

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

COUNTY AGENCY, INC.

and

Case 29-CA-142690

**UNITED FOOD AND COMMERCIAL WORKERS,
LOCAL 2013**

**MOTION TO TRANSFER CASE TO THE BOARD AND
FOR DEFAULT JUDGMENT**

Pursuant to Sections 102.24 and 102.50 of the National Labor Relations Board Rules and Regulations and Statement of Procedures (the “Rules and Regulations”), Counsels for the General Counsel respectfully move the National Labor Relations Board (“the Board”) to (1) transfer the above-captioned matter and continue the proceedings before the Board; (2) deem the allegations in the Complaint in this matter, issued on May 19, 2015, as admitted to be true without taking substantive evidence supporting the allegations and; (3) grant a Default Judgment and issue a Decision and Order herein based on the following:

1. On December 11, 2014, United Food and Commercial Workers, Local 2013 (“Union” or “Charging Party”) filed a charge in Case No. 29-CA-142690 alleging that County Agency, Inc./J & J Creamer (“Respondent”) engaged in certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, 29 U.S.C. § 151 et seq. (“the Act”). A copy of the charge was served by regular mail on Respondent on December 12, 2014. A copy of the charge, along with the Affidavit of Service is attached hereto as Exhibit A.

2. A first amended charge was filed by the Union on February 12, 2015, and a copy was served by regular mail on Respondent on February 18, 2015. A copy of the charge, along with the Affidavit of Service is attached hereto as Exhibit B.

3. On February 20, 2015, the Regional Director approved a bi-lateral informal Settlement Agreement (“Settlement Agreement”), a copy of which is attached hereto as Exhibit C. The Settlement Agreement refers to the Respondent as the “Charged Party.”

4. The Settlement Agreement contains a provision entitled “Posting of Notice” requiring Respondent to post Notices for 60 days in English, Spanish, and any additional languages at its 57-48 49th Street, Maspeth NY facility.

5. The Settlement Agreement contains a provision entitled “Compliance with Notice” providing that Respondent will comply with all terms and provisions of the said Notice.

6. The Settlement Agreement further contains a provision entitled “Performance,” requiring immediate compliance with the Settlement Agreement’s terms, and the following provision addressing the event of Respondent’s non-compliance with the terms of the Settlement Agreement:

Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately on receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations

adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

7. By letter dated February 27, 2015, the Regional Director for Region 29 sent Respondent a copy of the approved Settlement Agreement and advised Respondent of the steps necessary to comply with the Settlement Agreement. This letter also advised Respondent that it needed to sign and date the Notice to Employees and immediately post them on the employee bulletin board. The letter also informed Respondent that it should complete and return a Certification of Posting Form along with two signed and dated original Notices by March 13, 2015. Finally it advised Respondent to provide the Region and the Union with the information requested in the Union's September 24, 2015 letter. A copy of this letter is attached hereto as Exhibit D.

8. (a) By e-mail message sent on March 26, 2015, the Compliance Officer for Region 29 advised Respondent that it had not complied with its obligations under the Settlement Agreement as it had not submitted the required signed Certification of Posting Form, nor signed copies of the Notice to employees. This message further advised that Respondent had not provided the Union nor the Region with the requested information. A copy of this e-mail message is attached hereto as Exhibit E.

(b) Respondent's attorney replied that everything had been forwarded to his client and he was hopeful to have all appropriate signatures by Monday. A copy of this message is attached hereto as Exhibit F.

9. By letter dated April 14, 2015, the Acting Regional Director for Region 29 notified Respondent of its default with the terms of the Settlement Agreement. A copy of which

is attached hereto as Exhibit G. Additionally, the letter informed Respondent that failure to cure its default by April 28, 2015 would result in the Regional Director's revocation of the Settlement Agreement and issuance of a Complaint, and filing a motion for Default Judgment on allegations of Complaint. Respondent did not reply to this letter.

10. Since entering into the Settlement Agreement and since the Settlement Agreement was approved by the Regional Director, Respondent has failed and refused to comply with any of the terms, despite its clear agreement to do so as set forth in the Settlement Agreement.

11. (a) On May 19, 2015, the Regional Director issued an Order Revoking Settlement Agreement, Complaint and Notice of Hearing ("Complaint"). Respondent was served with a copy of the Complaint by regular mail on May 19, 2015. A copy of the Complaint and Affidavit of Service is attached hereto as Exhibit H.

(b) The Complaint required that the Respondent file an Answer by June 2, 2015.

12. On June 2, 2015, Respondent filed an Answer to the Complaint referred to in paragraph 11 above, which is attached hereto as Exhibit I. The Answer, admits, denies or denies knowledge of allegations in the Complaint. The Answer generally denies allegation 13 which alleges Respondent's default on the terms of the Settlement Agreement. Respondent's general denial that it did not breach the informal settlement agreement is insufficient to raise a genuine issue of fact warranting a hearing. *Cf Long Mechanical, Inc.*, 358 NLRB No. 98 (2012)¹ See, e.g., *Clearwater Sprinkler Sys., Inc.*, 340 NLRB 435, 436 (2003) (general response to notice to show cause, which failed to address the substance of the allegations, was insufficient to survive

¹ The Board's decision in *Long Mechanical, Inc.*, 358 NLRB No 98. (2012) was issued by a panel that under *NLRB v. Noel Canning*, 134 S. Ct. 2550 (2014) was not properly constituted. It is the General Counsel's position that *Long Mechanical* was soundly reasoned, and the General Counsel urges that the Board adopt the *Long Mechanical* rationale as its own.

default judgment); *Circus Circus Hotel & Casino*, 316 NLRB 1235, 1236 n.1 (1995) (general assertions in response to notice to show cause were insufficient to survive summary judgment).

13. As referenced above in paragraph 6, the Settlement Agreement provides that in the event of non-compliance, Respondent understands and agrees that all of the allegations in the Complaint will be deemed admitted and that it will have waived its right to file an answer to such Complaint. The only issue Respondent may raise before the Board is whether Respondent has defaulted on the terms of the Settlement Agreement. The Board has explicitly approved such a provision and found it enforceable. See *Key Handling Systems, Inc.*, 361 NLRB No. 2 (2014); *Paragon Systems, Inc.*, 360 NLRB No. 50 (2014). Respondent was afforded the opportunity to raise any issues with respect to its default and has failed to do so.

14. As referenced above in paragraph 6, the Settlement Agreement provides that in the event of non-compliance, the Board may issue an order providing a full remedy for the violations found as is appropriate to remedy such violations and that a U.S. Court of Appeals Judgment may be entered enforcing the Board order.

15. Wherefore, the General Counsel respectfully moves that the Board:

(a) Transfer the Complaint to the Board and continue all proceedings related thereto before the Board;

(b) Find that the Respondent is in non-compliance with the Settlement Agreement by failing to take affirmative actions as set forth therein in Exhibit C;

(c) Find that the Respondent has waived its right to file an answer to the Complaint under the terms of the Settlement Agreement; that all the allegations of the Complaint be deemed to be true; and that no hearing is necessary regarding the allegations in the Complaint.

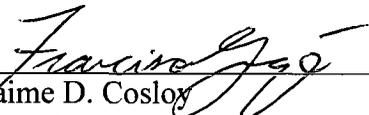
(d) Find that the Respondent violated Section 8(a)(1) and (5) of the Act, as alleged in the Complaint;

(e) Issue a Decision and Order against Respondent containing findings of fact and conclusions of law based on, and in accordance with, the allegations of the Complaint. General Counsel requests an order issue providing for “a full remedy for the violations found as is appropriate to remedy such violations,” per the terms of the Settlement Agreement’s “Performance” provision referenced in paragraph 5 and Exhibit C. See *JT Bay, LLC D/B/A Performance Cleaning Group*, 360 NLRB No. 99 (2014), and

(f) Grant such other relief as may be appropriate and proper to remedy the allegations in the Complaint.

Dated at Brooklyn, New York

June 16, 2015



Jaime D. Cosloy
Francisco Guzmán
Counsels for the General Counsel
National Labor Relation Board
Region 29
Two MetroTech Center, Suite 5100
Brooklyn, NY 11201-3838

Exhibit A

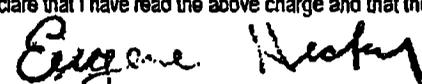
INTERNET
FORM NLRB-801
(2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 29-CA-142690	Date Filed 12/11/14

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer County Agency/ J&J Creamer	b. Tel. No. 7183877702
	c. Cell No.
	f. Fax No. 2127692804
d. Address (Street, city, state, and ZIP code) 129 South 8th Street Brooklyn, NY 11211	e. Employer Representative Hershel Weber
	g. e-Mail
	h. Number of workers employed 32
i. Type of Establishment (factory, mine, wholesaler, etc.) Foods Wholesale retail	j. Identify principal product or service
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) SUBSECTION 8(A) (5) 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.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) The employer has denied request to bargain and has failed to provide information requested which constitutes a violation of the Act 8(a) (5)	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) United Food and Commercial Workers Local 2013	
4a. Address (Street and number, city, state, and ZIP code) 9235 4th Avenue Brooklyn, NY 11209	4b. Tel. No. 7187453487
	4c. Cell No. 9179913749
	4d. Fax No. 7187452976
	4e. e-Mail ehickey@ufcw2013.org
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) UFCW International Union	
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.	
By  (signature of representative or person making charge)	Eugene Hickey-Director of Bargaining (Printtype name and title or office, if any)
9235 4th Avenue, Brooklyn, NY 11209	
10/17/2014 (date)	
Address	
Tel. No. 7187453487	
Office, if any, Cell No. 9179913749	
Fax No. 7187452976	
e-Mail ehickey@ufcw2013.org	

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.

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

COUNTY AGENCY/ J&J CREAMER

Charged Party

and

UNITED FOOD AND COMMERCIAL
WORKERS LOCAL 2013

Charging Party

Case 29-CA-142690

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on December 12, 2014, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Hershel Weber
County Agency/ J&J Creamer
129 S 8th St
Brooklyn, NY 11211-6119

December 12, 2014

Date

Delby Alba, Designated Agent of NLRB

Name



Signature

Exhibit B

FORM EXEMPT UNDER 44 U.S.C. § 512

INTERNET
FORM NLRB-501
(2-09)

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

DO NOT WRITE IN THIS SPACE	
Case 29-CA-142890	Date Filed 02/13/15

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer County Agency Inc.	b. Tel. No. 718 387 7702 c. Cell No. f. Fax No. 212 769 2804 g. e-Mail h. Number of workers employed
d. Address (Street, city, state, and ZIP code) 129 South 8th Street Brooklyn, NY 11211	e. Employer Representative Hershal Weber
i. Type of Establishment (factory, mine, wholesaler, etc.) Food Wholesale/retail	j. Identify principal product or service
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) <u>8(a)(5)</u> 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.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) The employer has denied request to bargain and has failed to provide information requested which constitutes a violation of the Act 8(a)(5).	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) United Food and Commercial Workers Local 2013	
4a. Address (Street and number, city, state, and ZIP code) 9235 4th Avenue Brooklyn, NY 11209	4b. Tel. No. 718 745 3487 4c. Cell No. 917 991 3749 4d. Fax No. 718 745 2976 4e. e-Mail ehickey@ufcw2013.org
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) UFCW International Union	
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.	
By  (signature of representative or person making charge)	Mark E. Belland, Esquire (Print name and title or office, if any)
Address 1528 Berlin Road, Cherry Hill, NJ 08003	
2/13/15 (date)	
Tel. No. 858-795-2181 Office, if any, Cell No. Fax No. 856-795-2182 e-Mail mbelland@obbblaw.com	

RECEIVED
 FEB 13 PM 2:23
 BROOKLYN, NY
 1-800-451-1515

**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.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

COUNTY AGENCY INC.
Charged Party
and
**UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 2013**
Charging Party

Case 29-CA-142690

**COUNTY AGENCY
AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST EMPLOYER**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on February 18, 2015, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

Hershel Weber
County Agency Inc.
129 S 8th St
Brooklyn, NY 11211-6119

Jeffrey Meyer
KAUFMAN DOLOWICH & VOLUCK LLP
135 Crossways Park Dr Ste 201
Woodbury, NY 11797-2005

J&J FARMS CREAMERY CO INC
5748 49th St
Maspeth, NY 11378-2099

February 18, 2015
Date

Delby Alba, Designated Agent of NLRB
Name

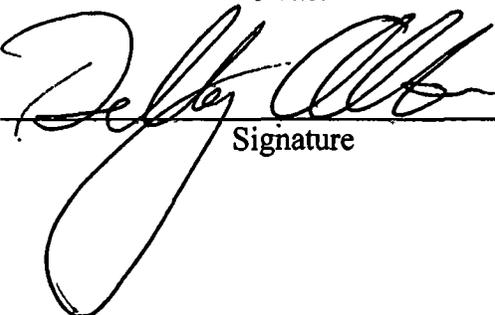

Signature

Exhibit C

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

County Agency Inc.

Case 29-CA-142690

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English, Spanish and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them on the employee bulletin board in the break room/locker room on the 2nd floor of the J&J Farms Creamery Co. Inc. facility at 57-48 49th St. Maspeth, NY 11378. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

NON-ADMISSION CLAUSE — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____
 Initials

No _____
 Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does

not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party County Agency Inc.		Charging Party United Food and Commercial Workers, Local 2013	
By: Name and Title	Date	By: Name and Title	Date
/s/ Jeffrey Meyer, Attorney	2/20/15	/s/ Louis Mark Carotenuto, President	2/20/15
Recommended By:	Date	Approved By:	Date
/s/ Francisco Guzman <i>FRK</i> FRANCISCO GUZMAN, Law Clerk	2/20/15	<i>James M Paulsen</i> Regional Director, Region 29	2/20/15

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative 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 do anything to prevent you from exercising the above rights.

WE WILL NOT refuse to bargain in good faith with United Food and Commercial Workers Local 2013 as the exclusive collective-bargaining representative of our employees at J&J Farms Creamery Co. Inc. facility located at 57-48 49th street, Maspeth, NY 11378 in the following appropriate unit:

All full-time and part-time employees excluding executives, supervisors and guards as defined in the Labor Management Relations Act as amended. Full-time employees are employees employed on a steady basis. Part-time employees who are call in employees and work as needed.

WE WILL NOT refuse to provide the Union with information that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL, upon request, bargain in good faith with United Food and Commercial Workers Local 2013 as the exclusive collective-bargain representative of our unit employees.

WE WILL provide the Union with the presumptively relevant information it requested on September 22, 2014. The presumptively relevant information includes:

1. Name, title, address, telephone number, and email of any person who is required to approve any bargained-for provision of any collective bargaining agreement between UFCW Local 2013 and above listed company;
2. Name, title, address, telephone number, and email of any person who determines labor relations policy with regard to Collective Bargaining Agreement;
3. Name, address, telephone number, date of hire, classification, rate of pay, date of birth, sex (M/F), marital status, Full-Time or Part-Time status, termination date (if applicable), and number of dependents for each employee in the bargaining unit;



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.

A handwritten signature in black ink, appearing to be the initials 'J.M.' with a stylized flourish.

Exhibit D



United States Government

NATIONAL LABOR RELATIONS BOARD

Region 29

Two MetroTech Center – 5th floor

Brooklyn, New York 11201-3838

Agency Website: www.nlrb.gov

Telephone No. (718) 330-2862

Fax (718) 330-7579

February 27, 2015

Kaufman Dolowich & Voluck LLP
135 Crossways Park Drive
Suite 201
Woodbury, NY 11797-2005
Attention: Jeffrey Meyer, Esq.

Re: County Agency Inc.
Case No. 29-CA-142690

Dear Mr. Meyer:

Enclosed is a copy of the Settlement Agreement in the above matter which was approved on February 20, 2015. This letter discusses what the Charged Party needs to do to comply with the Agreement.

Enclosed are twenty (20) copies of the Notice to Employees in English and Spanish (ten Notices in each language). In compliance with the Agreement, a responsible official of the Charged Party, not the Charged Party's attorney, will sign and date those Notices and immediately post them on the employee bulletin board in the break room/locker room on the 2nd floor of the J&J Farms Creamery Co. Inc. facility at 57-48 49th Street, Maspeth, NY 11378. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. The Charged Party must take reasonable steps to ensure that the Notices are not altered, defaced or covered by other material. If additional Notices are required, please contact the Compliance Officer Ellen Farben at (718) 330-2862. During the posting period, a member of the Regional Office staff may visit the Charged Party's facility to inspect the Notices.

A Certification of Posting Form is also enclosed. This form should be completed and returned by **not later than March 13, 2015 with two signed and dated original Notices. If the Certification of Posting Form and signed Notices are returned via e-file or e-mail, no hard copies of the form or Notices are required. No credit toward the posting period will be given until this office receives the Certification of Posting Form with the signed and dated Notices attached from County Agency Inc.**

The Settlement provides that, upon request, the Charged Party bargains in good faith with United Food and Commercial Workers Local 2013, as the exclusive collective bargaining representative of its unit employees.

February 27, 2015

The Settlement Agreement provides that the Charged Party, upon request, provides the Union with the presumptively relevant information it requested on September 22, 2014. The presumptively relevant information includes:

1. Name, title, address, telephone number, and email of any person who is required to approve any bargained-for provision of any collective bargaining agreement between UFCW Local 2013 and the company;
2. Name, title, address, telephone number, and email of any person who determines labor relations policy with regard to the Collective Bargaining Agreement;
3. Name, address, telephone number, date of hire, classification, rate of pay, date of birth, sex (M/F), marital status, Full-Time or Part-Time status, termination date (if applicable), and number of dependents for each employee in the bargaining unit;
4. A complete structure of job classification and descriptions and responsibilities for each;
5. Average weekly number of employees and hours worked at each classification and rate;
6. Copy of all company policies (i.e. vacation, overtime, Holidays);
7. Copy of employee handbook;
8. Copy of all disciplinary policies;
9. Copy of FMLA policies and or procedures;
10. A roster of bargaining unit employee's health & welfare and annuity contributions;
11. Copy of new hire orientation packets;
12. Copy of OSHA 300 log for the past contract term.

Please provide this Region with a copy of the information detailed above. The Region also requires that, with respect to the progress of negotiations, that you maintain a record of all relevant correspondence and memoranda and that you keep this office advised, in writing of such progress.

Please read all the terms of the Settlement Agreement and Notice carefully, as you will be expected to comply with all such provisions. If you have any questions, please contact the Compliance Officer Ellen Farben.

When all the affirmative terms of the Settlement Agreement have been fully complied with and there are no reported violations of its negative terms, you will be notified that the case

Re: County Agency Inc.
Case No. 29-CA-142690

February 27, 2015

has been closed on compliance. Timely receipt of the signed and dated Notices to Employees and the Certification of Posting Form will assist us in closing the case in a timely manner.

Very truly yours,



James G. Paulsen
Regional Director

Enclosures:

Copy of Settlement Agreement
Notices to Employees in English and Spanish
Certification of Posting Form

Cc:

O'Brien, Belland & Bushinsky, LLC
1526 Berlin Road
Cherry Hill, NJ 08003-3623
Attention: Mark E. Belland, Esq.

Exhibit E

Farben, Ellen

From: Farben, Ellen
Sent: Thursday, March 26, 2015 1:48 PM
To: 'Jeffery Meyer'
Cc: Paulsen, James G.
Subject: County Agency Inc. Case No. 29-CA-142690

Sensitivity: Personal

Flag Status: Completed

Dear Mr. Meyer;

As you know, your client's compliance obligations were due in the Region on March 13, 2015. As we discussed, you are now in contact with your client regarding its obligations. Please be advised that all documentation is due in the Region by next Tuesday, March 31, 2015. The following documentation is due:

1. Notice Posting processing and completion of Certification of Posting Form
2. Providing the Union with information requested on December 22, 2014 (copy to Region)
3. Requirement for your client to maintain a record of all relevant correspondence regarding your client's bargaining in good faith with the union (copy to Region if requested).

You may of course contact me if you have any questions.

Thanking you in advance,

Ellen Farben
Compliance Officer

Exhibit F

Farben, Ellen

From: Farben, Ellen
Sent: Friday, March 27, 2015 9:47 AM
To: 'Jeffery Meyer'
Subject: RE: County Agency Inc. Case No. 29-CA-142690

Sensitivity: Personal

Flag Status: Completed

Thank you Jeff.

From: Jeffery Meyer [mailto:jmeyer@kdvlaw.com]
Sent: Friday, March 27, 2015 9:43 AM
To: Farben, Ellen
Cc: Paulsen, James G.
Subject: RE: County Agency Inc. Case No. 29-CA-142690

Everything has been forwarded to the client, I am hopeful to have all appropriate signatures, etc. by Monday. I will keep you posted.

Regards,
Jeff

Jeffery A. Meyer
Partner
jmeyer@kdvlaw.com | KDV.LAW.COM



135 Crossways Park Drive, Suite 201, Woodbury, NY 11797
Direct: 516-283-8707 | Cell: 917-862-1720 | Main: 516-681-1100 | Fax: 516-681-1101

NEW YORK | PENNSYLVANIA | NEW JERSEY | SAN FRANCISCO | LOS ANGELES | FLORIDA | CHICAGO

PLEASE NOTE: This message, including any attachments, may include privileged, confidential and/or inside information. Any distribution or use of this communication by anyone other than the intended recipient(s) is strictly prohibited and may be unlawful. If you are not the intended recipient, please notify the sender by replying to this message and then delete it from your system.

 Please consider the environment before printing.

From: Farben, Ellen [mailto:Ellen.Farben@nrb.gov]
Sent: Thursday, March 26, 2015 1:48 PM
To: Jeffery Meyer
Cc: Paulsen, James G.
Subject: County Agency Inc. Case No. 29-CA-142690

Dear Mr. Meyer;

As you know, your client's compliance obligations were due in the Region on March 13, 2015. As we discussed, you are now in contact with your client regarding its obligations. Please be advised that all documentation is due in the Region by next Tuesday, March 31, 2015. The following documentation is due:

1. Notice Posting processing and completion of Certification of Posting Form
2. Providing the Union with information requested on December 22, 2014 (copy to Region)
3. Requirement for your client to maintain a record of all relevant correspondence regarding your client's bargaining in good faith with the union (copy to Region if requested).

You may of course contact me if you have any questions.

Thanking you in advance,

Ellen Farben
Compliance Officer

Exhibit G

MODE = MEMORY TRANSMISSION

START=APR-14 14:17

END=APR-14 14:19

FILE NO. =195

STN NO.	COMM.	ONE-TOUCH/ ABBR NO.	STATION NAME/TEL NO.	PAGES	DURATION
001	OK	8	915166811101	003/003	00:00:59

-NLRB

***** -NLRB

- ***** -

718 330 7579- *****



UNITED STATES GOVERNMENT
 NATIONAL LABOR RELATIONS BOARD
 REGION 29
 TWO METROTECH CENTER
 FIFTH FLOOR
 BROOKLYN, N.Y. 11201-3838

Facsimile Cover Sheet

TO: *Att. Jeffrey Meyer, Esq.*

Addressee:

Phone:

Fax: *516-681-1101*

From: *Compliance Dept*

Agency: *Region 29*

Phone: *718-330-2862*

Fax: *718-330-7579*

Date: *4/14/15*

Pages including this cover page: *(2)*

**CONFIDENTIALITY NOTICE
OFFICIAL GOVERNMENT BUSINESS**

This communication is intended for the sole use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this communication is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication may be strictly prohibited. If you have received this communication in error, please notify this office immediately by telephone call at the above number, and return this communication to us at the address above via United States Postal Service. Thank you.

Comments:

Good afternoon Mr. Meyer

Please see attached F.Y.I.

*Thank you
Compliance*



**United States Government
NATIONAL LABOR RELATIONS BOARD
Region 29
Two MetroTech Center - 5th Floor
Brooklyn, New York 11201-4201**

(718) 330-2862 Fax: (718) 330-7579

April 14, 2015

By Facsimile (516) 681-1101
Email: jmeyer@kdvlaw.com
Kaufman Dolowich & Voluck LLP
135 Crossways Park Drive
Suite 201
Woodbury, NY 11797-2005
Attn. Jeffrey Meyer, Esq.

Re: County Agency, Inc.
Case No. 29-CA-142690

Dear Mr. Meyer:

This letter is to notify you that County Agency, Inc. (Employer) is in default of the terms of the Settlement Agreement, approved by the Regional Director on February 20, 2015.

By letter dated February 27, 2015, the Region provided instructions on the steps necessary to comply with the obligations under the Settlement Agreement. Included with the letter were Notices to Employees, which were to be signed and posted on the employee bulletin board in the break/locker room on the 2nd floor of the J&J Creamery facility located at 57-48 49th Street, Maspeth, NY, and certification that the Notice to Employees had been posted. The Certification Form was to be completed and returned to the Region by March 13, 2015. The Region did not receive the required documentation by March 13, 2015. By e-mail message sent on March 26, 2015, the Region's Compliance Officer advised you that the Employer had not complied with its obligations under the Settlement Agreement and that all documentation was due to the Region by March 31, 2015. To date you have not responded to the Region's requests to comply with the obligations under the Settlement Agreement.

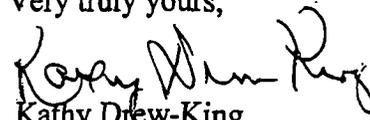
Pursuant to the Performance term of the Settlement Agreement, performance by the Employer was to commence immediately after the Agreement was approved by the Regional Director. Additionally, the Employer agreed that in the case of non-compliance with any of the terms of the Settlement Agreement and after 14 days notice from the Regional Director of such non-compliance without remedy, the Regional Director would

issue a Complaint and thereafter file a Motion for Default Judgment on all of the allegations in the Complaint.

Accordingly, you are notified that the Employer is in default of the terms of the Settlement Agreement. If the Employer fails to cure its default by April 28, 2015, the Regional Director will revoke the Settlement Agreement and issue a Complaint, and thereafter seek Default Judgment on the allegations of the Complaint.

If your wish to discuss this matter, please contact Ellen Farben at (718) 330-2862.

Very truly yours,



Kathy Drew-King
Acting Regional Director
Region 29

Exhibit H

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

COUNTY AGENCY INC.

And

Case 29-CA-142690

**UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 2013**

**ORDER REVOKING SETTLEMENT AGREEMENT, COMPLAINT AND NOTICE
OF HEARING**

On December 11, 2014, United Food and Commercial Workers Local 2013 (Charging Party), filed a charge in Case No. 29-CA-142690, against County Agency Inc. (Respondent) alleging that it engaged in certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended 29 U.S.C. Section 151, *et seq.*, herein called the Act.

On February 20, 2015, the Regional Director for Region 29 approved an Informal Settlement Agreement (Settlement Agreement), attached hereto as Exhibit A, executed by the Respondent and the Charging Party, in disposition of Case No. 29-CA-142690, which provided, *inter alia*, for the issuance of a Complaint that includes the allegations covered by the Notice to Employees, and the waiver of any Answer thereto and the right to raise defenses to the allegations covered by the Notice to Employees, in the event of Respondent's non-compliance with the terms of the Settlement Agreement. In light of the conduct described below in paragraph 10, Respondent violated the terms of the Settlement Agreement executed on February 20, 2015.

It is therefore ORDERED, pursuant to Section 101.9(e)(2) of the Board's Rules and Regulations that the Settlement Agreement executed on February 20, 2015 is vacated and set aside.

This Order Revoking Settlement Agreement, Complaint and Notice of Hearing, which is

based on the charge filed in Case No. 29-CA-142690, is issued pursuant to Section 10(b) of the Act, 29 U.S.C. § 151 *et seq.* and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below.

1. (a) The charge in this proceeding was filed by the Charging Party on December 11, 2014, and a copy was served on Respondent by U.S. mail on December 12, 2014.

(b) The amended charge was filed by the Charging Party on February 13, 2015, and a copy was served on Respondent by U.S. mail on February 18, 2015.

2. At all material times, Respondent has been a domestic corporation, with its principal office and place of business of business located at 129 South 8th Street, Brooklyn, New York and has been providing Professional Employer Organization services, including provision of personnel and other human resources functions to customers.

3. During the past twelve month period, which is representative of its annual operations in general, Respondent has provided services valued in excess of \$50,000 to its customers in the State of New York, which each meet a Board direct test for the assertion of jurisdiction.

4. 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.

5. At all material times, the Charging Party has been a labor organization within the meaning of Section 2(5) of the Act.

6. (a) The following employees of Respondent (the Unit) constitute a unit ~~appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the~~

Act:

All full-time and part-time employees excluding executives, supervisors and guards as defined in the Labor Management Relations Act as amended

(b) At all material times, the Charging Party has been the designated collective bargaining representative of the Unit. Such recognition has been embodied in a collective bargaining agreement, which by its terms was effective from February 1, 2012 to January 31, 2015.

(c) At all material times, the Charging Party, by virtue of Section 9(a) of the Act, has been the exclusive collective-bargaining representative of the Unit.

7. (a) About September 22, 2014, the Charging Party requested that Respondent bargain collectively over the terms of a successor collective-bargaining agreement.

(b) Since about September 22, 2014, Respondent has failed and refused to bargain collectively about the subjects set forth above in paragraph 7(a).

(c) The subjects set forth above in paragraph 7(a) relate to the wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

8. (a) Since about September 22, 2014, the Charging Party has requested in writing that Respondent furnish the Charging Party with the following information:

1. Name, title, address, telephone number, and email of any person who is required to approve any bargained-for provision of any collective bargaining agreement between UFCW Local 2013 and above listed company;

2. Name, title, address, telephone number, and email of any person who determines labor relations policy with regard to Collective Bargaining Agreement;

3. Name, address, telephone number, date of hire, classification, rate of pay, date of birth, sex (M/F), marital status, Full-Time or Part-Time status, termination date (if applicable), and number of dependents for each employee in the bargaining unit;
4. A complete structure of job classification and descriptions and responsibilities for each;
5. Average weekly number of employees and hours worked at each classification and rate;
6. Copy of all company policies; (i.e.) vacation, overtime, Holidays
7. Copy of employee handbook;
8. Copy of all disciplinary policies;
9. Copy of FMLA polices and or procedures;
10. A roster of bargaining unit employee's health & welfare and annuity contributions;
11. Copy of new hire orientation packets;
12. Copy of OSHA 300 log for the past contract term.

(b) The information requested by the Charging Party, as described above in paragraph 8(a) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) Since about December 10, 2014, Respondent, has failed and refused to furnish the Union with the information requested by it as described above in paragraph 8(a).

9. On February 20, 2015, Respondent entered into an Informal Settlement Agreement in this matter, which was approved by the Regional Director on February 20, 2015.

10. Since about February 20, 2015, Respondent has refused to comply with the Settlement Agreement described above in paragraph 9 by:

(a) failing to bargain in good faith over mandatory subjects as described in paragraph 7 and;

(b) failing to furnish information as described above in paragraph 8.

11. (a) On April 14, 2015, the Acting Regional Director of Region 29 wrote to Respondent advising that it was in default of the terms of the Settlement Agreement and requesting that it cure said default no later than April 28, 2015.

(b) Respondent did not reply to the April 13, 2015 letter, nor did it cure its default with the terms of the Settlement Agreement.

12. The Settlement Agreement referred to above in paragraph 9 provides, *inter alia*, that if Respondent, after receiving fourteen (14) days notice to cure its default, fails to cure any default thereof, the Regional Director may issue a Complaint that includes the allegations covered by the Notice to Employees and Respondent waives the right to contest the validity of any of the complaint allegations. The only issue that Respondent may contest is whether it defaulted upon the terms of the Settlement Agreement.

13. As Respondent has failed to comply with any terms of the Settlement Agreement and cure its default, the allegations in paragraphs 1 through 8 of this Complaint may be deemed to be true by the Board, and the Board may enter findings of facts, conclusion of law, and issue an Order on the allegations covered by the Notice of Employees, including, but not limited to the remedial provisions of the Settlement Agreement and liquidated damages, and any appropriate special remedies sought.

14. By the conduct described above in paragraphs 7 and 8, Respondent has been failing and refusing to bargain collectively with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

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

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 June 2, 2015 or postmarked on or before June 1, 2015.** 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.

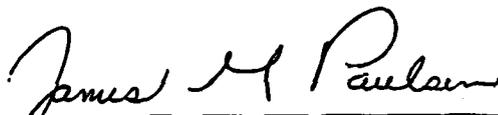
An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the 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. Any request for an extension of time to file an answer must, pursuant to Section 102.111(b) of the Board's Rule and Regulations, be filed by the close of business on **June 2, 2015**. The request should be made in writing and addressed to the Regional Director of Region 29.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **Wednesday, July 1, 2015, 9:30 A.M.** at **2 MetroTech Center, Suite 5100, Brooklyn, New York**, 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: **May 19, 2015**



James G. Paulsen
Regional Director
National Labor Relation Board
Region 29
Two MetroTech Center, Suite 5100
Brooklyn, NY 11201-3838

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

COUNTY AGENCY INC.

and

Case 29-CA-142690

**UNITED FOOD AND COMMERCIAL WORKERS,
LOCAL 2013**

**AFFIDAVIT OF SERVICE OF ORDER REVOKING SETTLEMENT COMPLAINT AND
NOTICE OF HEARING dated May 19, 2015**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **May 19, 2015**, I served the above-entitled document(s) by **regular mail** upon the following persons, addressed to them at the following addresses:

Hershel Weber
County Agency Inc.
129 S 8th St
Brooklyn, NY 11211-6119

Mark E. Belland , ESQ.
O' Brien, Belland & Bushinsky, LLC
1526 Berlin Road
Cherry Hill, NJ 08003-3623

Jeffrey Meyer
KAUFMAN DOLOWICH & VOLUCK LLP
135 Crossways Park Dr Ste 201
Woodbury, NY 11797-2005

Eugene Hickey , Director of Bargaining
United Food and Commercial Workers, Local
2013
9235 4th Ave
Brooklyn, NY 11209-7006

May 19, 2015

Date

Liz Montesclaros
Designated Agent of NLRB

Name

/s/

Signature

Exhibit I

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

----- X
COUNTY AGENCY INC.

Respondent,

and

Case No. 29-CA-142690

UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 2013

Charging Party,

----- X

ANSWER TO THE COMPLAINT

Respondent, County Agency, Inc. ("Respondent") through its attorneys Kaufman Dolowich & Voluck, LLP, answers the allegations of the Complaint, dated May 19, 2015, as follows:

1. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 1 of the Complaint, except to admit that a charge and amended charge were filed and Respondent was served with copies of the charge and amended charge in this proceeding.
2. Respondent admits the allegations set forth in Paragraph 2 of the Complaint.
3. Respondent admits the allegations set forth in Paragraph 3 of the Complaint.
4. Respondent neither admits nor denies the allegation set forth in Paragraph 4 of the Complaint as it is a legal conclusion to which no response is required.
5. Respondent neither admits nor denies the allegation set forth in Paragraph 5 of the Complaint as it is a legal conclusion to which no response is required.

6.

- a. Respondent neither admits nor denies the allegations set forth in Paragraph 6(a) of the Complaint, but rather refers the Board to the definition of the Unit set forth in the collective bargaining agreement which was effective from February 1, 2012, to January 31, 2015.
- b. Respondent denies the allegations set forth in Paragraph 6(b) of the Complaint, except admits that Respondent recognized the Union as the exclusive representative of the Unit for the term of the collective bargaining agreement which was effective from February 1, 2012, to January 31, 2015, and otherwise refers the Board to the collective bargaining agreement itself as the best evidence of its terms.
- c. Respondent neither admits nor denies the allegation set forth in Paragraph 6(c) of the Complaint as it is a legal conclusion to which no response is required.

7.

- a. Respondent denies the allegations set forth in Paragraph 7(a) of the Complaint, except admits that the Charging Party has requested that Respondent bargain collectively over the terms of a successor collective-bargaining agreement.
- b. Respondent neither admits nor denies the allegations set forth in Paragraph 7(b) of the Complaint, and avers that representatives of

Respondent have met with representatives of the Charging Party regarding the negotiation of a successor collective bargaining agreement.

- c. Respondent neither admits nor denies the allegation set forth in Paragraph 7(c) of the Complaint as it is a legal conclusion to which no response is required.

8.

- a. Respondent denies the allegations set forth in Paragraph 8(a) of the Complaint, except admits that the Charging Party has requested certain documents and information from Respondent.
- b. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 8(b) of the Complaint.
- c. Respondent denies the allegations set forth in Paragraph 8(c) of the Complaint.

9. Respondent admits the allegation set forth in Paragraph 9.

10. Respondent denies the allegations set forth in Paragraph 10 of the Complaint.

11.

- a. Respondent denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 11(a) of the Complaint.

b. Respondent denies the allegations set forth in Paragraph 11(b) of the Complaint.

12. Respondent denies the allegations set forth in Paragraph 12 of the Complaint.

13. Respondent denies the allegations set forth in Paragraph 13 of the Complaint.

14. Respondent neither admits nor denies the allegation set forth in Paragraph 14 of the Complaint as it is a legal conclusion to which no response is required.

15. Respondent neither admits nor denies the allegation set forth in Paragraph 15 of the Complaint as it is a legal conclusion to which no response is required.

WHEREFORE, Respondent prays that the Complaint be dismissed in its entirety.

Dated: Woodbury, New York
June 2, 2015

Kaufman Dolowich & Voluck, LLP
*Attorneys for Respondent Island Architectural
Woodwork, Inc.*

/s/ Jeffery A. Meyer
Jeffery A. Meyer, Esq.
135 Crossways Park Drive, Suite 201
Woodbury, New York 11797
(516) 681-1100