

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 2**

**MICROPOWER USA CORP.,
Respondent**

and

**Case Nos. 02-CA-130858
02-CA-132236**

**PROFESSIONALS AT MICROPOWER
NEW YORK STATE UNITED TEACHERS**

and

GREG SANDLER, an Individual

Case No. 02-CA-132592

and

AMINA CHOWDHURY, an Individual

Case No. 02-CA-132830

**MOTION TO TRANSFER PROCEEDINGS TO BOARD
AND FOR DEFAULT JUDGMENT AND ISSUANCE OF
A SUPPLEMENTAL BOARD DECISION AND ORDER**

PLEASE TAKE NOTICE that pursuant to Sections 102.24, 102.54 and 102.56 of the National Labor Relations Board's Rules and Regulations and Statements of Procedures, Series 8, as amended, (Board's Rules and Regulations), the undersigned Counsel for the General Counsel (General Counsel) hereby moves that the National Labor Relations Board (Board) transfer this case and continue the proceedings before the Board for a final determination on the basis of the pleadings previously filed.

General Counsel further moves that, upon transfer of the proceedings to the Board, the Board issue an appropriate order to show cause why this motion should not be granted, and that unless Micropower USA Corp (Respondent) shows good cause for failing to file an answer within the time specified by Sections 102.20 and 102.56 of the Board's Rules and Regulations, all the allegations contained in the Amended

Compliance Specification and Notice of Hearing (Amended Compliance Specification) be deemed to be admitted true without the holding of a hearing or without taking evidence in support of the allegations in the Amended Compliance Specification.

General Counsel further moves that Board then enter a Supplemental Decision and Order granting Default Judgment ordering Respondent to make payments to the discriminatees in the amounts set forth in Amended Compliance Specification, plus interest and tax on interest accrued to the date of payment and excess tax liability, minus tax withholding by Federal and State laws.

In support of the above, the General Counsel offers the following:

1 On March 31, 2015, the National Labor Relations Board issued its Decision and Order reported at 362 NLRB No. 63, directing Respondent to, among other things, make employees Alex Albaret, Valmike Apuzen, Florentino Capili, Amina Chowdhury, Imelda Lapid, Ntumba Mukendi, Felicity Nduku, Gwendolyn Nisbett, Greg Sandler, and Nevdoyle Santana whole for any loss of earnings and other benefits suffered since June 2014, as a result of the discrimination against them in violation of Section 8(a)(1) and (3) of the National Labor Relations Act. Copies of the Board Order and affidavit of service are attached as Exhibit A.

2. To date, Respondent has paid no backpay to its employees and the backpay owed is \$68,797.00, plus interest.

3. On August 31, 2015, the Regional Director for Region 2 issued a Compliance Specification and Notice of Hearing to Respondent (Compliance Specification). The Compliance Specification informed Respondent that if it did not file an answer within 21 days of service of the Compliance Specification, as required by

Section 102.56(b) of the Board's Rules and Regulations, pursuant to a Motion for Default Judgment, the Board may find all of the allegations in the Compliance Specification are true. Copies of the Compliance Specification and affidavit of service are attached as Exhibit B.

3. The answer to the Compliance Specification was due on September 21, 2015. Respondent failed to file an answer'

4. On September 15, 2015, the Acting Regional Director for Region 2 issued an Amended Compliance Specification and Notice of Hearing to Respondent. The Amended Compliance Specification informed Respondent that if it did not file an Answer within 21 days of service of the Amended Compliance Specification, as required by Section 102.56(b) of the Board's Rules and Regulations, pursuant to a Motion for Default Judgment, the Board may find all of the allegations in the Amended Compliance Specification are true. Copies of the Amended Compliance Specification and affidavit of service are attached as Exhibit C.

5. The answer to the Amended Compliance Specification was due on October 6, 2015. Respondent failed to file an answer.

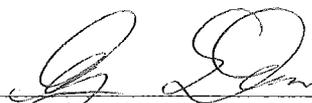
6. On October 15, 2015, Region 2 sent a letter by U.S. mail to the Respondent. The letter stated that the time limits for filing an answer to the Amended Compliance Specification had expired and requested an answer. Copies of the October 15, 2015, letter and affidavit of service is attached as Exhibit D.

7 To date, no answer to the Amended Compliance Specification and Notice of Hearing has been filed.

8. Respondent, having been duly served, failed to file an answer to the Compliance Specification and the Amended Compliance Specification in accordance with Section 102.56 of the Board's Rules and Regulations. The required time for such adequate filing has now expired. Therefore, all allegations in the Amended Compliance Specification and Notice of Hearing must be deemed admitted as true and no issue of fact exists warranting or requiring a hearing.

WHEREFORE, Counsel for the General Counsel respectfully requests that, in accordance with Sections 102.24 and 102.56 of the Board's Rules and Regulations, the Board deem all matters alleged in the Amended Compliance Specification to be admitted to be true without taking any additional evidence in support of the allegations, and without further notice to the Respondent, and to issue an appropriate Supplemental Decision and Order.

DATED at New York, New York this October 19, 2015.



Gregory B. Davis
Senior Field Attorney
NATIONAL LABOR RELATIONS BOARD
REGION 02
26 Federal Plz Ste 3614
New York, NY 10278-3699

Attachments

GENERAL COUNSEL EXHIBIT - A -

NOTICE: This opinion is subject to formal revision before publication in the bound volumes of NLRB decisions. Readers are requested to notify the Executive Secretary, National Labor Relations Board, Washington, D.C. 20570, of any typographical or other formal errors so that corrections can be included in the bound volumes.

**Micropower USA Corp. and Professionals at
Micropower New York State United Teachers
and Greg Sandler and Amina Chowdhury.**
Cases 02-CA-130858, 02-CA-132236, 02-CA-
132592, and 02-CA-132830

March 31, 2015

DECISION AND ORDER

BY CHAIRMAN PEARCE AND MEMBERS JOHNSON
AND MCFERRAN

The General Counsel seeks a default judgment in this case on the ground that the Respondent has failed to file an answer to the consolidated complaint. Upon charges filed by Professionals at Micropower New York State United Teachers (the Union), Greg Sandler, and Amina Chowdhury, the General Counsel issued an order consolidating cases, consolidated complaint, and notice of hearing on November 25, 2014, against Micropower USA Corp. (the Respondent), alleging that it has violated Section 8(a)(5), (3), and (1) of the National Labor Relations Act. The Respondent failed to file an answer.

On January 8, 2015, the General Counsel filed a Motion for Default Judgment with the Board. Thereafter, on January 13, 2015, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed no response. The allegations in the motion are therefore undisputed.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on Motion for Default Judgment

Section 102.20 of the Board's Rules and Regulations provides that the allegations in a complaint shall be deemed admitted if an answer is not filed within 14 days from the service of the complaint, unless good cause is shown. In addition, the consolidated complaint affirmatively stated that unless an answer was received by October 9, 2014, the Board may find, pursuant to a motion for default judgment, that the allegations in the consolidated complaint are true. Further, the undisputed allegations in the General Counsel's motion disclose that the Region, by letter and email dated December 23, 2014, advised the Respondent that unless an answer was received by December 29, 2014, a motion for default judgment would be filed.

In the absence of good cause being shown for the failure to file an answer, we deem the allegations of the con-

solidated complaint to be admitted as true, and we grant the General Counsel's Motion for Default Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent, a New York corporation, had an office and place of business located at 137 West 25th Street, Fifth Floor, New York, New York (Manhattan campus), and was an educational institution providing courses in vocational trades and English as a second language.

The Respondent, in conducting its operations described above, annually derived gross revenue in excess of \$1 million from performance of services.

The Respondent, in conducting its operations described above, annually purchased and received goods, supplies, and materials valued in excess of \$5000 directly from points outside the State of New York.

We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

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

Sam Hiranandaney	President
Lalit Chabria	Vice President
Margaret Orem	Chief Executive Officer
Dr. Michael McTague	Director, Manhattan campus
Valentina Portnov	Chair, ESL Department, Manhattan campus

The following employees of the 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 regular part-time teachers employed by the Respondent at its facility located at 137 West 25th Street, New York, New York, excluding all other employees, including office clerical employees, and guards and supervisors as defined in the Act.

On April 14, 2014, the Board certified the Union as the exclusive collective-bargaining representative of the unit.

At all times since April 14, 2014, based on Section 9(a), the Union has been the exclusive collective-bargaining representative of the unit.

The following events occurred after the Union's certification.

1. About June 16, 2014, the Respondent, by McTague, in an office on the Manhattan campus, instructed employees not to discuss their terms and conditions of employment with union representatives or with one another.

2. About June 9, 2014, certain employees of the Respondent represented by the Union and employed at the Manhattan campus ceased work concertedly and engaged in a strike.

3. About June 10, 2014, in a letter sent by email to Hiranandaney, Chabria, and McTague, among others, the following employees, who engaged in the strike described above, made an unconditional offer to return to their former positions of employment:

Alex Albaret	Ntumba Mukendi
Valmike Apuzen	Felicity Nduku
Florentino Capili	Gwendolyn Nisbett
Imelda Lapid	Nevdoyle Santana

4. From about June 10 until about June 21, 2014, the Respondent failed and refused to reinstate Alex Albaret to his former position of employment.

5. From about June 10 until about June 23, 2014, the Respondent failed and refused to reinstate Gwendolyn Nisbett to her former position of employment.

6. From about June 10 until about October 17, 2014,¹ the Respondent failed and refused to reinstate Valmike Apuzen, Florentino Capili, Imelda Lapid, Ntumba Mukendi, Felicity Nduku, and Nevdoyle Santana to their former positions of employment.

7. About June 15, 2014, the Respondent, by Portnov placed a call to the New York City Police Department requesting that Amina Chowdhury be removed from the Manhattan campus.

8. About June 24, 2014, the Respondent discharged Chowdhury. The Respondent engaged in the above conduct because Chowdhury assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

9. About June 21, 2014, the Respondent, by Portnov, placed a call to the New York City Police Department

requesting that employee Greg Sandler be removed from the Manhattan campus.

10. About June 24, 2014, the Respondent discharged Sandler. The Respondent engaged in the above conduct because Sandler assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

11. About June 24, 2014, the Union, by email and facsimile, requested that the Respondent bargain collectively with the Union as the exclusive collective-bargaining representative of the unit. Since about June 24, 2014, the Respondent has failed and refused to bargain with the Union.

CONCLUSIONS OF LAW

1. By the conduct described in paragraphs 1, 7, and 9 above, the 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.²

2. By the conduct described in paragraphs 4–6, 8, and 10 above, the Respondent has been discriminating in regard to hire or tenure or terms or conditions of employment of its employment, thereby discouraging membership in a labor organization, in violation of Section 8(a)(3) and (1) of the Act.

3. By the conduct described in paragraph 11 above, the Respondent has been failing and refusing to bargain collectively with the Union as the exclusive collective-bargaining representative of unit employees, in violation of Section 8(a)(5) and (1).

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

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent violated Section 8(a)(3) and (1) by failing and refusing to reinstate Alex Albaret, Gwendolyn Nisbett, Valmike Apuzen, Florentino Capili, Imelda Lapid, Ntumba Mukendi, Felicity Nduku, and

¹ The General Counsel's motion for default judgment includes the uncontested assertion that the Respondent closed the facility on October 17, 2014.

² The complaint alleges that the Respondent violated Sec. 8(a)(3) and (1) by calling the police and requesting that employees Chowdhury and Sandler be removed from the facility. We find that this conduct violates Sec. 8(a)(1) and do not pass on whether it also violates Sec. 8(a)(3). Member Johnson would not find this unalleged independent 8(a)(1) violation, as it is beyond the General Counsel's theory of the case. See generally *MEMC Electronic Materials, Inc.*, 342 NLRB 1172, 1176 (2004) (Chairman Battista, dissenting).

Nevdoyle Santana upon their unconditional offer to return to work, we shall order the Respondent, in the event that it resumes the same or similar business operations, to offer them full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed, and to make them whole for any loss of earnings and other benefits suffered as a result of the discrimination against them. Having found that the Respondent discharged Amina Chowdhury and Greg Sandler in violation of Section 8(a)(3) and (1), we shall also order the Respondent, in the event that it resumes the same or similar business operations, to offer them full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed, and to make them whole for any loss of earnings and other benefits suffered as a result of the discrimination against them.

Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest at the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010). Additionally, we shall order the Respondent to compensate Albaret, Nisbett, Apuzen, Capili, Lapid, Mukendi, Nduku, Santana, Chowdhury, and Sandler for any adverse tax consequences of receiving lump-sum backpay awards and to file a report with the Social Security Administration allocating the backpay to the appropriate calendar quarters. *Don Chavas, LLC d/b/a Tortillas Don Chavas*, 361 NLRB No. 10 (2014).

Further, the Respondent shall be required to remove from its files any and all references to the unlawful refusals to reinstate Albaret, Nisbett, Apuzen, Capili, Lapid, Mukendi, Nduku, and Santana upon their unconditional offer to return to work, and to the unlawful discharges of Chowdhury and Sandler, and to notify them in writing that this has been done and that these actions will not be used against them in any way.

In addition, having found that the Respondent has violated Section 8(a)(5) and (1) of the Act, we shall order it to cease and desist, to bargain on request with the Union and, if an understanding is reached, to embody the understanding in a signed agreement.

To ensure that the employees are accorded the services of their selected bargaining agent for the period provided by law, we shall construe the initial period of the certification as beginning the date the Respondent begins to bargain in good faith with the Union. *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962); accord *Burnett Construction*

Co., 149 NLRB 1419, 1421 (1964), enfd. 350 F.2d 57 (10th Cir. 1965); *Lamar Hotel*, 140 NLRB 226, 229 (1962), enfd. 328 F.2d 600 (5th Cir. 1964), cert. denied 379 U.S. 817 (1964).

Further, in view of the fact that the Respondent's facility at 137 West 25th Street, Fifth Floor, New York, New York, is closed, we shall order the Respondent to mail a copy of the attached notice to the Union and to the last known addresses of its former unit employees who were employed by the Respondent at any time since June 10, 2014, in order to inform them of the outcome of this proceeding.

ORDER

The National Labor Relations Board orders that the Respondent, Micropower USA Corp., New York, New York, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Instructing employees not to discuss their terms and conditions of employment with union representatives or with one another.

(b) Calling the police to request that employees be removed from the premises.

(c) Discharging, failing, and refusing to reinstate upon an unconditional offer to return to work, or otherwise discriminating against any of its employees because they engage in union or concerted activities and to discourage employees from engaging in these activities.

(d) Failing and refusing to bargain collectively with Professionals at Micropower New York State United Teachers as the exclusive collective-bargaining representative of employees in the bargaining unit.

(e) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following action necessary to effectuate the policies of the Act.

(a) In the event that the Respondent resumes the same or similar business operations, within 14 days thereafter, offer Alex Albaret, Gwendolyn Nisbett, Valmike Apuzen, Florentino Capili, Imelda Lapid, Ntumba Mukendi, Felicity Nduku, Nevdoyle Santana, Amina Chowdhury, and Greg Sandler full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

(b) Make Alex Albaret, Gwendolyn Nisbett, Valmike Apuzen, Florentino Capili, Imelda Lapid, Ntumba Mukendi, Felicity Nduku, Nevdoyle Santana, Amina Chowdhury, and Greg Sandler whole for any loss of earnings and other benefits suffered as a result of the

discrimination against them, in the manner set forth in the remedy section of this decision.

(c) Compensate Alex Albaret, Gwendolyn Nisbett, Valmike Apuzen, Florentino Capili, Imelda Lapid, Ntumba Mukendi, Felicity Nduku, Nevdoyle Santana, Amina Chowdhury, and Greg Sandler for any adverse tax consequences of receiving lump-sum backpay awards, and file a report with the Social Security Administration allocating the backpay awards to the appropriate calendar quarters for each employee.

(d) Within 14 days from the date of this Order, remove from its files any and all references to the unlawful refusals to reinstate Albaret, Nisbett, Apuzen, Capili, Lapid, Mukendi, Nduku, and Santana, and the unlawful discharges of Chowdhury and Sandler, and within 3 days thereafter, notify them in writing that this has been done and that the unlawful actions will not be used against them in any way.

(e) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

(f) On request, bargain with the Union as the exclusive collective-bargaining representative of the employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

All full-time and regular part-time teachers employed by the Respondent at its facility located at 137 West 25th Street, New York, New York, excluding all other employees, including office clerical employees, and guards and supervisors as defined in the Act.

(g) Within 14 days after service by the Region, duplicate and mail, at its own expense and after being signed by the Respondent's authorized representative, copies of the attached notice marked "Appendix"³ to the Union and to all unit employees who were employed by the Respondent at any time since June 10, 2014. In addition

³ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Mailed by Order of the National Labor Relations Board" shall read "Mailed Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

to physical mailing of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means.

(h) Within 21 days after service by the Region, file with the Regional Director for Region 2 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. March 31, 2015

Mark Gaston Pearce, Chairman

Harry I. Johnson, III, Member

Lauren McFerran, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX
NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

- Form, join, or assist a union
- Choose representatives to bargain with us on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities.

WE WILL NOT instruct you not to discuss your terms and conditions of employment with union representatives or with one another.

WE WILL NOT call the police to request that you be removed from the premises.

WE WILL NOT discharge, fail, and refuse to reinstate upon an unconditional offer to return to work, or otherwise discriminate against you because you engage in union or concerted activities and to discourage employees from engaging in these activities.

WE WILL NOT fail and refuse to bargain with Professionals at Micropower USA New York State United Teachers as the exclusive collective-bargaining representative of our employees in the bargaining unit.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL, in the event that we resume the same or similar business operations, within 14 days thereafter, offer Alex Albaret, Gwendolyn Nisbett, Valmike Apuzen, Florentino Capili, Imelda Lapid, Ntumba Mukendi, Felicity Nduku, Nevdoyle Santana, Amina Chowdhury, and Greg Sandler full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

WE WILL make Alex Albaret, Gwendolyn Nisbett, Valmike Apuzen, Florentino Capili, Imelda Lapid, Ntumba Mukendi, Felicity Nduku, Nevdoyle Santana, Amina Chowdhury, and Greg Sandler whole for any loss of earnings and other benefits suffered as a result of the discrimination against them, less any net interim earnings, plus interest.

WE WILL compensate Alex Albaret, Gwendolyn Nisbett, Valmike Apuzen, Florentino Capili, Imelda Lapid, Ntumba Mukendi, Felicity Nduku, Nevdoyle Santana, Amina Chowdhury, and Greg Sandler for any adverse tax consequences of receiving lump-sum backpay awards, and WE WILL file a report with the Social Security Administration allocating the backpay awards to the appropriate calendar quarters for each employee.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to the unlawful failure and refusal to reinstate Alex Albaret, Gwendo-

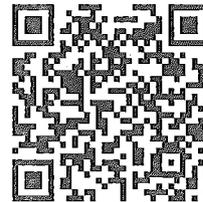
lyn Nisbett, Valmike Apuzen, Florentino Capili, Imelda Lapid, Ntumba Mukendi, Felicity Nduku, and Nevdoyle Santana and the unlawful discharges of Amina Chowdhury and Greg Sandler, and WE WILL, within 3 days thereafter, notify each of them in writing that this has been done and that these actions will not be used against them in any way.

WE WILL, on request, bargain with the Union as the exclusive collective-bargaining representative of our employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

All full-time and regular part-time teachers employed by us at our facility located at 137 West 25th Street, New York, New York, excluding all other employees, including office clerical employees, and guards and supervisors as defined in the Act.

MICROPOWER USA CORP.

The Board's decision can be found at www.nlr.gov/cases/02-CA-130858 or by suing the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1099 14th St., N.W., Washington, D.C. 20570, or by calling (202) 273-1940.



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

<p>MICROPOWER USA CORP.</p> <p style="text-align: center;">and</p> <p>PROFESSIONALS AT MICROPOWER NEW STATE UNITED TEACHERS</p> <p style="text-align: center;">and</p> <p>GREG SANDLER</p> <p style="text-align: center;">and</p> <p>AMINA CHOWDHURY</p>	<p>Cases 02-CA-130858</p> <p>DATE OF SERVICE <u>March 31, 2015</u></p>
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AFFIDAVIT OF SERVICE OF BOARD DECISION

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) upon the persons at the addresses and in the manner indicated below. Persons listed below under "E-Service" have voluntarily consented to receive service electronically, and such service has been effected on the same date indicated above.

CERTIFIED & REGULAR MAIL
SURESH HIRANANDANEY, OWNER
MICROPOWER USA CORP.
111 DIX HWY
DIX HILLS, NY 11746-6413

CERTIFIED & REGULAR MAIL
LALIT CHABRIA, PRESIDENT
INSTITUTE FOR HEALTH EDUCATION
9 DOVER LN
OLD BETHPAGE, NY 11804-1605

CERTIFIED & REGULAR MAIL
AMINA CHOWDHURY
2515 TRATMAN AVENUE
APT H 12
BRONX, NY 10461

CERTIFIED & REGULAR MAIL
DANIEL ESAKOFF, ORGANIZER
WORKERS ESSESTIAL AT LEAKE AND WATTS
(WELAW), NEW YORK STATE UNITED
TEACHERS (NYSUT), LOCAL 7980
339 LAFAYETTE STREET
#202
NEW YORK, NY 10012-2723

CERTIFIED & REGULAR MAIL
GREG SANDLER
5945 SHORE PARKWAY
APT 81
BROOKLYN, NY 11236

E-SERVICE
REGION 02, NEW YORK, NEW YORK
NATIONAL LABOR RELATIONS BOARD
26 FEDERAL PLZ STE 3614
NEW YORK, NY 10278-3699

Subscribed and sworn before me this
31st day of March 2015.

DESIGNATED AGENT

A Jones

NATIONAL LABOR RELATIONS BOARD

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
WASHINGTON, D.C. 20570-0001
An Equal Opportunity Employer

OFFICIAL BUSINESS

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS FOLD AT DOTTED LINE
CERTIFIED MAIL

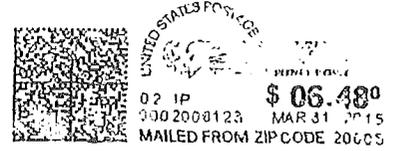


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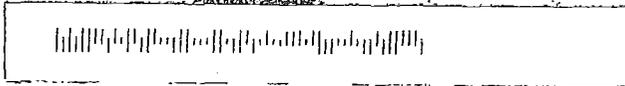
REFUSED

REF

SURESH KRISHNAN DANAY, OWNER
MICROPOWER USA CORP
111 SIX HWY
DUN HILLS, NY 11746-4413
02-CA-160858



RECEIVED
2015 APR -7 AM 11:32
NLRB
ORDER SECTION



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none">■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.■ Print your name and address on the reverse so that we can return this card to you.■ Attach this card to the back of the mailpiece, or on the front, in space provided.	A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:	B. Received by (Printed Name)	C. Date of Delivery
SURUSH HIRANANDANEY, OWNER MICROPOWER USA CORP. 1101 HWY DIX HILLS, NY 11746-6413 02-CA-130858	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
PS Form 3811, February 2004	7012 1010 0001 6094 2262 Domestic Return Receipt 102595-02-M-1540	

GENERAL COUNSEL EXHIBIT - B -

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
Region 2

MICROPOWER USA CORP.

And

PROFESSIONALS AT MICROPOWER NEW
YORK STATE UNITED TEACHERS
and
GREG SANDLER, AN INDIVIDUAL
and
AMINA CHOWDHURY, AN INDIVIDUAL

Cases
02-CA-130858
02-CA-132236
02-CA-132592
02-CA-132830

COMPLIANCE SPECIFICATION AND NOTICE OF HEARING

The National Labor Relations Board, herein referred to as the Board, having on March 31, 2015, issued its Decision and Order reported at 362 NLRB No. 63, directing Micropower USA Corp., herein Respondent, among other things, to offer reinstatement to employees Alex Albaret, Valmike Apuzen, Florentino Capili, Amina Chowdhury, Imelda Lapid, Ntumba Mukendi, Felicity Nduku, Gwendolyn Nisbett, Greg Sandler, and Nevdoyle Santana, in the event that Respondent resumes the same or similar business operations, and to make them whole for any loss of earnings and other benefits suffered since June 2014, as a result of the discrimination against them in violation of Section 8(a)(1), (3) and (5) of the National Labor Relations Act; and controversy having arisen concerning the amount of backpay due under the terms of the Board's Order; the

undersigned Acting Regional Director of the National Labor Relations Board for Region 2, pursuant to the authority duly conferred upon me by the Board, hereby issues this Compliance Specification and Notice of Hearing and alleges that the backpay due under the Board's Order is as follows:

1.

- a) The backpay periods for Valmike Apuzen, Florentino Capili, Imelda Lapid, Ntumba Mukendi, Felicity Nduku, and Nevdoyle Santana begin June 11, 2014¹, and end October 17, 2014, day when Respondent ceased its operations.
- b) The backpay period for Alex Albaret begins June 11, 2014², and ends with his reinstatement, June 20, 2014.
- c) The backpay period for Gwendolyn Nisbett begins June 11, 2014³ and ends with her reinstatement, June 22, 2014.
- d) The backpay periods for Amina Chowdhury and Greg Sandler begin the date of their employment termination with Respondent, June 28, 2015, and end October 17, 2014, day when Respondent ceased its operations.

2.

An appropriate measure of the quarterly gross backpay due Alex Albaret, Valmike Apuzen, Florentino Capili, Amina Chowdhury, Imelda Lapid, Ntumba Mukendi, Felicity Nduku, Gwendolyn Nisbett, Greg Sandler, and Nevdoyle Santana, is based on

¹ Teachers who had engaged in strike made an unconditional offer to return to their former positions of employment on June 10, 2015.

² See above.

³ See above (1).

prior hours worked while in the Respondent's employment, at the most recent rate of pay, as reported by discriminatees during telephone interviews⁴ with the Region.

3.

- a) Exhibit A contains gross backpay and net backpay calculations for each named-discriminatee. Quarterly gross backpay is the total wages discriminatees would have received in each calendar quarter, or portions thereof, during their respective backpay periods.
- b) Gross backpay, as set forth in Column titled "Gross Backpay", is based on the discriminatees' respective hours and pay rate⁵ during the pre-discrimination period.
- c) Gross backpay for Alex Albaret, Valmike Apuzen, Florentino Capili, Imelda Lapid, Ntumba Mukendi, Felicity Nduku, Gwendolyn Nisbett, and Nevdoyle Santana, for the first week in the backpay period, the week ending June 14, 2014, is prorated since the backpay period began in the middle of the week, on Wednesday, June 11, 2014. The gross backpay for that week was calculated using the pre-discrimination schedule for each discriminatee (Exhibit B).
- d) Gross backpay for Amina Chowdhury and Greg Sandler, for the first week in their backpay period, the week ending June 28, 2014, is prorated since the backpay period began on the last days of that week, on Saturday June 28, 2014, and Chowdhury and Sandler were scheduled to work that day (Exhibit B).
- e) Gross backpay for the last week included in Florentino Capili's, Amina

⁴ Respondent has failed to provide the Region with evidence necessary to make a more precise calculation of Respondent's backpay obligations; therefore all calculations are based on information gathered during telephone interviews with discriminatees.

⁵ Hourly pay rate for each discriminatee is listed in Exhibit B.

Chowdhury's, Imelda Lapid's, Ntumba Mukendi's, Felicity Nduku's, and Greg Sandler's backpay period, the week ending October 18, 2014, is prorated because the backpay period ended on October 17, 2014, the date of the Respondent's closing. The gross backpay for that week was calculated by deducting the hours that Florentino Capili, Amina Chowdhury, Imelda Lapid, Felicity Nduku, and Greg Sandler would have worked on Saturday October 18, 2014 had the Respondent not ceased its operations.

4.

- a) Quarterly gross interim earnings earned during the backpay period are estimated weekly based on the discriminatees' reported earnings working for interim employers, and are included in Columns titled "Quarter Interim Earnings" of Exhibit A for each quarter of each respective discriminatee's report.
- b) While working for Respondent during the pre-discrimination period, Valmike Apuzen received additional earnings from supplemental employment at a different location of the Respondent.
- c) The interim earnings Valmike Apuzen received from supplemental employment during the backpay period are not offset against gross backpay because the hours at the supplemental employment did not increase during the backpay period.
- d) Earnings from additional hours of work from supplemental interim employers are to be included in the quarterly gross interim earnings contained in Columns titled "Quarter Interim Earnings" of Exhibit A for each quarter of each respective discriminatee.

- e) The interim earnings Amina Chowdhury and Nevdoyle Santana received from supplemental employment for work performed on days they were not scheduled to work for the Respondent are not offset against gross backpay.

5.

Net backpay is the difference between each discriminatee's quarterly gross backpay and his/hers quarterly interim earnings (Columns titled "Gross Backpay" – "Quarter Interim earnings") and is contained in Column titled "Net Backpay" of Exhibit A for each quarter of each respective discriminatee.

6.

The total net backpay due Alex Albaret, Valmike Apuzen, Florentino Capili, Amina Chowdhury, Imelda Lapid, Ntumba Mukendi, Felicity Nduku, Gwendolyn Nisbett, Greg Sandler, and Nevdoyle Santana is the sum of the calendar quarter amounts of net backpay and expenses⁶ due them, and is set forth at the bottom of Column titled "Net Backpay and Expenses" of each discriminatee report in Exhibit A, on the line marked "Totals."

7

Summarizing the facts and calculations specified above, the obligation of Respondent with respect to the amount of backpay will be satisfied by payment to Alex Albaret, Valmike Apuzen, Florentino Capili, Amina Chowdhury, Imelda Lapid, Ntumba Mukendi, Felicity Nduku, Gwendolyn Nisbett, Greg Sandler, and Nevdoyle Santana in

⁶ Discriminatees did not report any interim expenses.

the amounts set forth below, opposite their names, plus interest to date of payment, minus the withholding tax from the net backpay amounts as required by Federal, State and City laws:

<u>Discriminatee's Name</u>		<u>Net (Taxable) Backpay</u>
Albaret	Alex	\$ 867.00
Apuzen	Valmike	\$ 8,880.00
Capili	Florentino	\$ 10,405.00
Chowdhury	Amina	\$ 6,900.00
Lapid	Imelda	\$ 11,994.00
Mukendi	Ntumba	\$ 9,181.00
Nduku	Felicity	\$ 9,180.00
Nisbett	Gwendolyn	\$ 272.00
Sandler	Greg	\$ 5,440.00
Santana	Nevdoyle	\$ 5,678.00

8.

Interest is compounded daily in all amounts due discriminatees. Respondent's interest obligation continues to accrue until all backpay and expenses are paid. Interest is computed using the rates and method established by the Board.

9.

It is appropriate that Respondent be required to submit documentation to the Social Security Administration in order to allocate discriminatees' backpay to the appropriate periods, at the time backpay is paid.

10.

The obligation of Respondent to make discriminatees Alex Albaret, Valmike Apuzen, Florentino Capili, Amina Chowdhury, Imelda Lapid, Ntumba Mukendi, Felicity Nduku, Gwendolyn Nisbett, Greg Sandler, and Nevdoyle Santana whole under the Board Order will be discharged by payment to discriminatees in the amounts set forth above, in paragraph (7), plus interest to the date of payment, pursuant to such Order, minus tax withholding by Federal, State, and City laws

11.

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

Respondent is notified that, pursuant to Section 102.56 of the Board's Rules and Regulations, it must file an answer to the compliance specification. The answer must be received by this office on or before **September 21, 2015, or postmarked on or before September 19, 2015.** Unless filed electronically in a PDF format, 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 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 E-Gov, then click on the E-Filing link on the pull-down menu. Click on the "File Documents" button under "Regional, Subregional and Resident Offices" and then follow the directions. 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 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 and sworn to by the respondent or by a duly authorized agent with appropriate power of attorney affixed. 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 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 be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission.

As to all matters set forth in the compliance specification that are within the knowledge of 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, the answer must state the basis for any disagreement with any allegations that are within the Respondent's knowledge, and set forth in detail Respondent's position as to the applicable premises and furnish the appropriate supporting figures.

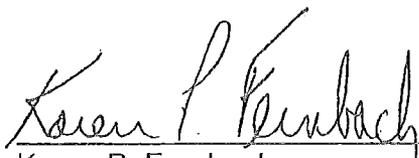
If no answer is filed or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the compliance specification are true. If the answer fails to deny allegations of the compliance specification in the manner required under Section 102.56(b)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

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on November 17, 2015, at 9:30 a.m. at the Mary Taylor Walker Room at 26 Federal Plaza, Room 3614 New York, NY, 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 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 New York, NY
this 31th day of August, 2015

A handwritten signature in cursive script, reading "Karen P. Fernbach", written over a horizontal line.

Karen P. Fernbach
Regional Director
Region 2
National Labor Relations Board
26 Federal Plaza Ste 3614
New York, New York 10278

EXHIBIT A

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Claimant: Alex Albaret

Backpay period:

06/11/2014 - 06/20/2014

Interest
calculated to:

8/31/2015

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	2	4/5						
2014	2	4/12						
2014	2	4/19						
2014	2	4/26						
2014	2	5/3						
2014	2	5/10						
2014	2	5/17						
2014	2	5/24						
2014	2	5/31						
2014	2	6/7						
2014	2	6/14	289					
2014	2	6/21	578					
2014	2	6/28						
2014	2	Total	867		867	-		867

Totals	867	-	-	867
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Daily Compound Interest	32
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Total Backpay, Expenses and Interest	899
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Notes

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Claimant: Valmike Apuzen

Backpay period:

06/11/14 - 10/17/14

Interest calculated to: 8/31/2015

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	2	4/5						
2014	2	4/12						
2014	2	4/19						
2014	2	4/26						
2014	2	5/3						
2014	2	5/10						
2014	2	5/17						
2014	2	5/24						
2014	2	5/31						
2014	2	6/7						
2014	2	6/14	240					
2014	2	6/21	480					
2014	2	6/28	480					
2014	2	Total	1,200		1,200			1,200
2014	3	7/5	480					
2014	3	7/12	480					
2014	3	7/19	480					
2014	3	7/26	480					
2014	3	8/2	480					
2014	3	8/9	480					
2014	3	8/16	480					
2014	3	8/23	480					
2014	3	8/30	480					
2014	3	9/6	480					
2014	3	9/13	480					
2014	3	9/20	480					
2014	3	9/27	480					
2014	3	Total	6,240		6,240	-		6,240
2014	4	10/4	480					
2014	4	10/11	480					
2014	4	10/18	480					
2014	4	10/25						
2014	4	11/1						
2014	4	11/8						
2014	4	11/15						
2014	4	11/22						
2014	4	11/29						
2014	4	12/6						
2014	4	12/13						
2014	4	12/20						
2014	4	12/27						
2014	4	Total	1,440		1,440	-	-	1,440

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Claimant: Valmike Apuzen

Backpay period:

06/11/14 - 10/17/14

Interest calculated to: 8/31/2015

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
					Totals	8,880	-	8,880
					Daily Compound Interest			287
					Total Backpay, Expenses and Interest			9,167

Notes

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Backpay period:

06/11/14 - 10/17/14

Claimant: Florentino Capili

Interest calculated to: 8/31/2015

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	2	4/5						
2014	2	4/12						
2014	2	4/19						
2014	2	4/26						
2014	2	5/3						
2014	2	5/10						
2014	2	5/17						
2014	2	5/24						
2014	2	5/31						
2014	2	6/7						
2014	2	6/14	145					
2014	2	6/21	578					
2014	2	6/28	578					
2014	2	Total	1,301		1,301	-		1,301
2014	3	7/5	578					
2014	3	7/12	578					
2014	3	7/19	578					
2014	3	7/26	578					
2014	3	8/2	578					
2014	3	8/9	578					
2014	3	8/16	578					
2014	3	8/23	578					
2014	3	8/30	578					
2014	3	9/6	578					
2014	3	9/13	578					
2014	3	9/20	578					
2014	3	9/27	578					
2014	3	Total	7,514		7,514	-		7,514
2014	4	10/4	578					
2014	4	10/11	578					
2014	4	10/18	434					
2014	4	10/25						
2014	4	11/1						
2014	4	11/8						
2014	4	11/15						
2014	4	11/22						
2014	4	11/29						
2014	4	12/6						
2014	4	12/13						
2014	4	12/20						
2014	4	12/27						
2014	4	Total	1,590		1,590	-	-	1,590

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Backpay period:

06/11/14 - 10/17/14

Interest calculated to: 8/31/2015

Claimant: Florentino Capili

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses	
					Totals	10,405	-	-	10,405
					Daily Compound Interest			336	
					Total Backpay, Expenses and Interest			10,740	

Notes

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Backpay period:

Claimant: Amina Chowdhury

06/28/14 - 10/17/14

Interest calculated to: 8/31/2015

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	2	4/5						
2014	2	4/12						
2014	2	4/19						
2014	2	4/26						
2014	2	5/3						
2014	2	5/10						
2014	2	5/17						
2014	2	5/24						
2014	2	5/31						
2014	2	6/7						
2014	2	6/14						
2014	2	6/21						
2014	2	6/28	128					
2014	2	Total	128		128			128
2014	3	7/5	510					
2014	3	7/12	510					
2014	3	7/19	510					
2014	3	7/26	510					
2014	3	8/2	510					
2014	3	8/9	510					
2014	3	8/16	510					
2014	3	8/23	510					
2014	3	8/30	510					
2014	3	9/6	510	180				
2014	3	9/13	510	180				
2014	3	9/20	510	180				
2014	3	9/27	510	180				
2014	3	Total	6,630	720	5,910	-		5,910
2014	4	10/4	510	180				
2014	4	10/11	510	180				
2014	4	10/18	383	180				
2014	4	10/25						
2014	4	11/1						
2014	4	11/8						
2014	4	11/15						
2014	4	11/22						
2014	4	11/29						
2014	4	12/6						
2014	4	12/13						
2014	4	12/20						
2014	4	12/27						
2014	4	Total	1,403	540	863	-		863

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Backpay period:

06/28/14 - 10/17/14

Claimant: Amina Chowdhury

Interest calculated to: 8/31/2015

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses	
					Totals	6,900	-	-	6,900
					Daily Compound Interest			220	
					Total Backpay, Expenses and Interest			7,120	

Notes

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Backpay period:

06/11/14 - 10/17/14

Interest calculated to: 8/31/2015

Claimant: Imelda Lapid

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	2	4/5						
2014	2	4/12						
2014	2	4/19						
2014	2	4/26						
2014	2	5/3						
2014	2	5/10						
2014	2	5/17						
2014	2	5/24						
2014	2	5/31						
2014	2	6/7						
2014	2	6/14	272					
2014	2	6/21	680					
2014	2	6/28	680					
2014	2	Total	1,632		1,632	-		1,632
2014	3	7/5	680					
2014	3	7/12	680					
2014	3	7/19	680					
2014	3	7/26	680					
2014	3	8/2	680					
2014	3	8/9	680					
2014	3	8/16	680					
2014	3	8/23	680					
2014	3	8/30	680					
2014	3	9/6	680					
2014	3	9/13	680					
2014	3	9/20	680					
2014	3	9/27	680					
2014	3	Total	8,840		8,840	-		8,840
2014	4	10/4	680					
2014	4	10/11	680	128				
2014	4	10/18	544	255				
2014	4	10/25						
2014	4	11/1						
2014	4	11/8						
2014	4	11/15						
2014	4	11/22						
2014	4	11/29						
2014	4	12/6						
2014	4	12/13						
2014	4	12/20						
2014	4	12/27						
2014	4	Total	1,904	383	1,522	-	-	1,522

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Backpay period:

06/11/14 - 10/17/14

Interest calculated to: 8/31/2015

Claimant: Imelda Lapid

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses	
					Totals	11,994	-	-	11,994
					Daily Compound Interest			389	
					Total Backpay, Expenses and Interest			12,383	

Notes

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Backpay period:

06/11/14 - 10/17/14

Claimant: Ntumba Mukendi

Interest calculated to: 8/31/2015

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	2	4/5						
2014	2	4/12						
2014	2	4/19						
2014	2	4/26						
2014	2	5/3						
2014	2	5/10						
2014	2	5/17						
2014	2	5/24						
2014	2	5/31						
2014	2	6/7						
2014	2	6/14	128					
2014	2	6/21	510					
2014	2	6/28	510					
2014	2	Total	1,148		1,148	-		1,148
2014	3	7/5	510					
2014	3	7/12	510					
2014	3	7/19	510					
2014	3	7/26	510					
2014	3	8/2	510					
2014	3	8/9	510					
2014	3	8/16	510					
2014	3	8/23	510					
2014	3	8/30	510					
2014	3	9/6	510					
2014	3	9/13	510					
2014	3	9/20	510					
2014	3	9/27	510					
2014	3	Total	6,630		6,630			6,630
2014	4	10/4	510					
2014	4	10/11	510					
2014	4	10/18	383					
2014	4	10/25						
2014	4	11/1						
2014	4	11/8						
2014	4	11/15						
2014	4	11/22						
2014	4	11/29						
2014	4	12/6						
2014	4	12/13						
2014	4	12/20						
2014	4	12/27						
2014	4	Total	1,403		1,403	-		1,403

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Claimant: Ntumba Mukendi

Backpay period:

06/11/14 - 10/17/14

Interest
calculated to:

8/31/2015

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses	
					Totals	9,181	-	-	9,181
					Daily Compound Interest			296	
					Total Backpay, Expenses and Interest			9,477	

Notes

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Claimant: Felicity Nduku

Backpay period:

06/11/14 - 10/17/14

Interest
calculated to:

8/31/2015

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	2	4/5						
2014	2	4/12						
2014	2	4/19						
2014	2	4/26						
2014	2	5/3						
2014	2	5/10						
2014	2	5/17						
2014	2	5/24						
2014	2	5/31						
2014	2	6/7						
2014	2	6/14	128					
2014	2	6/21	510					
2014	2	6/28	510					
2014	2	Total	1,148		1,148	-	-	1,148
2014	3	7/5	510					
2014	3	7/12	510					
2014	3	7/19	510					
2014	3	7/26	510					
2014	3	8/2	510					
2014	3	8/9	510					
2014	3	8/16	510					
2014	3	8/23	510					
2014	3	8/30	510					
2014	3	9/6	510					
2014	3	9/13	510					
2014	3	9/20	510					
2014	3	9/27	510					
2014	3	Total	6,630		6,630	-	-	6,630
2014	4	10/4	510					
2014	4	10/11	510					
2014	4	10/18	383					
2014	4	10/25						
2014	4	11/1						
2014	4	11/8						
2014	4	11/15						
2014	4	11/22						
2014	4	11/29						
2014	4	12/6						
2014	4	12/13						
2014	4	12/20						
2014	4	12/27						
2014	4	Total	1,403		1,403	-	-	1,403

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Claimant: Felicity Nduku

Backpay period: 06/11/14 - 10/17/14
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Interest calculated to: 8/31/2015

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses	
					Totals	9,180	-	-	9,180
					Daily Compound Interest			296	
					Total Backpay, Expenses and Interest			9,476	

Notes

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Claimant: Gwendolyn Nisbett

Backpay period:

06/11/14 - 06/22/14

Interest
calculated to:

8/31/2015

Year	Qtr.	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	2	4/5						
2014	2	4/12						
2014	2	4/19						
2014	2	4/26						
2014	2	5/3						
2014	2	5/10						
2014	2	5/17						
2014	2	5/24						
2014	2	5/31						
2014	2	6/7						
2014	2	6/14						
2014	2	6/21	272					
2014	2	6/28						
2014	2	Total	272		272	-		272

Totals	272	-	-	272
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Daily Compound Interest 10

Total Backpay, Expenses and Interest 282

Notes

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Backpay period:

Claimant: Greg Sandler

06/28/14 - 10/17/14

Interest calculated to: 8/31/2015

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	2	4/5						
2014	2	4/12						
2014	2	4/19						
2014	2	4/26						
2014	2	5/3						
2014	2	5/10						
2014	2	5/17						
2014	2	5/24						
2014	2	5/31						
2014	2	6/7						
2014	2	6/14						
2014	2	6/21						
2014	2	6/28	170					
2014	2	Total	170		170	-		170
2014	3	7/5	340					
2014	3	7/12	340					
2014	3	7/19	340					
2014	3	7/26	340					
2014	3	8/2	340					
2014	3	8/9	340					
2014	3	8/16	340					
2014	3	8/23	340					
2014	3	8/30	340					
2014	3	9/6	340					
2014	3	9/13	340					
2014	3	9/20	340					
2014	3	9/27	340					
2014	3	Total	4,420		4,420			4,420
2014	4	10/4	340					
2014	4	10/11	340					
2014	4	10/18	170					
2014	4	10/25						
2014	4	11/1						
2014	4	11/8						
2014	4	11/15						
2014	4	11/22						
2014	4	11/29						
2014	4	12/6						
2014	4	12/13						
2014	4	12/20						
2014	4	12/27						
2014	4	Total	850		850	-		850

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Claimant: Greg Sandler

Backpay period: 06/28/14 - 10/17/14
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Interest calculated to: 8/31/2015

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses	
					Totals	5,440	-	-	5,440
					Daily Compound Interest			173	
					Total Backpay, Expenses and Interest			5,613	

Notes

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Backpay period:

06/11/14 - 10/17/14

Claimant: Nevdoyle Santana

Interest calculated to: 8/31/2015

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	2	4/5						
2014	2	4/12						
2014	2	4/19						
2014	2	4/26						
2014	2	5/3						
2014	2	5/10						
2014	2	5/17						
2014	2	5/24						
2014	2	5/31						
2014	2	6/7						
2014	2	6/14	272					
2014	2	6/21	408					
2014	2	6/28	408					
2014	2	Total	1,088		1,088			1,088
2014	3	7/5	408					
2014	3	7/12	408					
2014	3	7/19	408					
2014	3	7/26	408					
2014	3	8/2	408					
2014	3	8/9	408					
2014	3	8/16	408					
2014	3	8/23	408					
2014	3	8/30	408					
2014	3	9/6	408	277				
2014	3	9/13	408	277				
2014	3	9/20	408	277				
2014	3	9/27	408	277				
2014	3	Total	5,304	1,108	4,196			4,196
2014	4	10/4	408	277				
2014	4	10/11	408	277				
2014	4	10/18	408	277				
2014	4	10/25						
2014	4	11/1						
2014	4	11/8						
2014	4	11/15						
2014	4	11/22						
2014	4	11/29						
2014	4	12/6						
2014	4	12/13						
2014	4	12/20						
2014	4	12/27						
2014	4	Total	1,224	831	393			393

NLRB Backpay Calculation

Case Name: Micropower Career Institute
 Case Number: 02-CA-130858

Backpay period:
 06/11/14 - 10/17/14

Interest calculated to: 8/31/2015

Claimant: Nevdoyle Santana

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses	
					Totals	5,678	-	-	5,678
					Daily Compound Interest			187	
					Total Backpay, Expenses and Interest			5,865	

Notes

Discriminatees' Schedule Pre-discrimination									
Discriminatee's Name	Pay Rate p/hr	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Hours Per Week
1 Albaret Alex	\$ 17.00		8:00 am to 5:30 pm	8:00 am to 5:30 pm		8:00 am to 5:30 pm	8:00 am to 5:30 pm		34.00
<i>Hours</i>			8.5	8.5		8.5	8.5		
2 Apuzen Valmike	\$ 15.00		8:00 am to 5:00 pm	8:00 am to 5:00 pm		8:00 am to 5:00 pm	8:00 am to 5:00 pm		32.00
<i>Hours</i>			8	8		8	8		
3 Capili Florentino	\$ 17.00	8:00 am to 5:30 pm	8:00 am to 5:30 pm	8:00 am to 5:30 pm				8:00 am to 5:30 pm	34.00
<i>Hours</i>		8.5	8.5	8.5				8.5	
4 Chowdhury Amina	\$ 15.00	8:00 am to 5:30 pm	8:00 am to 5:30 pm	8:00 am to 5:30 pm				8:00 am to 5:30 pm	34.00
<i>Hours</i>		8.5	8.5	8.5				8.5	
5 Lapid Imelda	\$ 17.00	8:00 am to 5:00 pm	8:00 am to 5:00 pm	8:00 am to 5:00 pm			8:00 am to 5:00 pm	8:00 am to 5:00 pm	40.00
<i>Hours</i>		8	8	8			8	8	
6 Mukendi Nlumba	\$ 15.00	8:00 am to 5:30 pm	8:00 am to 5:30 pm	8:00 am to 5:30 pm				8:00 am to 5:30 pm	34.00
<i>Hours</i>		8.5	8.5	8.5				8.5	
7 Nduku Felicity	\$ 15.00	8:00 am to 5:30 pm	8:00 am to 5:30 pm	8:00 am to 5:30 pm				8:00 am to 5:30 pm	34.00
<i>Hours</i>		8.5	8.5	8.5				8.5	
8 Nisbett Gwendolyn	\$ 16.00		8:00 am to 5:30 pm	8:00 am to 5:30 pm					17.00
<i>Hours</i>			8.5	8.5					
9 Sandler Greg	\$ 20.00	8:00 am to 5:30 pm						8:00 am to 5:30 pm	17.00
<i>Hours</i>		8.5						8.5	
10 Santana Nevdoyle	\$ 16.00	8:00 am to 5:30 pm				8:00 am to 5:30 pm	8:00 am to 5:30 pm		25.50
<i>Hours</i>		8.5				8.5	8.5		

Sec. 102.56 Answer to compliance specification.

(a) *Filing and service of answer; form.*—Each respondent alleged in the specification to have compliance obligations shall, within 21 days from the service of the specification, file an original and four copies of an answer thereto with the Regional Director issuing the specification, and shall immediately serve a copy thereof on the other parties. The answer to the specification shall be in writing, the original being signed and sworn to by the respondent or by a duly authorized agent with appropriate power of attorney affixed, and shall contain the mailing address of the respondent.

(b) *Contents of answer to specification.*—The answer shall specifically admit, deny, or explain each and every allegation of the specification, unless the respondent is without knowledge, in which case the respondent shall so state, such statement operating as a denial. Denials shall fairly meet the substance of the allegations of the specification at issue. When a respondent intends to deny only a part of an allegation, the respondent shall specify so much of it as is true and shall deny only the remainder. As to all matters within the knowledge of the respondent, including but not limited to the various factors entering into the computation of gross backpay, a general denial shall not suffice. As to such matters, if the respondent disputes either the accuracy of the figures in the specification or the premises on which they are based, the answer shall specifically state the basis for such disagreement, setting forth in detail the respondent's position as to the applicable premises and furnishing the appropriate supporting figures.
26 102.56-102.59 R & R

(c) *Effect of failure to answer or to plead specifically and in detail to backpay allegations of specification.*—If the respondent fails to file any answer to the specification within the time prescribed by this section, the Board may, either with or without taking evidence in support of the allegations of the specification and without further notice to the respondent, find the specification to be true and enter such order as may be appropriate. If the respondent files an answer to the specification but fails to deny any allegation of the specification in the manner required by paragraph (b) of this section, and the failure so to deny is not adequately explained, such allegation shall be deemed to be admitted to be true, and may be so found by the Board without the taking of evidence supporting such allegation, and the respondent shall be precluded from introducing any evidence controverting the allegation.

(d) *Extension of time for filing answer to specification.*—Upon the Regional Director's own motion or upon proper cause shown by any respondent, the Regional Director issuing the compliance specification and notice of hearing may by written order extend the time within which the answer to the specification shall be filed.

(e) *Amendment to answer.*—Following the amendment of the specification by the Regional Director, any respondent affected by the amendment may amend its answer thereto.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 2

MICROPOWER USA CORP.

and

Case No.02-CA-130858

UNITED FEDERATION OF TEACHERS (UFT),
LOCAL 2, NEW YORK STATE UNITED
TEACHERS (NYSUT), AFT, AMINA
CHOWDHURY AND GREG SANDLER

AFFIDAVIT OF SERVICE OF: Compliance Specification 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 **September 15, 2015**, 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:

Suresh Hiranandaney, Owner
Micropower USA Corp.
111 Dix Hwy
Dix Hills, NY 11746-6413

**CERTIFIED MAIL, RETURN RECEIPT
REQUESTED**

Lalit Chabria, President
Institute for Health Education
9 Dover Lane
Old Bethpage, NY 11804-1605

REGULAR MAIL

Daniel Esakoff, Organizer
United Federation of Teachers,
Local 2, New York State United Teachers
(NYSUT), AFT
339 Lafayette Street # 202
New York, NY 10012-2723

CERTIFIED MAIL

Amina Chowdhury
2515 Tratman Avenue
Apt. H 12
Bronx, NY 10461

CERTIFIED MAIL

Greg Sandler
5945 Shore Parkway
Apt 81
Brooklyn, NY 11236

CERTIFIED MAIL

9/15/15

Date

Lisa Coleman, Designated Agent of NLRB

Name


Signature

GENERAL COUNSEL EXHIBIT - C -

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
Region 2

MICROPOWER USA CORP.

And

PROFESSIONALS AT MICROPOWER NEW
YORK STATE UNITED TEACHERS
and
GREG SANDLER, AN INDIVIDUAL
and
AMINA CHOWDHURY, AN INDIVIDUAL

Cases

02-CA-130858

02-CA-132236

02-CA-132592

02-CA-132830

**ORDER AMENDING COMPLIANCE SPECIFICATION, AMENDED COMPLIANCE
SPECIFICATION, AND NOTICE OF HEARING**

A Compliance Specification and Notice of Hearing issued on August 31, 2015. IT IS ORDERED, pursuant to Section 102.55(c) of the Board's Rules and Regulations that the above Compliance Specification is amended as set forth herein and this amended compliance specification issues as set forth below:

The National Labor Relations Board, herein referred to as the Board, having on March 31, 2015, issued its Decision and Order reported at 362 NLRB No. 63, directing Micropower USA Corp., herein Respondent, among other things, to offer reinstatement to employees Alex Albaret, Valmike Apuzen, Florentino Capili, Amina Chowdhury, Imelda Lapid, Ntumba Mukendi, Felicity Nduku, Gwendolyn Nisbett, Greg Sandler, and

Nevdoyle Santana, in the event that Respondent resumes the same or similar business operations, and to make them whole for any loss of earnings and other benefits suffered since June 2014, as a result of the discrimination against them in violation of Section 8(a)(1), (3) and (5) of the National Labor Relations Act; and controversy having arisen concerning the amount of backpay due under the terms of the Board's Order; the undersigned Acting Regional Director of the National Labor Relations Board for Region 2, pursuant to the authority duly conferred upon me by the Board, hereby issues this Compliance Specification and Notice of Hearing and alleges that the backpay due under the Board's Order is as follows:

1.

- a) The backpay periods for Valmike Apuzen, Florentino Capili, Imelda Lapid, Ntumba Mukendi, Felicity Nduku, and Nevdoyle Santana begin June 11, 2014¹, and end October 17, 2014, day when Respondent ceased its operations.
- b) The backpay period for Alex Albaret begins June 11, 2014², and ends with his reinstatement, June 20, 2014.
- c) The backpay period for Gwendolyn Nisbett begins June 11, 2014³ and ends with her reinstatement, June 22, 2014.
- d) The backpay periods for Amina Chowdhury and Greg Sandler begin the date of their employment termination with Respondent, June 28, 2015, and end October 17, 2014, day when Respondent ceased its operations.

¹ Teachers who had engaged in strike made an unconditional offer to return to their former positions of employment on June 10, 2015.

² See above.

³ See above (1).

2.

An appropriate measure of the quarterly gross backpay due Alex Albaret, Valmike Apuzen, Florentino Capili, Amina Chowdhury, Imelda Lapid, Ntumba Mukendi, Felicity Nduku, Gwendolyn Nisbett, Greg Sandler, and Nevdoyle Santana, is based on prior hours worked while in the Respondent's employment, at the most recent rate of pay, as reported by discriminatees during telephone interviews⁴ with the Region.

3.

- a) Exhibit A contains gross backpay and net backpay calculations for each named-discriminatee. Quarterly gross backpay is the total wages discriminatees would have received in each calendar quarter, or portions thereof, during their respective backpay periods.
- b) Gross backpay, as set forth in Column titled "Gross Backpay", is based on the discriminatees' respective hours and pay rate⁵ during the pre-discrimination period.
- c) Gross backpay for Alex Albaret, Valmike Apuzen, Florentino Capili, Imelda Lapid, Ntumba Mukendi, Felicity Nduku, Gwendolyn Nisbett, and Nevdoyle Santana, for the first week in the backpay period, the week ending June 14, 2014, is prorated since the backpay period began in the middle of the week, on Wednesday, June 11, 2014. The gross backpay for that week was calculated using the pre-discrimination schedule for each discriminatee (Exhibit B).

⁴ Respondent has failed to provide the Region with evidence necessary to make a more precise calculation of Respondent's backpay obligations; therefore all calculations are based on information gathered during telephone interviews with discriminatees.

⁵ Hourly pay rate for each discriminatee is listed in Exhibit B.

- d) Gross backpay for Amina Chowdhury and Greg Sandler, for the first week in their backpay period, the week ending June 28, 2014, is prorated since the backpay period began on the last days of that week, on Saturday June 28, 2014, and Chowdhury and Sandler were scheduled to work that day (Exhibit B).
- e) Gross backpay for the last week included in Florentino Capili's, Amina Chowdhury's, Imelda Lapid's, Ntumba Mukendi's, Felicity Nduku's, and Greg Sandler's backpay period, the week ending October 18, 2014, is prorated because the backpay period ended on October 17, 2014, the date of the Respondent's closing. The gross backpay for that week was calculated by deducting the hours that Florentino Capili, Amina Chowdhury, Imelda Lapid, Felicity Nduku, and Greg Sandler would have worked on Saturday October 18, 2014 had the Respondent not ceased its operations.

4.

- a) Quarterly gross interim earnings earned during the backpay period are estimated weekly based on the discriminatees' reported earnings working for interim employers, and are included in Columns titled "Quarter Interim Earnings" of Exhibit A for each quarter of each respective discriminatee's report.
- b) While working for Respondent during the pre-discrimination period, Valmike Apuzen received additional earnings from supplemental employment at a different location of the Respondent.
- c) The interim earnings Valmike Apuzen received from supplemental employment during the backpay period are not offset against gross backpay because the hours at

the supplemental employment did not increase during the backpay period.

- d) Earnings from additional hours of work from supplemental interim employers are to be included in the quarterly gross interim earnings contained in Columns titled "Quarter Interim Earnings" of Exhibit A for each quarter of each respective discriminatee.
- e) The interim earnings Amina Chowdhury and Nevdoyle Santana received from supplemental employment for work performed on days they were not scheduled to work for the Respondent are not offset against gross backpay.

5.

Net backpay is the difference between each discriminatee's quarterly gross backpay and his/hers quarterly interim earnings (Columns titled "Gross Backpay" – "Quarter Interim earnings") and is contained in Column titled "Net Backpay" of Exhibit A for each quarter of each respective discriminatee.

6.

The total net backpay due Alex Albaret, Valmike Apuzen, Florentino Capili, Amina Chowdhury, Imelda Lapid, Ntumba Mukendi, Felicity Nduku, Gwendolyn Nisbett, Greg Sandler, and Nevdoyle Santana is the sum of the calendar quarter amounts of net backpay and expenses⁶ due them, and is set forth at the bottom of Column titled "Net Backpay and Expenses" of each discriminatee report in Exhibit A, on the line marked "Totals."

⁶ Discriminatees did not report any interim expenses.

Summarizing the facts and calculations specified above, the obligation of Respondent with respect to the amount of backpay will be satisfied by payment to Alex Albaret, Valmike Apuzen, Florentino Capili, Amina Chowdhury, Imelda Lapid, Ntumba Mukendi, Felicity Nduku, Gwendolyn Nisbett, Greg Sandler, and Nevdoyle Santana in the amounts set forth below, opposite their names, plus interest to date of payment, minus the withholding tax from the net backpay amounts as required by Federal, State and City laws:

<u>Discriminatee's Name</u>		<u>Net (Taxable) Backpay</u>
Albaret	Alex	\$ 867.00
Apuzen	Valmike	\$ 8,880.00
Capili	Florentino	\$ 10,405.00
Chowdhury	Amina	\$ 6,900.00
Lapid	Imelda	\$ 11,994.00
Mukendi	Ntumba	\$ 9,181.00
Nduku	Felicity	\$ 9,180.00
Nisbett	Gwendolyn	\$ 272.00
Sandler	Greg	\$ 5,440.00
Santana	Nevdoyle	\$ 5,678.00

8.

Interest is compounded daily in all amounts due discriminatees. Respondent's interest obligation continues to accrue until all backpay and expenses are paid. Interest is computed using the rates and method established by the Board.

9.

It is appropriate that Respondent be required to submit documentation to the Social Security Administration in order to allocate discriminatees' backpay to the appropriate periods, at the time backpay is paid.

10.

In accordance with *Don Chavas, LLC d/b/a Tortillas Don Chavas and Mariela Soto and Anahi Figueroa*⁷, discriminatees are entitled to be compensated for the adverse tax consequences of receiving the lump-sum backpay for a period over 1-year. If not for the unfair labor practice committed by Respondent, the backpay award for discriminatees would have been paid over more than one year rather than paid in the year Respondent makes final payment in this case. The backpay for this case should have been earned and paid in 2014 rather than in 2015⁸

11.

In order to determine what the appropriate excess tax award should be, the amount of federal and state taxes need to be determined for the backpay as if the monies were paid when they were earned throughout the backpay period, as described below in paragraph 16. Also, the amount of federal and state taxes need to be calculated for the lump sum payment if the payment was made this year, as described below in paragraph 17(b). The excess tax liability was calculated as the difference between these two amounts.

12.

The amount of Taxable Income for 2014 is based on the calculations for backpay in this compliance specification. Using this Taxable Income for 2014, federal and state

⁷ 361 NLRB No. 10 (August 8, 2014)

⁸ All information, including the amounts owed will need to be updated to reflect the actual year of payment.

taxes were calculated using the federal and state tax rates for 2014⁹ The federal rates are based on the discriminatees' filing taxes in the status corresponding their names:

<u>Discriminatee's Name</u>		<u>Filing Status</u>
Albaret	Alex	Single
Apuzen	Valmike	Head of Household
Capili	Florentino	Married Filing Jointly
Chowdhury	Amina	Single
Lapid	Imelda	Single
Mukendi	Ntumba	Single
Nduku	Felicity	Single
Nisbett	Gwendolyn	Married Filing Jointly
Sandler	Greg	Single
Santana	Nevdoyle	Single

13.

The amount of taxes owed for 2014 would have been the amounts set forth in Exhibit D, row titled "2014", under columns "Federal Tax" and "State Tax" respectively, for each discriminatee. The total of these amounts are as follows for each discriminatee:

<u>Discriminatee's Name</u>		<u>Federal Tax</u>	<u>State Tax</u>
Albaret	Alex	\$ 87.00	\$ 56.00
Apuzen	Valmike	\$ 888.00	\$ 537.00
Capili	Florentino	\$ 1,041.00	\$ 667.00
Chowdhury	Amina	\$ 690.00	\$ 442.00
Lapid	Imelda	\$ 1,345.00	\$ 726.00
Mukendi	Ntumba	\$ 923.00	\$ 589.00
Nduku	Felicity	\$ 923.00	\$ 588.00
Nisbett	Gwendolyn	\$ 27.00	\$ 17.00
Sandler	Greg	\$ 544.00	\$ 329.00
Santana	Nevdoyle	\$ 568.00	\$ 364.00

⁹ The actual federal tax rates were used, while the state's average tax rate was used for these previous years.

14.

The total amount of the lump sum award that is subject to this excess tax award is set forth below¹⁰. The amount of the lump sum award and the net taxable backpay award are the same in this case because the backpay period begins and ends in 2014. The total of this amount is as follows for each discriminatee:

<u>Discriminatee's Name</u>		<u>Federal Tax</u>	<u>State Tax</u>
Albaret	Alex	\$ 87.00	\$ 56.00
Apuzen	Valmike	\$ 888.00	\$ 537.00
Capili	Florentino	\$ 1,041.00	\$ 667.00
Chowdhury	Amina	\$ 690.00	\$ 442.00
Lapid	Imelda	\$ 1,338.00	\$ 726.00
Mukendi	Ntumba	\$ 918.00	\$ 589.00
Nduku	Felicity	\$ 918.00	\$ 588.00
Nisbett	Gwendolyn	\$ 27.00	\$ 17.00
Sandler	Greg	\$ 544.00	\$ 329.00
Santana	Nevdoyle	\$ 568.00	\$ 364.00

15.

The adverse tax consequence is the difference between the amount of taxes on the lump sum amount being paid in 2015, in the amounts for each discriminatee listed below:

<u>Discriminatee's Name</u>		<u>Federal Tax</u>	<u>State Tax</u>
Albaret	Alex	\$ 87.00	\$ 56.00
Apuzen	Valmike	\$ 888.00	\$ 537.00
Capili	Florentino	\$ 1,041.00	\$ 667.00
Chowdhury	Amina	\$ 690.00	\$ 442.00
Lapid	Imelda	\$ 1,338.00	\$ 726.00
Mukendi	Ntumba	\$ 918.00	\$ 589.00
Nduku	Felicity	\$ 918.00	\$ 588.00
Nisbett	Gwendolyn	\$ 27.00	\$ 17.00
Sandler	Greg	\$ 544.00	\$ 329.00
Santana	Nevdoyle	\$ 568.00	\$ 364.00

¹⁰ The lump sum amount does not include interest on the amount of backpay owed. Interest should be included in the lump sum amount; however interest continues to accrue until the payment is made. The lump sum amount will need to be adjusted when backpay is paid to the discriminatee to include interest.

a) The lump sum amount is based on the backpay calculations described in this specification. The amount of taxes owed in 2015 is based on the current federal and state tax rates¹¹ and on the fact that the discriminatees' will be filing income taxes in the status corresponding their names:

<u>Discriminatee's Name</u>		<u>Filing Status</u>
Albaret	Alex	Single
Apuzen	Valmike	Head of Household
Capili	Florentino	Married Filing Jointly
Chowdhury	Amina	Single
Lapid	Imelda	Single
Mukendi	Ntumba	Single
Nduku	Felicity	Single
Nisbett	Gwendolyn	Married Filing Jointly
Sandler	Greg	Single
Santana	Nevdoyle	Single

b) The amount of taxes owed on the lump sum for federal and state tax are as follows for each discriminatee:

<u>Discriminatee's Name</u>		<u>Federal Tax</u>	<u>State Tax</u>
Albaret	Alex	\$ 87.00	\$ 56.00
Apuzen	Valmike	\$ 888.00	\$ 537.00
Capili	Florentino	\$ 1,041.00	\$ 667.00
Chowdhury	Amina	\$ 690.00	\$ 442.00
Lapid	Imelda	\$ 1,338.00	\$ 726.00
Mukendi	Ntumba	\$ 918.00	\$ 589.00
Nduku	Felicity	\$ 918.00	\$ 588.00
Nisbett	Gwendolyn	\$ 27.00	\$ 17.00
Sandler	Greg	\$ 544.00	\$ 329.00
Santana	Nevdoyle	\$ 568.00	\$ 364.00

¹¹ The actual federal tax rates were used for the current year, while an average state tax rate for the current year was used.

16.

The adverse tax consequence is the difference between the amount of taxes on the lump sum amount being paid in 2015, in the amounts for each discriminatee listed below:

<u>Discriminatee's Name</u>		<u>Federal Tax</u>	<u>State Tax</u>
Albaret	Alex	\$ 87.00	\$ 56.00
Apuzen	Valmike	\$ 888.00	\$ 537.00
Capili	Florentino	\$ 1,041.00	\$ 667.00
Chowdhury	Amina	\$ 690.00	\$ 442.00
Lapid	Imelda	\$ 1,338.00	\$ 726.00
Mukendi	Ntumba	\$ 918.00	\$ 589.00
Nduku	Felicity	\$ 918.00	\$ 588.00
Nisbett	Gwendolyn	\$ 27.00	\$ 17.00
Sandler	Greg	\$ 544.00	\$ 329.00
Santana	Nevdoyle	\$ 568.00	\$ 364.00

and the amount of taxes that would have been charged if these amounts were paid when the backpay was earned in 2014, as listed for each discriminatee below:

<u>Discriminatee's Name</u>		<u>Federal Tax</u>	<u>State Tax</u>
Albaret	Alex	\$ 87.00	\$ 56.00
Apuzen	Valmike	\$ 888.00	\$ 537.00
Capili	Florentino	\$ 1,041.00	\$ 667.00
Chowdhury	Amina	\$ 690.00	\$ 442.00
Lapid	Imelda	\$ 1,345.00	\$ 726.00
Mukendi	Ntumba	\$ 923.00	\$ 589.00
Nduku	Felicity	\$ 923.00	\$ 588.00
Nisbett	Gwendolyn	\$ 27.00	\$ 17.00
Sandler	Greg	\$ 544.00	\$ 329.00
Santana	Nevdoyle	\$ 568.00	\$ 364.00

Thus the excess tax liability for each discriminatee is as follows:

<u>Discriminatee's Name</u>		<u>Federal Tax</u>	<u>State Tax</u>
Albaret	Alex	\$ 0.00	\$ 0.00
Apuzen	Valmike	\$ 0.00	\$ 0.00
Capili	Florentino	\$ 0.00	\$ 0.00
Chowdhury	Amina	\$ 0.00	\$ 0.00
Lapid	Imelda	\$ 0.00	\$ 0.00
Mukendi	Ntumba	\$ 0.00	\$ 0.00
Nduku	Felicity	\$ 0.00	\$ 0.00
Nisbett	Gwendolyn	\$ 0.00	\$ 0.00
Sandler	Greg	\$ 0.00	\$ 0.00
Santana	Nevdoyle	\$ 0.00	\$ 0.00

17

The excess tax liability payment that is to be made to discriminatees Alex Albaret, Valmike Apuzen, Florentino Capili, Amina Chowdhury, Imelda Lapid, Ntumba Mukendi, Felicity Nduku, Gwendolyn Nisbett, Greg Sandler, and Nevdoyle Santana is also taxable income and causes additional tax liabilities. This amount is called the incremental tax liability. The incremental tax includes all of the taxes that discriminatees will owe on the excess tax payment. This incremental tax is calculated using the federal tax rate used for calculating taxes for the backpay award and that average state tax rate for 2015. This amount for each discriminatee is summarized as follows:

<u>Discriminatee's Name</u>		<u>Incremental Tax</u>
Albaret	Alex	\$ 0.00
Apuzen	Valmike	\$ 0.00
Capili	Florentino	\$ 0.00
Chowdhury	Amina	\$ 0.00
Lapid	Imelda	\$ 0.00
Mukendi	Ntumba	\$ 0.00
Nduku	Felicity	\$ 0.00
Nisbett	Gwendolyn	\$ 0.00
Sandler	Greg	\$ 0.00
Santana	Nevdoyle	\$ 0.00

18.

The Total Excess Taxes is the total tax consequence for discriminatees Alex Albaret, Valmike Apuzen, Florentino Capili, Amina Chowdhury, Imelda Lapid, Ntumba Mukendi, Felicity Nduku, Gwendolyn Nisbett, Greg Sandler, and Nevdoyle Santana receiving a lump-sum award covering a backpay period longer than 1-year. The Total Excess Taxes owed to discriminatees is determined by adding the Excess Taxes and Incremental Taxes is summarized as follows:

<u>Discriminatee's Name</u>		<u>Excess Taxes</u>	
Albaret	Alex	\$	0.00
Apuzen	Valmike	\$	0.00
Capili	Florentino	\$	0.00
Chowdhury	Amina	\$	0.00
Lapid	Imelda	\$	0.00
Mukendi	Ntumba	\$	0.00
Nduku	Felicity	\$	0.00
Nisbett	Gwendolyn	\$	0.00
Sandler	Greg	\$	0.00
Santana	Nevdoyle	\$	0.00

20.

Summarizing the facts and calculations specified above, and in the Exhibits, Respondent is liable for the backpay due discriminatees Alex Albaret, Valmike Apuzen, Florentino Capili, Amina Chowdhury, Imelda Lapid, Ntumba Mukendi, Felicity Nduku, Gwendolyn Nisbett, Greg Sandler, and Nevdoyle Santana as described above. The obligation of Respondent to make them whole under the Board Order will be discharged by payment to discriminatees in the amounts set forth below, opposite their names, plus interest and tax on interest accrued to the date of payment and excess tax liability as described above in paragraphs 10-19¹², pursuant to such Order, minus tax

¹² The amount of excess tax liability would need to be updated to reflect the actual date of payment and to account for the excess tax liability on interest owed.

withholding by Federal and State laws:

<u>Discriminatee's Name</u>	<u>Net (Taxable) Backpay</u>	<u>Excess Tax Owed</u>
Albaret Alex	\$ 867.00	\$0.00
Apuzen Valmike	\$ 8,880.00	\$0.00
Capili Florentino	\$ 10,405.00	\$0.00
Chowdhury Amina	\$ 6,900.00	\$0.00
Lapid Imelda	\$ 11,994.00	\$0.00
Mukendi Ntumba	\$ 9,181.00	\$0.00
Nduku Felicity	\$ 9,180.00	\$0.00
Nisbett Gwendolyn	\$ 272.00	\$0.00
Sandler Greg	\$ 5,440.00	\$0.00
Santana Nevdoyle	\$ 5,678.00	\$0.00

21.

The obligation of Respondent to make discriminatees Alex Albaret, Valmike Apuzen, Florentino Capili, Amina Chowdhury, Imelda Lapid, Ntumba Mukendi, Felicity Nduku, Gwendolyn Nisbett, Greg Sandler, and Nevdoyle Santana whole under the Board Order will be discharged by payment to discriminatees in the amounts set forth above, in paragraph twenty (20), plus interest to the date of payment, pursuant to such Order, minus tax withholding by Federal, State, and City laws.

22.

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

Respondent is notified that, pursuant to Section 102.56 of the Board's Rules and Regulations, it must file an answer to the compliance specification. The answer must be

received by this office on or before **October 6, 2015**, or postmarked on or before **October 5, 2015**. Unless filed electronically in a PDF format, 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 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 E-Gov, then click on the E-Filing link on the pull-down menu. Click on the "File Documents" button under "Regional, Subregional and Resident Offices" and then follow the directions. 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 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 and sworn to by the respondent or by a duly authorized agent with appropriate power of attorney affixed. 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 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 be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission.

As to all matters set forth in the compliance specification that are within the knowledge of 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, the answer must state the basis for any disagreement with any allegations that are within the Respondent's knowledge, and set forth in detail Respondent's position as to the applicable premises and furnish the appropriate supporting figures.

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

NOTICE OF HEARING

Respondent is notified that, pursuant to Section 102.56 of the Board's Rules and Regulations, it must file an answer to the compliance specification. The answer must be

received by this office on or before October 6, 2015, or postmarked on or before October 5, 2015. Unless filed electronically in a PDF format, 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.

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

PLEASE TAKE NOTICE THAT on November 17, 2015 at 9:30 am in an available hearing room at 26 Federal Plaza #3614 New York, NY, 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 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 New York, NY,
this 15th day of September 2015.



Leah Z. Jaffe, Acting Regional Director
Region 2
National Labor Relations Board
26 Federal Plaza Ste 3614
New York, New York 10278

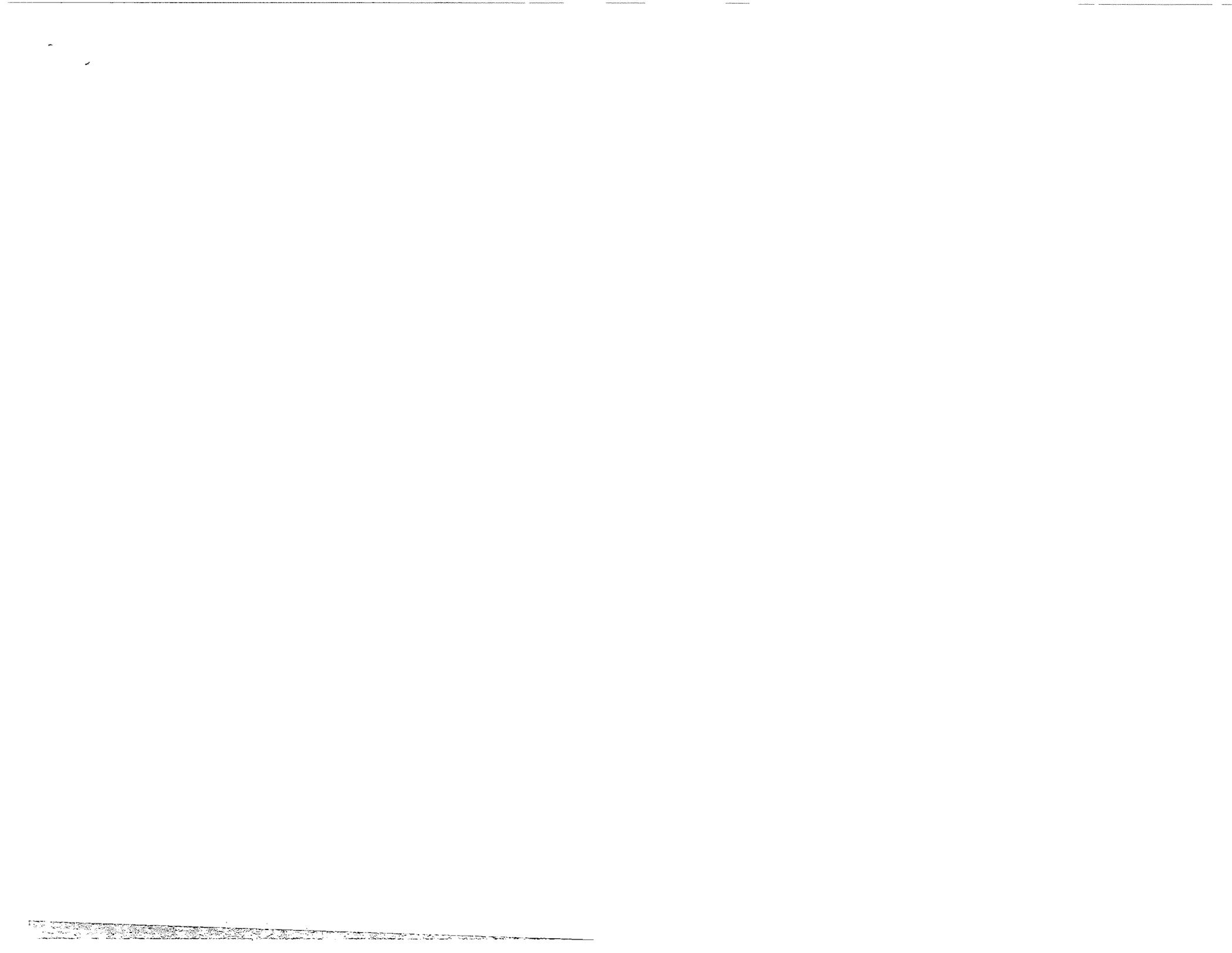


EXHIBIT A

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Claimant: Alex Albaret

Backpay period: 06/11/2014 .. 06/20/2014

Interest calculated to: 8/31/2015

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	2	4/5						
2014	2	4/12						
2014	2	4/19						
2014	2	4/26						
2014	2	5/3						
2014	2	5/10						
2014	2	5/17						
2014	2	5/24						
2014	2	5/31						
2014	2	6/7						
2014	2	6/14	289					
2014	2	6/21	578					
2014	2	6/28						
2014	2	Total	867		867	-		867

Totals	867	-	-	867
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Daily Compound Interest	32
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Total Backpay, Expenses and Interest	899
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Notes

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Backpay period:

06/11/14 - 10/17/14

Claimant: Valmike Apuzen

Interest calculated to: 8/31/2015

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	2	4/5						
2014	2	4/12						
2014	2	4/19						
2014	2	4/26						
2014	2	5/3						
2014	2	5/10						
2014	2	5/17						
2014	2	5/24						
2014	2	5/31						
2014	2	6/7						
2014	2	6/14	240					
2014	2	6/21	480					
2014	2	6/28	480					
2014	2	Total	1,200		1,200	-		1,200
2014	3	7/5	480					
2014	3	7/12	480					
2014	3	7/19	480					
2014	3	7/26	480					
2014	3	8/2	480					
2014	3	8/9	480					
2014	3	8/16	480					
2014	3	8/23	480					
2014	3	8/30	480					
2014	3	9/6	480					
2014	3	9/13	480					
2014	3	9/20	480					
2014	3	9/27	480					
2014	3	Total	6,240		6,240	-		6,240
2014	4	10/4	480					
2014	4	10/11	480					
2014	4	10/18	480					
2014	4	10/25						
2014	4	11/1						
2014	4	11/8						
2014	4	11/15						
2014	4	11/22						
2014	4	11/29						
2014	4	12/6						
2014	4	12/13						
2014	4	12/20						
2014	4	12/27						
2014	4	Total	1,440		1,440	-		1,440

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Backpay period:

06/11/14 - 10/17/14

Interest
calculated to:

8/31/2015

Claimant: **Valmike Apuzen**

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses	
					Totals	8,880	-	-	8,880
					Daily Compound Interest			287	
					Total Backpay, Expenses and Interest			9,167	

Notes

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Backpay period:

Claimant: Florentino Capili

06/11/14 - 10/17/14

Interest calculated to: 8/31/2015

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	2	4/5						
2014	2	4/12						
2014	2	4/19						
2014	2	4/26						
2014	2	5/3						
2014	2	5/10						
2014	2	5/17						
2014	2	5/24						
2014	2	5/31						
2014	2	6/7						
2014	2	6/14	145					
2014	2	6/21	578					
2014	2	6/28	578					
2014	2	Total	1,301		1,301			1,301
2014	3	7/5	578					
2014	3	7/12	578					
2014	3	7/19	578					
2014	3	7/26	578					
2014	3	8/2	578					
2014	3	8/9	578					
2014	3	8/16	578					
2014	3	8/23	578					
2014	3	8/30	578					
2014	3	9/6	578					
2014	3	9/13	578					
2014	3	9/20	578					
2014	3	9/27	578					
2014	3	Total	7,514		7,514	-		7,514
2014	4	10/4	578					
2014	4	10/11	578					
2014	4	10/18	434					
2014	4	10/25						
2014	4	11/1						
2014	4	11/8						
2014	4	11/15						
2014	4	11/22						
2014	4	11/29						
2014	4	12/6						
2014	4	12/13						
2014	4	12/20						
2014	4	12/27						
2014	4	Total	1,590		1,590	-	-	1,590

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Backpay period: 06/11/14 - 10/17/14
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Claimant: Florentino Capili

Interest calculated to: 8/31/2015

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
Totals					10,405	-	-	10,405
Daily Compound Interest								336
Total Backpay, Expenses and Interest								10,740

Notes

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Backpay period:

06/28/14 - 10/17/14

Interest calculated to: 8/31/2015

Claimant: Amina Chowdhury

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	2	4/5						
2014	2	4/12						
2014	2	4/19						
2014	2	4/26						
2014	2	5/3						
2014	2	5/10						
2014	2	5/17						
2014	2	5/24						
2014	2	5/31						
2014	2	6/7						
2014	2	6/14						
2014	2	6/21						
2014	2	6/28	128					
2014	2	Total	128		128	-		128
2014	3	7/5	510					
2014	3	7/12	510					
2014	3	7/19	510					
2014	3	7/26	510					
2014	3	8/2	510					
2014	3	8/9	510					
2014	3	8/16	510					
2014	3	8/23	510					
2014	3	8/30	510					
2014	3	9/6	510	180				
2014	3	9/13	510	180				
2014	3	9/20	510	180				
2014	3	9/27	510	180				
2014	3	Total	6,630	720	5,910			5,910
2014	4	10/4	510	180				
2014	4	10/11	510	180				
2014	4	10/18	383	180				
2014	4	10/25						
2014	4	11/1						
2014	4	11/8						
2014	4	11/15						
2014	4	11/22						
2014	4	11/29						
2014	4	12/6						
2014	4	12/13						
2014	4	12/20						
2014	4	12/27						
2014	4	Total	1,403	540	863	-		863

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Backpay period:

06/28/14 - 10/17/14

Interest
calculated to:

8/31/2015

Claimant: Amina Chowdhury

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
Totals					6,900	-	-	6,900
Daily Compound Interest								220
Total Backpay, Expenses and Interest								7,120

Notes

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Backpay period:

06/11/14 - 10/17/14

Claimant: Imelda Lapid

Interest calculated to: 8/31/2015

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	2	4/5						
2014	2	4/12						
2014	2	4/19						
2014	2	4/26						
2014	2	5/3						
2014	2	5/10						
2014	2	5/17						
2014	2	5/24						
2014	2	5/31						
2014	2	6/7						
2014	2	6/14	272					
2014	2	6/21	680					
2014	2	6/28	680					
2014	2	Total	1,632		1,632	-		1,632
2014	3	7/5	680					
2014	3	7/12	680					
2014	3	7/19	680					
2014	3	7/26	680					
2014	3	8/2	680					
2014	3	8/9	680					
2014	3	8/16	680					
2014	3	8/23	680					
2014	3	8/30	680					
2014	3	9/6	680					
2014	3	9/13	680					
2014	3	9/20	680					
2014	3	9/27	680					
2014	3	Total	8,840		8,840			8,840
2014	4	10/4	680					
2014	4	10/11	680	128				
2014	4	10/18	544	255				
2014	4	10/25						
2014	4	11/1						
2014	4	11/8						
2014	4	11/15						
2014	4	11/22						
2014	4	11/29						
2014	4	12/6						
2014	4	12/13						
2014	4	12/20						
2014	4	12/27						
2014	4	Total	1,904	383	1,522	-		1,522

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Backpay period:

06/11/14 - 10/17/14

Interest
calculated to:

8/31/2015

Claimant: Imelda Lapid

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
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Totals					11,994	-	-	11,994
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Daily Compound Interest

389

Total Backpay, Expenses and
Interest

12,383

Notes

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Backpay period:

06/11/14 - 10/17/14

Claimant: Ntumba Mukendi

Interest calculated to: 8/31/2015

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	2	4/5						
2014	2	4/12						
2014	2	4/19						
2014	2	4/26						
2014	2	5/3						
2014	2	5/10						
2014	2	5/17						
2014	2	5/24						
2014	2	5/31						
2014	2	6/7						
2014	2	6/14	128					
2014	2	6/21	510					
2014	2	6/28	510					
2014	2	Total	1,148		1,148	-	-	1,148
2014	3	7/5	510					
2014	3	7/12	510					
2014	3	7/19	510					
2014	3	7/26	510					
2014	3	8/2	510					
2014	3	8/9	510					
2014	3	8/16	510					
2014	3	8/23	510					
2014	3	8/30	510					
2014	3	9/6	510					
2014	3	9/13	510					
2014	3	9/20	510					
2014	3	9/27	510					
2014	3	Total	6,630		6,630	-	-	6,630
2014	4	10/4	510					
2014	4	10/11	510					
2014	4	10/18	383					
2014	4	10/25						
2014	4	11/1						
2014	4	11/8						
2014	4	11/15						
2014	4	11/22						
2014	4	11/29						
2014	4	12/6						
2014	4	12/13						
2014	4	12/20						
2014	4	12/27						
2014	4	Total	1,403	-	1,403	-	-	1,403

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Backpay period:

06/11/14 - 10/17/14

Interest calculated to: 8/31/2015

Claimant: Ntumba Mukendi

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
Totals					9,181	-	-	9,181
Daily Compound Interest								296
Total Backpay, Expenses and Interest								9,477

Notes

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Backpay period:

Claimant: Felicity Nduku

06/11/14 - 10/17/14

Interest calculated to: 8/31/2015

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	2	4/5						
2014	2	4/12						
2014	2	4/19						
2014	2	4/26						
2014	2	5/3						
2014	2	5/10						
2014	2	5/17						
2014	2	5/24						
2014	2	5/31						
2014	2	6/7						
2014	2	6/14	128					
2014	2	6/21	510					
2014	2	6/28	510					
2014	2	Total	1,148		1,148	-	-	1,148
2014	3	7/5	510					
2014	3	7/12	510					
2014	3	7/19	510					
2014	3	7/26	510					
2014	3	8/2	510					
2014	3	8/9	510					
2014	3	8/16	510					
2014	3	8/23	510					
2014	3	8/30	510					
2014	3	9/6	510					
2014	3	9/13	510					
2014	3	9/20	510					
2014	3	9/27	510					
2014	3	Total	6,630		6,630			6,630
2014	4	10/4	510					
2014	4	10/11	510					
2014	4	10/18	383					
2014	4	10/25						
2014	4	11/1						
2014	4	11/8						
2014	4	11/15						
2014	4	11/22						
2014	4	11/29						
2014	4	12/6						
2014	4	12/13						
2014	4	12/20						
2014	4	12/27						
2014	4	Total	1,403		1,403			1,403

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Claimant: Felicity Nduku

Backpay period:

06/11/14 - 10/17/14

Interest
calculated to:

8/31/2015

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
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Totals					9,180	-	-	9,180
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Daily Compound Interest								296
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Total Backpay, Expenses and Interest								9,476
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Notes

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Backpay period:

06/11/14 - 06/22/14

Interest
calculated to:

8/31/2015

Claimant: Gwendolyn Nisbett

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	2	4/5						
2014	2	4/12						
2014	2	4/19						
2014	2	4/26						
2014	2	5/3						
2014	2	5/10						
2014	2	5/17						
2014	2	5/24						
2014	2	5/31						
2014	2	6/7						
2014	2	6/14	-					
2014	2	6/21	272					
2014	2	6/28	-					
2014	2	Total	272		272	-		272

Totals	272	-	-	272
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Daily Compound Interest 10

Total Backpay, Expenses and Interest 282

Notes

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Backpay period:

Claimant: Greg Sandler

06/28/14 - 10/17/14

Interest calculated to: 8/31/2015

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	2	4/5						
2014	2	4/12						
2014	2	4/19						
2014	2	4/26						
2014	2	5/3						
2014	2	5/10						
2014	2	5/17						
2014	2	5/24						
2014	2	5/31						
2014	2	6/7						
2014	2	6/14						
2014	2	6/21						
2014	2	6/28	170					
2014	2	Total	170		170	-		170
2014	3	7/5	340					
2014	3	7/12	340					
2014	3	7/19	340					
2014	3	7/26	340					
2014	3	8/2	340					
2014	3	8/9	340					
2014	3	8/16	340					
2014	3	8/23	340					
2014	3	8/30	340					
2014	3	9/6	340					
2014	3	9/13	340					
2014	3	9/20	340					
2014	3	9/27	340					
2014	3	Total	4,420		4,420	-	-	4,420
2014	4	10/4	340					
2014	4	10/11	340					
2014	4	10/18	170					
2014	4	10/25						
2014	4	11/1						
2014	4	11/8						
2014	4	11/15						
2014	4	11/22						
2014	4	11/29						
2014	4	12/6						
2014	4	12/13						
2014	4	12/20						
2014	4	12/27						
2014	4	Total	850		850	-	-	850

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Backpay period:

06/28/14 - 10/17/14

Interest
calculated to:

8/31/2015

Claimant: Greg Sandler

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
Totals					5,440	-	-	5,440
Daily Compound Interest								173
Total Backpay, Expenses and Interest								5,613

Notes

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Backpay period:

Claimant: Nevdoyle Santana

06/11/14 - 10/17/14

Interest calculated to: 8/31/2015

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
2014	2	4/5						
2014	2	4/12						
2014	2	4/19						
2014	2	4/26						
2014	2	5/3						
2014	2	5/10						
2014	2	5/17						
2014	2	5/24						
2014	2	5/31						
2014	2	6/7						
2014	2	6/14	272					
2014	2	6/21	408					
2014	2	6/28	408					
2014	2	Total	1,088		1,088	-	-	1,088
2014	3	7/5	408					
2014	3	7/12	408					
2014	3	7/19	408					
2014	3	7/26	408					
2014	3	8/2	408					
2014	3	8/9	408					
2014	3	8/16	408					
2014	3	8/23	408					
2014	3	8/30	408					
2014	3	9/6	408	277				
2014	3	9/13	408	277				
2014	3	9/20	408	277				
2014	3	9/27	408	277				
2014	3	Total	5,304	1,108	4,196	-	-	4,196
2014	4	10/4	408	277				
2014	4	10/11	408	277				
2014	4	10/18	408	277				
2014	4	10/25						
2014	4	11/1						
2014	4	11/8						
2014	4	11/15						
2014	4	11/22						
2014	4	11/29						
2014	4	12/6						
2014	4	12/13						
2014	4	12/20						
2014	4	12/27						
2014	4	Total	1,224	831	393	-	-	393

NLRB Backpay Calculation

Case Name: Micropower Career Institute

Case Number: 02-CA-130858

Backpay period:

06/11/14 - 10/17/14

Interest calculated to: 8/31/2015

Claimant: Nevdoyle Santana

Year	Qtr	Week End	Gross Backpay	Quarter Interim Earnings	Net Backpay	Interim Expenses	Medical Expenses	Net Backpay & Expenses
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Totals					5,678	-	-	5,678
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Daily Compound Interest								187
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Total Backpay, Expenses and Interest								5,865
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Notes

EXHIBIT B

Discriminatees' Schedule Pre-discrimination									
Discriminatee's Name	Pay Rate p/hr	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Hours Per Week
1 Alharet Alex	\$ 17.00		8:00 am to 5:30 pm	8:00 am to 5:30 pm		8:00 am to 5:30 pm	8:00 am to 5:30 pm		
Hours			8.5	8.5		8.5	8.5		34.00
2 Apuzen Valmike	\$ 15.00		8:00 am to 5:00 pm	8:00 am to 5:00 pm		8:00 am to 5:00 pm	8:00 am to 5:00 pm		
Hours			8	8		8	8		32.00
3 Capili Florentino	\$ 17.00	8:00 am to 5:30 pm	8:00 am to 5:30 pm	8:00 am to 5:30 pm				8:00 am to 5:30 pm	
Hours		8.5	8.5	8.5				8.5	34.00
4 Chowdhury Amina	\$ 15.00	8:00 am to 5:30 pm	8:00 am to 5:30 pm	8:00 am to 5:30 pm				8:00 am to 5:30 pm	
Hours		8.5	8.5	8.5				8.5	34.00
5 Lapid Imelda	\$ 17.00	8:00 am to 5:00 pm	8:00 am to 5:00 pm	8:00 am to 5:00 pm			8:00 am to 5:00 pm	8:00 am to 5:00 pm	
Hours		8	8	8			8	8	40.00
6 Mukendi Ntumba	\$ 15.00	8:00 am to 5:30 pm	8:00 am to 5:30 pm	8:00 am to 5:30 pm				8:00 am to 5:30 pm	
Hours		8.5	8.5	8.5				8.5	34.00
7 Nduku Felicity	\$ 15.00	8:00 am to 5:30 pm	8:00 am to 5:30 pm	8:00 am to 5:30 pm				8:00 am to 5:30 pm	
Hours		8.5	8.5	8.5				8.5	34.00
8 Nisbett Gwendolyn	\$ 16.00		8:00 am to 5:30 pm	8:00 am to 5:30 pm					
Hours			8.5	8.5					17.00
9 Sandler Greg	\$ 20.00	8:00 am to 5:30 pm						8:00 am to 5:30 pm	
Hours		8.5						8.5	17.00
10 Santana Nevdoyle	\$ 16.00	8:00 am to 5:30 pm				8:00 am to 5:30 pm	8:00 am to 5:30 pm		
Hours		8.5				8.5	8.5		25.50

Sec. 102.56 Answer to compliance specification.

(a) *Filing and service of answer; form.*—Each respondent alleged in the specification to have compliance obligations shall, within 21 days from the service of the specification, file an original and four copies of an answer thereto with the Regional Director issuing the specification, and shall immediately serve a copy thereof on the other parties. The answer to the specification shall be in writing, the original being signed and sworn to by the respondent or by a duly authorized agent with appropriate power of attorney affixed, and shall contain the mailing address of the respondent.

(b) *Contents of answer to specification.*—The answer shall specifically admit, deny, or explain each and every allegation of the specification, unless the respondent is without knowledge, in which case the respondent shall so state, such statement operating as a denial. Denials shall fairly meet the substance of the allegations of the specification at issue. When a respondent intends to deny only a part of an allegation, the respondent shall specify so much of it as is true and shall deny only the remainder. As to all matters within the knowledge of the respondent, including but not limited to the various factors entering into the computation of gross backpay, a general denial shall not suffice. As to such matters, if the respondent disputes either the accuracy of the figures in the specification or the premises on which they are based, the answer shall specifically state the basis for such disagreement, setting forth in detail the respondent's position as to the applicable premises and furnishing the appropriate supporting figures.

26 102.56-102.59 R & R

(c) *Effect of failure to answer or to plead specifically and in detail to backpay allegations of specification.*—If the respondent fails to file any answer to the specification within the time prescribed by this section, the Board may, either with or without taking evidence in support of the allegations of the specification and without further notice to the respondent, find the specification to be true and enter such order as may be appropriate. If the respondent files an answer to the specification but fails to deny any allegation of the specification in the manner required by paragraph (b) of this section, and the failure so to deny is not adequately explained, such allegation shall be deemed to be admitted to be true, and may be so found by the Board without the taking of evidence supporting such allegation, and the respondent shall be precluded from introducing any evidence controverting the allegation.

(d) *Extension of time for filing answer to specification.*—Upon the Regional Director's own motion or upon proper cause shown by any respondent, the Regional Director issuing the compliance specification and notice of hearing may by written order extend the time within which the answer to the specification shall be filed.

(e) *Amendment to answer.*—Following the amendment of the specification by the Regional Director, any respondent affected by the amendment may amend its answer thereto.

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in

evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 02-CA-130858

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Suresh Hiranandaney, Owner
Micropower USA Corp.
111 Dix Hwy
Dix Hills, NY 11746-6413

Lalit Chabria, President
Institute for Health Education
9 Dover Lane
Old Bethpage, NY 11804-1605

Daniel Esakoff, Organizer
United Federation of Teachers,
Local 2, New York State United Teachers
(NYSUT), AFT
339 Lafayette Street # 202
New York, NY 10012-2723

Amina Chowdhury
2515 Tratman Avenue
Apt. H 12
Bronx, NY 10461

Greg Sandler
5945 Shore Parkway
Apt 81
Brooklyn, NY 11236

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 2

MICROPOWER USA CORP.

and

Case No.02-CA-130858

UNITED FEDERATION OF TEACHERS (UFT),
LOCAL 2, NEW YORK STATE UNITED
TEACHERS (NYSUT), AFT, AMINA
CHOWDHURY AND GREG SANDLER

AFFIDAVIT OF SERVICE OF: Compliance Specification 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 **September 15, 2015**, 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:

Suresh Hiranandaney, Owner
Micropower USA Corp.
111 Dix Hwy
Dix Hills, NY 11746-6413

**CERTIFIED MAIL, RETURN RECEIPT
REQUESTED**

Lalit Chabria, President
Institute for Health Education
9 Dover Lane
Old Bethpage, NY 11804-1605

REGULAR MAIL

Daniel Esakoff, Organizer
United Federation of Teachers,
Local 2, New York State United Teachers
(NYSUT), AFT
339 Lafayette Street # 202
New York, NY 10012-2723

CERTIFIED MAIL

Amina Chowdhury
2515 Tratman Avenue
Apt. H 12
Bronx, NY 10461

CERTIFIED MAIL

Greg Sandler
5945 Shore Parkway
Apt 81
Brooklyn, NY 11236

CERTIFIED MAIL

9/15/15

Date

Lisa Coleman, Designated Agent of NLRB

Name

A handwritten signature in cursive script, appearing to read 'Lisa Coleman', written over a horizontal line.

Signature

UNITED STATES
NATIONAL LABOR RELATIONS BOARD

REGION 2

26 FEDERAL PLAZA - SUITE 3614

NEW YORK, NY 10278-0104

An Equal Opportunity Employer

OFFICIAL BUSINESS

7006 2760 0002 1736 8834

UNITED STATES POSTAGE

02 IP
0004496195
MAILED FROM Z

UNCLAIMED

Suresh Hiranandaney, Owner
Micropower USA Corp.
111 Dix Hwy
Dix Hills, NY 11746-6413

922
10
2015

NIXIE

117461036-1N

10/10/15

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
RETURN TO SENDER



GENERAL COUNSEL EXHIBIT - D -



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 02
26 Federal Plz Ste 3614
New York, NY 10278-3699

Agency Website: www.nlrb.gov
Telephone: (212)264-0300
Fax: (212)264-2450

October 15, 2015

Micropower USA Corp.
Attn. Suresh Hiranandaney, Owner
111 Dix Hwy
Dix Hills, NY 11746-6413

Lalit Chabria, President
Institute for Health Education
9 Dover Lane
Old Bethpage, NY 11804-1605

Re: Micropower USA Corp.
Case Nos. 02-CA-130858 et al.

Dear Mr. Hiranandaney and Ms. Chabria:

Please find enclosed a copy of the Order Amending Compliance Specification, Amended Compliance Backpay Specification, and Notice of Hearing that issued on September 15, 2015, in the above-entitled matter.

Section 102.56 of the National Labor Relations Board's Rules and Regulations provides, in pertinent part:

(a) *Filing and service of answer; form.*—Each respondent alleged in the specification to have compliance obligations shall, within 21 days from the service of the specification, file an original and four copies of an answer thereto with the Regional Director issuing the specification, and shall immediately serve a copy thereof on the other parties. The answer to the specification shall be in writing, the original being signed and sworn to by the respondent or by a duly authorized agent with appropriate power of attorney affixed, and shall contain the mailing address of the respondent.

(b) *Contents of answer to specification.*—The answer shall specifically admit, deny, or explain each and every allegation of the specification, unless the respondent is without knowledge, in which case the respondent shall so state, such statement operating as a denial. Denials shall fairly meet the substance of the allegations of the specification at issue. When a respondent intends to deny only a part of an allegation, the respondent shall specify so much of it as is true and shall deny only the remainder. As to all matters within the knowledge of the respondent, including but not limited to the various factors entering into the computation of gross backpay, a general denial shall not suffice. As to such

matters, if the respondent disputes either the accuracy of the figures in the specification or the premises on which they are based, the answer shall specifically state the basis for such disagreement, setting forth in detail the respondent's position as to the applicable premises and furnishing the appropriate supporting figures.

(c) Effect of failure to answer or to plead specifically and in detail to backpay allegations of specification.—If the respondent fails to file any answer to the specification within the time prescribed by this section, the Board may, either with or without taking evidence in support of the allegations of the specification and without further notice to the respondent, find the specification to be true and enter such order as may be appropriate. If the respondent files an answer to the specification but fails to deny any allegation of the specification in the manner required by paragraph (b) of this section, and the failure so to deny is not adequately explained, such allegation shall be deemed to be admitted to be true, and may be so found by the Board without the taking of evidence supporting such allegation, and the respondent shall be precluded from introducing any evidence controverting the allegation

To date, you have not filed an appropriate answer to the amended compliance backpay specification, which issued in the above-captioned matter.

At this time, I am writing to advise you that unless we receive an answer to the compliance backpay specification which complies with the Board's Rules and Regulations enclosed herewith by the close of business, October 19, 2015, we will file a Motion for Default Judgment with the Board urging that the Board deem all allegations of the complaint not specifically denied or explained, to be true.

If you have any questions, please call Field Attorney Greg Davis at (212) 264-0342.

Very truly yours,



Simon Koike
Supervisory Attorney

Enclosures

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

MICROPOWER USA CORP.,
Respondent

and

Case Nos. 02-CA-130858
02-CA-132236

PROFESSIONALS AT MICROPOWER
NEW YORK STATE UNITED TEACHERS

and

GREG SANDLER, an Individual

Case No. 02-CA-132592

and

AMINA CHOWDHURY, an Individual

Case No. 02-CA-132830

AFFIDAVIT OF SERVICE

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on October 15, 2015 I mailed a copy of a letter to the the following persons regarding regarding Respondent's failure to answer together with a copy of the Order Amending Compliance Specification, Amended Compliance Backpay Specification, and Notice of Hearing dated September 15, 2015 via regular mail, addressed to them at the following addresses:

Micropower USA Corp.
Attn. Suresh Hiranandaney, Owner
111 Dix Hwy
Dix Hills, NY 11746-6413

Lalit Chabria, President
Institute for Health Education
9 Dover Lane
Old Bethpage, NY 11804-1605

Subscribed and Sworn to this:
19st day of October, 2015

Designated Agent:



National Labor Relations Board