



UNITED STATES GOVERNMENT  
**NATIONAL LABOR RELATIONS BOARD**  
**OFFICE OF THE GENERAL COUNSEL**  
Washington, D.C. 20570

November 16, 2015

Clerk, United States Court of  
Appeals for the Eleventh Circuit  
56 Forsyth Street, NW  
Atlanta, GA 30303-3147

Re: *NLRB v. Island Management Partners, Inc.*, Board No. 12-CA-140702

Dear Clerk:

I am enclosing an original and three copies of the Board's application for summary entry of a judgment enforcing the Board's order in this case, and copies of a proposed judgment.

Please serve a copy of the application on Respondent, whose addresses appear on the service list. I have served a copy of the Board's application and proposed judgment on each party admitted to participate in the Board proceedings, and their names and addresses also appear on the service list.

I am counsel of record for the Board, and all correspondence should be addressed to me. I would appreciate your furnishing the Board's Regional Director, whose name and address also appear on the service list, with a copy of all correspondence the Court sends to counsel in this case, and a copy of the judgment issued.

Very truly yours,

/s/ Linda Dreeben

Linda Dreeben  
Deputy Associate General Counsel  
NATIONAL LABOR RELATIONS BOARD  
1015 Half Street, S.E.  
Washington, D.C. 20570  
(202) 273-2960

cc & documents to: Service List

SERVICE LIST

RESPONDENT:

Ian Roberson  
Island Management Professionals, Inc.  
1820 NE Jensen Beach Blvd., #504  
Jensen Beach, FL 34957-7212

Tel: (772) 344-8270  
Fax: (407) 650-3125  
Email: iroberson@comcast.net

Ian Roberson  
Island Management Professionals, Inc.  
9307 S Indian River Dr  
Fort Pierce, FL 34982-7851

Ian Roberson  
Island Management Professionals, Inc.  
9401 Palm Tree Dr  
Windermere, FL 34786-8813

Respondent does not  
have counsel.

*Note: The Jensen  
Beach address is a  
drop box used by  
Respondent. The  
Fort Pierce and  
Windermere  
addresses are  
residences of  
Respondent's owner,  
Ian Roberson.*

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CHARGING PARTY'S COUNSEL

Matthew J. Mierzwa Jr., Esq.  
Mierzwa & Associates, P.A.  
3900 Woodlake Boulevard, Ste 212  
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REGIONAL DIRECTOR:

Margaret J. Diaz, Reg'n'l Director  
National Labor Relations Board  
SouthTrust Plaza, Suite 530  
201 E. Kennedy Blvd.  
Tampa, FL 33602-5824

UNITED STATES COURT OF APPEALS  
FOR THE ELEVENTH CIRCUIT

NATIONAL LABOR RELATIONS BOARD	:	
	:	
Petitioner	:	No.
v.	:	
	:	Board Case No.:
ISLAND MANAGEMENT PARTNERS, INC.	:	12-CA-140702
	:	
Respondent	:	

APPLICATION FOR SUMMARY ENTRY OF A JUDGMENT  
ENFORCING AN ORDER OF  
THE NATIONAL LABOR RELATIONS BOARD

To the Honorable, the Judges of the United States  
Court of Appeals for the Eleventh Circuit:

The National Labor Relations Board (the “Board”), pursuant to Section 10(e) of the National Labor Relations Act, as amended (29 U.S.C. §§ 151, 160(e)), applies to this Court for summary entry of a judgment enforcing its order against Island Management Partners, Inc. (“Respondent”). The Board is entitled to summary enforcement of its order because Respondent failed to file a timely answer to the Board’s unfair labor practice complaint and the Board entered an order by default. In support, the Board shows:

**A. Jurisdiction of this Court**

This Court has jurisdiction over this application under Section 10(e) of the Act (29 U.S.C. § 160(e)). Venue is proper in this Circuit because the unfair labor practices occurred in Florida. The Board’s final order issued on August 4, 2015,

and is reported at 362 NLRB No. 158.

### **B. Proceedings Before the Board**

1. On February 27, 2015, the Board's General Counsel issued a complaint and notice of hearing in Case No. 12-CA-140702 charging Respondent with certain violations of the Act. The complaint, in part, advised the Respondent that under the Board's Rules (29 C.F.R. 102.20 and 102.21), the Respondent was required to file an answer on or before March 13, 2015, and that if the Respondent failed to file an answer, the allegations of the complaint would be deemed to be true.

2. The Respondent did not file an answer.

3. Having not received an answer, counsel for the General Counsel, on March 26, 2015, sent the Respondent a letter advising that if no answer was received by April 2, 2015, the Board's Regional Office would file a motion for default judgment with the Board.

4. The Respondent still did not file an answer.

5. On May 11, 2015, counsel for the General Counsel filed with the Board a Motion for Default Judgment based upon the Respondent's failure to file an answer to the complaint.

6. By order dated May 14, 2015, the Board transferred the case to itself and issued a Notice to Show Cause, giving Respondent until May 28, 2015, to file with

the Board in Washington, D.C., a response to the Motion for Default Judgment.

7. On May 21, 2015, Respondent's president, Ian Roberson, filed with the Region a letter responding to the complaint. In the letter Respondent acknowledged that his submission was untimely however; the proffered justification for the late answer failed to establish good cause for the failure to file a timely answer.

8. On August 4, 2015, the Board issued its Decision and Order granting the Motion for Default Judgment in the absence of good cause being shown for Respondent's failure to file a timely answer, and entering an appropriate order against the Respondent.

### **C. The Board Is Entitled to Summary Enforcement of Its Order**

On these facts, the Board is entitled to summary enforcement of its order against Respondent. Where a respondent in a Board proceeding fails to file an appropriate answer to the unfair labor practice complaint in a timely manner, the Board may, pursuant to Board Rule 102.20, absent a showing of "good cause," deem the complaint's allegations admitted, and then may enter an order, essentially by default, against the respondent. No good cause for Respondent's failure to file an answer was alleged or shown here.

It is settled that the Board is entitled to have that default judgment summarily enforced. Under Section 10(e) of the Act (29 U.S.C. § 160(e)), no

objection that has not been urged before the Board shall be considered by a court of appeals “unless the failure or neglect to urge such objection shall be excused because of extraordinary circumstances.” Interpreting that requirement, courts have consistently held that a respondent’s failure to assert a defense before the Board entitles the Board, absent extraordinary circumstances, to summary enforcement of its order. *See, e.g., Father and Sons Lumber v. NLRB*, 931 F.2d 1093, 1095-96, 1097 (6th Cir. 1991); *NLRB v. Continental Hagen Corp.*, 932 F.2d 828, 830 (9th Cir. 1991); *NLRB v. Dane County Dairy*, 795 F.2d 1313, 1319-21 (7th Cir. 1986); *Oldwick Materials, Inc. v. NLRB*, 732 F.2d 339, 341 (3d Cir. 1984); *NLRB v. Aaron Convalescent Home*, 479 F.2d 736, 738-39 (6th Cir. 1973). No such circumstances have been shown here.

WHEREFORE, the Board respectfully requests that the Court, after serving notice of the filing of this application on Respondent, enter judgment summarily enforcing the Board’s order in full. A proposed judgment is attached.

/s/ Linda Dreeben  
Linda Dreeben  
Deputy Associate General Counsel  
National Labor Relations Board  
1015 Half Street, S.E.  
Washington, D.C. 20570

Dated in Washington, D.C.  
this 16th day of November, 2015

UNITED STATES COURT OF APPEALS  
FOR THE ELEVENTH CIRCUIT

NATIONAL LABOR RELATIONS BOARD	:	
	:	
Petitioner	:	No.
v.	:	
	:	Board Case No.:
ISLAND MANAGEMENT PARTNERS, INC.	:	12-CA-140702
	:	
Respondent	:	

JUDGMENT ENFORCING AN ORDER OF THE  
NATIONAL LABOR RELATIONS BOARD

Before:

This cause was submitted upon the application of the National Labor Relations Board for summary entry of a judgment against Respondent, Island Management Partners, Inc., its officers, agents, successors, and assigns, enforcing its order dated August 4, 2015, in Case No. 12-CA-140702, and the Court having considered the same, it is hereby:

ORDERED AND ADJUDGED by the Court that the Respondent, Island Management Partners, Inc., its officers, agents, successors, and assigns, shall abide by said order (See Attached Order and Appendix).

Mandate shall issue forthwith.

ENTERED:

NATIONAL LABOR RELATIONS BOARD

v.

ISLAND MANAGEMENT PARTNERS, INC.

**ORDER**

Island Management Partners, Inc., Jensen Beach, Florida, its officers, agents, successors, and assigns, shall

1. Cease and desist from

- (a) Failing and refusing to bargain collectively and in good faith with International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, Local 500, AFL-CIO, CLC as the exclusive collective-bargaining representative of the employees in the following appropriate unit by unilaterally failing to utilize the Union's hiring hall in accordance with the referral provisions set forth in the collective-bargaining agreement and by unilaterally subcontracting unit work:

All stewards, heads of department, leads/requests, stagehand/truck loaders, high end technicians, and workers employed by Respondent doing all carpentry, electrical, lighting, properties, wardrobe, projection, audio-visual, sound, video, curtains, draperies, pipe & drape, platforms, staging, scaffolding and other related work recognized as traditionally falling within the jurisdiction of the Union, including the take-in and take-out, handling, installation, maintenance, repair, assembling and dismantling, the loading and unloading of trucks or vans of any and all equipment used in connection with any show, presentation, meeting, banquet, including rehearsals, and any television or videotaping, and workers operating the following types of equipment: lasers, pyrotechnics, electrical generators, booms, forklifts, high-rise lifts, scissor lifts, follow spots and any other equipment traditionally coming under the jurisdiction of the Union.

- (b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.
2. Take the following affirmative action necessary to effectuate the policies of the Act.
- (a) On request, bargain in good faith with International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, Local 500, AFL-CIO, CLC as the exclusive collective-bargaining representative of the employees in the unit concerning the use of the Union's hiring hall, subcontracting unit work, and the effects of the Respondent's unlawful conduct.
  - (b) Comply with the Union's hiring hall provisions, as set forth in the November 30, 2010, to November 30, 2013 collective-bargaining agreement.
  - (c) Offer immediate and full employment to those applicants who would have been referred to the Respondent for employment by the Union were it not for the Respondent's unlawful conduct, and make them whole for any loss of earnings and other benefits suffered as a result of the Respondent's failure to hire them, with interest, in the manner set forth in the remedy section of this decision.
  - (d) Compensate the applicants for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and file a report with the Social Security Administration allocating the backpay awards to the appropriate calendar quarters.
  - (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) Within 14 days after service by the Region, post at its facility in Jensen Beach, Florida copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 12, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting 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. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since November 10, 2014.
- (g) Within 21 days after service by the Region, file with the Regional Director for Region 12 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

## APPENDIX

NOTICE TO EMPLOYEES  
POSTED 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 fail and refuse to bargain collectively and in good faith with International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, Local 500, AFL-CIO, CLC as the exclusive collective-bargaining representative of our employees in the following appropriate bargaining unit by unilaterally failing to utilize the Union's hiring hall in accordance with the referral provisions set forth in the collective-bargaining agreement and by unilaterally subcontracting unit work:

All stewards, heads of department, leads/requests, stagehand/truck loaders, high end technicians, and workers employed by us doing all carpentry, electrical, lighting, properties, wardrobe, projection, audio-visual, sound, video, curtains, draperies, pipe & drape, platforms, staging, scaffolding and other related work recognized as traditionally falling within the jurisdiction of the Union, including the take-in and take-out, handling, installation, maintenance, repair, assembling and dismantling, the loading and unloading of trucks or vans of any and all equipment used in connection with any show, presentation, meeting, banquet, including rehearsals, and any television or videotaping, and workers operating the following types of equipment: lasers, pyrotechnics, electrical generators, booms, forklifts, high-rise lifts, scissor lifts, follow spots and any other equipment traditionally coming under the jurisdiction of the Union.

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, on request, bargain in good faith with the Union as the exclusive collective-bargaining representative of the employees in the unit concerning the use of the Union's hiring hall, subcontracting unit work, and the effects of our unlawful conduct.

WE WILL comply with the Union's hiring hall provisions, as set forth in the November 30, 2010, to November 30, 2013 collective-bargaining agreement.

WE WILL offer immediate and full employment to those applicants who would have been referred to us for employment by the Union were it not for our unlawful conduct, and WE WILL make them whole for any loss of earnings and other benefits suffered as a result of our failure to hire them, with interest.

WE WILL compensate the applicants for the adverse tax consequences, if any, 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.

**ISLAND MANAGEMENT PARTNERS, INC.**



UNITED STATES COURT OF APPEALS  
FOR THE ELEVENTH CIRCUIT

NATIONAL LABOR RELATIONS BOARD	:	
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Petitioner	:	No.
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ISLAND MANAGEMENT PARTNERS, INC.	:	12-CA-140702
	:	
Respondent	:	

CERTIFICATE OF SERVICE

The undersigned certified that one copy each of the Board's application for summary entry of judgment, appearance of counsel form, civil appeal docket statement, certificate of interested parties, and proposed judgment, in the above-captioned case, has this day been served by first class mail upon the following party at the addresses listed below:

Ian Roberson  
Island Management Professionals, Inc.  
9307 S Indian River Dr  
Fort Pierce, FL 34982

Ian Roberson  
Island Management Professionals, Inc.  
1820 NE Jensen Beach Blvd., #504  
Jensen Beach, FL 34957

Ian Roberson  
Island Management Professionals, Inc.  
9401 Palm Tree Dr  
Windermere, FL 34786

/s/ Linda Dreeben  
Linda Dreeben  
Deputy Associate General Counsel  
National Labor Relations Board  
1015 Half Street, S.E  
Washington, D.C. 20570

Dated in Washington, D.C.  
this 16th day of November, 2015