

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 18

LOVE CULTURE INC.

and

KIARA DURHAM, An Individual

Case 18-CA-132084

**MOTION FOR DEFAULT JUDGMENT**

Counsel for the General Counsel in the above-captioned case hereby moves that the Board, in order to effectuate the purposes of the Act and to avoid unnecessary delay, exercise its power under Section 102.50 of the Board's Rules and Regulations and transfer the proceeding to the Board for final determination on the basis of the pleadings filed.

Counsel for the General Counsel further moves that, upon transfer of the proceeding to the Board, the Board issue an appropriate Order to Show Cause why a Default Judgment should not be entered against the Respondent and fix a time for filing of briefs by the parties in this proceeding, the brief of the General Counsel being submitted herewith.

As shown by the attached Table of Exhibits; copies of the charge, Complaint, Compliance Specification, and all other relevant papers are attached to this Motion as exhibits and incorporated herein by reference.

In support of the Motion, Counsel for the General Counsel alleges that, Respondent Love Culture Inc., having failed to file an Answer to the Complaint and to the Compliance Specification, the only issues before the Board are legal in nature and there is no issue of disputed fact warranting a hearing in this matter.

Dated at Minneapolis, Minnesota this 11<sup>th</sup> day of September, 2014.

**/s/ Rachael M. Simon-Miller**

Rachael M. Simon-Miller  
Counsel for the General Counsel  
National Labor Relations Board  
Region 18  
330 2<sup>nd</sup> Avenue South, Suite 790  
Minneapolis, MN 55401-2214

Attachments

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 18**

**LOVE CULTURE INC.**

**and**

**KIARA DURHAM, an Individual**

**Case 18-CA-132084**

**AFFIDAVIT OF SERVICE OF: Motion for Default Judgment**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on September 11, 2014, I served the above-entitled document(s) by **email**, as noted below, upon the following persons, addressed to them at the following addresses:

JENNY RIM, ATTORNEY  
LOVE CULTURE INC.  
2423 E 23RD ST  
LOS ANGELES, CA 90058  
jennyrim@loveculture.com

**VIA EMAIL**

KIARA DURHAM  
500 S. 10TH STREET  
APT 104  
MINNEAPOLIS, MN 55404  
kdurham1108@gmail.com

**VIA EMAIL**

September 11, 2014  
\_\_\_\_\_  
Date

Rachael M. Simon-Miller  
\_\_\_\_\_  
Name

/s/ Rachael M. Simon-Miller  
\_\_\_\_\_  
Signature

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 18

LOVE CULTURE INC.

and

KIARA DURHAM, An Individual

Case 18-CA-132084

**BRIEF OF COUNSEL FOR THE GENERAL COUNSEL  
IN SUPPORT OF MOTION FOR DEFAULT JUDGMENT**

Kiara Durham, the Charging Party, filed the charge in Case 18-CA-132084 on July 3, 2014,<sup>1</sup> alleging that Love Culture Inc., the Respondent, violated Section 8(a)(1) of the National Labor Relations Act, as amended, 29 U.S.C. Sec. 151 et seq. Thereafter, on August 1, the Regional Director for Region 18 issued a Complaint and Notice of Hearing alleging that Respondent illegally threatened employees that they could not discuss wages and terminated Charging Party because she discussed her wages with coworkers. Subsequently, on August 19, the Regional Director for Region 18 issued an Order Consolidating Complaint and Compliance Specification, and Compliance Specification setting forth the backpay Respondent owes Charging Party through August 15, 2014 due to its termination of Charging Party. Respondent has failed to file an answer to the General Counsel's Complaint and Compliance Specification.

**ARGUMENT**

Counsel for the General Counsel submits that the pleadings in the instant case, together with the attached exhibits, demonstrate that there are no issues of fact in this proceeding that would necessitate or justify a hearing. In this regard, the attached exhibits

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<sup>1</sup> All dates hereafter are in 2014 unless otherwise specified.

establish that the charge was filed and served by first class mail (Exhibits 1 & 2); that a Complaint and Notice of Hearing was served on Respondent by certified mail (Exhibits 3 & 4); that an Order Consolidating Complaint and Compliance Specification, and Compliance Specification was served on Respondent by certified mail (Exhibits 5 & 6); that Respondent has failed to file an answer to the General Counsel's Complaint, despite being given an extension to do so (Exhibit 7); and that Respondent has failed to file an answer to the General Counsel's Compliance Specification. Further, since issuance of the Complaint, Respondent has not contacted Counsel for the General Counsel by telephone, email, or otherwise.

The record establishes that the General Counsel properly served the Complaint. The Board's Rules and Regulations Section 102.113 provides that complaints shall be served upon a party by certified mail. Service of a Complaint "is accomplished by deposit in the mail to the last known address of a respondent." National Automatic Sprinkler, Inc., 307 N.L.R.B. 481, 482 fn.1 (1992); see also CCV New Worktech, Inc., 329 N.L.R.B. 194 (1999) (holding that service of a complaint is effective upon mailing, which can be proven by affidavits of service from Board agents). The General Counsel satisfied this service requirement by serving a copy of the Complaint by certified mail to Respondent's address. Respondent in fact accepted receipt of the Complaint (Exhibit 8).

The Board's Rules and Regulations Section 102.20 and 102.21 provide that the allegations in the General Counsel's Complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. Further, the Complaint served on Respondent specified that unless an answer is filed within 14 days of service, the allegations in the Complaint shall be considered admitted. Respondent failed to file an answer within 14 days from service of the Complaint, as extended on August 18. Therefore, Respondent's failure to file an answer in compliance with the Board's Rules and Regulations necessitates that the Board treat the allegations in the Complaint as admitted.

The record establishes that the General Counsel also properly served the Compliance Specification. The Board's Rules and Regulations Section 102.113(a) provides that compliance specifications shall be served upon a party by certified mail. The General Counsel satisfied this service requirement by serving a copy of the Compliance Specification by certified mail to Respondent's address. The record shows that Respondent in fact accepted receipt of the Compliance Specification (Exhibit 9).

The Board's Rules and Regulations Section 102.56(c) provides that the allegations in the General Counsel's Compliance Specification shall be deemed admitted if an answer is not filed within 21 days from service of the compliance specification, unless good cause is shown. Further, the Compliance Specification served on Respondent specified that unless an answer is filed by September 9, the allegations in the Compliance Specification shall be considered admitted. Respondent failed to file an answer within 21 days from service of the Compliance Specification. See Exhibit 6. Therefore, Respondent's failure to file an answer in compliance with the Board's Rules and Regulations necessitates that the Board treat the allegations in the Compliance Specification as admitted.

Absent an answer by Respondent, the allegations in the Complaint and the Compliance Specification are deemed admitted and therefore there are no factual matters in dispute. Accordingly, no necessity for a hearing exists and the instant case may properly be determined upon the legal issues in controversy based on the pleadings and documentary support that have been identified as exhibits in the Motion for Default Judgment.

The Board is urged to issue an Order transferring this case to the Board and an Order to Show Cause why Counsel for the General Counsel's Motion should not be granted. As Respondent has filed no answer, Counsel for the General Counsel urges the Board to grant the Motion for Default Judgment and find that Respondent violated Section 8(a)(1) of the Act, as alleged in the Complaint, and that Respondent should accordingly provide a make whole remedy to Kiara Durham, as alleged in the Compliance Specification.

Dated at Minneapolis, Minnesota this 11<sup>th</sup> day of September, 2014.

**/s/ Rachael M. Simon-Miller**

Rachael M. Simon-Miller  
Counsel for the General Counsel  
National Labor Relations Board  
Region 18  
330 2<sup>nd</sup> Avenue South, Suite 790  
Minneapolis, MN 55401-2214

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 18**

**LOVE CULTURE INC.**

**And**

**KIARA DURHAM, an Individual**

**Case 18-CA-132084**

**AFFIDAVIT OF SERVICE OF: Brief of Counsel for the General Counsel in Support of Motion for Default Judgment**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on September 11, 2014, I served the above-entitled document(s) by **email**, as noted below, upon the following persons, addressed to them at the following addresses:

JENNY RIM, ATTORNEY  
LOVE CULTURE INC.  
2423 E 23RD ST  
LOS ANGELES, CA 90058  
jennyrim@loveculture.com

**VIA EMAIL**

KIARA DURHAM  
500 S. 10TH STREET  
APT 104  
MINNEAPOLIS, MN 55404  
kdurham1108@gmail.com

**VIA EMAIL**

September 11, 2014

Rachael M. Simon-Miller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

/s/ Rachael M. Simon-Miller

\_\_\_\_\_  
Signature



### **TABLE OF EXHIBITS**

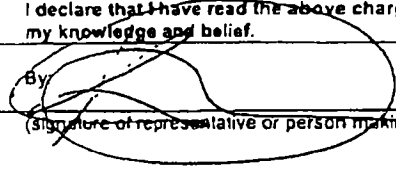
1. Charge against Love Culture Inc. dated July 3, 2014
2. Affidavit of Service of Charge against Love Culture Inc. dated July 3, 2014
3. Complaint and Notice of Hearing dated August 1, 2014
4. Affidavit of Service of Complaint and Notice of Hearing dated August 1, 2014
5. Order Consolidating Complaint and Compliance Specification, and Compliance Specification dated August 19, 2014
6. Affidavit of Service of Order Consolidating Complaint and Compliance Specification, and Compliance Specification dated August 19, 2014
7. Email from Field Examiner Nick Heisick to Love Culture Inc. attorney Jenny Rim dated August 18, 2014
8. Certified Mail Return Receipt for Complaint and Notice of Hearing
9. Certified Mail Return Receipt for Order Consolidating Complaint and Compliance Specification, and Compliance Specification

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER**

**INSTRUCTIONS:**

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
18-CA-132084	July 3, 2014

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer Love Culture Inc.		b. Tel. No. (323)583-9900
		c. Cell No.
d. Address (street, city, state ZIP code) 2423 E 23rd St, Los Angeles, CA 90058	e. Employer Representative Mary Vo	f. Fax No. (323)843-9786
		g. e-Mail
		h. Dispute Location (City and State) Minneapolis, MN
i. Type of Establishment (factory, nursing home, hotel) Retail Store	j. Principal Product or Service Retail clothing and products	k. Number of workers at dispute location
<p>1. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.</p> <p>2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)</p> <p>Within the past six months, the Employer has interfered with, restrained, and coerced its employees by maintaining an unlawful work policy prohibiting employees from discussing their wages.</p> <p>Within the past six months, the Employer has threatened employees that they can be fired for discussing their wages, pursuant to the Employer's policy referenced above.</p> <p>On about March 25, 2014, the Employer interfered with, restrained, and coerced its employees by terminating Kiara Durham for discussing terms and conditions of employment, including wages, with other employees, pursuant to the Employer's policy referenced above.</p>		
3. Full name of party filing charge (if labor organization, give full name, including local name and number) Kiara Durham		
4a. Address (street and number, city, state, and ZIP code) 500 S. 10th Street, Apt 104, Minneapolis, MN 55404		4b. Tel. No.
		4c. Cell No. (651)592-9605
		4d. Fax No.
		4e. e-Mail kdurham1108@gmail.com
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)		
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No.
By:  (Signature of representative or person making charge)		Office, if any, Cell No. (651)592-9605
Kiara Durham Print Name and Title		Fax No.
Address: 500 S. 10th Street, Apt 104, Minneapolis, MN 55404		e-Mail kdurham1108@gmail.com
Date: 07 02 14		

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

**EXHIBIT**1

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

**LOVE CULTURE INC.**

Charged Party

and

**KIARA DURHAM**

Charging Party

**Case 18-CA-132084**

**AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER**

I, the undersigned employee of the National Labor Relations Board, state under oath that on July 3, 2014, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Mary Vo, Human Resources  
Love Culture Inc.  
2423 E 23rd St  
Los Angeles, CA 90058

July 3, 2014

\_\_\_\_\_  
Date

Carrie J. Klusman, Designated Agent of  
NLRB

\_\_\_\_\_  
Name

/s/ Carrie J. Klusman

\_\_\_\_\_  
Signature

**EXHIBIT**

**2**

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 18

LOVE CULTURE INC.

and

KIARA DURHAM, An Individual

Case 18-CA-132084

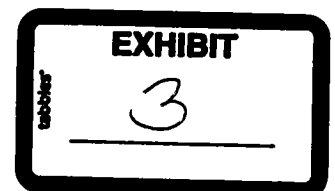
**COMPLAINT AND NOTICE OF HEARING**

This Complaint and Notice of Hearing is based on a charge filed by Kiara Durham, An Individual (Charging Party). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board), and alleges that Love Culture Inc. (Respondent), has violated the Act as described below:

1. The charge in this proceeding was filed by the Charging Party on July 3, 2014, and a copy was served on Respondent by first-class mail on about that same date.

2.(a) At all material times, Respondent has been a California corporation with an office and place of business in St. Louis Park, Minnesota (Respondent's St. Louis Park store), and has been engaged in the retail sale of clothing and related products.

(b) Since about July 16, 2014, Respondent has been a debtor-in-possession with full authority to continue its operations and to exercise all powers necessary to administer its business.



(c) In conducting its operations described above in subparagraph (a), during the calendar year ending December 31, 2013, Respondent purchased and received goods valued in excess of \$50,000 at its St. Louis Park, Minnesota store directly from points located outside the State of Minnesota.

(d) In conducting its operations described above in subparagraph (a), during the calendar year ending December 31, 2013, Respondent derived gross revenues in excess of \$500,000.

(e) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

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

Crshanna Rodgers	-	Store Manager
Angel Lee	-	District Manager
Mary Vo	-	Human Resources Manager

4.(a) At all material times, Respondent has maintained and enforced at its St. Louis Park store, and at other locations not presently known, a confidentiality rule prohibiting employees from discussing wage rates with each other.

(b) About February 25, 2014, Respondent, by Store Manager Crshanna Rodgers, at Respondent's St. Louis Park store, threatened an employee by stating that it was trying to discharge another employee for discussing wage rates with employees.

(c) About March 25, 2014, Respondent, by its Store Manager Crshanna Rodgers, at Respondent's St. Louis Park store, threatened an employee by stating that the employee was discharged for violating Respondent's confidentiality rule by discussing wages with other employees.

(d) About March 26, 2014, Respondent, by its District Manager Angel Lee, in a telephone conversation with an employee, threatened the employee by stating that the employee was discharged for violating Respondent's confidentiality rule by discussing wages with other employees.

(e) About March 26, 2014, Respondent, by Human Resources Manager Mary Vo, in a telephone conversation with an employee, threatened the employee by stating that the employee was discharged for violating Respondent's confidentiality rule by discussing wages with other employees.

5.(a) About March 23, 2014, Respondent's employees, including Kiara Durham, engaged in concerted activities with each other for the purposes of mutual aid and protection by discussing wage rates paid by Respondent to its employees.

(b) About March 25, 2014, Respondent discharged Kiara Durham.

(c) Respondent engaged in the conduct described above in subparagraph (b), because Kiara Durham violated the confidentiality rule described above in paragraph 4, subparagraph (a); because Respondent's employees, including Kiara Durham, engaged in the conduct described above in subparagraph (a); and/or because Respondent believed Kiara Durham disclosed her wage rate to other employees, and to discourage employees from engaging in these or other concerted activities.

6. By the conduct described above in paragraphs 4 and 5, Respondent has been interfering with; restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act, in violation of Section 8(a)(1) of the Act.

7. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs 4 and 5, the General Counsel seeks an order requiring:

Rescission of Respondent's confidentiality rule prohibiting employees from discussing wage rates with each other at all facilities where that rule is in effect, and appropriate notification to all employees at those facilities of such rescission;

Reimbursement of amounts equal to the difference in taxes owed upon receipt of a lump-sum payment and taxes that would have been owed had there been no discrimination;

Submission of the appropriate documentation to the Social Security Administration so that when backpay is paid, it will be allocated to the appropriate periods; and

All other relief as may be just and proper to remedy the unfair labor practices alleged.

#### **ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before August 15, 2014, or postmarked on or before August 14, 2014**. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

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



### **NOTICE OF HEARING**

PLEASE TAKE NOTICE THAT **at a date, time and place to be determined at a later date**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: August 1, 2014

**/s/ Marlin O. Osthus**

MARLIN O. OSTHUS  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 18  
330 2ND AVE S STE 790  
MINNEAPOLIS, MN 55401-2214

Attachments

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 18**

**LOVE CULTURE INC.**

**and**

**KIARA DURHAM, an Individual**

**Case 18-CA-132084**

**AFFIDAVIT OF SERVICE OF: Complaint and Notice of Hearing (with forms NLRB-4338 and NLRB-4668 attached)**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on August 1, 2014, I served the above-entitled document(s) by **certified or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

JENNY RIM, ATTORNEY  
LOVE CULTURE INC.  
2423 E 23RD ST  
LOS ANGELES, CA 90058

**CERTIFIED MAIL, RETURN RECEIPT  
REQUESTED**

KIARA DURHAM  
500 S. 10TH STREET  
APT 104  
MINNEAPOLIS, MN 55404

**CERTIFIED MAIL**

August 1, 2014

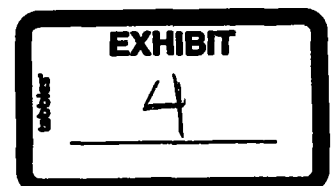
Date

Olga Bestilny, Designated Agent of NLRB

Name

/s/ Olga Bestilny

Signature



UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 18

LOVE CULTURE INC.

and

KIARA DURHAM, an Individual

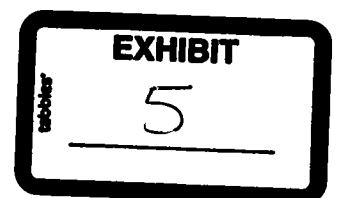
Case 18-CA-132084

**ORDER CONSOLIDATING COMPLAINT WITH  
COMPLIANCE SPECIFICATION, AND COMPLIANCE SPECIFICATION**

On August 1, 2014, the General Counsel, by the undersigned, issued a Complaint and Notice of Hearing in this case. Having duly considered the matter, and deeming it necessary to avoid unnecessary costs or delay, the undersigned Regional Director of the National Labor Relations Board for Region 18, pursuant to Section 102.54(c) of the Rules and Regulations of the National Labor Relations Board (the Board), ORDERS that the Complaint and the Compliance Specification, issued herein, are consolidated.

Among other things, the Complaint, if sustained, would require that Love Culture, Inc. (Respondent) make whole employee Kiara Durham (Durham) for any loss of earnings or benefits suffered as a result of Respondent's unfair labor practices, including its termination of employee Durham.

At no time has Respondent taken any actions sought by the Complaint.



Controversy having arisen concerning the amounts due to make Durham whole, the undersigned Regional Director, pursuant to Section 102.54(b) of the Board's Rules and Regulations, hereby issues this Compliance Specification and alleges the following:

1. At the time of her discharge, Durham was employed by Respondent as an assistant manager.
  2. An appropriate measure of the earnings that Durham would have received during each calendar quarter of the backpay period is based on Durham's average weekly earnings prior to her discharge projected through the duration of her backpay period. Using the projected-hours formula, the earnings determination is based on records made available by the employee.
  3. Quarterly gross backpay for Durham is the total wages she would have received each calendar quarter, or portions thereof, in each calendar quarter of the backpay period.
  4. Calendar quarter net interim earnings is the difference between calendar quarter interim earnings and calendar quarter expenses.
  5. Calendar quarter net backpay is the difference between calendar quarter gross backpay and calendar quarter net interim earnings.
  6. The total net backpay due Durham is the sum of the calendar quarters of net backpay due.
  7. Specific computations for discriminatee Durham are set forth in Appendix A.
- All amounts are rounded to the nearest dollar.

**Kiara Durham**

8.(a) Kiara Durham's backpay period begins March 25, 2014, the day she was discharged. Durham's backpay period is ongoing. Backpay has been calculated through August 15, 2014, although it continues to accrue to date.

(b) Durham would have been employed as an assistant manager and earned an average of \$341 per week during the entire backpay period.

(c) It is admitted that Durham began her employment with TownePlace Suites on May 14, 2014, and that she began her employment with Health Fitness Corporation on June 30, 2014. Durham ended her employment with TownPlace Suites on July 21, 2014. Her interim earnings with TownePlace Suites and Health Fitness Corporation through August 15, 2014, are set forth in Appendix A.

(d) Durham's gross and net backpay by calendar quarter are set forth in Appendix A.

9. Summarizing the facts and calculations specified above and in Appendix A, the obligation of Respondent to make whole Durham through August 15, 2014, will be discharged by the payment of the amounts described below, plus interest.

Kiara Durham	-	<u>\$2,874</u>
<b>Total</b>	-	<b>\$2,874</b>

Respondent is notified that, pursuant to Section 102.56 of the Board's Rules and Regulations, it must file an answer to this compliance specification. The answer must be received by the Region 18 Office, located at 330 South Second Avenue, Suite 790, Minneapolis, Minnesota, 55401-2221, on or before September 9, 2014, or

**postmarked on or before September 8, 2014.** Unless electronically filed in pdf format, Respondent should file an original and four copies of its answer with this office and serve a copy of the answer on each of the other parties.

Answers may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on **File Case Documents**, enter the *NLRB Case Number*, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that such answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.56(a). If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a compliance specification is not a pdf file containing the required signature, then the E-Filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties

must still be accomplished by means allowed under the Board's Rules and Regulations.

The answer may not be filed by facsimile transmission.

As to all matters set forth in the compliance specification that are within the knowledge of Respondent, including but not limited to the various factors entering into the computation of gross backpay, a general denial is not sufficient. See Section 102.56(b) of the Board's Rules and Regulations, a copy of which is attached. Rather, each answer must state the basis for any disagreement with any allegations that are within the knowledge of Respondent, and set forth in detail positions as to the applicable premises and furnish the appropriate supporting figures.

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

PLEASE TAKE NOTICE that **at a date, time and place to be determined at a later date**, and on consecutive days thereafter, until concluded a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and all other parties to this proceeding have the right to appear and present testimony regarding the allegations in this compliance specification. The procedures to be followed at the hearing are described in the attached Form NLRB-

4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Minneapolis, Minnesota, this 19th day of August, 2014.

/s/ Marlin O. Osthus

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Marlin O. Osthus, Regional Director  
Eighteenth Region  
National Labor Relations Board  
330 South Second Avenue, Suite 790  
Minneapolis, Minnesota 55401

Attachments



## **APPENDIX A**

CLAIMANT: Kiara Durham

BACKPAY PERIOD: March 25, 2014 – to date (calculated through August 15, 2014)

Year	Qtr.	Gross Backpay	Net Interim Earnings	Net Backpay
2014	1st	341	0	341
2014	2nd	4,433	1,900	2,533
2014	3rd	2,387	4,733	0
<b>Totals:</b>		<u>\$7,161</u>	<u>\$6,633</u>	<u>\$2,874</u>

### **Notes:**

All amounts are rounded to the nearest dollar.

Durham's gross backpay is based on her working an average of 31 hours per week and earning \$11 per hour worked for Respondent, which is \$341 weekly, or \$4,433 per quarter

Durham has not been offered reinstatement. Therefore, the backpay period is ongoing.

Durham began her interim employment at TownePlace Suites on May 14, 2014, where her average weekly earnings were \$440 after her initial training period during which she earned \$168 and \$210 for the first two weeks, respectively. Durham began interim employment with Health Fitness Corporation on June 30, 2014, where her average weekly earnings are \$487.60. Subsequently, Durham ended her employment with TownePlace Suites on July 21, 2014.

Durham submitted public transportation expenses for the period during which she was searching for work. She incurred \$350 in transportation expenses during this period, which is reduced by \$112, her transportation expenses if she had continued to be employed at Love Culture Inc. Thus, her 2<sup>nd</sup> Quarter 2014 interim earnings were reduced by \$238.

Net Interim earnings equals interim earnings minus expenses

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 18**

**LOVE CULTURE INC.**

**and**

**KIARA DURHAM, an Individual**

**Case 18-CA-132084**

**AFFIDAVIT OF SERVICE OF: Order Consolidating Complaint with Compliance Specification, and Compliance Specification, dated August 19, 2014.**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on August 19, 2014, I served the above-entitled document(s) by **certified or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

JENNY RIM, ATTORNEY  
LOVE CULTURE INC.  
2423 E 23RD ST  
LOS ANGELES, CA 90058

**CERTIFIED MAIL, RETURN RECEIPT  
REQUESTED**

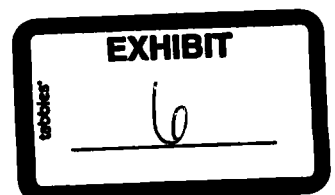
KIARA DURHAM  
500 S. 10TH STREET  
APT 104  
MINNEAPOLIS, MN 55404

**CERTIFIED MAIL**

August 19, 2014  
Date

Carol Collins, Designated Agent of NLRB  
Name

/s/ Carol Collins  
Signature



**Simon-Miller, Rachael M.**

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**From:** Heisick, Nicholas  
**Sent:** Monday, August 18, 2014 2:03 PM  
**To:** 'Jenny Rim'  
**Subject:** Love Culture Inc; NLRB Case No. 18-CA-132084

**Importance:** High

Dear Ms. Rim:

The Employer's Answer to the Complaint issued in the above captioned case was due on August 15, 2014. As of today, the Answer has not yet been received; however, the Region will extend the due date. **The Employer's Answer must be received by the close of business on August 22, 2014. If we do not receive the answer by August 15, 2014, we will file a motion for default judgment in this case.**

If you have any questions, please contact me via the information provided below.

Very truly yours,

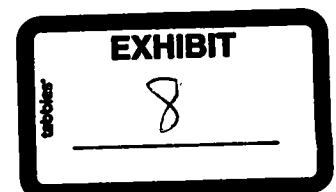
Nick Heisick



**Nick Heisick | Field Examiner**  
National Labor Relations Board, Region 22  
330 South Second Avenue, Suite 790  
Minneapolis, Minnesota 55401-2221  
(o) 612-348 1773 | (f) 612 348 1785 | [www.nlrb.gov](http://www.nlrb.gov)



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		A. Signature x <u>Sally Agnew</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: JENNY RIM, ATTORNEY LOVE CULTURE INC. 2423 E. 23RD ST LOS ANGELES, CA 90058		B. Received by (Printed Name)	C. Date of Delivery
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery	
CA-132084 CPT&NH ob		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)		7013 2250 0001 9799 8395	
PS Form 3811, July 2013		Domestic Return Receipt	



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<p> <input type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  <input type="checkbox"/> Print your name and address on the reverse so that we can return the card to you.  <input type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. </p>		<p>A. Signature <u>Stacy Aguilar</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Jenny Kim, Attorney Love Culture, Inc. 2423 E. 23rd Street Los Angeles, CA 90058</p>		<p>B. Received by (Printed Name) _____ C. Date of Delivery _____</p>	
<p>18-CA-132084 Ord. Consol. Cmpt w/Compliance Specification</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>3. Service Type</p> <p> <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery </p>	
<p>PS Form 3811, July 2013</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
		<p>7013 2250 0001 9799 8791</p>	
		<p>Domestic Return Receipt</p>	

