases) or an extraordinary circumstance wholly beyond the control of counsel or a party proceeding without counsel.

Each case number to which the petition applies must be listed on the petition to identify the cases to which the petition applies and to avoid companion cases proceeding to mandate during the pendency of a petition for rehearing in the lead case. A timely filed petition for rehearing or petition for rehearing en banc stays the mandate and tolls the running of time for filing a petition for writ of certiorari.

A petition for rehearing must contain an introduction stating that, in counsel's judgment, one or more of the following situations exist: (1) a material factual or legal matter was overlooked; (2) a change in the law occurred after submission of the case and was overlooked; (3) the opinion conflicts with a decision of the U.S. Supreme Court, this court, or another court of appeals, and the conflict was not addressed; or (4) the case involves one or more questions of exceptional importance. A petition for rehearing, with or without a petition for rehearing en banc, may not exceed 15 pages. Copies are not required unless requested by the court. (FRAP 35 & 40, Loc. R. 40(c)).

MANDATE: In original proceedings before this court, there is no mandate. Unless the court shortens or extends the time, in all other cases, the mandate issues 7 days after the expiration of the time for filing a petition for rehearing. A timely petition for rehearing, petition for rehearing en banc, or motion to stay the mandate will stay issuance of the mandate. If the petition or motion is denied, the mandate will issue 7 days later. A motion to stay the mandate will ordinarily be denied, unless the motion presents a substantial question or otherwise sets forth good or probable cause for a stay. (FRAP 41, Loc. R. 41).

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
Region 11

MOHAWK FLOORING AND
JANITORIAL SERVICE, INC.

and

Case No. 11-CA-22379

JUAN CARLOS H. NAVARRETE, an Individual

And

MAURICE BARNWELL, an Individual

and

JUAN CARLOS H. NAVARRETE, an Individual

STIPULATION AND WAIVER

IT IS HEREBY STIPULATED AND AGREED, by and between Mohawk Flooring and Janitorial Services, Inc. (Respondent Mohawk) and Maurice Barnwell (Respondent Barnwell) (collectively Respondents), and the General Counsel of the National Labor Relations Board on behalf of Juan Carlos H. Navarrete (the Charging Party), that:

1. On April 28, 2010, the National Labor Relations Board (the Board), issued its unpublished Decision and Order directing the Respondent to, inter alia, make whole employee Juan Carlos H. Navarrete for any loss of earnings such employee may have suffered by reason of the Respondent's unfair labor practices in violation of Section 8(a)(1) of the National Labor Relations Act, as amended (the Act).
2. On April 22, 2011, the United States Court of Appeals for the Fourth Circuit entered its judgment in Civil No. 11-1245, enforcing in full the Board's Order referred to above in paragraph 1.
3. Respondents hereto waive their rights to file an Answer to a Compliance Specification, to a compliance hearing, to an Administrative Law Judge's supplemental decision, to a supplemental Board Order, and to all further and other proceedings to which the parties may otherwise be entitled under the Act or the Board's Rules and Regulations, concerning the amount of backpay due in this case or any other compliance issues.

4. This stipulation, together with the Board's Decision and Order referred to above in paragraph 1, the Court Judgment referred to above in paragraph 2, the Payment Schedule, and the Promissory Note, all of which documents are attached hereto, shall constitute the entire record herein.
5. Following the issuance of the Court Judgment referred to above in paragraph 2, Respondents and the General Counsel of the Board reached agreement on compliance with the amount of backpay and interest due and owing under the terms of the aforesaid Decision and Order of the Board, as enforced by the Court of Appeals for the Fourth Circuit. Respondents' agreement to these particulars was attested to by Respondent Barnwell in a deposition conducted by General Counsel in New Bern, North Carolina, on Thursday, December 1, 2011. Further, Respondent Barnwell admitted individual liability for the amount of backpay and interest due and owing. Said agreement has been reduced to writing in this Stipulation and based upon it, the obligation of the Respondents to make whole the Charging Party and otherwise comply with the Board's Decision and Order and the Judgment of the United States Court of Appeals for the Fourth Circuit will be discharged by taking the action set forth below:

6. Payment of the following amounts to the National Labor Relations Board on behalf of the employee Juan Carlos H. Navarrete:

Backpay - \$5,508.98
Interest - \$491.02
Total - \$6,000.00

7. Payment will be made according to the Payment Schedule in Appendix A, in the amounts set forth in the schedule and on the dates indicated. The backpay amounts listed in Appendix A include Respondents' share of FICA.
8. Checks are to be made payable to the "National Labor Relations Board" in the amounts listed in the Payment Schedule in Appendix A.
9. Checks are to be sent to the offices of the National Labor Relations Board, Region 11, 4035 University Parkway, Suite 200, Winston-Salem, NC 27106. The checks will be forwarded to the Board's Finance Branch for distribution to the Charging Party.
10. In the event of Respondents' noncompliance with the terms of this Stipulation and Waiver, including but not limited to failure to make timely payment of the money in the form set forth above, and after 14 days notice from the Regional Director of the National Labor Relations Board of such noncompliance without remedy by Respondent, the Regional Director may issue a Compliance Specification reflecting that Respondent Barnwell is individually liable and reflecting the full remedy due, including but not limited to backpay and interest owing pursuant to the terms of this Stipulation and Waiver, plus additional interest. Thereafter, the

General Counsel may file a motion for summary judgment with the Board on the allegations of said Compliance Specification. In such an event, the allegations of the Compliance Specification may be deemed to be true by the Board. Respondents will not contest the validity of any such allegations, and the Board may enter findings of fact, conclusions of law, and an order on the allegations of the Compliance Specification. On receipt of said motion for summary judgment, the Board shall issue an Order requiring Respondents to show cause why said motion of the General Counsel should not be granted. The only issue that may be raised in response to the Board's Order to Show Cause is whether Respondents defaulted upon the terms of this Compliance Stipulation. 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 Respondents, 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 and without opposition from Respondents.

11. Respondent Barnwell will enter into the Promissory Note attached herewith.
12. This Stipulation contains the entire agreement between the parties, there being no agreement of any kind, verbal or otherwise, that varies, alters, or adds to it.

Signed at Spring Lake, NC Signed at Boay, NC
 [City] [State] [City] [State]

MOHAWK FLOORING AND
 JANITORIAL SERVICE, INC.

MAURICE BARNWELL, an Individual

By: Maurice Barnwell
 [Name and Title]

By: Maurice Barnwell
 [Name and Title]

NONE
 [Address]

125 Palmer Park Rd
 [Address]

Dec. 6, 2011
 [Date]

Dec. 6, 2011
 [Date]

Signed at Spring Lake, NC

[City]

[State]

Approval by the General Counsel recommended:

Jenny Dinn
Jenny Dinn
Compliance Officer, Region 11
National Labor Relations Board
4035 University Parkway, Suite 200
Winston-Salem, NC 27106-3325

12/7/11
[Date]

Approved:

April. 4014
Acting Regional Director
Region 11, National Labor Relations Board

12/7/11
[Date]

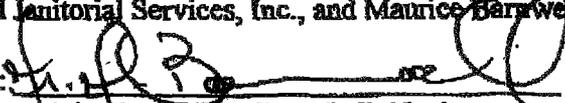
Appendix A
Payment Schedule

DATE OF PAYMENT	BACKPAY	INTEREST	TOTAL
December 30, 2011	\$2,754.48	\$245.52	\$3,000
January 31, 2012	\$275.45	\$24.55	\$300
February 29, 2012	\$275.45	\$24.55	\$300
March 30, 2012	\$275.45	\$24.55	\$300
April 30, 2012	\$275.45	\$24.55	\$300
May 31, 2012	\$275.45	\$24.55	\$300
June 30, 2012	\$275.45	\$24.55	\$300
July 29, 2012	\$275.45	\$24.55	\$300
August 31, 2012	\$275.45	\$24.55	\$300
September 30, 2012	\$275.45	\$24.55	\$300
October 31, 2012	\$275.45	\$24.55	\$300
TOTAL	\$5,508.98	\$491.02	\$6,000

030000010
05:00 1102-20-02

Premissory Note

In the event that Respondents Mohawk Flooring and Janitorial Services, Inc., and Maurice Barnwell, an Individual, fail to fully comply with the terms of this Stipulation and its Schedule of payments, the undersigned agrees to be held individually liable for the full amount of backpay due and agrees to pay the total amount of the backpay set forth above, less all amounts are paid pursuant to this agreement by Mohawk Flooring and Janitorial Services, Inc., and Maurice Barnwell, an Individual.

By: 
Maurice Barnwell, an Individual

125 Solner Walker Rd
[Address]

SWAY NC 27505
[City, State, Zip Code]

Dec 6, 2011
[Date]

Mohawk Installment Payments						
	Amount Due	Date Due	Amount Received	Date Received	Check Date	Check No.
	\$3,000.00	12/30/11	\$2,000.00	1/6/12	1/5/12	4601994*
			\$2000 (reissued)	4/6/12	4/4/12	4602074
			\$1,000.00	1/19/12	1/18/12	4602008
	\$300.00	1/31/12	\$300.00	2/9/12	2/2/12	1692
	\$300.00	2/29/12	\$300.00	3/26/2012	3/23/2012	2854557
	\$300.00	3/30/12	\$300.00	4/10/12	4/10/12	9389057
	\$300.00	4/30/12	\$300.00	5/18/12	5/14/12	22029374
	\$300.00	5/31/12	\$300.00	6/25/12	6/15/12	36369010
	\$300.00	6/30/12	\$50.00	8/15/12	8/14/12	5238
	\$300.00	7/29/12				
	\$300.00	8/31/12				
	\$300.00	9/30/12				
	\$300.00	10/31/12				
Total	\$6,000.00		\$4,550.00			

* Respondents' first payment was lost in transit to the NLRB's Finance Branch but was re-issued by the bank on 4/4/12



United States Government

NATIONAL LABOR RELATIONS BOARD

Subregion 11

P. O. Box 11467

Winston-Salem, NC 27116-1467

Telephone: 336/631-5218

Fax: 336/631-5210

www.nlrb.gov

4035 University Pkwy., Suite 200

Winston-Salem, NC 27106-3325

July 18, 2012

Re: Mohawk Flooring and Janitorial Service, Inc.
Case 11-CA-22379

Mr. Maurice Barnwell
125 Palmer Walker Road
Broadway, NC 27505

and

Mohawk Flooring and Janitorial Service, Inc.
Maurice Barnwell, President
PO Box 1000
Spring Lake, NC 28390

and

Mohawk45@windstream.net

Dear Mr. Barnwell:

I am writing this letter concerning the Compliance Stipulation which you signed on December 6, 2011.

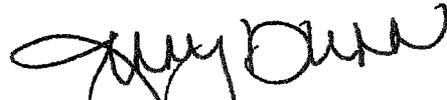
I am notifying you, as an individual, and as the President of Mohawk Flooring and Janitorial Service, Inc., that to date, this office has not received your check for the June installment payment of \$300.00, which was due in this office by close of business June 30, 2012, pursuant to the installment payment plan in the Stipulation and Waiver. In addition, as a reminder, your payment of \$300.00 for July is due in this office by July 31, 2012. For your convenience, I have attached a spreadsheet listing the payments due and the payments you have made, to date, pursuant to the installment payment plan in the Stipulation and Waiver.

Please be advised that if this office is not in receipt of your check for \$300.00 for the June payment by no later than close of business **August 1, 2012**, the Region will take actions as outlined in paragraph ten (10) of the Stipulation and Waiver. This action includes the issuance of a Compliance Specification reflecting that you are individually liable for the full remedy due, including but not limited to backpay and interest owing pursuant to the terms of this Stipulation and Waiver, plus additional interest. Additionally, the General Counsel will file a motion for summary judgment with the Board concerning the allegations of the Compliance Specification.

Exhibit C

Accordingly, to comply with the installment payment scheduled provided by the Stipulation and Waiver and to avoid further action by the Region including the issuance of a Compliance Specification and a motion for summary judgment, your check made payable to the "National Labor Relations Board" for the June payment must be received in this office no later than close of business **August 1, 2012**. If you have any questions, please contact me at (336) 631-5216.

Very truly yours,



Jenny Dunn
Compliance Officer

Mohawk Installment Payments

Amount Due	Date Due	Amount Received	Date Received	Check Date	Check No.
\$3,000.00	12/30/11	\$2000 (missing)	1/6/12	1/5/12	4601994
		\$2000 (reissued)	4/6/12	4/4/12	4602074
		\$1,000.00	1/19/12	1/18/12	4602008
\$300.00	1/31/12	\$300.00	2/9/12	2/2/12	1892
\$300.00	2/29/12	\$300.00	3/26/2012	3/23/2012	2854557
\$300.00	3/30/12	\$300.00	4/10/12	4/10/12	9389057
\$300.00	4/30/12	\$300.00	5/18/12	5/14/12	22029374
\$300.00	5/31/12	\$300.00	6/25/12	6/15/12	36369010
\$300.00	6/30/12				
\$300.00	7/29/12				
\$300.00	8/31/12				
\$300.00	9/30/12				
\$300.00	10/31/12				

Dunn, Jenny

From: Maurice Barnwell [mohawk45@windstream.net]
Sent: Friday, July 27, 2012 2:57 AM
To: Dunn, Jenny
Subject: Re: Mohawk Flooring and Janitorial Service, Inc., 11-CA-22379

I know i own July 2012 payment, but this has been a bad month for me and i just don't have it. with this heat spell i just had to paid the elec bill, i will try to send something toward July 2012 payment.

Mr. Barnwell

----- Original Message -----

From: ~~Dunn, Jenny~~
To: 'mohawk45@windstream.net'
Sent: 07/18/2012 8:33 AM
Subject: Mohawk Flooring and Janitorial Service, Inc., 11-CA-22379



United States Government
NATIONAL LABOR RELATIONS BOARD
Subregion 11
P. O. Box 11467
Winston-Salem, NC 27116-1467

Telephone: 336/631-5218
Fax: 336/631-5210
www.nlrb.gov

4035 University Pkwy., Suite 200
Winston-Salem, NC 27106-3325

July 18, 2012
Re: Mohawk Flooring and Janitorial Service, Inc.
Case 11-CA-22379

Mr. Maurice Barnwell
125 Palmer Walker Road
Broadway, NC 27505

and

Mohawk Flooring and Janitorial Service, Inc.
Maurice Barnwell, President
PO Box 1000
Spring Lake, NC 28390

and

Mohawk45@windstream.net

Dear Mr. Barnwell:

I am writing this letter concerning the Compliance Stipulation which you signed on December 6, 2011.

I am notifying you, as an individual, and as the President of Mohawk Flooring and Janitorial Service, Inc., that to date, this office has not received your check for the June installment payment of \$300.00, which was due in this office by close of business June 30, 2012, pursuant to the installment payment plan in the Stipulation and Waiver. In addition, as a reminder, your payment of \$300.00 for July is due in this office by July 31, 2012. For your convenience, I have attached a spreadsheet listing the payments due and the payments you have made, to date, pursuant to the installment payment plan in the Stipulation and Waiver.

Please be advised that if this office is not in receipt of your check for \$300.00 for the June payment by no later than close of business **August 1, 2012**, the Region will take actions as outlined in paragraph ten (10) of the Stipulation and Waiver. This action includes the issuance of a Compliance Specification reflecting that you are individually liable for the full remedy due, including but not limited to backpay and interest owing pursuant to the terms of this Stipulation and Waiver, plus additional interest. Additionally, the General Counsel will file a motion for summary judgment with the Board concerning the allegations of the Compliance Specification.

Accordingly, to comply with the installment payment scheduled provided by the Stipulation and Waiver and to avoid further action by the Region including the issuance of a Compliance Specification and a motion for summary judgment, your check made payable to the "National Labor Relations Board" must be received in this office no later than close of business August 1, 2012. If you have any questions, please contact me at (336) 631-5216.

Very truly yours,

Jenny Dunn
Compliance\Officer

I thank you for your assistance in this matter.

Sincerely,

Jenny Dunn
Compliance Officer
National Labor Relations Board, Subregion 11
Republic Square, Suite 200
4035 University Parkway
Winston-Salem, NC 27199-2315

Direct dial: 336-631-5216
Main office phone: 336-631-5201
Fax: 336-631-5210
Email: jenny.dunn@nlr.gov

Dunn, Jenny

From: Dunn, Jenny
Sent: Tuesday, July 31, 2012 7:52 AM
To: 'Maurice Barnwell'
Subject: RE: Mohawk Flooring and Janitorial Service, Inc., 11-CA-22379

By what date will you be able to provide some money towards your June and/or July payments, and how much?

Thank you,
Jenny Dunn

From: Maurice Barnwell [mailto:mohawk45@windstream.net]
Sent: Friday, July 27, 2012 2:57 AM
To: Dunn, Jenny
Subject: Re: Mohawk Flooring and Janitorial Service, Inc., 11-CA-22379

I know i own July 2012 payment, but this has been a bad month for me and i just don't have it. with this heat spell i just had to paid the elec bill, i will try to send something toward July 2012 payment.

Mr. Barnwell

----- Original Message -----

~~From: Dunn, Jenny~~

To: 'mohawk45@windstream.net'
Sent: 07/18/2012 8:33 AM
Subject: Mohawk Flooring and Janitorial Service, Inc., 11-CA-22379



United States Government

Telephone: 336/631-5218

Fax: 336/631-5210

www.nlrb.gov

NATIONAL LABOR RELATIONS BOARD

Subregion 11

4035 University Pkwy., Suite 200

Winston-Salem, NC 27106-3325

P. O. Box 11467

Winston-Salem, NC 27116-1467

July 18, 2012

Re: Mohawk Flooring and Janitorial Service,
Inc.
Case 11-CA-22379

Mr. Maurice Barnwell
125 Palmer Walker Road
Broadway, NC 27505

and

Mohawk Flooring and Janitorial Service, Inc.
Maurice Barnwell, President
PO Box 1000
Spring Lake, NC 28390

and

Mohawk45@windstream.net

Dear Mr. Barnwell:

I am writing this letter concerning the Compliance Stipulation which you signed on December 6, 2011.

I am notifying you, as an individual, and as the President of Mohawk Flooring and Janitorial Service, Inc., that to date, this office has not received your check for the June installment payment of \$300.00, which was due in this office by close of business June 30, 2012, pursuant to the installment payment plan in the Stipulation and Waiver. In addition, as a reminder, your payment of \$300.00 for July is due in this office by July 31, 2012. For your convenience, I have attached a spreadsheet listing the payments due and the payments you have made, to date, pursuant to the installment payment plan in the Stipulation and Waiver.

Please be advised that if this office is not in receipt of your check for \$300.00 for the June payment by no later than close of business **August 1, 2012**, the Region will take actions as outlined in paragraph ten (10) of the Stipulation and Waiver. This action includes the issuance of a Compliance Specification reflecting that you are individually liable for the full remedy due, including but not limited to backpay and interest owing pursuant to the terms of this Stipulation and Waiver, plus additional interest. Additionally, the General Counsel will file a motion for summary judgment with the Board concerning the allegations of the Compliance Specification.

Accordingly, to comply with the installment payment scheduled provided by the Stipulation and Waiver and to avoid further action by the Region including the issuance of a Compliance Specification and a motion for summary judgment, your check made payable to the "National Labor Relations Board" must be received in this office no later than close of business August 1, 2012. If you have any questions, please contact me at (336) 631-5216.

Very truly yours,

Jenny Dunn
Compliance Officer

I thank you for your assistance in this matter.

Sincerely,

Jenny Dunn
Compliance Officer
National Labor Relations Board, Subregion 11
Republic Square, Suite 200
4035 University Parkway

Winston-Salem, NC 27199-2315

Direct dial: 336-631-5216
Main office phone: 336-631-5201
Fax: 336-631-5210
Email: jenny.dunn@nrb.gov

Dunn, Jenny

From: Maurice Barnwell [mohawk45@windstream.net]
Sent: Thursday, August 09, 2012 5:48 AM
To: Dunn, Jenny
Subject: Re: Mohawk Flooring and Janitorial Service, Inc., 11-CA-22379

To J Dunn

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Mr. M Barnwell

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4035 University Pkwy., Suite 200
Winston-Salem, NC 27106-3325

July 18, 2012

Re: Mohawk Flooring and Janitorial Service,
Inc.

Exhibit F

Case 11-CA-22379

Mr. Maurice Barnwell
125 Palmer Walker Road
Broadway, NC 27505

and

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Maurice Barnwell, President
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Compliance Officer

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- Jenny Dunn
Compliance Officer
National Labor Relations Board, Subregion 11
Republic Square, Suite 200
4035 University Parkway
Winston-Salem, NC-27199-2315

Direct dial: 336-631-5216
Main office phone: 336-631-5201
Fax: 336-631-5210
Email: jenny.dunn@nlrb.gov

Dunn, Jenny

From: Dunn, Jenny
Sent: Thursday, August 09, 2012 9:37 AM
To: 'Maurice Barnwell'
Subject: RE: Mohawk Flooring and Janitorial Service, Inc., 11-CA-22379

Mr. Barnwell:

When can we expect the next payment, and how much? The Region will try to work with you, but the compliance stipulation is clear as to our next steps. I'm sure that you don't want to have any additional legal issues, so it is important that you advise exactly how much you will be able to pay, when, and when you would anticipate being able to either come up to date with your payments or pay off the remaining balance so that the Region can make a decision as to whether we will be able to work out an arrangement with you or whether we will need to take the actions listed in paragraph ten (10) of the compliance stipulation.

I thank you for your assistance in this matter.

Jenny

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Telephone: 336/631-5218
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4035 University Pkwy., Suite 200
Winston-Salem, NC 27106-3325

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Very truly yours,

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Compliance Officer

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Sincerely,

Jenny Dunn
Compliance Officer
National Labor Relations Board, Subregion 11
Republic Square, Suite 200
4035 University Parkway
Winston-Salem, NC 27199-2315

Direct dial: 336-631-5216
Main office phone: 336-631-5201
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Email: jenny.dunn@nlrb.gov

Dunn, Jenny

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United States Government
NATIONAL LABOR RELATIONS BOARD

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Subregion 11
P. O. Box 11467
Winston-Salem, NC 27116-1467

4035 University Pkwy., Suite 200
Winston-Salem, NC 27106-3325

July 18, 2012
Re: Mohawk Flooring and Janitorial Service,
Inc.
Case 11-CA-22379

Mr. Maurice Barnwell
125 Palmer Walker Road
Broadway, NC 27505

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Mohawk Flooring and Janitorial Service, Inc.
Maurice Barnwell, President
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Very truly yours,

Jenny Dunn
Compliance Officer

I thank you for your assistance in this matter.

Sincerely,

Jenny Dunn
Compliance Officer
National Labor Relations Board, Subregion 11
Republic Square, Suite 200
4035 University Parkway
Winston-Salem, NC 27199-2315

Direct dial: 336-631-5216
Main office phone: 336-631-5201
Fax: 336-631-5210
Email: jenny.dunn@nlr.gov



United States Government

NATIONAL LABOR RELATIONS BOARD

Subregion 11

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4035 University Pkwy., Suite 200

Winston-Salem, NC 27106-3325

August 9, 2012

Re: Mohawk Flooring and Janitorial Service, Inc.
Case 11-CA-22379

Mr. Maurice Barnwell
125 Palmer Walker Road
Broadway, NC 27505

and

Mohawk Flooring and Janitorial Service, Inc.
Maurice Barnwell, President
PO Box 1000
Spring Lake, NC 28390

Dear Mr. Barnwell:

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Please be advised that if this office is not in receipt of your check for \$600.00 for the June and July payment by no later than close of business **August 23, 2012**, the Region will take actions as outlined in paragraph ten (10) of the Stipulation and Waiver. This action includes the issuance of a Compliance Specification reflecting that you are individually liable for the full remedy due, including but not limited to backpay and interest owing pursuant to the terms of this Stipulation and Waiver, plus additional interest. Additionally, the General Counsel will file a motion for summary judgment with the Board concerning the allegations of the Compliance Specification.

Accordingly, to comply with the installment payment scheduled provided by the Stipulation and Waiver and to avoid further action by the Region including the issuance of a Compliance Specification and a motion for summary judgment, your check made payable to the "National Labor Relations Board" for the June and July payments must be received in this office

Exhibit H

no later than close of business August 23, 2012. If you have any questions, please contact me at (336) 631-5216.

Very truly yours,



Jenny Durn
Compliance Officer



United States Government

NATIONAL LABOR RELATIONS BOARD

Subregion 11

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4035 University Pkwy., Suite 200

Winston-Salem, NC 27106-3325

July 18, 2012

Re: Mohawk Flooring and Janitorial Service, Inc.
Case 11-CA-22379

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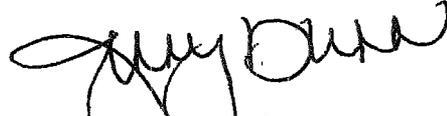
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Exhibit D

Accordingly, to comply with the installment payment scheduled provided by the Stipulation and Waiver and to avoid further action by the Region including the issuance of a Compliance Specification and a motion for summary judgment, your check made payable to the "National Labor Relations Board" for the June payment must be received in this office no later than close of business **August 1, 2012**. If you have any questions, please contact me at (336) 631-5216.

Very truly yours,



Jenny Dunn
Compliance Officer

Mohawk Installment Payments

Amount Due	Date Due	Amount Received	Date Received	Check Date	Check No.
\$3,000.00	12/30/11	\$2000 (missing)	1/6/12	1/5/12	4601994
		\$2000 (reissued)	4/6/12	4/4/12	4602074
		\$1,000.00	1/19/12	1/18/12	4602008
\$300.00	1/31/12	\$300.00	2/9/12	2/2/12	1692
\$300.00	2/29/12	\$300.00	3/26/2012	3/23/2012	2854557
\$300.00	3/30/12	\$300.00	4/10/12	4/10/12	9389057
\$300.00	4/30/12	\$300.00	5/18/12	5/14/12	22029374
\$300.00	5/31/12	\$300.00	6/25/12	6/15/12	36369010
\$300.00	6/30/12				
\$300.00	7/29/12				
\$300.00	8/31/12				
\$300.00	9/30/12				
\$300.00	10/31/12				

Dunn, Jenny

From: Maurice Barnwell [mohawk45@windstream.net]
Sent: Friday, July 27, 2012 2:57 AM
To: Dunn, Jenny
Subject: Re: Mohawk Flooring and Janitorial Service, Inc., 11-CA-22379

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Mr. Barnwell

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United States Government
NATIONAL LABOR RELATIONS BOARD
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P. O. Box 11467
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Telephone: 336/631-5218
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I am notifying you, as an individual, and as the President of Mohawk Flooring and Janitorial Service, Inc., that to date, this office has not received your check for the June installment payment of \$300.00, which was due in this office by close of business June 30, 2012, pursuant to the installment payment plan in the Stipulation and Waiver. In addition, as a reminder, your payment of \$300.00 for July is due in this office by July 31, 2012. For your convenience, I have attached a spreadsheet listing the payments due and the payments you have made, to date, pursuant to the installment payment plan in the Stipulation and Waiver.

Please be advised that if this office is not in receipt of your check for \$300.00 for the June payment by no later than close of business **August 1, 2012**, the Region will take actions as outlined in paragraph ten (10) of the Stipulation and Waiver. This action includes the issuance of a Compliance Specification reflecting that you are individually liable for the full remedy due, including but not limited to backpay and interest owing pursuant to the terms of this Stipulation and Waiver, plus additional interest. Additionally, the General Counsel will file a motion for summary judgment with the Board concerning the allegations of the Compliance Specification.

Accordingly, to comply with the installment payment scheduled provided by the Stipulation and Waiver and to avoid further action by the Region including the issuance of a Compliance Specification and a motion for summary judgment, your check made payable to the "National Labor Relations Board" must be received in this office no later than close of business August 1, 2012. If you have any questions, please contact me at (336) 631-5216.

Very truly yours,

Jenny Dunn
Compliance Officer

I thank you for your assistance in this matter.

Sincerely,

Jenny Dunn
Compliance Officer
National Labor Relations Board, Subregion 11
Republic Square, Suite 200
4035 University Parkway

Winston-Salem, NC 27199-2315

Direct dial: 336-631-5216

Main office phone: 336-631-5201

Fax: 336-631-5210

Email: jenny.dunn@nlrb.gov

Dunn, Jenny

From: Maurice Barnwell [mohawk45@windstream.net]
Sent: Thursday, August 09, 2012 5:48 AM
To: Dunn, Jenny
Subject: Re: Mohawk Flooring and Janitorial Service, Inc., 11-CA-22379

To J Dunn

I just got my service back on for my internet, I have send you 50.00 toward a 1500.00 balance, I will try my best to catch up with the payment, but the fund are just not there at this time, I will send something each month but i have to live within my SSI payment, that all i have coming in right now. Thank you for you time in this matter.

Mr. M Barnwell

----- Original Message -----
From: Dunn, Jenny
To: 'Maurice Barnwell'
Sent: 07/31/2012 7:51 AM
Subject: RE: Mohawk Flooring and Janitorial Service, Inc., 11-CA-22379

By what date will you be able to provide some money towards your June and/or July payments, and how much?

Thank you,
Jenny Dunn

From: Maurice Barnwell [mailto:mohawk45@windstream.net]
Sent: Friday, July 27, 2012 2:57 AM
To: Dunn, Jenny
Subject: Re: Mohawk Flooring and Janitorial Service, Inc., 11-CA-22379

I know i own July 2012 payment, but this has been a bad month for me and i just don't have it. with this heat spell i just had to paid the elec bill, i will try to send something toward July 2012 payment.

Mr. Barnwell

----- Original Message -----
From: Dunn, Jenny
To: 'mohawk45@windstream.net'
Sent: 07/18/2012 8:33 AM
Subject: Mohawk Flooring and Janitorial Service, Inc., 11-CA-22379



United States Government

NATIONAL LABOR RELATIONS BOARD

Subregion 11

P. O. Box 11467

Winston-Salem, NC 27116-1467

Telephone: 336/631-5218

Fax: 336/631-5210

www.nlrb.gov

4035 University Pkwy., Suite 200
Winston-Salem, NC 27106-3325

July 18, 2012

Re: Mohawk Flooring and Janitorial Service,
Inc.

Exhibit G

Case 11-CA-22379

Mr. Maurice Barnwell
125 Palmer Walker Road
Broadway, NC 27505

and

Mohawk Flooring and Janitorial Service, Inc.
Maurice Barnwell, President
PO Box 1000
Spring Lake, NC 28390

and

Mohawk45@windstream.net

Dear Mr. Barnwell:

I am writing this letter concerning the Compliance Stipulation which you signed on December 6, 2011.

I am notifying you, as an individual, and as the President of Mohawk Flooring and Janitorial Service, Inc., that to date, this office has not received your check for the June installment payment of \$300.00, which was due in this office by close of business June 30, 2012, pursuant to the installment payment plan in the Stipulation and Waiver. In addition, as a reminder, your payment of \$300.00 for July is due in this office by July 31, 2012. For your convenience, I have attached a spreadsheet listing the payments due and the payments you have made, to date, pursuant to the installment payment plan in the Stipulation and Waiver.

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Very truly yours,

Jenny Dunn

Compliance Officer

I thank you for your assistance in this matter.

Sincerely,

Jenny Dunn
Compliance Officer
National Labor Relations Board, Subregion 11
Republic Square, Suite 200
4035 University Parkway
Winston-Salem, NC 27199-2315

Direct dial: 336-631-5216
Main office phone: 336-631-5201
Fax: 336-631-5210
Email: jenny.dunn@nlrb.gov

Dunn, Jenny

From: Dunn, Jenny
Sent: Thursday, August 09, 2012 9:37 AM
To: 'Maurice Barnwell'
Subject: RE: Mohawk Flooring and Janitorial Service, Inc., 11-CA-22379

Mr. Barnwell:

When can we expect the next payment, and how much? The Region will try to work with you, but the compliance stipulation is clear as to our next steps. I'm sure that you don't want to have any additional legal issues, so it is important that you advise exactly how much you will be able to pay, when, and when you would anticipate being able to either come up to date with your payments or pay off the remaining balance so that the Region can make a decision as to whether we will be able to work out an arrangement with you or whether we will need to take the actions listed in paragraph ten (10) of the compliance stipulation.

I thank you for your assistance in this matter.

Jenny

From: Maurice Barnwell [mailto:mohawk45@windstream.net]
Sent: Thursday, August 09, 2012 5:48 AM
To: Dunn, Jenny
Subject: Re: Mohawk Flooring and Janitorial Service, Inc., 11-CA-22379

To J Dunn

I just got my service back on for my internet, I have send you 50.00 toward a 1500.00 balance, I will try my best to catch up with the payment, but the fund are just not there at this time, I will send something each month but i have to live within my SSI payment, that all i have coming in right now. Thank you for you time in this matter.

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 Jenny Dunn

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Mr. Barnwell

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To: 'mohawk45@windstream.net'
Sent: 07/18/2012 8:33 AM
Subject: Mohawk Flooring and Janitorial Service, Inc., 11-CA-22379



United States Government
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Subregion 11
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Telephone: 336/631-5218
Fax: 336/631-5210
www.nlr.gov
4035 University Pkwy., Suite 200
Winston-Salem, NC 27106-3325

July 18, 2012
Re: Mohawk Flooring and Janitorial Service,
Inc.
Case 11-CA-22379

Mr. Maurice Barnwell
125 Palmer Walker Road
Broadway, NC 27505

and

Mohawk Flooring and Janitorial Service, Inc.
Maurice Barnwell, President
PO Box 1000
Spring Lake, NC 28390

and

Mohawk45@windstream.net

Dear Mr. Barnwell:

I am writing this letter concerning the Compliance Stipulation which you signed on December 6, 2011.

I am notifying you, as an individual, and as the President of Mohawk Flooring and Janitorial Service, Inc., that to date, this office has not received your check for the June installment payment of \$300.00, which was due in this office by close of business June 30, 2012, pursuant to the installment payment plan in the Stipulation and Waiver. In addition, as a reminder, your payment of \$300.00 for July is due in this office by July 31, 2012. For your convenience, I have attached a spreadsheet listing the payments due and the payments you have made, to date, pursuant to the installment payment plan in the Stipulation and Waiver.

Please be advised that if this office is not in receipt of your check for \$300.00 for the June payment by no later than close of business **August 1, 2012**, the Region will take actions as outlined in paragraph ten (10) of the Stipulation and Waiver. This action includes the issuance of a Compliance Specification reflecting that you are individually liable for the full remedy due, including but not limited to backpay and interest owing pursuant to the terms of this Stipulation and Waiver,

plus additional interest. Additionally, the General Counsel will file a motion for summary judgment with the Board concerning the allegations of the Compliance Specification.

Accordingly, to comply with the installment payment scheduled provided by the Stipulation and Waiver and to avoid further action by the Region including the issuance of a Compliance Specification and a motion for summary judgment, your check made payable to the "National Labor Relations Board" must be received in this office no later than close of business August 1, 2012. If you have any questions, please contact me at (336) 631-5216.

Very truly yours,

Jenny Dunn
Compliance Officer

I thank you for your assistance in this matter.

Sincerely,

Jenny Dunn
Compliance Officer
National Labor Relations Board, Subregion 11
Republic Square, Suite 200
4035 University Parkway
Winston-Salem, NC 27199-2315

Direct dial: 336-631-5216
Main office phone: 336-631-5201
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United States Government
NATIONAL LABOR RELATIONS BOARD
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Telephone: 336/631-5218
Fax: 336/631-5210
www.nlrb.gov

4035 University Pkwy., Suite 200
Winston-Salem, NC 27106-3325

August 9, 2012

Re: Mohawk Flooring and Janitorial Service, Inc.
Case 11-CA-22379

Mr. Maurice Barnwell
125 Palmer Walker Road
Broadway, NC 27505

and

Mohawk Flooring and Janitorial Service, Inc.
Maurice Barnwell, President
PO Box 1000
Spring Lake, NC 28390

Dear Mr. Barnwell:

I am writing this letter concerning the Compliance Stipulation which you signed on December 6, 2011.

I am notifying you, as an individual, and as the President of Mohawk Flooring and Janitorial Service, Inc., that to date, this office has not received your check for the June or July installment payments of \$300.00, which were due in this office by close of business July 31, 2012, pursuant to the installment payment plan in the Stipulation and Waiver. For your convenience, I have attached a spreadsheet listing the payments due and the payments you have made, to date, pursuant to the installment payment plan in the Stipulation and Waiver.

Please be advised that if this office is not in receipt of your check for \$600.00 for the June and July payment by no later than close of business **August 23, 2012**, the Region will take actions as outlined in paragraph ten (10) of the Stipulation and Waiver. This action includes the issuance of a Compliance Specification reflecting that you are individually liable for the full remedy due, including but not limited to backpay and interest owing pursuant to the terms of this Stipulation and Waiver, plus additional interest. Additionally, the General Counsel will file a motion for summary judgment with the Board concerning the allegations of the Compliance Specification.

Accordingly, to comply with the installment payment scheduled provided by the Stipulation and Waiver and to avoid further action by the Region including the issuance of a Compliance Specification and a motion for summary judgment, your check made payable to the "National Labor Relations Board" for the June and July payments must be received in this office

Exhibit I

no later than close of business August 23, 2012. If you have any questions, please contact me at (336) 631-5216.

Very truly yours,



Jenny Dunn
Compliance Officer

Mohawk Installment Payments

Amount Due	Date Due	Amount Received	Date Received	Check Date	Check No.
\$3,000.00	12/30/11	\$2000 (missing)	1/6/12	1/5/12	4601994
		\$2000 (reissued)	4/6/12	4/4/12	4602074
		\$1,000.00	1/19/12	1/18/12	4602008
\$300.00	1/31/12	\$300.00	2/9/12	2/2/12	1692
\$300.00	2/29/12	\$300.00	3/26/2012	3/23/2012	2854557
\$300.00	3/30/12	\$300.00	4/10/12	4/10/12	9389057
\$300.00	4/30/12	\$300.00	5/18/12	5/14/12	22029374
\$300.00	5/31/12	\$300.00	6/25/12	6/15/12	36369010
\$300.00	6/30/12				
\$300.00	7/29/12				
\$300.00	8/31/12				
\$300.00	9/30/12				
\$300.00	10/31/12				

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SUB REGION 11**

**MOHAWK FLOORING AND JANITORIAL
SERVICE, INC. AND MAURICE BARNWELL,
INDIVIDUALLY**

Charged Party

and

JUAN CARLOS H. NAVARRETE

Charging Party

Case 11-CA-022379

AFFIDAVIT OF SERVICE OF COMPLIANCE SPECIFICATION

I, the undersigned employee of the National Labor Relations Board, state under oath that on September 12, 2012, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

MOHAWK FLOORING AND JANITORIAL
SERVICE, INC. and MAURICE
BARNWELL, President and Owner
PO BOX 1000
SPRING LAKE, NC 28390-1000

MOHAWK FLOORING AND JANITORIAL
SERVICE, INC. and MAURICE
BARNWELL, President and Owner
125 PALMER WALKER RD
BROADWAY, NC 27505-8597

JUAN CARLOS H. NAVARRETE
PO BOX 1032
COOLEEMEE, NC 27014

September 12, 2012

Date

Lisa A. Davis, Designated Agent of NLRB

Name

/s/ Lisa A. Davis

Signature

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 10

MOHAWK FLOORING AND JANITORIAL SERVICE,
INC. and MAURICE BARNWELL, Individually

Case 11-CA-22379

and

JUAN CARLOS H. NAVARRETE, an Individual

COMPLIANCE SPECIFICATION

The National Labor Relations Board, on April 28, 2010, having issued its unpublished Decision and Order in the above-captioned case, directing Mohawk Flooring and Janitorial Service, Inc. (Respondent Mohawk) to offer Juan Carlos H. Navarrete (Navarrete) immediate reinstatement to his former job and make him whole for the losses he suffered as a result of the discrimination against him in violation of Section 8(a)(1) of the National Labor Relations Act; the United States Court of Appeals for the Fourth Circuit on April 22, 2011, having entered its Judgment enforcing in full the Board's Order therein; Respondent Mohawk and its President and Owner, Maurice Barnwell (Respondent Barnwell, and collectively Respondents) and Region 11 of the National Labor Relations Board having reached agreement concerning the amount of backpay due and the terms of payment under the terms of the Board's Order, as enforced, and Respondents having admitted that President and Owner, Maurice Barnwell is also personally liable for the backpay owed; Respondents and the General Counsel¹ of the

¹ The Stipulation and Waiver refers to the "General Counsel"; this reference should have been "Acting General Counsel."

National Labor Relations Board, on behalf of Navarrete,² on December 6, 2011, having entered into a Stipulation and Waiver, attached as Exhibit A, setting forth the terms of the agreement, and the Acting Regional Director of Region 11 having approved the Stipulation and Waiver on December 7, 2011; Respondents having failed to fully comply with the Payment Schedule attached as Appendix A to the Stipulation and Waiver; the Regional Director of the National Labor Relations Board for Region 10,³ hereby issues this Compliance Specification and alleges that the remaining backpay due under the Board's Order, as enforced by the Fourth Circuit, is as follows:

1.

Pursuant to the agreed-upon Payment Schedule (Appendix A of Exhibit A) Respondents are obligated to pay Navarrete a total of \$6,000, representing net backpay and interest.

2.

It is admitted that Respondents have made payments totaling \$4,550; the last partial payment of \$50.00 was paid on about August 15, 2012.

3.

Respondents have failed to comply with the remaining portions of the Payment Schedule (Appendix A of Exhibit A) despite several requests from the Region to do so within 14 days. In light of Respondents' non-compliance with the terms of the Stipulation and Waiver (Exhibit A), the provisions of the Stipulation and Waiver

² At the time the Stipulation and Waiver were approved, Navarrete had not yet been located. Following the approval of the Stipulation and Waiver, Navarrete was located and by letter dated January 4, 2012, he was provided with a copy of the Stipulation and Waiver. In correspondence dated January 8, 2012, and February 12, 2012, Navarrete indicated his satisfaction with the Region's resolution of this matter.

³ On May 1, 2012, through the National Labor Relations Board's pilot restructuring program, Region 11 was consolidated with Region 10 as Subregion 11.

regarding such non-compliance are now applicable.

4.

The total net backpay due Navarrete is the sum of the monthly amounts due him pursuant to the Payment Schedule listed in Exhibit A, Appendix A, minus the amount of payments made by Respondents, as set forth above in paragraph 2.

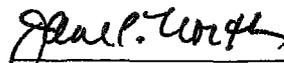
5.

Summarizing the facts specified above, the obligation of Respondent Mohawk Flooring and Janitorial, Service, Inc. and Respondent Maurice Barnwell, collectively and individually, with respect to the amount of backpay will be satisfied by payment of \$1450.00, plus interest accrued to the date of payment, minus the withholding tax required by Federal and State laws.

6.

The Regional Director, or his designee, reserves the right to amend any or all provisions of this Specification by inclusion of information not now known to the Regional Director.

Dated at Winston-Salem, North Carolina, on the 12th day of September 2012.



Jane P. North, Acting Regional Director
National Labor Relations Board
Region 10, Subregion 11
4035 University Parkway, Suite 200
P. O. Box 11467
Winston-Salem, North Carolina 27116

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
Region 11

MOHAWK FLOORING AND
JANITORIAL SERVICE, INC.

and

Case No. 11-CA-22379

JUAN CARLOS H. NAVARRETE, an Individual

And

MAURICE BARNWELL, an Individual

and

JUAN CARLOS H. NAVARRETE, an Individual

STIPULATION AND WAIVER

IT IS HEREBY STIPULATED AND AGREED, by and between Mohawk Flooring and Janitorial Services, Inc. (Respondent Mohawk) and Maurice Barnwell (Respondent Barnwell) (collectively Respondents), and the General Counsel of the National Labor Relations Board on behalf of Juan Carlos H. Navarrete (the Charging Party), that:

1. On April 28, 2010, the National Labor Relations Board (the Board), issued its unpublished Decision and Order directing the Respondent to, inter alia, make whole employee Juan Carlos H. Navarrete for any loss of earnings such employee may have suffered by reason of the Respondent's unfair labor practices in violation of Section 8(a)(1) of the National Labor Relations Act, as amended (the Act).
2. On April 22, 2011, the United States Court of Appeals for the Fourth Circuit entered its judgment in Civil No. 11-1245, enforcing in full the Board's Order referred to above in paragraph 1.
3. Respondents hereto waive their rights to file an Answer to a Compliance Specification, to a compliance hearing, to an Administrative Law Judge's supplemental decision, to a supplemental Board Order, and to all further and other proceedings to which the parties may otherwise be entitled under the Act or the Board's Rules and Regulations, concerning the amount of backpay due in this case or any other compliance issues.

4. This stipulation, together with the Board's Decision and Order referred to above in paragraph 1, the Court Judgment referred to above in paragraph 2, the Payment Schedule, and the Promissory Note, all of which documents are attached hereto, shall constitute the entire record herein.
5. Following the issuance of the Court Judgment referred to above in paragraph 2, Respondents and the General Counsel of the Board reached agreement on compliance with the amount of backpay and interest due and owing under the terms of the aforesaid Decision and Order of the Board, as enforced by the Court of Appeals for the Fourth Circuit. Respondents' agreement to these particulars was attested to by Respondent Barnwell in a deposition conducted by General Counsel in New Bern, North Carolina, on Thursday, December 1, 2011. Further, Respondent Barnwell admitted individual liability for the amount of backpay and interest due and owing. Said agreement has been reduced to writing in this Stipulation and based upon it, the obligation of the Respondents to make whole the Charging Party and otherwise comply with the Board's Decision and Order and the Judgment of the United States Court of Appeals for the Fourth Circuit will be discharged by taking the action set forth below:

6. Payment of the following amounts to the National Labor Relations Board on behalf of the employee Juan Carlos H. Navarrete:

Backpay - \$5,508.98
Interest - \$491.02
Total - \$6,000.00

7. Payment will be made according to the Payment Schedule in Appendix A, in the amounts set forth in the schedule and on the dates indicated. The backpay amounts listed in Appendix A include Respondents' share of FICA.
8. Checks are to be made payable to the "National Labor Relations Board" in the amounts listed in the Payment Schedule in Appendix A.
9. Checks are to be sent to the offices of the National Labor Relations Board, Region 11, 4035 University Parkway, Suite 200, Winston-Salem, NC 27106. The checks will be forwarded to the Board's Finance Branch for distribution to the Charging Party.
10. In the event of Respondents' noncompliance with the terms of this Stipulation and Waiver, including but not limited to failure to make timely payment of the money in the form set forth above, and after 14 days notice from the Regional Director of the National Labor Relations Board of such noncompliance without remedy by Respondent, the Regional Director may issue a Compliance Specification reflecting that Respondent Barnwell is individually liable and reflecting the full remedy due, including but not limited to backpay and interest owing pursuant to the terms of this Stipulation and Waiver, plus additional interest. Thereafter, the

General Counsel may file a motion for summary judgment with the Board on the allegations of said Compliance Specification. In such an event, the allegations of the Compliance Specification may be deemed to be true by the Board, Respondents will not contest the validity of any such allegations, and the Board may enter findings of fact, conclusions of law, and an order on the allegations of the Compliance Specification. On receipt of said motion for summary judgment, the Board shall issue an Order requiring Respondents to show cause why said motion of the General Counsel should not be granted. The only issue that may be raised in response to the Board's Order to Show Cause is whether Respondents defaulted upon the terms of this Compliance Stipulation. 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 Respondents, 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 and without opposition from Respondents.

11. Respondent Barnwell will enter into the Promissory Note attached herewith.
12. This Stipulation contains the entire agreement between the parties, there being no agreement of any kind, verbal or otherwise, that varies, alters, or adds to it.

Signed at Spang Lake, NC Signed at Boonville, NC
 [City] [State] [City] [State]

MOHAWK FLOORING AND
 JANITORIAL SERVICE, INC.

MAURICE BARNWELL, an Individual

By: Maureen Barnwell
 [Name and Title]

By: Maurice Barnwell
 [Name and Title]

NONE
 [Address]

125 Palmer Park Rd
 [Address]

Dec. 6, 2011
 [Date]

Dec. 6, 2011
 [Date]

Signed at Spang Lake, NC

[City]

[State]

Approval by the General Counsel recommended:

Jenny Dunn
Jenny Dunn
Compliance Officer, Region 11
National Labor Relations Board
4035 University Parkway, Suite 200
Winston-Salem, NC 27106-3325

12/7/11
[Date]

Approved:

James Work
Acting Regional Director
Region 11, National Labor Relations Board

12/7/11
[Date]

Appendix A
Payment Schedule

DATE OF PAYMENT	BACKPAY	INTEREST	TOTAL
December 30, 2011	\$2,754.48	\$245.52	\$3,000
January 31, 2012	\$275.45	\$24.55	\$300
February 29, 2012	\$275.45	\$24.55	\$300
March 30, 2012	\$275.45	\$24.55	\$300
April 30, 2012	\$275.45	\$24.55	\$300
May 31, 2012	\$275.45	\$24.55	\$300
June 30, 2012	\$275.45	\$24.55	\$300
July 29, 2012	\$275.45	\$24.55	\$300
August 31, 2012	\$275.45	\$24.55	\$300
September 30, 2012	\$275.45	\$24.55	\$300
October 31, 2012	\$275.45	\$24.55	\$300
TOTAL	\$5,508.98	\$491.02	\$6,000

Promissory Note

In the event that Respondents Mohawk Flooring and Janitorial Services, Inc., and Maurice Barnwell, an Individual, fail to fully comply with the terms of this Stipulation and its Schedule of payments, the undersigned agrees to be held individually liable for the full amount of backpay due and agrees to pay the total amount of the backpay set forth above, less all amounts are paid pursuant to this agreement by Mohawk Flooring and Janitorial Services, Inc., and Maurice Barnwell, an Individual.

By: [Signature]
Maurice Barnwell, an Individual

125 Tolner Dalken Rd
[Address]

Boon NC 27505
[City, State, Zip Code]

Dec 6, 2011
[Date]

Dunn, Jenny

From: Dunn, Jenny
Sent: Monday, October 01, 2012 3:17 PM
To: 'Maurice Barnwell'
Subject: Mohawk Flooring and Janitorial Service, 11-CA-22379

Dear Mr. Barnwell, Mohawk Flooring and Janitorial Service:

As you are aware, on September 12, 2012, the Region issued a Compliance Specification in this matter. The Region is also prepared to request a Motion for Default (Summary) Judgment from the National Labor Relations Board.

I have received your check for \$50.00 dated September 24, 2012. Can you tell me whether you will be able to make additional payments on the remaining \$1,400.00 owed pursuant to the Stipulation and Waiver approved on December 7, 2011? If so, can you tell me when and how much to expect?

I thank you for your assistance in this matter.

Sincerely,

Jenny Dunn
Compliance Officer
National Labor Relations Board, Subregion 11
Republic Square, Suite 200
4035 University Parkway
Winston-Salem, NC 27199-2315

Direct dial: 336-631-5216
Main office phone: 336-631-5201
Fax: 336-631-5210
Email: jenny.dunn@nrlrb.gov

Exhibit K