



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 22
20 WASHINGTON PL
FL 5
NEWARK, NJ 07102-3127

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Telephone: (973)645-2100
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October 28, 2016

By Electronic Filing

Gary Shinnars, Executive Secretary
National Labor Relations Board
1015 Half Street SE
Washington, D.C. 20570-0001

Re: SK USA Cleaners et al.
Cases 22-CA-026959 and 22-CA-087198

Dear Mr. Shinnars:

Enclosed please find for electronic filing in the above-referenced manner the Motion to Transfer and Continue Case Before the Board and Motion for Default Judgment on behalf of the General Counsel with exhibits attached thereto. Copies have been served on the parties by overnight mail on this date.

Thank you in advance for your attention to this matter

Very truly yours,

TARA LEVY
Counsel for the General Counsel

cc by Overnight Delivery:

Mr. Yi Jae Cho, Vice President
SK USA Cleaners, Inc. c/o Mr. Yi Jae Cho

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

SK USA CLEANERS, INC.

a/k/a SK USA SHIRTS, INC.

and

YI JAE CHO, AN INDIVIDUAL

and

**LOCAL 947, INTERNATIONAL UNION OF
JOURNEYMEN AND ALLIED TRADES**

CASE NO. 22-CA-026959

SK USA CLEANERS, INC.

a/k/a SK USA SHIRTS, INC.

and

YI JAE CHO, AN INDIVIDUAL

and

**LOCAL 947, INTERNATIONAL UNION OF
JOURNEYMEN AND ALLIED TRADES**

CASE NO. 22-CA-087198

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

Counsel for the General Counsel, pursuant to Sections 102.24, 102.50, 102.54, and 102.56 of the Board's Rules and Regulations, Series 8, as amended (the Board's Rules), moves that the proceedings in the above-captioned consolidated case be transferred to the Board for entry of a default judgment. Default judgment is warranted on the ground that the answer filed by Respondents SK USA Cleaners, Inc. a/k/a USA Shirts Inc. and Yi Jae Cho, An Individual (the

Respondents) to the consolidated amended compliance specification in this case was defective pursuant to Section 102.56(b) of the Board's Rules. Attached to this Motion as exhibits, and incorporated by reference, are copies of the consolidated amended compliance specification, Respondents' answer and other relevant documents described below.

Counsel for the General Counsel moves that upon transfer of the proceedings to the Board, the Board issue a Notice to Show Cause why this motion should not be granted and, unless Respondents show good cause for failing to file an answer to the consolidated amended compliance specification that meets the requirements of Section 102.56(b), all of the allegations contained in the consolidated amended compliance specification shall be deemed admitted as true and an order issue providing for an appropriate remedy, without the holding of a hearing or without taking evidence in support of the allegations in the consolidated amended compliance specification.

In support of this Motion, General Counsel states as follows:

1. In Case 22-CA-026959, the Board issued a Decision and Order in *SK USA Cleaners, Inc.*, 346 NLRB No. 63 (2006) on March 22, that among other things, ordered Respondent SK USA Cleaners to make whole employees for any loss of earnings and other benefits resulting from their discharge on June 15, 2005 in violation of Section 8(a)(3) and (1) of the National Labor Relations Act.
2. On June 28, 2006, the United States Court of Appeals for the Third Circuit entered its judgment enforcing in its entirety the Board's 2006 Decision and Order in Case 22-CA-026959. A copy of the Third Circuit Judgment is attached hereto as Exhibit 1.

3. A controversy having risen over the amount of backpay due employees in Case 22-CA-026959, the Regional Director of Region 22 (the Regional Director), on October 30, 2006, issued a Compliance Specification and Notice of Hearing, alleging the amount due under the Board's 2006 Decision. A copy of the Compliance Specification and Notice of Hearing in Case 22-CA-026959 is attached hereto as Exhibit 2. After holding a compliance trial on January 10 and 18, 2007, an administrative law judge issued a decision on March 1, 2007 specifying the payments to which four of the employees of Respondent SK USA Cleaners, Inc. were entitled. *See SK USA Cleaners, Inc.*, 2007 WL 674334.

4. On January 30, 2009, Region 22 of the National Labor Relations Board and Respondents signed a Stipulated Compliance Agreement in Case 22-CA-026959 requiring Respondents to make whole discriminatees in an amount representing backpay, interest and a surcharge provided by the Federal Debt Collection Procedure Act. By entering into the Stipulated Compliance Agreement, Mr. Cho, President and Owner of SK USA Cleaners, Inc., agreed that in case of non-compliance with any of the terms of the Agreement, he would be jointly and severally liable for the total unpaid balance of the amounts owed, less any payments already made, plus interest. A copy of the Stipulated Compliance Agreement in Case 22-CA-026959 is attached hereto as Exhibit 3.

5. In Case 22-CA-087198, the Board issued a Decision and Order in *SK USA Shirts*, 359 NLRB No. 74 (2013), on March 8, that among other things, ordered Respondent SK USA Shirts to remit to Local 947, International Union of Journeymen and Allied Trades (the Union) all dues that have not been remitted since February 14, 2012, as required by the 2007-2013 collective bargaining agreement between the parties.

6. On December 5, 2013, the United States Court of Appeals for the Third Circuit entered its judgment enforcing in its entirety the Board's 2013 Decision and Order in Case 22-CA-087198. A copy of the Third Circuit Judgment in Case 22-CA-087198 is attached hereto as Exhibit 4.

7. A controversy having risen over the amount of dues owed the Union in Case 22-CA-087198, the Regional Director, on February 27, 2015, issued a Compliance Specification and Notice of Hearing, alleging the amount due under the Board's 2013 Decision. A copy of the Compliance Specification in Case 22-CA-087198 is attached hereto as Exhibit 5.

8. On April 1, 2015, in Case 22-CA-026959, the Regional Director issued a Supplemental Compliance Specification and Notice of Hearing, alleging the amount due under the Board's 2006 Decision, the administrative law judge's decision and the Stipulated Compliance Agreement, all described above. A copy of the Supplemental Compliance Specification in Case 22-CA-026959 is attached hereto as Exhibit 6.

9. On April 1, 2015, in Case 22-CA-087198, the Regional Director issued an Amended Compliance Specification and Notice of Hearing, alleging the amount due under the Board's 2013 Decision. A copy of the Amended Compliance Specification in Case 22-CA-087198 is attached hereto as Exhibit 7.

10. On August 20, 2015, the Regional Director issued an Order Amending and Consolidating Cases, Consolidated Amended Compliance Specification and Notice of Hearing. He ordered that Cases 22-CA-026959 and 22-CA-087198 be consolidated and alleged the amount due under the Board's 2006 Decision, the administrative law judge's decision and the Stipulated Compliance Agreement, all in Case 22-CA-026959, as well as

the amount due under the Board's 2013 Decision in Case 22-CA-087198. A copy of the Consolidated Amended Compliance Specification in Cases 22-CA-087198 and 22-CA-026959 is attached hereto as Exhibit 8.

11. On January 11, 2016, the Regional Director issued a second Order Amending and Consolidating Cases, Consolidated Amended Compliance Specification and Notice of Hearing. He ordered that Cases 22-CA-026959 and 22-CA-087198 be consolidated and alleged the amount due under the Board's 2006 Decision, the administrative law judge's decision and the Stipulated Compliance Agreement, all in Case 22-CA-026959, as well as the amount due under the Board's 2013 Decision in Case 22-CA-087198. A copy of the second Consolidated Amended Compliance Specification in Cases 22-CA-087198 and 22-CA-026959 is attached hereto as Exhibit 9.

12. On about January 26, 2016, Respondents provided the Region with an Answer in response to the Consolidated Amended Compliance Specification. Copies of the documents submitted by Respondents in response to the Consolidated Amended Compliance Specification are attached hereto as Exhibit 10.

13. By letter dated February 10, 2016, the Regional Director informed Respondents that its Answer to the Consolidated Amended Compliance Specification was defective.

The Regional Director cited Section 102.56(b) of the Board's Rules which provides:

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.

He advised Respondents that they failed to respond with specificity to the allegations in the specification, "including those concerning the back pay and other amounts currently owing and the premises on which these amounts are based." The Regional Director further advised, "Moreover, it is not clear from your Answer whether you denied the bases for the amounts alleged in the Specification and whether you provided alternative calculations." He also cited Section 102.56(c) of the Board's Rules which provides in relevant part:

Effect of failure to answer or to plead specifically and in detail to backpay allegations of specification. 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."

In his letter, the Regional Director set February 17, 2016 as the deadline for Respondents to file an answer that comports with the requirements of the Board's Rules. A copy of the Regional Director's February 10, 2016 letter is attached hereto as Exhibit 11.

14. At the request of the Respondents, the Regional Director's February 10, 2016 letter was translated into Korean. A copy of the translated letter is attached hereto as Exhibit 12. The translated letter was sent to Respondents by certified mail, return receipt requested. Proof of service of the translated letter is attached hereto as Exhibit 13.

15. Despite having been advised of the consequences, Respondents failed to file an additional answer in response to the Regional Director's February 1, 2016 letter. Respondents have failed to answer the Consolidated Amended Compliance Specification

in a manner that is sufficient as set forth in Section 102.56(b) of the Rules. Therefore, pursuant to Rule 102.56(c), all allegations in the Consolidated Amended Compliance Specification should be deemed admitted as true and the Board should find that no issue of fact exists warranting or requiring a hearing.

16. Accordingly, Counsel for the General Counsel respectfully submits that this matter is appropriate for final determination upon default judgment without a hearing and that a final Order should be entered in accordance with the allegations of the Consolidated Amended Compliance Specification, without taking evidence.

Dated at Newark, New Jersey this 28th day of October, 2016.



Tara Levy, Counsel for the General Counsel
National Labor Relations Board, Region 22
20 Washington Place, 5th Floor
Newark, New Jersey 07102
(862) 229-7032
tara.levy@nlrb.gov

CERTIFICATION OF SERVICE

This is to certify that copies of the foregoing Motion to Transfer and Continue Case
Before the Board and Motion for Default Judgment filed on behalf of the General Counsel have
been duly served this date as follows:

Electronic Filing

Gary Shinnars, Executive Secretary
National Labor Relations Board
1015 Half Street SE
Washington, D.C. 20570-0001

Overnight Delivery

Mr. Yi Jae Cho, Vice President
The Korean-American Cleaners Association
Of New Jersey
512 Lincoln Highway, Route 27, 2nd Floor
Iselin, NJ 08830

SK USA Cleaners, Inc.
c/o Mr. Yi Jae Cho
162 Prospect Street
Garfield, NJ 07026

Dated at Newark, New Jersey this
28th day of October, 2016



Tara Levy, Counsel for the General Counsel
National Labor Relations Board, Region 22
20 Washington Place, 5th Floor
Newark, New Jersey 07102
(862) 229.7032
tara.levy@nlrb.gov

EXHIBIT 1

UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT

No.06-2585

NATIONAL LABOR RELATIONS BOARD,
Petitioner

v.

SK USA CLEANERS, INC.
Respondent
(Board Case No. 22-CA-26959)

JUDGMENT ENFORCING AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD

Before: RENDELL, AMBRO and GREENBERG, Circuit Judges

This cause was submitted upon the application of the National Labor Relations Board for summary entry of a judgment against Respondent, SK USA Cleaners, Inc., its officers, agents, successors, and assigns, enforcing its order dated March 22, 2006, in Case No. 22-CA-26959, and the Court having considered the same, it is hereby

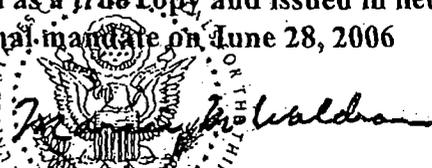
ORDERED and ADJUDGED by the Court that the Respondent, SK USA Cleaners, Inc., its officers, agents, successors, and assigns, shall abide by said order (See Attached Order and Appendix). Mandate shall issue forthwith.

By the Court,

/s/Marjorie O. Rendell
Circuit Judge

Dated: June 28, 2006

Certified as a true copy and issued in lieu
of a formal mandate on June 28, 2006

Teste: 

Clerk, U.S. Court of Appeals
For the Third Circuit.



Marcia M. Waldron, Clerk

NATIONAL LABOR RELATIONS BOARD

v.

SK USA CLEANERS, INC.

ORDER

The National Labor Relations Board orders that the Respondent, SK USA Cleaners, Inc., of Garfield, New Jersey, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

- (a) Interrogating and polling employees about their union membership, activities, and sympathies.
- (b) Threatening employees with discharge if they speak with representatives of Local 947, International Union of Journeymen and Allied Trades, or any other labor organization.
- (c) Threatening employees with a reduction in pay and other unspecified reprisals if they vote for union representation.
- (d) Failing and refusing to pay employees their full wages because they support the Union, or any other labor organization.
- (e) Discharging employees because they engage in a concerted refusal to work.
- (f) 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) Within 14 days from the date of this Order, offer Margarita Hernandez, Urbano Guzman, Vickie Huesca, and Emma Huesca 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 and privileges previously enjoyed.

(b) Make whole Margarita Hernandez, Urbano Guzman, Vickie Huesca, and Emma Huesca for any loss of earnings and other benefits resulting from the refusal to pay them their full wages and their subsequent unlawful discharges, with interest, in the manner set forth in the remedy section of this decision.

(c) Within 14 days from the date of this Order, remove from its files all references to the unlawful discharges of Margarita Hernandez, Urbano Guzman, Vickie Huesca, and Emma Huesca and, within 3 days thereafter, notify them in writing that this has been done and that the unlawful discharges will not be used against them in any way.

(d) 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.

(e) Within 14 days after service by the Region, post at its facility in Garfield, New Jersey, copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 22, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since April 2005.

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

APPENDIX

NOTICE TO EMPLOYEES

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

The National Labor Relations Board 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 interrogate or poll you about your union membership, activities, and sympathies.

WE WILL NOT threaten you with discharge if you speak with representatives of Local 947, International Union of Journeymen and Allied Trades, or any other labor organization.

WE WILL NOT threaten you with a reduction in pay or other unspecified reprisals if you vote for union representation.

WE WILL NOT refuse to pay you your full wages because you support the Union, or any other labor organization.

WE WILL NOT discharge you because you engage in a concerted refusal to work. WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, within 14 days from the date of this Order, offer Margarita Hernandez, Urbano Guzman, Vickie Huesca, and Emma Huesca 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 and privileges previously enjoyed.

WE WILL make whole Margarita Hernandez, Urbano Guzman, Vickie Huesca, and Emma Huesca for any loss of earnings and other benefits resulting from our unlawful refusal to pay them their full wages and their unlawful discharges, with interest.

WE WILL, within 14 days from the date of this Order, remove from our files all references to the unlawful discharges of Margarita Hernandez, Urbano Guzman, Vickie

Huesca, and Emma Huesca, and WE WILL, within 3 days thereafter, notify them in writing that this has been done, and that the unlawful discharges will not be used against them in any way.

SK USA CLEANERS, INC.

EXHIBIT 2

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 22

SK USA CLEANERS, INC.

and

Case 22-CA-26959

LOCAL 947, INTERNATIONAL UNION OF
JOURNEYMEN AND ALLIED TRADES

COMPLIANCE SPECIFICATION AND
NOTICE OF HEARING

The National Labor Relations Board, herein called the Board, issued a Decision and Order on March 22, 2006 in the above-captioned case, directing that SK USA Cleaners, Inc., its officers, agents, successors, and assigns, herein referred to as the Respondent, to take certain affirmative action, including, make whole all employees who were discharged on June 15, 2005, for their losses resulting from Respondent's unfair labor practices in violation of Section 8(a)(1) & (3) of the Act. On June 28, 2006, the Court of Appeals for the Third Circuit entered its Judgment enforcing in full the Board Order herein.

As a controversy presently exists over the amount of backpay due under the terms of the Board's Order, the Regional Director of the National Labor Relations Board for Region 22, pursuant to authority duly conferred upon him by the Board, hereby issues this Compliance Specification and alleges as follows:

1. The gross backpay due the discriminatees, Urbano Gusman, Margarita Hernandez, Emma Huesca and Guadalupe Vickie Huesca, is the amount of earnings they would have received but for the discrimination against them.

(a) The backpay period for all discriminatees begins on June 15, 2005, the date the employees were discharged.

(b) The backpay period for all discriminatees ends on September 15, 2006, the date the employees were offered reinstatement.

2. Regarding the hours claimed in the Specification.

(a) Regarding the number of hours per week claimed in the backpay calculations, the Employer had no payroll records showing hours worked or wages paid to the discriminatees prior to the backpay period. According to the Employer's President Yi Jae Cho, the records were destroyed by a sprinkler accident. He also said that the discriminatees had been paid in cash for all but 2 weeks prior to the backpay period.

(b) Mr. Cho submitted copies of checks for wages given to each of the discriminatees for pay periods ending 6/15/05 and 6/22/05.

(c) Mr. Cho also submitted an "Application for Work" signed by each discriminatee, which lists their terms of employment. The applications for Urbano Gusman, Margarita Hernandez and Vickie Huesca shows they were hired to work 6 days per week, 60 hours per week at \$5.50 per hour. The remaining application of Emma Huesca shows she was hired to work 5 days per week, 50 hours per week at \$5.50 per hour.

(d) Based on the facts set forth above, an appropriate formula for gross backpay for each discriminatee is to multiply the 50 or 60 hours times \$5.50 per hour for each week in the backpay period, divided into the appropriate calendar quarters of the backpay period.

3. Each discriminatee's gross backpay calculations and interim earnings deductions are reflected on individual worksheets labeled alphabetically Appendixes A through D.

(a) Each worksheet lists the year and quarter in Column A, the number of weeks in each quarter in Column B, the hours claimed in Column C and the hourly rate claimed in Column D. Column I is the gross backpay claimed for the quarter. The interim earnings are listed in Column L, interim expenses in Column N and net interim earnings in Column P. The net backpay is listed in Column Q. Other expenses, union dues deduction, are listed in Column R and the total backpay claimed is listed in Column T.

(b) The summary spreadsheet, Appendix E shows the individual backpay claim of each discriminatee by name with the corresponding gross backpay claim, interim earnings deductions and net backpay claim as well as the grand total.

4. Quarterly gross backpay was obtained by multiplying the number of weeks [column B] by hours per week [column C] by the regular hourly rates, [column D] in each quarter of the backpay period, as appears in column I for each discriminatee in Appendix A through D.

5. (a) The amount of interim expenses [column N] are deducted from interim earnings [column L] and appear in each quarter of the backpay period, as appears in Net Interim Earnings [column P] in Appendix A through D.

(b) The amount of net interim earnings for any discriminatee during the respective backpay periods was [column P] subtracted from the gross quarterly backpay figure [column I] resulting in the net backpay as appears in [column Q] of each worksheet A through D.

6. The total net backpay due each discriminatee is the sum of the calendar quarter amounts due them as appears in column Q of the worksheet.

7. The amount of unauthorized union dues deductions claimed for each discriminatee appears in Column R of each worksheet A through D.

8. The total backpay due each discriminatee is the sum of the net backpay [column Q] plus the other expense [column R] for each calendar quarter resulting in the total backpay claim as appears in column T of each worksheet A through D.

Summarizing the facts and calculations specified above, Respondent's obligation under the Board's Order, as enforced by the Circuit Court, to make whole each discriminatee for monetary losses will be fulfilled by payment to them in the amounts set forth in Appendix E and summarized below, plus interest accrued to the date of payment, pursuant to said Order:

Urbano Gusman	\$25,219.00 plus interest
Margarita Hernandez	\$25,233.00 plus interest
Emma Huesca	\$14,539.00 plus interest
Guadalupe Vicky Huesca	\$14,279.00 plus interest
Total	\$79,330.90 plus interest

PLEASE TAKE NOTICE that on the 12th day of December, 2006 at 9:30 a.m., a hearing will be conducted at 20 Washington Place, 5th Floor, Newark, New Jersey before an Administrative Law Judge of the National Labor Relations Board on the allegations set forth in the above specification at which time you will have the right to appear in person or otherwise and give testimony.

You are further notified that pursuant to Section 102.56 of the Board's Rules and Regulations, Series 8, as amended, the Respondent shall within 21 days from the date of this Compliance Specification, file with the undersigned Regional Director, acting in this

matter as agent of the National Labor Relations Board, an original and four (4) copies of an Answer to the Specification. To the extent that such answer fails to deny allegations of the Specification in the manner required under the Board's Rules and Regulations and the failure to do so is not adequately explained, such allegation shall be deemed to be admitted to be true and the Respondent shall be precluded from introducing any evidence controverting them.

Signed at Newark, New Jersey this 30th day of October, 2006.



Gary T. Kendellen, Regional Director
National Labor Relations Board
Region 22
20 Washington Place, 5th Floor
Newark, New Jersey 07102

Attachments

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.

(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.

	A	B	C	D	F	I	J	L	M	N	O	P	Q	R	S	T	U	V
1																		
2																		
3	Case Name	SK USA Cleaners Inc.																
4	Case Number:	22-CA-26959																
5	Claimant:	Urbano Gusman											Backpay period from:	6/15/2005	to	9/15/2006	Interest to:	10/31/06
6																		
7		Gross Backpay Calculation					Interim Earnings Calculation											
8	Year Qtr.	Weeks	Hours/ Week	Hourly Rate	Gross Backpay	Interim Earnings	Interim Expenses	Net Interim Earnings	Net Backpay	Other Expenses 3/	Total Backpay	Interest	Total Backpay & Interest					
9																		
669	2005-2	2.20	60.0	\$5.50	847.00					40.00								
670																		
674	Quarter total				847.00	-	-	-	847.00	40.00	887.00	80.51	967.51					
675																		
676	2005-3	13.20	60.0	\$5.50	5,082.00													
677																		
681	Quarter total				5,082.00	-	-	-	5,082.00	-	5,082.00	385.06	5,467.06					
682																		
683	2005-4	13.00	60.0	\$5.50	5,005.00													
684																		
688	Quarter total				5,005.00	-	-	-	5,005.00	-	5,005.00	291.64	5,296.64					
689																		
690	2006-1	13	60.0	\$5.50	5,005.00													
691																		
695	Quarter total				5,005.00	-	-	-	5,005.00	-	5,005.00	204.05	5,209.05					
696																		
697	2006-2	13	60.0	\$5.50	5,005.00													
698																		
702	Quarter total				5,005.00	-	-	-	5,005.00	-	5,005.00	116.46	5,121.46					
703																		
704	2006-3	11	60.0	\$5.50	4,235.00													
705																		
709	Quarter total				4,235.00	-	-	-	4,235.00	-	4,235.00	24.43	4,259.43					
710																		
802					25,179.00	0	0	Total	25,179.00	40.00	25,219.00	1,102.15	26,321.15					
803																		
804	Notes																	
805	1/	Discriminatee worked 10 hours per day, 6 days week.																
806	2/	Respondent position that employee earned \$5.50/hour and worked 60 hours a week.																
807	3/	Discriminatee claims unlawful deduction for union dues.																

	A	B	C	D	F	I	J	L	M	N	O	P	Q	R	S	T	U	V	
1																			
3	Case Name		SK USA Cleaners Inc.																
4	Case Number:		22-CA-26959																
5	Claimant:		Margarita Hernandez										Backpay period from:		6/15/2005 to 9/15/2006		Interest to:		10/31/06
6																			
7			Gross Backpay Calculation						Interim Earnings Calculation										
8	Year Qtr.	Weeks	Hours/ Week	Hourly Rate	Gross Backpay	Interim Earnings	Interim Expenses	Net Interim Earnings	Net Backpay	Other Expenses 3/	Total Backpay	Interest	Total Backpay & Interest						
9																			
669	2005-2	2.20	60.0	\$5.50	847.00					54.00									
670																			
674	Quarter total				847.00	-	-	-	847.00	54.00	901.00	81.78	982.78						
675																			
676	2005-3	13.20	60.0	\$5.50	5,082.00														
677																			
681	Quarter total				5,082.00	-	-	-	5,082.00	-	5,082.00	385.06	5,467.06						
682																			
683	2005-4	13.00	60.0	\$5.50	5,005.00														
684																			
688	Quarter total				5,005.00	-	-	-	5,005.00	-	5,005.00	291.64	5,296.64						
689																			
690	2006-1	13	60.0	\$5.50	5,005.00														
691																			
695	Quarter total				5,005.00	-	-	-	5,005.00	-	5,005.00	204.05	5,209.05						
696																			
697	2006-2	13	60.0	\$5.50	5,005.00														
698																			
702	Quarter total				5,005.00	-	-	-	5,005.00	-	5,005.00	116.46	5,121.46						
703																			
704	2006-3	11	60.0	\$5.50	4,235.00														
705																			
709	Quarter total				4,235.00	-	-	-	4,235.00	-	4,235.00	24.43	4,259.43						
710																			
802					25,179.00	0	0	Total	25,179.00	54.00	25,233.00	1,103.43	26,336.43						
803																			
804	Notes																		
805	1/	Discriminatee worked 10 hours per day, 6 days week.																	
806	2/	Respondent position that employee earned \$5.50/hour.																	
807	3/	Discriminatee claims unlawful deduction for union dues.																	

	A	B	C	D	F	I	J	L	M	N	O	P	Q	R	S	T	U	V		
1																				
2																				
3	Case Name	SK USA Cleaners Inc.																		
4	Case Number:	22-CA-26959																		
5	Claimant:	Guadalupe Vicky Huesca										Backpay period from:			6/15/2005	to	9/15/2006	Interest to:		10/31/06
6																				
7		Gross Backpay Calculation							Interim Earnings Calculation											
8	Year Qtr.	Weeks	Hours/ Week	Hourly Rate	Gross Backpay	Interim Earnings	Interim Expenses	Net Interim Earnings	Net Backpay	Other Expenses 3/	Total Backpay	Interest	Total Backpay & Interest							
9																				
669	2005-2	2.20	60.0	\$5.50	847.00					60.00										
670																				
674	Quarter total				847.00	-	-	-	847.00	60.00	907.00	82.33	989.33							
675																				
676	2005-3	13.20	60.0	\$5.50	5,082.00	120.00														
677																				
681	Quarter total				5,082.00	120.00		120.00	4,962.00	-	4,962.00	375.97	5,337.97							
682																				
683	2005-4	13.00	60.0	\$5.50	5,005.00															
684																				
688	Quarter total				5,005.00	-	-	-	5,005.00	-	5,005.00	291.64	5,296.64							
689																				
690	2006-1	9	60.0	\$5.50	3,465.00															
691																				
695	Quarter total				3,465.00	-	-	-	3,465.00	-	3,465.00	141.27	3,606.27							
696																				
802					14,399.00	120.00		0	Total	14,279.00	60.00	14,339.00	891.20	15,230.20						
803	Notes																			
804	1/	Discriminatee worked 10 hours per day, 6 days week.																		
805	2/	Respondent position that employee earned \$5.50/hour and worked 60 hours a week.																		
806	3/	Discriminatee claims unlawful deduction for union dues.																		

	A	B	C	D	F	I	J	L	M	N	O	P	Q	R	S	T
1																
2																
3	Case Name	SK USA Cleaners Inc.														
4	Case Number:	22-CA-26959														
5	Claimant:	Emma Huesca											Backpay period from:	6/15/2005	to	9/15/2006
6																
7		Gross Backpay Calculation						Interim Earnings Calculation								
8	Year Qtr.	Weeks	Hours/ Week	Hourly Rate		Gross Backpay		Interim Earnings		Interim Expenses		Net Interim Earnings	Net Backpay	Other Expenses 3/		Total Backpay
9																
669	2005-2	2.20	50.0	\$5.50		665.50								70.00		
670																
674	Quarter total					665.50		-					665.50	70.00		735.50
675																
676	2005-3	13.20	50.0	\$5.50		3,993.00										
677																
681	Quarter total					3,993.00		-					3,993.00	-		3,993.00
682																
683	2005-4	13.00	50.0	\$5.50		3,932.50										
684																
688	Quarter total					3,932.50		-					3,932.50	-		3,932.50
689																
690	2006-1	13	50.0	\$5.50		3,932.50										
691																
695	Quarter total					3,932.50		-					3,932.50	-		3,932.50
696																
697	2006-2	13	50.0	\$5.50		3,932.50	2,878.20									
698																
702	Quarter total					3,932.50	2,878.20					2,878.20	1,054.30	-		1,054.30
703																
704	2006-3	11	50.0	\$5.50		3,327.50	2,435.40									
705																
709	Quarter total					3,327.50	2,435.40					2,435.40	892.10	-		892.10
710																
802						19,783.50	5,313.60		0			Total	14,469.90	70.00		14,539.90
803	Notes															
804	1/	Discriminatee worked 10 hours per day, 5 days week.														
805	2/	Respondent position that employee earned \$5.50/ hour and worked 50 hours per week.														
806	3/	Discriminatee claims unlawful deduction for union dues.														

	A	B	C	D	E	F	G	H	I	J
1	BACKPAY CALCULATION SUMMARY									
3	CASE NAME:	SK USA Cleaners Inc.								
4	CASE NUMBER:	22-CA-26959								
7	Claimant	Gross Backpay	Interim Earnings	Interim Expenses	Net Interim Earnings	Net Backpay	Medical / Other	Total Backpay		
8	Margarita Hernandez	\$25,179.00	\$0.00	\$0.00	\$0.00	\$25,179.00	\$54.00	\$25,233.00		
9	Urbano Gusman	\$25,179.00	\$0.00	\$0.00	\$0.00	\$25,179.00	\$40.00	\$25,219.00		
10	Guadalupe Vickie Huesca	\$14,399.00	\$120.00	\$0.00	\$120.00	\$14,279.00	\$60.00	\$14,339.00		
11	Emma Huesca	\$19,783.50	\$5,313.60	\$0.00	\$5,313.60	\$14,469.90	\$70.00	\$14,539.90		
12										
13										
14										
15										
16										
17										
18	Total:	\$84,540.50	\$5,433.60	\$0.00	\$5,433.60	\$79,106.90	\$224.00	\$79,330.90		

EXHIBIT 3

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION TWENTY-TWO

SK USA CLEANERS INC.

AND

NLRB CASE 22-CA-26959

FEDERAL DEBT COLLECTION
PROCEDURES ACT 2:08-MC-131

NATIONAL LABOR RELATIONS BOARD

STIPULATED COMPLIANCE AGREEMENT

It is hereby stipulated and agreed by and between., SK USA Cleaners Inc., ("Respondent" or "SK USA") and, Mr. Yi Jae Cho, President and owner of Respondent ("Cho"), and Region 22 of the National Labor Relations Board ("Region 22") as follows:

WHEREAS, on July 24, 2007, the United States Court of Appeals for the Third Circuit issued a judgment in favor of the National Labor Relations Board ("the Board") that required Respondent to pay \$79,270.00 to make whole **Urbano Guzman, Margarita Hernandez, Emma Huesca, and Vicky Huesca** ;

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED by the undersigned as follows:

In full satisfaction of all monetary obligations owed by Respondent in *SK USA, NLRB Case 22-CA-26959* and Federal District Court case No. 2:08-mc-131, SK USA has agreed to pay full backpay including interest and surcharge to **Urbano Guzman, Margarita Hernandez, Emma Huesca, and Vicky Huesca** in the total amount of \$105,105.39, which represents \$79,270.00 backpay due, \$16,280.35 interest, and \$9,555.04 surcharge. SK USA will pay \$25,000 upon the signing of this agreement and will pay the remainder in equal monthly installments of \$1,500 beginning on February 20, 2009 and continuing every month thereafter on the first day of each month until fully paid. Interest will continue to accrue until the



debt is fully paid. The Employer is responsible for 7.65% of Federal Taxes which includes Social Security Taxes and Medicare taxes on backpay wages paid.

1. SK USA will make all checks payable to the "National Labor Relations Board." Interest Payments are to be paid without standard payroll tax deductions. All other payments are subject to standard payroll tax deductions. SK USA will be responsible for the Employer's share of tax withholdings.

2. In consideration for SK USA's \$25,000 down payment, which was received by the National Labor Relations Board on January 29, 2009 via wire transfer, the NLRB will terminate the Federal Debt Collection Procedures Act Case 2:08-mc-131 and release all monies due to SK USA by the Garnishees in an expeditious matter as provided by the Court. However, The National Labor Relations Board reserves its right to reinstitute this case if Respondent defaults on this agreement.

3. All payments referenced in paragraphs one (1) and two (2) shall be made by certified or cashier's check and delivered on or before the date due to the attention of Compliance Officer, National Labor Relations Board, Region 22, 20 Washington Place, 5th Floor, Newark, New Jersey 07102.

4. SK USA and Cho each agree that, in case of non-compliance with any of the terms of this Stipulated Compliance Agreement ("Stipulation"), and unless such non-compliance is fully remedied within 14 days of notice of such non-compliance to SK USA and Cho, SK USA and Cho will be deemed jointly and severally liable for the total unpaid balance of the amounts owed, less any payments already made and cleared, plus interest.

5. In the event of non-compliance as outlined in paragraph three (3), SK USA and Cho each agrees that, without further notice, the Board may initiate any action or actions that



the Regional Director, in his sole discretion, deems necessary and appropriate to obtain satisfaction of the judgment debt owing in this matter, and that in such circumstances, SK USA and Cho waive their right to object to or oppose any such actions undertaken by the Board, which may include, but is/are not limited to:

a. The Regional Director issuing a supplemental compliance specification alleging Cho as personally liable for all amounts due and owing pursuant to this Stipulation. Thereafter, the General Counsel may file a motion for summary judgment with the Board on the allegations of the supplemental compliance specification. SK USA and Cho understand and agree that the allegations of the aforementioned supplemental compliance specification will be deemed true by the Board, and that Cho waives his right to submit an answer to said compliance specification. On receipt of said motion for summary judgment, the Board shall issue an order requiring Cho to show cause why said motion for summary judgment should not be granted. The Board may then, without necessity of trial or any other proceeding, find all allegations of the supplemental compliance specification to be true and make findings of fact and conclusions of law consistent with those allegations adverse to Cho, on all issues raised by the supplemental compliance specification. The Board may then issue an Order finding SK USA and Cho to be individually and severally liable for compliance, and directing SK USA and Cho to immediately pay all amounts due and owing, less any payments already made under the terms of this Stipulation. Cho further agrees that, upon application by the Board, the Board's Order may be enforced by judgment of the United States Court of Appeals entered thereon ex parte;

b. The Board initiating collection proceedings against SK USA and/or Cho pursuant to the Federal Debt Collection Procedures Act.

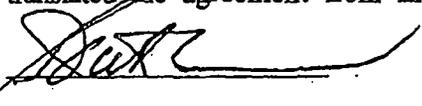


6. SK USA shall provide the Regional Director with updated lists of all of Respondent's customers, their addresses and the amount of monthly business transacted with each customer. This information shall be transmitted and due on the same day of each installment payment.

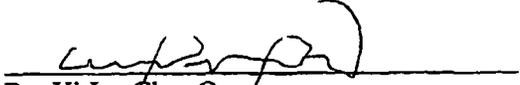
7. SK USA shall provide the Regional Director with monthly bank statements from all banks it uses to deposit customer transactions and to conduct business. This information shall be transmitted and due on the same day of each installment payment.

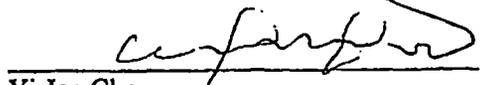
8. This Stipulated Compliance Agreement, together with the Supplemental Board Order, Supplemental Administrative Law Judge Decision, and Judgment Enforcing a Supplemental Order of the National Labor Relations Board from the United States Court of Appeals for the Third Circuit shall constitute the entire record herein.

9. This Stipulated Compliance Agreement was translated to Yi Jae Cho by Duk Lee from English to Korean. Duk Lee certifies that he is fluent in both English and Korean and has translated the agreement from English to Korean to Yi Jae Cho to the best of his abilities.


SK USA Cleaners Inc.

Yi Jae Cho,


By: Yi Jae Cho, Owner
January 30, 2009


Yi Jae Cho
January 30, 2009

Approved -Regional Director
National Labor Relations Board, Region 22

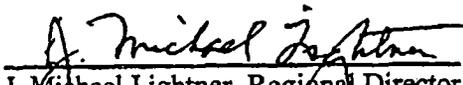

J. Michael Lightner, Regional Director - Region 22
January 30, 2009

EXHIBIT 4

UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

NATIONAL LABOR RELATIONS BOARD
Petitioner

GCO-098
06/07/2013
June 7, 2013
No. 13-2359

v.

SK USA SHIRTS
Respondent

Board Case No.
22-CA-87198

JUDGMENT ENFORCING AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD

Present: FUENTES, FISHER and VANASKIE, Circuit Judges

This cause was submitted upon the application of the National Labor Relations Board for summary entry of a judgment against Respondent, SK USA Shirts, its officers, agents, successors, and assigns, enforcing its order dated March 8, 2013, in Case No. 22-CA-87198, and the Court having considered the same, it is hereby

ORDERED AND ADJUDGED by the Court that the National Labor Relations Board's motion is granted, and Respondent, SK USA Shirts; its officers, agents, successors, and assigns, shall abide by said order of March 8, 2013.

Mandate shall issue forthwith.

By the Court,

/s/ Thomas I. Vanaskie
Circuit Judge

Dated: December 5, 2013
CLW/cc Linda Dreeben, Esq.
Mr. Yi Jae Cho



A True Copy

Marcia M. Waldron

Marcia M. Waldron, Clerk
Certified order issued in lieu of mandat

NATIONAL LABOR RELATIONS BOARD

v.

SK USA SHIRTS

ORDER

SK USA Shirts, Garfield, New Jersey, its officers, agents, successors, and assigns, shall

1. Cease and desist from

- (a) Failing and refusing to bargain collectively and in good faith with Local 947, USWU, I.U.J.A.T. as the exclusive collective-bargaining representative of the employees in the following appropriate unit by failing to continue in effect all the terms and conditions of employment of the unit as set forth in the June 1, 2007, to May 31, 2013 collective-bargaining agreement, by failing to remit dues payments to the Union since February 14, 2012. The unit is:

All production and maintenance employees employed by the Employer at its Garfield, New Jersey facility, except supervisors, guards and watchmen, as defined in the National Labor Relations Act.

- (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) Remit to the Union, as required by the 2007–2013 agreement, all dues that have not been remitted since February 14, 2012, with interest, in the manner set forth in the remedy section of this decision.
 - (b) 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 due under the terms of this Order.

- (c) Within 14 days after service by the Region, post at its facility in Garfield, New Jersey, copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 22, 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. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since February 14, 2012.
- (d) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

APPENDIX

NOTICE TO EMPLOYEES

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

The National Labor Relations Board 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 Local 947, USWU, I.U.J.A.T. as the exclusive collective-bargaining representative of the employees in the following unit by failing to continue in effect all the terms and conditions of employment of the unit as set forth in the June 1, 2007, to May 31, 2013 agreement, by ceasing to remit dues payments to the Union. The unit is:

All production and maintenance employees employed by us at our Garfield, New Jersey facility, except supervisors, guards and watchmen, as defined in the National Labor Relations Act.

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 remit to the Union dues that have not been remitted since February 14, 2012, with interest.

SK USA SHIRTS

EXHIBIT 5

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 22**

SK USA SHIRTS, INC.

and

**LOCAL 947, INTERNATIONAL UNION OF
JOURNEYMEN AND ALLIED TRADES**

CASE 22-CA-087198

COMPLIANCE SPECIFICATION AND NOTICE OF HEARING

The National Labor Relations Board, hereafter referred to as the Board, issued a Decision and Order on March 8, 2013 in the above captioned case, directing SK USA Shirts, Inc., herein referred to as the Respondent, to remit to Local 947, International Union of Journeymen and Allied Trades, herein called the Union, all dues that have not been remitted since February 14, 2012, as required by the 2007-2013 collective bargaining agreement between the parties. On December 5, 2013, the Court of Appeals for the Third Circuit entered its Judgment enforcing in full the Board Order herein.

As controversies exist regarding the union dues owed under the terms of the Board's Order and whether Respondent's president, Yi Jae Cho, herein individually called Cho, is jointly and severally liable with Respondent to fulfill the remedial obligations of the Board's Order, the Regional Director of the National Labor Relations Board for Region 22, pursuant to authority duly conferred upon him by the Board, hereby issues this Compliance Specification and Notice of Hearing and alleges the following:

1. At the times material to the remedy period in the Board's March 8, 2013 Decision and Order, the collective-bargaining agreement between Respondent and the Union compelled Respondent to remit union dues to the Union on a monthly basis, pursuant to Article VII – Membership Fee Check Off of the collective bargaining agreement.
2. On about July 5, 2012, the Union advised Respondent that its check to the Union for dues owed from February 2012 through June 2012 had bounced and that \$672 was owed for the July 2012 dues.
3. Since about February 14, 2012, Respondent ceased remitting dues payments to the Union.
4. Respondent claims to have no records of bargaining unit employees employed by Respondent since at least February 14, 2012.
5. A reasonable approximation of the union dues owed to the Union is \$24,864, plus interest. This total represents \$672 referenced above in paragraph 2 and is a representative union dues amount for one month, multiplied by the number of months, to date, that Respondent has failed to remit union dues, which is 37 months (February 2012 through February 2015.)
6. At all material times, Cho has been the owner, the president and an officer of Respondent with control of the day-to-day management, labor relations policies, business operations and financial resources of Respondent.
7. At all material times, Cho failed to adhere to corporate formalities in the management and direction of Respondent by: (1) failing to maintain arm's length relationship between Respondent and himself; (2) failing to follow the rules of

corporate governance; (3) failing to segregate accounts, (4) by diverting corporate funds or assets for non-corporate purposes; and (5) by commingling corporate and personal funds and money.

8. Based on the conduct described above in paragraph 7, adherence to the corporate form would sanction a fraud, promote injustice or lead to an evasion of legal obligations.
9. Based on the conduct described above in paragraphs 7 and 8, the corporate veil shielding Cho from personal liability arising from the Board's Order should be pierced.

Summarizing the facts specified above, Cho, as Respondent's owner, president and officer, shall be jointly and severally liable for the obligations of the Respondent, including the obligation for the make whole remedy in the amount of \$24,864, plus interest, to the Union. Both the union dues and interest continue to accrue to the date of payment.

ANSWER REQUIREMENT

Cho and Respondent are notified that, pursuant to Section 102.56 of the Board's Rules and Regulations, they must each file an answer to the supplemental compliance specification. The answers must be **received by this office on or before March 13, 2015, or postmarked on or before March 12, 2015**. Unless filed electronically in a pdf format, Cho and Respondent should each file an original and four copies of the answer with this office.

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

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

If no answers are 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 answers fail 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 Cho and/or Respondent from introducing any evidence controverting those allegations.

NOTICE OF HEARING

PLEASE TAKE NOTICE that at **10:00 a.m.** on **April 15, 2015**, and on consecutive days thereafter until concluded, a hearing will be conducted in a hearing room of the National Labor Relations Board, Region 22, 20 Washington Place, 5th Floor, Newark, New Jersey 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 Newark, New Jersey this 27th day of February, 2015.

/s/ David E. Leach III
David E. Leach III, Regional Director
National Labor Relations Board
Region 22
20 Washington Place, Fifth Floor
Newark, NJ 07102

EXHIBIT 6

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 22**

SK USA CLEANERS, INC.

and

YI JAE CHO, AN INDIVIDUAL

and

**LOCAL 947, INTERNATIONAL UNION OF
JOURNEYMEN AND ALLIED TRADES**

CASE 22-CA-026959

**SUPPLEMENTAL COMPLIANCE SPECIFICATION and NOTICE OF
HEARING**

On March 22, 2006, the National Labor Relations Board (“the Board”) issued its Decision and Order in this case ordering SK USA Cleaners, Inc., its officers, agents, successors and assigns (“Respondent”, to, among other things, make whole all employees who were discharged on June 15, 2005. On June 28, 2006, the Court of Appeals for the Third Circuit entered its Judgment enforcing in full the Board’s Order.

In order to determine the backpay due under the terms of the Board’s Order and to hold Respondent’s president, Yi Jae Cho (“Cho”), jointly and severally liable with Respondent for the remedial obligations of the Board’s Order, the Regional Director of the National Labor Relations Board for Region 22, pursuant to authority duly conferred upon him by the Board, hereby issues this Supplemental Compliance Specification and Notice of Hearing and alleges the following:

1. On January 30, 2009, Respondent and Cho signed a Stipulated Compliance Agreement (Attachment A) between and among Respondent, Cho and Region 22

of the National Labor Relations Board that required Respondent to pay \$105,105.39 to make whole discriminatees Urbano Gusman, Margarita Hernandez, Emma Huesca, and Guadalupe Vicky Huesca¹ This total represents \$79,270 backpay in due, plus \$16,280.35 interest, and the \$9,555.04 surcharge as provided by the Federal Debt Collection Procedure Act.

2. By entering into the Stipulated Compliance Agreement, Cho agreed that, in case of non-compliance with any of the terms of the Agreement, Cho is jointly and severally liable for the total unpaid balance of the amounts owed, less any payments already made, plus interest.
3. Respondent paid \$25,000 upon the signing of the Stipulated Compliance Agreement, and made installment payments totaling \$28,449.32, the last such payment being made on July 17, 2013. Despite efforts to obtain compliance, Respondent and Cho have failed to fulfill the requirements of the Stipulated Compliance Agreement.
4. At this time Respondent's obligation under the Board's Order, as enforced by the Circuit Court, to make whole discriminatees for monetary losses, and minus payments made to them pursuant to the Stipulated Compliance Agreement is \$25,820.68.
5. Respondent and Cho failed to pay the \$16,280.35 in interest owed pursuant to the Stipulated Compliance Agreement; and currently owes all of the original interest.
6. Respondent and Cho have failed to pay the surcharge of \$9,555.04.

¹ The backpay, plus interest, totals for each discriminatee were: Urbano Gusman, \$25,219 plus interest; Margarita Hernandez, \$25,233 plus interest; Emma Huesca, \$14,539 plus interest; and Guadalupe Vicky Huesca, \$14,279 plus interest.

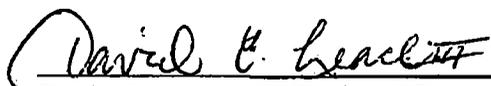
7. Even though requested repeatedly to do so, Respondent and Cho have failed to cure the default.
8. At all material times, Cho has been the owner, president and an officer of Respondent with control of the day-to-day management, labor relations policies, business operations and financial resources of Respondent.
9. At all material times, Cho failed to adhere to corporate formalities in the management and direction of Respondent by: (1) failing to maintain arm's length relationship between Respondent and himself; (2) failing to follow the rules of corporate governance; (3) failing to segregate accounts; (4) by diverting corporate funds or assets for non-corporate purposes; and (5) by commingling corporate and personal funds and money.
10. Based on the conduct described above, adherence to the corporate form would sanction a fraud, promote injustice or lead to an evasion of legal obligations.
11. Based on the conduct described above, and the agreement described above, the corporate veil shielding Cho from personal liability arising from the Board's Order should be pierced.
12. Pursuant of the Stipulated Compliance Agreement, and based on Cho misconduct described above, Respondent and Cho, jointly and severally, owe the following: Breakout Principal and interest now owing to each discriminatee, include interest and formula for interest, and surcharge.

ANSWER REQUIREMENT

Respondent and Cho have waived their right to file an answer to the Supplemental Compliance Specification. By terms of the Compliance Settlement Agreement,

Respondent and Cho acknowledged that upon their non-compliance with the terms of the Compliance Settlement Agreement, the allegations of the Specification will be deemed admitted and any Answer to the Specification will be considered withdrawn; that the General Counsel may file a motion for default judgment with the Board on the allegations of the Specification; and that the only issue that may be raised before the Board is whether Respondent and/or Cho defaulted on the terms of the Compliance Settlement Agreement. Pursuant to the Compliance Settlement Agreement, the Board may then, without necessity of trial or any other proceeding, find all allegations in the Specification to be true and make findings of fact and conclusions of law consistent with those allegations adverse to Respondent and/or Cho on all issues raised by the Specification.

DATED at Newark, New Jersey this 1st day of April, 2015.



David E. Leach III, Regional Director
National Labor Relations Board
Region 22
20 Washington Place, Fifth Floor
Newark, NJ 07102

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION TWENTY-TWO**

SK USA CLEANERS INC.

AND

NLRB CASE 22-CA-26959

**FEDERAL DEBT COLLECTION
PROCEDURES ACT 2:08-MC-131**

NATIONAL LABOR RELATIONS BOARD

STIPULATED COMPLIANCE AGREEMENT

It is hereby stipulated and agreed by and between., SK USA Cleaners Inc., ("Respondent" or "SK USA") and, Mr. Yi Jae Cho, President and owner of Respondent ("Cho"), and Region 22 of the National Labor Relations Board ("Region 22") as follows:

WHEREAS, on July 24, 2007, the United States Court of Appeals for the Third Circuit issued a judgment in favor of the National Labor Relations Board ("the Board") that required Respondent to pay \$79,270.00 to make whole **Urbano Guzman, Margarita Hernandez, Emma Huesca, and Vicky Huesca** ;

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED by the undersigned as follows:

In full satisfaction of all monetary obligations owed by Respondent in *SK USA, NLRB Case 22-CA-26959* and Federal District Court case No. 2:08-mc-131, SK USA has agreed to pay full backpay including interest and surcharge to **Urbano Guzman, Margarita Hernandez, Emma Huesca, and Vicky Huesca** in the total amount of \$105,105.39, which represents \$79,270.00 backpay due, \$16,280.35 interest, and \$9,555.04 surcharge. SK USA will pay \$25,000 upon the signing of this agreement and will pay the remainder in equal monthly installments of \$1,500 beginning on February 20, 2009 and continuing every month thereafter on the first day of each month until fully paid. Interest will continue to accrue until the

ATTACHMENT A



debt is fully paid. The Employer is responsible for 7.65% of Federal Taxes which includes Social Security Taxes and Medicare taxes on backpay wages paid.

1. SK USA will make all checks payable to the "National Labor Relations Board." Interest Payments are to be paid without standard payroll tax deductions. All other payments are subject to standard payroll tax deductions. SK USA will be responsible for the Employer's share of tax withholdings.

2. In consideration for SK USA's \$25,000 down payment, which was received by the National Labor Relations Board on January 29, 2009 via wire transfer, the NLRB will terminate the Federal Debt Collection Procedures Act Case 2:08-mc-131 and release all monies due to SK USA by the Garnishees in an expeditious matter as provided by the Court. However, The National Labor Relations Board reserves its right to reinstitute this case if Respondent defaults on this agreement.

3. All payments referenced in paragraphs one (1) and two (2) shall be made by certified or cashier's check and delivered on or before the date due to the attention of Compliance Officer, National Labor Relations Board, Region 22, 20 Washington Place, 5th Floor, Newark, New Jersey 07102.

4. SK USA and Cho each agree that, in case of non-compliance with any of the terms of this Stipulated Compliance Agreement ("Stipulation"), and unless such non-compliance is fully remedied within 14 days of notice of such non-compliance to SK USA and Cho, SK USA and Cho will be deemed jointly and severally liable for the total unpaid balance of the amounts owed, less any payments already made and cleared, plus interest.

5. In the event of non-compliance as outlined in paragraph three (3), SK USA and Cho each agrees that, without further notice, the Board may initiate any action or actions that



the Regional Director, in his sole discretion, deems necessary and appropriate to obtain satisfaction of the judgment debt owing in this matter, and that in such circumstances, SK USA and Cho waive their right to object to or oppose any such actions undertaken by the Board, which may include, but is/are not limited to:

a. The Regional Director issuing a supplemental compliance specification alleging Cho as personally liable for all amounts due and owing pursuant to this Stipulation. Thereafter, the General Counsel may file a motion for summary judgment with the Board on the allegations of the supplemental compliance specification. SK USA and Cho understand and agree that the allegations of the aforementioned supplemental compliance specification will be deemed true by the Board, and that Cho waives his right to submit an answer to said compliance specification. On receipt of said motion for summary judgment, the Board shall issue an order requiring Cho to show cause why said motion for summary judgment should not be granted. The Board may then, without necessity of trial or any other proceeding, find all allegations of the supplemental compliance specification to be true and make findings of fact and conclusions of law consistent with those allegations adverse to Cho, on all issues raised by the supplemental compliance specification. The Board may then issue an Order finding SK USA and Cho to be individually and severally liable for compliance, and directing SK USA and Cho to immediately pay all amounts due and owing, less any payments already made under the terms of this Stipulation. Cho further agrees that, upon application by the Board, the Board's Order may be enforced by judgment of the United States Court of Appeals entered thereon ex parte;

b. The Board initiating collection proceedings against SK USA and/or Cho pursuant to the Federal Debt Collection Procedures Act.

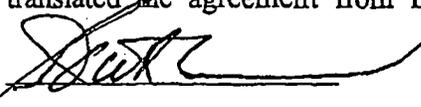
A handwritten signature in black ink, appearing to be 'L. J. Cho', is located at the bottom right of the page.

6. SK USA shall provide the Regional Director with updated lists of all of Respondent's customers, their addresses and the amount of monthly business transacted with each customer. This information shall be transmitted and due on the same day of each installment payment.

7. SK USA shall provide the Regional Director with monthly bank statements from all banks it uses to deposit customer transactions and to conduct business. This information shall be transmitted and due on the same day of each installment payment.

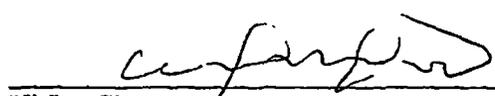
8. This Stipulated Compliance Agreement, together with the Supplemental Board Order, Supplemental Administrative Law Judge Decision, and Judgment Enforcing a Supplemental Order of the National Labor Relations Board from the United States Court of Appeals for the Third Circuit shall constitute the entire record herein.

9. This Stipulated Compliance Agreement was translated to Yi Jae Cho by Duk Lee from English to Korean. Duk Lee certifies that he is fluent in both English and Korean and has translated the agreement from English to Korean to Yi Jae Cho to the best of his abilities.


SK USA Cleaners Inc.


By: Yi Jae Cho, Owner
January 30, 2009

Yi Jae Cho,


Yi Jae Cho
January 30, 2009

Approved -Regional Director
National Labor Relations Board, Region 22

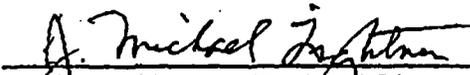

J. Michael Lightner, Regional Director - Region 22
January 30, 2009

EXHIBIT 7

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 22

SK USA CLEANERS, INC.

and

LOCAL 947, INTERNATIONAL UNION OF
JOURNEYMEN AND ALLIED TRADES

CASE 22-CA-026959

AMENDED COMPLIANCE SPECIFICATION AND NOTICE OF HEARING

The National Labor Relations Board, hereafter referred to as the Board, issued its Decision and Order on March 22, 2006 in the above captioned case, directing that SK USA Cleaners, Inc., its officers, agents, successors and assigns, herein referred to as the Respondent, take certain affirmative actions, including making whole all employees who were discharged on June 15, 2005, for their losses resulting from Respondent's unfair labor practices in violation of Section 8(a)(1) & (3) of the Act. On June 28, 2006, the Court of Appeals for the Third Circuit entered its Judgment enforcing in full the Board's Order.

As controversies exist regarding the backpay due under the terms of the Board's Order and whether Respondent's president, Yi Jae Cho, herein individually called Cho, is jointly and severally liable with Respondent to fulfill the remedial obligations of the Board's Order, the Regional Director of the National Labor Relations Board for Region 22, pursuant to authority duly conferred upon him by the Board, hereby issues this Amended Compliance Specification and Notice of Hearing and alleges the following:

1. The gross backpay due the discriminatees, Urbano Gusman, Margarita Hernandez, Emma Huesca and Guadalupe Vickie Huesca, is the amount of earnings they would have received but for the discrimination against them.
 - a. The backpay period for all discriminatees begins on June 15, 2005, the date the employees were discharged.
 - b. The backpay period for all discriminatees ends on September 15, 2006, the date the employees were offered reinstatement.
2. Regarding the number of hours per week claimed in the Specification:
 - a. The Employer has no payroll records showing hours worked or wages paid to the discriminatees prior to the backpay period. According to Cho, the records were destroyed by a sprinkler accident. Cho also avers that the discriminatees had been paid in cash for all but two weeks prior to the backpay period.
 - b. Cho submitted copies of checks for wages given to each of the discriminatees for pay periods ending 6/15/2005 and 6/22/2005.
 - c. Cho also submitted "Application for Work" forms signed by each discriminatee, which lists their terms of employment. The application forms for Urbano Gusman, Margarita Hernandez and Vickie Huesca show they were hired to work 6 days per week, 60 hours per week at \$5.50 per hour. The remaining application forms of Emma Huesca shows she was hired to work five days per week, 50 hours per week at \$5.50 per hour.

- d. Based on the facts set forth above, an appropriate formula for gross backpay for each discriminatee is to multiply the number of hours each discriminatee was hired to work (50 or 60 hours) times \$5.50 per hour for each week in the backpay period, divided into the appropriate calendar quarters of the backpay period.
3. Each discriminatee's gross backpay calculations and interim earnings deductions are reflected on individual worksheets labeled alphabetically Appendixes A through D.
 - a. Each worksheet lists the year and quarter in Column A, the number of weeks in each quarter in Column B, the hours claimed in Column C and the hourly rate claimed in Column D. Column I is the gross backpay claimed for the quarter. The interim earnings are listed in Column L, interim expenses in Column N and net interim earnings in Column P. The net backpay is listed in Column Q. Other expenses, union dues deduction, are listed in Column R and the total backpay claimed is listed in Column T.
 - b. The summary spreadsheet, Appendix E, shows the individual backpay claim of each discriminatee by name with the corresponding gross backpay claim, interim earnings deductions and net backpay claim as well as the grand total.
4. Quarterly gross backpay was obtained by multiplying the number of weeks [Column B] by hours per week [Column C] by the regular hourly rates, [Column

D] in each quarter of the backpay period, as appears in Column I for each discriminatee in Appendix A through D.

5. (a) The amount of interim expenses [Column N] are deducted from interim earnings [Column L] and appear in each quarter of the backpay period, as appears in Net Interim Earnings [Column P] in Appendix A through D.

(b) The amount of net interim earnings for any discriminatee during the respective backpay periods was [Column P] subtracted from the gross quarterly backpay figure [Column I] resulting in the net backpay as appears in [Column Q] of each worksheet A through D.

6. The total net backpay due each discriminatee is the sum of the calendar quarter amounts due them as appears in Column Q of the worksheet.

7. The amount of unauthorized union dues deductions claimed for each discriminatee appears in Column R of each worksheet A through D.

8. The total backpay due each discriminatee is the sum of the net backpay [Column Q] plus the other expense [Column R] for each calendar quarter resulting in the total backpay claim as appears in Column T of each worksheet A through D.

9. Summarizing the facts and calculations specified above, Respondent's obligation under the Board's Order, as enforced by the Circuit Court, to make whole each discriminatee for monetary losses will be fulfilled by payment to them in the amounts set forth in Appendix E and summarized below, plus interest accrued to the date of payment, pursuant to said Order:

a. Urbano Gusman \$25,219 plus interest

b. Margarita Hernandez \$25,233 plus interest

c. Emma Huesca \$14,539 plus interest

d. Guadalupe Vicky Huesca \$14,279 plus interest

10. In its April 12, 2007 Supplemental Order, 346 NLRB No. 63, the Board Ordered Respondent, its officers, agents, successors and assigns, to make payments to the individuals named above in paragraph 9(a) through 9(d) in the amounts set forth next to each individual's name, plus interest, calculated in the manner described in *New Horizons for the Retarded*, 283 NLRB 1173 (1987), minus tax withholdings as required by Federal and State laws.
11. On January 30, 2009, Respondent signed a Stipulated Compliance Agreement between Respondent, Cho and Region 22 of the National Labor Relations Board that required Respondent to pay \$105,105.39 to make whole the individuals named above in paragraph 9. This total represents \$79,270 backpay due, \$16,280.35 interest, and \$9,555.04 surcharge.
12. By signing the Stipulated Compliance Agreement described above in paragraph 11, Cho agreed that, in case of non-compliance with any of the terms of the Agreement, Cho will be deemed jointly and severally liable for the total unpaid balance of the amounts owed, less any payments already made and cleared, plus interest.
13. Respondent paid \$25,000 upon the signing of the Stipulated Compliance Agreement described above in paragraph 11, and agreed to pay the remainder owed in equal monthly installments of \$1,500 beginning on February 9, 2009 and continuing every month thereafter on the first day of each month until fully paid. The interest is to continue to accrue until the debt is fully paid.

14. On or about July 17, 2013, Respondent submitted a payment of \$500 to the Region 22 office, which represented a monthly installment payment on his debt described above in paragraphs 9 through 11 and 13. Thereafter, Respondent ceased making payments and has failed to fulfill the requirements of the April 12, 2007 Supplemental Board Order and/or the Stipulated Compliance Agreement.
15. At all material times, Cho has been the owner, president and an officer of Respondent with control of the day-to-day management, labor relations policies, business operations and financial resources of Respondent.
16. At all material times, Cho failed to adhere to corporate formalities in the management and direction of Respondent by: (1) failing to maintain arm's length relationship between Respondent and himself; (2) failing to follow the rules of corporate governance; (3) failing to segregate accounts; (4) by diverting corporate funds or assets for non-corporate purposes; and (5) by commingling corporate and personal funds and money.
17. Based on the conduct described above in paragraph 16, adherence to the corporate form would sanction a fraud, promote injustice or lead to an evasion of legal obligations.
18. Based on the conduct described above in paragraphs 16 and 17, and the agreement described above in paragraph 12, the corporate veil shielding Cho from personal liability arising from the Board's Order should be pierced.

Summarizing the facts specified above, Cho, as Respondent's owner and officer, shall be jointly and severally liable for the obligations of the Respondent, including the obligation for the remaining make whole remedy in the amount of \$50,856.07 to the individuals

named above in paragraph 9, which will be satisfied by payment to them, plus interest accrued to the date of payment pursuant to such Order.

ANSWER REQUIREMENT

Cho and Respondent are notified that, pursuant to Section 102.56 of the Board's Rules and Regulations, they each must file an answer to the amended compliance specification. The answer must be **received by this office on or before March 13, 2015, or postmarked on or before March 12, 2015.** Unless filed electronically in a pdf format, Cho and Respondent should each file an original and four copies of the answer with this office.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that such answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to

be transmitted to the Regional Office. However, if the electronic version of an answer to a 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 amended compliance specification that are within the knowledge of Cho and/or 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 answers must state the basis for any disagreement with any allegations that are within Cho's or Respondent's knowledge, and set forth in detail Cho's and 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 amended compliance specification are true. If the answer fails to deny allegations of the amended 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 amended compliance specification are true and preclude Cho and/or Respondent from introducing any evidence controverting those allegations.

NOTICE OF HEARING

PLEASE TAKE NOTICE that at **10:00 a.m.** on **April 15, 2015**, and on consecutive days thereafter until concluded, a hearing will be conducted in a hearing room of the National Labor Relations Board, Region 22, 20 Washington Place, 5th Floor, Newark, New Jersey 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 Newark, New Jersey this 27th day of February, 2015.

/s/ David E. Leach III
David E. Leach III, Regional Director
National Labor Relations Board
Region 22
20 Washington Place, Fifth Floor
Newark, NJ 07102

EXHIBIT 8

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 22**

**SK USA CLEANERS, INC.
a/k/a SK USA SHIRTS, INC.**

and

YI JAE CHO, AN INDIVIDUAL

CASE NO. 22-CA-026959

and

**LOCAL 947, INTERNATIONAL UNION OF
JOURNEYMEN AND ALLIED TRADES**

**SK USA CLEANERS, INC.
a/k/a SK USA SHIRTS, INC.**

and

YI JAE CHO, AN INDIVIDUAL

CASE NO. 22-CA-087198

and

**LOCAL 947, INTERNATIONAL UNION OF
JOURNEYMEN AND ALLIED TRADES**

**ORDER AMENDING AND CONSOLIDATING CASES,
CONSOLIDATED AMENDED COMPLIANCE SPECIFICATION
AND NOTICE OF HEARING**

Pursuant to Section 102.55(c) of the Rules and Regulations of the National Labor Relations Board (the Board), the Regional Director of the Board for Region 22 ("Regional Director") hereby amends the above captioned cases as follows:

1. SK USA Cleaners, Inc.'s name in the caption and in the second line of the Supplemental Compliance Specification and Notice of Hearing issued in

Case No. 22-CA-026959, on April 1, 2015, will be changed to SK USA Cleaners a/k/a SK USA Shirts, Inc. (Respondent).

2. SK USA Shirts, Inc.'s name in the caption and in the second and third lines of the Amended Compliance Specification and Notice of Hearing issued in Case No. 22-CA-087198, on April 1, 2015, will be changed to SK USA Cleaners a/k/a SK USA Shirts, Inc. (Respondent).

Pursuant to Sections 102.33 and 102.54(b) of the Rules and Regulations of the Board, and to avoid unnecessary costs or delay, IT IS ORDERED THAT the Supplemental Compliance Specification and Notice of Hearing issued in Case No. 22-CA-026959, is consolidated with the Amended Compliance Specification and Notice of Hearing in Case No. 22-CA-087198.

These cases having been consolidated, the Regional Director, pursuant to authority duly conferred upon him by the Board, hereby issues this Order Amending and Consolidating Cases, Consolidated Amended Compliance Specification and Notice of Hearing and alleges as follows:

22-CA-026959

1. On March 22, 2006, the Board issued its Decision and Order in Case No. 22-CA-026959 ordering SK USA Cleaners a/k/a SK USA Shirts, Inc., herein, Respondent to, among other things, make whole all employees who were discharged on June 15, 2005.
2. On June 28, 2006, the Court of Appeals for the Third Circuit entered its Judgment enforcing in full the Board's Order.

3. On April 1, 2015, the Regional Director issued a Supplemental Compliance Specification and Notice of Hearing in order to determine the backpay due under the terms of the Board's Order and to hold Respondent's president, Yi Jae Cho ("Cho"), jointly and severally liable with Respondent for the remedial obligations of the Board's Order.
4. On January 30, 2009, Respondent and Cho signed a Stipulated Compliance Agreement ("Agreement")¹ between and among Respondent, Cho, and Region 22 of the Board that required Respondent to pay \$105,105.39 to make whole discriminatees Urbano Gusman, Margarita Hernandez, Emma Huesca, and Guadalupe Vick Huesca.² This total represents \$79,270 in backpay due, plus \$16,280.35 interest, and the \$9,555.04 surcharge as provided by the Federal Debt Collection Procedure Act.
5. By entering into the Agreement, Cho agreed that, in case of non-compliance with any of the terms of the Agreement, he is jointly and severally liable for the total unpaid balance of the amounts owed, less any payments already made, plus interest.
6. Respondent paid \$25,000 upon the signing of the Agreement, and made installment payments totaling \$28,449.32, the last such payment being made on July 17, 2013. Despite efforts to obtain compliance, Respondent and Cho have failed to fulfill the requirements of the Agreement.

¹ Attached hereto as Attachment A.

² The backpay, plus interest, totals for each discriminatee were: Urbao Gusman, \$25,219 plus interest; Margarita Hernandez, \$25,233 plus interest; Emma Huesca, \$14,539 plus interest; and Guadalupe Vicky Huesca, \$14, 279 plus interest.

7. At this time Respondent's obligation under the Board's Order, as enforced by the Circuit Court, to make whole discriminatees for monetary losses, and minus payments made to them pursuant to the Agreement is \$25,820.68.
8. Respondent and Cho failed to pay the \$16,280.35 in interest owed pursuant to the Agreement, and currently owes all of the original interest.
9. Respondent and Cho have failed to pay the surcharge of \$9,555.04.
10. Even though requested repeatedly to do so, Respondent and Cho have failed to cure the default.
11. At all material times, Cho has been the owner, president and an officer of Respondent with control of the day-to-day management, labor relations policies, business operations and financial resources of Respondent.
12. At all material times, Cho failed to adhere to corporate formalities in the management and direction of Respondent by: (1) failing to maintain arm's length relationship between Respondent and himself; (2) failing to follow the rules of corporate governance; (3) failing to segregate accounts; (4) by diverting corporate funds or assets for non-corporate purposes; and (5) commingling corporate and personal funds and money.
13. Based on conduct described above, adherence to the corporate form would sanction a fraud, promote injustice or lead to an evasion of legal obligations.
14. Based on the conduct and the Agreement describe above, the corporate veil shielding Cho from liability arising from the Board's Order should be pierced.

15. Pursuant to the Agreement, and based on Cho's misconduct described above, Respondent and Cho, jointly and severally, owe the following: Breakout Principal and interest now owed to each discriminatee, including the surcharge.

22-CA-087198

16. On March 8, 2013, the Board issued a Decision and Order in Case No. 22-CA-087198, directing Respondent, SK USA Cleaners, Inc., a/k/a SK USA Shirts, Inc. to remit to Local 947, International Union of Journeymen and Allied Trades ("Union") all dues that have not been remitted since February 14, 2012, as required by the 2007 - 2013 collective bargaining agreement between the parties.

17. On December 5, 2013, the Court of Appeals for the Third Circuit entered its Judgment enforcing in full the Board Order herein.

18. On April 1, 2015, the Regional Director issued an Amended Compliance Specification and Notice of Hearing in order to determine the Union dues owed under the terms of the Board's Order and whether Cho is jointly and severally liable with Respondent to fulfill the remedial obligations of the Board's Order.

19. At the times material to the remedial period in the Board's March 8, 2013, Decision and Order, the collective-bargaining agreement between Respondent and the Union compelled Respondent to remit union dues to the Union on a monthly basis, pursuant to Article VII - Membership Fee Check Off of the collective-bargaining agreement.

20. On about July 5, 2012, the Union advised Respondent that its check to the Union for dues owed from February 2012 through June 2012 had bounced and that \$672 was owed for the July 2012 dues.

21. Since February 14, 2012, Respondent ceased remitting dues payments to the Union.
22. Respondent claims to have no records of bargaining unit employees employed by Respondent since at least February 14, 2012.
23. A reasonable approximation of the union dues owed to the Union is \$24,864. This total represents \$672 referenced above in paragraph 20 and is a representative union dues amount for one month, multiplied by the number of months, to date, that Respondent has failed to remit union dues, which is 42 months (February 2012 through August 2015).
24. As indicated above in paragraph 4, on January 30, 2009, in Case No. 22-CA-026959, Respondent and Cho signed the Agreement which agreed, among other things, that in case of no-compliance with any of the terms of the Agreement, Cho will be deemed jointly and severally liable for the total unpaid balance of backpay amounts owed as specified therein.
25. At all material times, Cho has been the owner, president and an officer of Respondent with control of the day-to-day management, labor relations policies, business operations and financial resources of Respondent.
26. At all material times, Cho failed to adhere to corporate formalities in the management and direction of Respondent by: (1) failing to maintain arm's length relationship between Respondent and himself; (2) failing to follow the rules of corporate governance; (3) failing to segregate accounts; (4) by diverting corporate funds or assets for non-corporate purposes; and (5) commingling corporate and personal funds and money.

27. Based on conduct described above, adherence to the corporate form would sanction a fraud, promote injustice or lead to an evasion of legal obligations.
28. Based on the conduct and the Agreement describe above, the corporate veil shielding Cho from liability arising from the Board's Order should be pierced.
29. Pursuant to the Agreement, and based on Cho's misconduct described above, Respondent and Cho, shall be jointly and severally liable for the obligations of Respondent, including the obligation for the make whole remedy in the amount of \$24,864 in dues to the Union. Both the Union dues and the interest described in the Agreement continue to accrue to the date of payment.

ANSWER REQUIREMENT

Cho and Respondent are notified that, pursuant to Section 102.56 of the Board's Rules and Regulations, they must each file an answer to the consolidated amended compliance specification. The answers must be **received by this office on or before September 10, 2015, or postmarked on or before September 9, 2015**. Unless filed electronically in a *pdf* format, Cho and Respondent should each file an original and four copies of the answer with this office.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of

more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that such answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a *pdf* document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a 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 answers may not be filed by facsimile transmission.

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

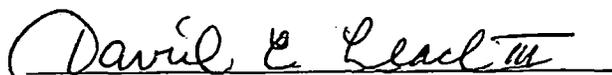
If no answers are filed or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated

amended compliance specification are true. If the answers fail to deny allegations of the consolidated amended 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 Cho and/or Respondent from introducing any evidence controverting those allegations.

NOTICE OF HEARING

PLEASE TAKE NOTICE that at **10:00 a.m.** on **October 13, 2015**, and on consecutive days thereafter until concluded, a hearing will be conducted in a hearing room of the National Labor Relations Board, Region 22, 20 Washington Place, 5th Floor, Newark, New Jersey, 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 consolidated amended 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: August 20, 2015
Newark, New Jersey



David E. Leach III, Regional Director
National Labor Relations Board
Region 22
20 Washington Place, Fifth Floor
Newark, NJ 07102

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION TWENTY-TWO**

SK USA CLEANERS INC.

AND

NLRB CASE 22-CA-26959

**FEDERAL DEBT COLLECTION
PROCEDURES ACT 2:08-MC-131**

NATIONAL LABOR RELATIONS BOARD

STIPULATED COMPLIANCE AGREEMENT

It is hereby stipulated and agreed by and between., SK USA Cleaners Inc., ("Respondent" or "SK USA") and, Mr. Yi Jae Cho, President and owner of Respondent ("Cho"), and Region 22 of the National Labor Relations Board ("Region 22") as follows:

WHEREAS, on July 24, 2007, the United States Court of Appeals for the Third Circuit issued a judgment in favor of the National Labor Relations Board ("the Board") that required Respondent to pay \$79,270.00 to make whole Urbano Guzman, Margarita Hernandez, Emma Huesca, and Vicky Huesca ;

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED by the undersigned as follows:

In full satisfaction of all monetary obligations owed by Respondent in *SK USA, NLRB Case 22-CA-26959* and Federal District Court case No. 2:08-mc-131, SK USA has agreed to pay full backpay including interest and surcharge to Urbano Guzman, Margarita Hernandez, Emma Huesca, and Vicky Huesca in the total amount of \$105,105.39, which represents \$79,270.00 backpay due, \$16,280.35 interest, and \$9,555.04 surcharge. SK USA will pay \$25,000 upon the signing of this agreement and will pay the remainder in equal monthly installments of \$1,500 beginning on February 20, 2009 and continuing every month thereafter on the first day of each month until fully paid. Interest will continue to accrue until the

ATTACHMENT A



debt is fully paid. The Employer is responsible for 7.65% of Federal Taxes which includes Social Security Taxes and Medicare taxes on backpay wages paid.

1. SK USA will make all checks payable to the "National Labor Relations Board." Interest Payments are to be paid without standard payroll tax deductions. All other payments are subject to standard payroll tax deductions. SK USA will be responsible for the Employer's share of tax withholdings.

2. In consideration for SK USA's \$25,000 down payment, which was received by the National Labor Relations Board on January 29, 2009 via wire transfer, the NLRB will terminate the Federal Debt Collection Procedures Act Case 2:08-mc-131 and release all monies due to SK USA by the Garnishees in an expeditious matter as provided by the Court. However, The National Labor Relations Board reserves its right to reinstitute this case if Respondent defaults on this agreement.

3. All payments referenced in paragraphs one (1) and two (2) shall be made by certified or cashier's check and delivered on or before the date due to the attention of Compliance Officer, National Labor Relations Board, Region 22, 20 Washington Place, 5th Floor, Newark, New Jersey 07102.

4. SK USA and Cho each agree that, in case of non-compliance with any of the terms of this Stipulated Compliance Agreement ("Stipulation"), and unless such non-compliance is fully remedied within 14 days of notice of such non-compliance to SK USA and Cho, SK USA and Cho will be deemed jointly and severally liable for the total unpaid balance of the amounts owed, less any payments already made and cleared, plus interest.

5. In the event of non-compliance as outlined in paragraph three (3), SK USA and Cho each agrees that, without further notice, the Board may initiate any action or actions that

A handwritten signature in black ink, appearing to be "C. Cho", is located at the bottom right of the page.

the Regional Director, in his sole discretion, deems necessary and appropriate to obtain satisfaction of the judgment debt owing in this matter, and that in such circumstances, SK USA and Cho waive their right to object to or oppose any such actions undertaken by the Board, which may include, but is/are not limited to:

a. The Regional Director issuing a supplemental compliance specification alleging Cho as personally liable for all amounts due and owing pursuant to this Stipulation. Thereafter, the General Counsel may file a motion for summary judgment with the Board on the allegations of the supplemental compliance specification. SK USA and Cho understand and agree that the allegations of the aforementioned supplemental compliance specification will be deemed true by the Board, and that Cho waives his right to submit an answer to said compliance specification. On receipt of said motion for summary judgment, the Board shall issue an order requiring Cho to show cause why said motion for summary judgment should not be granted. The Board may then, without necessity of trial or any other proceeding, find all allegations of the supplemental compliance specification to be true and make findings of fact and conclusions of law consistent with those allegations adverse to Cho, on all issues raised by the supplemental compliance specification. The Board may then issue an Order finding SK USA and Cho to be individually and severally liable for compliance, and directing SK USA and Cho to immediately pay all amounts due and owing, less any payments already made under the terms of this Stipulation. Cho further agrees that, upon application by the Board, the Board's Order may be enforced by judgment of the United States Court of Appeals entered thereon ex parte;

b. The Board initiating collection proceedings against SK USA and/or Cho pursuant to the Federal Debt Collection Procedures Act.

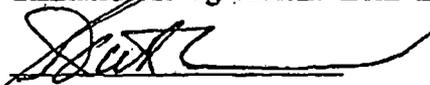


6. SK USA shall provide the Regional Director with updated lists of all of Respondent's customers, their addresses and the amount of monthly business transacted with each customer. This information shall be transmitted and due on the same day of each installment payment.

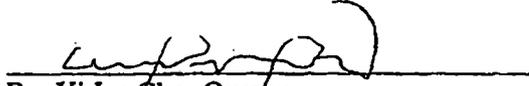
7. SK USA shall provide the Regional Director with monthly bank statements from all banks it uses to deposit customer transactions and to conduct business. This information shall be transmitted and due on the same day of each installment payment.

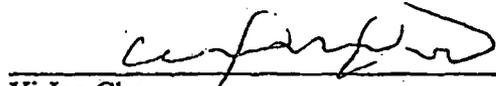
8. This Stipulated Compliance Agreement, together with the Supplemental Board Order, Supplemental Administrative Law Judge Decision, and Judgment Enforcing a Supplemental Order of the National Labor Relations Board from the United States Court of Appeals for the Third Circuit shall constitute the entire record herein.

9. This Stipulated Compliance Agreement was translated to Yi Jae Cho by Duk Lee from English to Korean. Duk Lee certifies that he is fluent in both English and Korean and has translated the agreement from English to Korean to Yi Jae Cho to the best of his abilities.


SK USA Cleaners Inc.

Yi Jae Cho,


By: Yi Jae Cho, Owner
January 30, 2009


Yi Jae Cho
January 30, 2009

Approved -Regional Director
National Labor Relations Board, Region 22

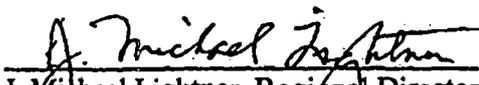

J. Michael Lightner, Regional Director - Region 22
January 30, 2009

EXHIBIT 9

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 22**

**SK USA CLEANERS, INC.
a/k/a SK USA SHIRTS, INC.**

and

YI JAE CHO, AN INDIVIDUAL

CASE NO. 22-CA-026959

and

**LOCAL 947, INTERNATIONAL UNION OF
JOURNEYMEN AND ALLIED TRADES**

**SK USA CLEANERS, INC.
a/k/a SK USA SHIRTS, INC.**

and

YI JAE CHO, AN INDIVIDUAL

CASE NO. 22-CA-087198

and

**LOCAL 947, INTERNATIONAL UNION OF
JOURNEYMEN AND ALLIED TRADES**

**ORDER AMENDING AND CONSOLIDATING CASES,
CONSOLIDATED AMENDED COMPLIANCE SPECIFICATION
AND NOTICE OF HEARING**

Pursuant to Section 102.55(c) of the Rules and Regulations of the National Labor Relations Board (the Board), the Regional Director of the Board for Region 22 ("Regional Director") hereby amends the above captioned cases as follows:

1. SK USA Cleaners, Inc.'s name in the caption and in the second line of the Supplemental Compliance Specification and Notice of Hearing issued in

Case No. 22-CA-026959, on April 1, 2015, will be changed to SK USA Cleaners a/k/a SK USA Shirts, Inc. (Respondent).

2. SK USA Shirts, Inc.'s name in the caption and in the second and third lines of the Amended Compliance Specification and Notice of Hearing issued in Case No. 22-CA-087198, on April 1, 2015, will be changed to SK USA Cleaners a/k/a SK USA Shirts, Inc. (Respondent).

Pursuant to Sections 102.33 and 102.54(b) of the Rules and Regulations of the Board, and to avoid unnecessary costs or delay, IT IS ORDERED THAT the Supplemental Compliance Specification and Notice of Hearing issued in Case No. 22-CA-026959, is consolidated with the Amended Compliance Specification and Notice of Hearing in Case No. 22-CA-087198.

These cases having been consolidated, the Regional Director, pursuant to authority duly conferred upon him by the Board, hereby issues this Order Amending and Consolidating Cases, Consolidated Amended Compliance Specification and Notice of Hearing and alleges as follows:

22-CA-026959

1. On March 22, 2006, the Board issued its Decision and Order in Case No. 22-CA-026959 ordering SK USA Cleaners a/k/a SK USA Shirts, Inc., herein, Respondent to, among other things, make whole all employees who were discharged on June 15, 2005.
2. On June 28, 2006, the Court of Appeals for the Third Circuit entered its Judgment enforcing in full the Board's Order.

3. On April 1, 2015, the Regional Director issued a Supplemental Compliance Specification and Notice of Hearing in order to determine the backpay due under the terms of the Board's Order and to hold Respondent's president, Yi Jae Cho ("Cho"), jointly and severally liable with Respondent for the remedial obligations of the Board's Order.
4. On January 30, 2009, Respondent and Cho signed a Stipulated Compliance Agreement ("Agreement")¹ between and among Respondent, Cho, and Region 22 of the Board that required Respondent to pay \$105,105.39 to make whole discriminatees Urbano Gusman, Margarita Hernandez, Emma Huesca, and Guadalupe Vick Huesca.² This total represents \$79,270 in backpay due, plus \$16,280.35 interest, and the \$9,555.04 surcharge as provided by the Federal Debt Collection Procedure Act.
5. By entering into the Agreement, Cho agreed that, in case of non-compliance with any of the terms of the Agreement, he is jointly and severally liable for the total unpaid balance of the amounts owed, less any payments already made, plus interest.
6. Respondent paid \$25,000 upon the signing of the Agreement, and made installment payments totaling \$28,449.32, the last such payment being made on July 17, 2013. Despite efforts to obtain compliance, Respondent and Cho have failed to fulfill the requirements of the Agreement.

¹ Attached hereto as Attachment A.

² The backpay, plus interest, totals for each discriminatee were: Urbano Gusman, \$25,219 plus interest; Margarita Hernandez, \$25,233 plus interest; Emma Huesca, \$14,539 plus interest; and Guadalupe Vicky Huesca, \$14, 279 plus interest.

7. At this time Respondent's obligation under the Board's Order, as enforced by the Circuit Court, to make whole discriminatees for monetary losses, and minus payments made to them pursuant to the Agreement is \$25,820.68.
8. Respondent and Cho failed to pay the \$16,280.35 in interest owed pursuant to the Agreement, and currently owes all of the original interest.
9. Respondent and Cho have failed to pay the surcharge of \$9,555.04.
10. Even though requested repeatedly to do so, Respondent and Cho have failed to cure the default.
11. At all material times, Cho has been the owner, president and an officer of Respondent with control of the day-to-day management, labor relations policies, business operations and financial resources of Respondent.
12. At all material times, Cho failed to adhere to corporate formalities in the management and direction of Respondent by: (1) failing to maintain arm's length relationship between Respondent and himself; (2) failing to follow the rules of corporate governance; (3) failing to segregate accounts; (4) by diverting corporate funds or assets for non-corporate purposes; and (5) commingling corporate and personal funds and money.
13. Based on conduct described above, adherence to the corporate form would sanction a fraud, promote injustice or lead to an evasion of legal obligations.
14. Based on the conduct and the Agreement describe above, the corporate veil shielding Cho from liability arising from the Board's Order should be pierced.

15. Pursuant to the Agreement, and based on Cho's misconduct described above, Respondent and Cho, jointly and severally, owe the following: Breakout Principal and interest now owed to each discriminatee, including the surcharge.

22-CA-087198

16. On March 8, 2013, the Board issued a Decision and Order in Case No. 22-CA-087198, directing Respondent, SK USA Cleaners, Inc., a/k/a SK USA Shirts, Inc. to remit to Local 947, International Union of Journeymen and Allied Trades ("Union") all dues that have not been remitted since February 14, 2012, as required by the 2007 - 2013 collective bargaining agreement between the parties.

17. On December 5, 2013, the Court of Appeals for the Third Circuit entered its Judgment enforcing in full the Board Order herein.

18. On April 1, 2015, the Regional Director issued an Amended Compliance Specification and Notice of Hearing in order to determine the Union dues owed under the terms of the Board's Order and whether Cho is jointly and severally liable with Respondent to fulfill the remedial obligations of the Board's Order.

19. At the times material to the remedial period in the Board's March 8, 2013, Decision and Order, the collective-bargaining agreement between Respondent and the Union compelled Respondent to remit union dues to the Union on a monthly basis, pursuant to Article VII - Membership Fee Check Off of the collective-bargaining agreement.

20. On about July 5, 2012, the Union advised Respondent that its check to the Union for dues owed from February 2012 through June 2012 had bounced and that \$672 was owed for the July 2012 dues.



21. Since February 14, 2012, Respondent ceased remitting dues payments to the Union.
22. Respondent claims to have no records of bargaining unit employees employed by Respondent since at least February 14, 2012.
23. A reasonable approximation of the union dues owed to the Union is \$24,864. This total represents \$672 referenced above in paragraph 20 and is a representative union dues amount for one month, multiplied by the number of months, to date, that Respondent has failed to remit union dues, which is 42 months (February 2012 through August 2015).
24. As indicated above in paragraph 4, on January 30, 2009, in Case No. 22-CA-026959, Respondent and Cho signed the Agreement which agreed, among other things, that in case of no-compliance with any of the terms of the Agreement, Cho will be deemed jointly and severally liable for the total unpaid balance of backpay amounts owed as specified therein.
25. At all material times, Cho has been the owner, president and an officer of Respondent with control of the day-to-day management, labor relations policies, business operations and financial resources of Respondent.
26. At all material times, Cho failed to adhere to corporate formalities in the management and direction of Respondent by: (1) failing to maintain arm's length relationship between Respondent and himself; (2) failing to follow the rules of corporate governance; (3) failing to segregate accounts; (4) by diverting corporate funds or assets for non-corporate purposes; and (5) commingling corporate and personal funds and money.

27. Based on conduct described above, adherence to the corporate form would sanction a fraud, promote injustice or lead to an evasion of legal obligations.
28. Based on the conduct and the Agreement describe above, the corporate veil shielding Cho from liability arising from the Board's Order should be pierced.
29. Pursuant to the Agreement, and based on Cho's misconduct described above, Respondent and Cho, shall be jointly and severally liable for the obligations of Respondent, including the obligation for the make whole remedy in the amount of \$24,864 in dues to the Union. Both the Union dues and the interest described in the Agreement continue to accrue to the date of payment.

ANSWER REQUIREMENT

Cho and Respondent are notified that, pursuant to Section 102.56 of the Board's Rules and Regulations, they must each file an answer to the consolidated amended compliance specification. The answers must be **received by this office on or before February 1, 2016, or postmarked on or before January 31, 2016**. Unless filed electronically in a *pdf* format, Cho and Respondent should each file an original and four copies of the answer with this office.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of

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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 answers may not be filed by facsimile transmission.

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

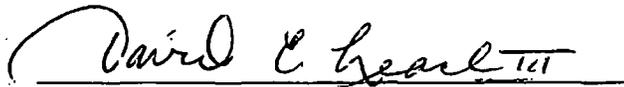
If no answers are filed or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated

amended compliance specification are true. If the answers fail to deny allegations of the consolidated amended 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 Cho and/or Respondent from introducing any evidence controverting those allegations.

NOTICE OF HEARING

PLEASE TAKE NOTICE that on **March 1, 2016 at 10:00 a.m.** and on consecutive days thereafter until concluded, a hearing will be conducted in a hearing room of the National Labor Relations Board, Region 22, 20 Washington Place, 5th Floor, Newark, New Jersey, 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 consolidated amended 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: January 11, 2016
Newark, New Jersey



David E. Leach, III
Regional Director
National Labor Relations Board
Region 22
20 Washington Place, Fifth Floor
Newark, NJ 07102

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION TWENTY-TWO**

SK USA CLEANERS INC.

AND

NLRB CASE 22-CA-26959

**FEDERAL DEBT COLLECTION
PROCEDURES ACT 2:08-MC-131**

NATIONAL LABOR RELATIONS BOARD

STIPULATED COMPLIANCE AGREEMENT

It is hereby stipulated and agreed by and between., SK USA Cleaners Inc., ("Respondent" or "SK USA") and, Mr. Yi Jae Cho, President and owner of Respondent ("Cho"), and Region 22 of the National Labor Relations Board ("Region 22") as follows:

WHEREAS, on July 24, 2007, the United States Court of Appeals for the Third Circuit issued a judgment in favor of the National Labor Relations Board ("the Board") that required Respondent to pay \$79,270.00 to make whole **Urbano Guzman, Margarita Hernandez, Emma Huesca, and Vicky Huesca** ;

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED by the undersigned as follows:

In full satisfaction of all monetary obligations owed by Respondent in *SK USA, NLRB Case 22-CA-26959* and Federal District Court case No. 2:08-mc-131, SK USA has agreed to pay full backpay including interest and surcharge to **Urbano Guzman, Margarita Hernandez, Emma Huesca, and Vicky Huesca** in the total amount of \$105,105.39, which represents \$79, 270.00 backpay due; \$16,280.35 interest, and \$9,555.04 surcharge. SK USA will pay \$25,000 upon the signing of this agreement and will pay the remainder in equal monthly installments of \$1,500 beginning on February 20, 2009 and continuing every month thereafter on the first day of each month until fully paid. Interest will continue to accrue until the

ATTACHMENT A



debt is fully paid. The Employer is responsible for 7.65% of Federal Taxes which includes Social Security Taxes and Medicare taxes on backpay wages paid.

1. SK USA will make all checks payable to the "National Labor Relations Board." Interest Payments are to be paid without standard payroll tax deductions. All other payments are subject to standard payroll tax deductions. SK USA will be responsible for the Employer's share of tax withholdings.

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3. All payments referenced in paragraphs one (1) and two (2) shall be made by certified or cashier's check and delivered on or before the date due to the attention of Compliance Officer, National Labor Relations Board, Region 22, 20 Washington Place, 5th Floor, Newark, New Jersey 07102.

4. SK USA and Cho each agree that, in case of non-compliance with any of the terms of this Stipulated Compliance Agreement ("Stipulation"), and unless such non-compliance is fully remedied within 14 days of notice of such non-compliance to SK USA and Cho, SK USA and Cho will be deemed jointly and severally liable for the total unpaid balance of the amounts owed, less any payments already made and cleared, plus interest.

5. In the event of non-compliance as outlined in paragraph three (3), SK USA and Cho each agrees that, without further notice, the Board may initiate any action or actions that

the Regional Director, in his sole discretion, deems necessary and appropriate to obtain satisfaction of the judgment debt owing in this matter, and that in such circumstances, SK USA and Cho waive their right to object to or oppose any such actions undertaken by the Board, which may include, but is/are not limited to:

a. The Regional Director issuing a supplemental compliance specification alleging Cho as personally liable for all amounts due and owing pursuant to this Stipulation. Thereafter, the General Counsel may file a motion for summary judgment with the Board on the allegations of the supplemental compliance specification. SK USA and Cho understand and agree that the allegations of the aforementioned supplemental compliance specification will be deemed true by the Board, and that Cho waives his right to submit an answer to said compliance specification. On receipt of said motion for summary judgment, the Board shall issue an order requiring Cho to show cause why said motion for summary judgment should not be granted. The Board may then, without necessity of trial or any other proceeding, find all allegations of the supplemental compliance specification to be true and make findings of fact and conclusions of law consistent with those allegations adverse to Cho, on all issues raised by the supplemental compliance specification. The Board may then issue an Order finding SK USA and Cho to be individually and severally liable for compliance, and directing SK USA and Cho to immediately pay all amounts due and owing, less any payments already made under the terms of this Stipulation. Cho further agrees that, upon application by the Board, the Board's Order may be enforced by judgment of the United States Court of Appeals entered thereon ex parte;

b. The Board initiating collection proceedings against SK USA and/or Cho pursuant to the Federal Debt Collection Procedures Act.

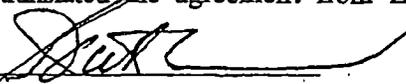


6. SK USA shall provide the Regional Director with updated lists of all of Respondent's customers, their addresses and the amount of monthly business transacted with each customer. This information shall be transmitted and due on the same day of each installment payment.

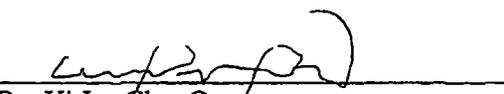
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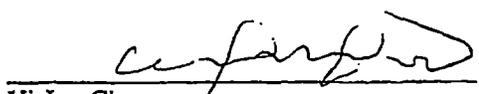
8. This Stipulated Compliance Agreement, together with the Supplemental Board Order, Supplemental Administrative Law Judge Decision, and Judgment Enforcing a Supplemental Order of the National Labor Relations Board from the United States Court of Appeals for the Third Circuit shall constitute the entire record herein.

9. This Stipulated Compliance Agreement was translated to Yi Jae Cho by Duk Lee from English to Korean. Duk Lee certifies that he is fluent in both English and Korean and has translated the agreement from English to Korean to Yi Jae Cho to the best of his abilities.


SK USA Cleaners Inc.

Yi Jae Cho,


By: Yi Jae Cho, Owner
January 30, 2009


Yi Jae Cho
January 30, 2009

Approved -Regional Director
National Labor Relations Board, Region 22

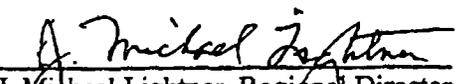

J. Michael Lightner, Regional Director - Region 22
January 30, 2009

EXHIBIT 10

KOREAN

UNITED STATES OF AMERICA

Region 22 - Director

SK USA Cleaners 는 Root 7/28 1985

NU WMA 4/28 1985 - 1/28 1985

가 1985년 1월 28일 SK USA Cleaners

미리 1985년 1월 28일 SK USA Cleaners

No. 2

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01. SK USA 가 가사 3m 30s 이 이하
 마크의 모든 소프트웨어를 영구적으로 구매
 라이선스 주권 및 판매권과 함께
 라이선스 계약서와 함께 제공
 모든 제품의 라이선스 계약서

※

SK USA 는 모든 소프트웨어는 마크와 함께 영구적으로
 라이선스 계약서와 함께 제공
 라이선스 계약서의 라이선스 계약서
 모든 라이선스 계약서 영구적으로 구매
 라이선스 계약서 영구적으로

SK USA 는 모든 소프트웨어를 영구적으로
 라이선스 계약서와 함께 제공
 라이선스 계약서 영구적으로

SK USA 는 모든 소프트웨어를 영구적으로

1. 라이선스 2. 라이선스 3. 라이선스
4. 라이선스 5. 라이선스

라이선스 CH0 YI JAE 는 라이선스 라이선스
 라이선스 라이선스

No. 3

※

최저소득 환급

2005년 4/16 - 4/20까지의 근로자 최저기득무원

4/16부터 NO TAX 공제 NO CHECK 지급

오직 100% CASH 노임 지급을 요구하며

스트라이크를 주도한 941과 4명의 명사임.

과연 강제 해고인가? 노동자의 권리와 고용주

의 권리는 동등 해고라 하더라도 노동자 권리는

변경하면 사업자의 TAX와 CHECK 지급은

동일 해고 공제 공준의 권리가 아니라 과징

부담을 하며 D/C 위반에 대해 등징을 부과

₩ 30,000 ₩ 주고 해고 해고, 0.254 과징의

세칙을 0.25 x ₩ 30,000 ₩ = ₩ 7,500 ₩

미국의 장해와 마이드인 USA 취직

마레 사채노동법은 인위적 사채 문제가

해결되어야 한다고 생각함

2018 1/18 조 이사 CHOYI JAE

Handwritten text, possibly a letter or document, with a circular stamp at the bottom center. The text is mostly illegible due to heavy noise and low contrast. The stamp contains the words "RECEIVED" and "MAY 1964".

Docket No. NEN LY-04 115-11

Superior Court of New Jersey
Law Division, Judicial District of Bergen County
Landlord/Tenant Section, BERGEN COUNTY

OHYX EQUITIES LLC
Plaintiff(s) - Landlord

SK USA CLEANERS INC
Defendant(s)

NJ 06000
Telephone: (201) 527-2730



YOU MUST APPEAR IN PERSON 11-30

WARRANT OF REMOVAL

ERIC X. FIELD
Special Civil Part

You are hereby commanded to dispossess the tenant and place the tenancy in the hands of the landlord. You are to remove all persons and property from the premises listed above. Local police departments are authorized and requested to provide assistance, if needed, to the officer executing this warrant.

SK USA CLEANERS INC
Tenant(s)

to remove all persons and property from the above premises within three days of this warrant. Do not count Saturday, Sunday and holidays in calculating the three days. You fail to move within three days of a court order to do so, you are in violation of the law. The landlord, subject to applicable law, may file a motion for summary judgment to remove the tenant from the premises. The tenant may file a motion to set aside the summary judgment. The tenant may file a motion to set aside the summary judgment. The tenant may file a motion to set aside the summary judgment.

SK USA
CLOSED
NO MORE MAILS

**YI JAE CHO
SK USA CLEANERS INC.**

SK USA CLEANERS, INC.

and

Case 22-CA-29291

**INTERNATIONAL UNION OF JOURNEYMEN
AND ALLIED TRADES, LOCAL 947**

Counter-Claim to the Complaint

1. LIMITED CAPACITY OF YI JAE CHO AS THE OWNER OF SK USA:

Please note that CHO, YIJAE of SK USA Cleaners, Inc. has been under the urgent medical condition, which requires stopping all regular activities as well as any procedure on the Union immediately. Cho was diagnosed of heart disease (artery clog), for which he had to take 1st surgery weeks ago. However, his doctor found Cho needed 2nd and even 3rd heart surgery during the 1st surgery.

Therefore, the doctor ordered to check his general medical condition to see if he is ready to go through but another doctor found his liver condition prevents his follow-up surgery.

According to the doctors (refer to the attachment; Dr's Tel. 201.568.6222), it is imperative for Cho to suspend all activities to get well before he is ready for the 2nd and 3rd heart surgeries.

It has been noted that Mr. Cho might even loose his life if he would be under any type of stress --- urgent stand-by status for another heart surgery.

Therefore, Mr. Cho would like to suspend all the related legal process until he recovers since nothing is more important than the life itself to him.

2. BACKGROUND OF LABOR UNION ACTION

I believe that there is nothing under-complied against the terms and conditions with Local 947. All those employees in the matter have left the SK USA at that time. Those who demanded "NO TAX, NO CHECK" from June 16, 2005 were solicited by Local 947 to initiate the strike. However, 2 of them have returned to work 2 years later, who are still employees of the SK USA.

I believe that SK USA has been a victim suffered from the ongoing tremendous damage by the Local 947 Union for nothing but only its own rights and profits.

I dare to say Local 947 Union being a fraud organization who wants to collect membership fee from each worker as well as from each small business entity, and demand a fair/impartial investigation and/or a trial to reveal the truth of the entire process behind the Labor Union with the grounds as follows:

Ground A. During the period of April 2005 and June 15, 2005, false and exaggerate P.R made to each worker by JOSE VEGA, agent of Local 947 Union as follows;

- 1) Green card (US) offered to each worker by the agent.
- 2) Medical benefit for each worker and his/her family members offered by the agent.
- 3) Promise to raise the wage.3 times of the existing rate - \$16.50 per hour was promised by the agent. At that time the federal wage rate was \$4.75 per hour, comparing with the wage rate of \$5.50 per hour of SK USA.
- 4) Paid vacation of 1 month per year was promised by the agent.

Ground B. After Agent Jose Vega solicited the workers for strike against SK USA and promised each worker to get paid \$10,000.00 only if he/she would sign on then complaint, and advised them never return to the work even if SK USA would contact them to ask it.

I also demand a full investigation on the third party who called himself a lawyer, used to accompany agent Jose Vega, Vice-President of Local 947 then.

Ground C. SK USA has suffered from the tremendous deficit due to the strike of June 16, 2005 by then certain employees, which resulted in business activity suspension for about 1 year.
The most then customers stopped using the service since then.

Ground D. The process of the lawsuit against SK USA, which was made possible by obtaining signed false statements of being illegitimately terminated from the 4 employees after the strike was coached and executed by Local 947 Union.

Ground E. The unstable status of the SK USA finance due to the back deposit order of \$25,000.00 by the Labor Board, which SK USA could not afford, which resulted in collection seizure as of January 2009 through then SK USA vendors.
Therefore, all those existing vendors suspended the business transaction with SK USA since then.

Ground F. Cho, the owner of SK USA cannot even lawyer for this matter and other previous procedure.
Therefore, Cho would like to request a Korean interpreter to be appointed by the Labor Board throughout the upcoming procedure. In addition, I'd like to have my cardiologist surgeon who is in charge of my life for now, as well as US press media reporters and Korean reporters appear at the hearing for the fair examination in this matter. I have suffered from 6 year-long legal process in the matter raised by Local 947.

Ground G. The present allegations and demand by Local 947 has been already repeatedly stated and heard during the procedure in August 17, 2009.

Ground H. All related data attached herein.

Ground I. When all demand herein by Yi JAE CHO of SK CLEANERS to be found O.K (satisfied), I demand the opponent to reply with answer to each item above. Again, I would like to request your consideration to provide a neutral (cardiologist preferred) doctor during the procedure, who can assist me in case I collapse at any moment under certain circumstance.

Truly yours,

Yi Jae Cho
SK USA



3/25/10

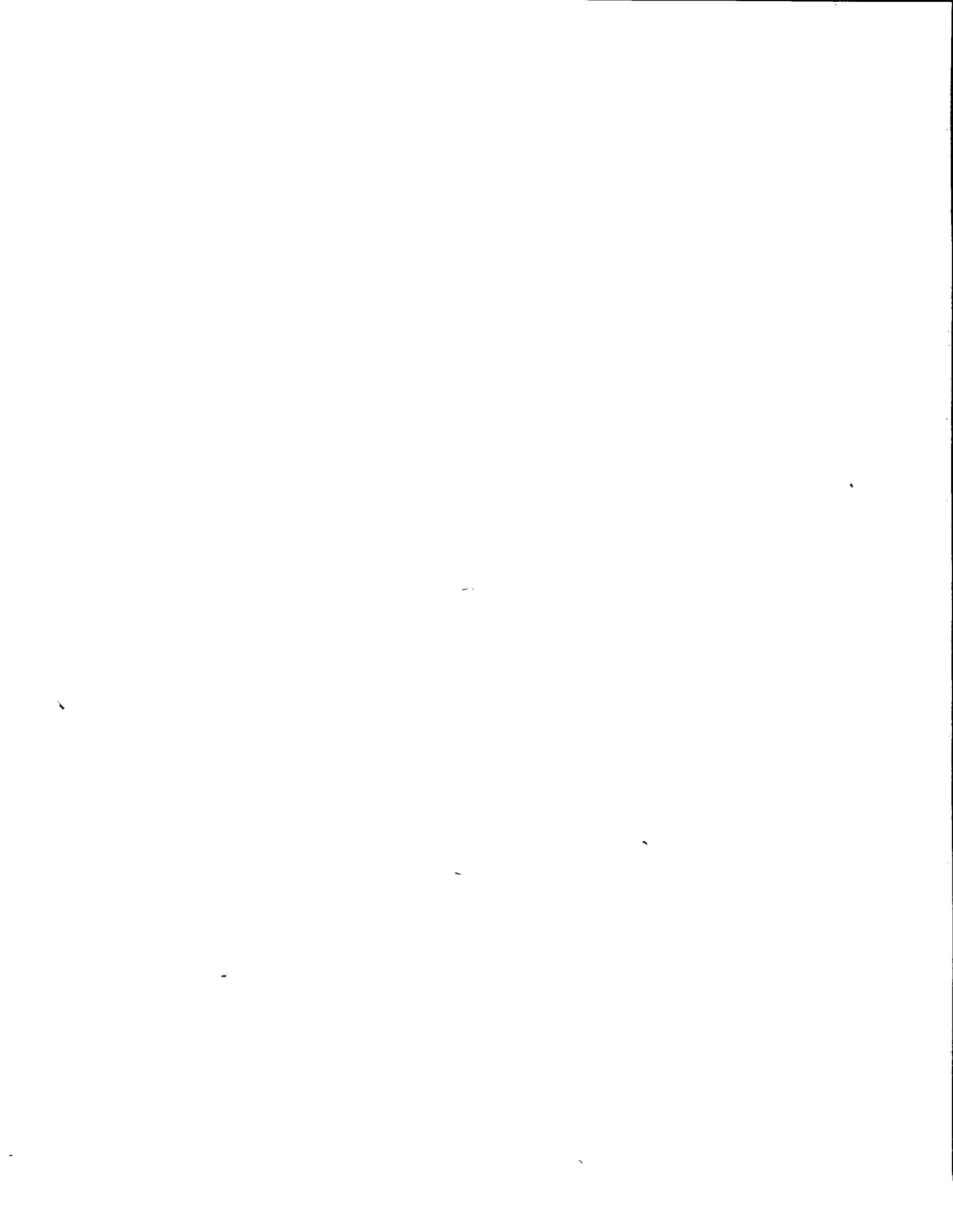
DATE 6/18/05 THU

	NAME	MON	TUE	WED	THU	FRI	SAT
1	Adolfo Garcia				X	12:00	
2	Freddy (PRIVE)				7:10		
3	Carlos				7:20		
4	Joel Sanchez				7:10		
5	Urban				X		
6	Peggy				FIS		
7	Arturo				X		
8	Margarita				X		
9	Matichio Bonilla				X		
10	Ernesto		O		X		
11	Rafael				X		
12	Molina				X		
13	Ron				X	8:10	NIGAN
14	e Richard				7:15		Richard
15	Victor				7:15		Victor
16	Rosario				7:10		Rosario
17	Jose				7:10		José José
18	Emma				X		
19	Fredy			△	X	9:10	Wredy
20	Carmelo (PRIVE)				7:10		
21	Vicky				X		10:58
22							
23							10:00
24		12					
25		0					

DATE 6/10/65 PM

	NAME	MON	TUE	WED	THU	FRI	SAT
1	Adolfo Garcia					7:10	
2	Freddy (drive)					7:10	
3	Carmelo (drive)					7:10	
4	Joel Sanchez	P.M. 3:30	IN				8:10 AM 6'
5	Pnegyi					7:10	6
6	Richard					7:10	Richard 6
7	Victor					7:10	2.10 vic 6
8	Fredy					7:10	Fredy 6
9	Rosario					7:10	Rosario 6
10	Jose					7:10	Juan Jose 6
11	Carlos					7:10	6
12	Arturo					X	
13	Urbano					X	
14	Rafael					X	
15	Ernesto					X	
16	IRAN					X	SIS IRAN 6
17	Molina					X	
18	Bonilla					X	
19	VICKY					X	
20	ZULMA					X	
21	Margarita					X	10:00
22							
23							
24							
25							
26							
27							
28							
29							
30							

11 23 0



DATE 8/19/10

NAME	MON	TUE	WED	THU	FRI	SAT
Juan Molina					7:10	Rosa
Rosario Serdin					7:10	
ORA					7:10	ORA
Marten					7:10	
Sanchez Juel					7:10	
carlos					7:10	
Isidoro					X	X

~~MAN~~

① 30

16

30

EXHIBIT 11



United States Government
NATIONAL LABOR RELATIONS BOARD

Region 22
20 Washington Place - 5th Floor
Newark, NJ 07102-3115
Tele: 973-645-2100
Fax: 973-645-3852

February 10, 2016

YIJAE CHO, VICE PRESIDENT
THE KOREAN-AMERICAN CLEANERS
ASSOCIATION OF NJ
512 LINCOLN HWY, RT. 27, 2ND FLOOR
ISELIN, NJ 08830

SK USA CLEANERS, INC.
C/O YIJAE CHO
162 PROSPECT STREET
GARFIELD, NJ 07026

Re: SK, USA CLEANERS, INC.
A/KA SK USA SHIRTS, INC.
Cases 22-CA-026959
22-CA-087198

Dear Mr. Cho:

With respect to your Answer to the Compliance Specification, please be advised that your Answer is defective pursuant to Section 102.56(b) of the NLRB's Rules and Regulations. In that regard, Section 102.56(b), "*Contents of answer to specification*" provides that: "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."

In 2009, you, individually, and on behalf of the Respondent, SK USA Cleaners, Inc., a/k/a SK USA Shirts, Inc., stipulated to your joint and several liability for the payment of a stipulated amount of backpay, interest and surcharges owed in this matter (See *Attachment A*

to *Consolidated Amended Compliance Specification*). The Compliance Specification sets forth the remaining unpaid amounts of backpay, interest and surcharges still owing as well as amounts of Union dues owing. The Compliance Specification alleges the formulas by which these amounts were calculated.

In your Answer to the Compliance Specification you failed to respond with specificity to the allegations in the Specification, including those concerning the back pay and other amounts currently owing and the premises on which these amounts are based. Moreover, it is not clear from your Answer whether you denied the bases for the amounts alleged in the Specification and whether you provided alternative calculations.

Section 102.56(c) of the NLRB's Rules and Regulations, "*Effect of failure to answer or to plead specifically and in detail to backpay allegations of specification.*" states in relevant part, " .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."

Please be advised that if you fail to file an amended Answer that comports with the requirements of Section 102.56(b) of the Rules and Regulations by the close of business on *February 17, 2016*, the Region will file a motion asking that the allegations not properly answered be deemed admitted without evidence and that you and SK USA Cleaners, Inc., a/k/a SK USA Shirts, Inc. be precluded from offering evidence to controvert them.

Very truly yours,

/s/ David E. Leach III

David E. Leach III
Regional Director

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

EXHIBIT 12



United States Government
NATIONAL LABOR RELATIONS BOARD
Region 22
20 Washington Place - 5th Floor
Newark, NJ 07102-3115
Tele: 973-645-2100
Fax: 973-645-3852

2016년 3월 22일

YIJAE CHO, VICE PRESIDENT
THE KOREAN-AMERICAN CLEANERS
ASSOCIATION OF NJ
512 LINCOLN HWY. RT. 27, 2ND FLOOR
ISELIN, NJ 08830

SK USA CLEANERS, INC.
C/O YIJAE CHO
162 PROSPECT STREET
GARFIELD, NJ 07026

제목: SK, USA Cleaners, Inc.
A/KA SK USA Shirts, Inc.

규정준수 세부내역 (Compliance Specification)에 대한 귀하의 답변과 관련하여, NLRB 규칙 및 규정 제 102.56(b) 조항에 의거 귀하의 답변에 결함이 있음을 알려드리는 바입니다. 관련 규정인 102.56(b) 조항: “세부내역에 대한 답변의 내용”에는 “답변인이 인지하지 못한 경우를 제외하고, 세부내역의 모든 주장에 대해 인정하거나 부인하거나 설명해야 하며, 상기 불인지의 경우, 답변인은 동 불인지 사실을 명시해야 하며, 이는 곧 거부 의사 표명이 됩니다. 거부 의사 표명은 문제가 되는 주장 세부내역의 대의에 부합되어야 합니다. 답변인이 주장 내용의 일부만 거부하고자 할 경우, 답변인은 진실인 부분을 명확히 표명하고, 나머지 부분에 대해서만 부정해야 합니다. 체불 임금 총액 계산에 사용되는 다양한 요소를 포함한, 그러나 그에 국한되지는 않는, 답변인의 인지 범위와 관련된 모든 사안과 대해서는 일반 거부로는 충분하지 않습니다. 그러한 사안에 있어서, 답변인이 세부내역의 숫자에 대한 정확성, 또는 동 숫자의 근거가 되는 전제조건에 대해 반론하고자 할 경우, 답변인이 적용하고자 하는 전제조건 등과 같이 본인의 입장을 자세히 제시하고, 그 내용을 지지하는 적절한 숫자를 제시하여, 동의하지 않는 근거를 명확히 밝혀야 합니다.”

2009년에 귀하께서는 개인적으로, 그리고 답변인인 SK USA Cleaners, Inc., 별칭 SK USA Shirts, Inc.를 대변하여 동 건과 관련한 (별칭 A, Consolidated Amended Compliance Specification 참조), 적시된 금액의 체불임금, 이자 및 추가비용의 지출에 대해 확인한 바 있습니다. 규정준수 세부내역에 의하면 귀하께서는 아직 미지불된 체불 임금, 이자 및

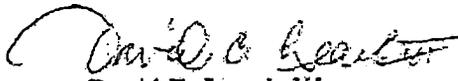
추가비용을 지불해야 하며, 노조 가입비 또한 지불해야 합니다. 규정준수 세부내역에 상기 금액들의 계산에 사용된 공식들이 제공됩니다.

규정준수 세부내역에 대한 귀하의 답변에서, 현재 귀하께서 지불해야 되는 체불 임금과 기타 금액, 그리고 동 금액들의 산정 근거가 되는 전제조건과 관련된 사항을 포함한 세부내역 상의 주장에 대해 귀하께서는 세부적인 답변을 제공하지 못 했습니다. 더구나, 귀하의 답변으로는 세부내역 상 주장된 금액들의 근거에 대해 귀하께서 부정을 하는 것인지, 또는 귀하께서 다른 산정 방식을 제공하는 것인지 불명확합니다.

NLRB 규칙 및 규정의 102.56(c) 조항, “세부내역의 체불 임금 주장에 대해 세부적이고 자세한 답변을 제공 또는 주장하지 못했을 경우의 결과”의 관련 부분에서는 다음과 같이 적시하고 있습니다: “답변인이 세부내역에 대한 답변을 제공하였으나 동 조항의 (b) 절의 요구사항에 부합되는 방식으로 부정하지 못 하였고, 상기 요구사항에 부합하는 방식으로 부정하지 못 한 이유를 설명하지 못 하였을 경우, 동 주장은 사실인 것으로 간주되며, 위원회는 동 주장을 증명하는 증빙 없이 사실로 간주할 수 있으며, 답변인은 동 주장을 반박하는 증거를 제출할 수 없습니다.”

귀하께서 규칙 및 규정 내 102.56(b) 조항의 요구사항을 충족시키는 답변을 2016년 3월 29일 업무 마감 시각까지 제출하지 못 할 경우, 지역 노조 측은 적절한 방식으로 답변을 받지 못한 상기 주장을 증빙 사료 없이 사실로 간주될 것이며, 귀하와 SK USA Cleaners, Inc., 별칭 SK USA Shirts, Inc.는 상기 주장에 대해 반박하는 증거를 제출할 수 없음을 양지하시기 바랍니다.

감사합니다.


David E. Leach III
Regional Director

배달 증명 우편
수신 확인 요청

7004 2890 0001 4944 7937

U.S. Postal Service™
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Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total	

SKUSA Cleaners, Inc.
C/O Yijae Cho
162 Prospect Street
Garfield, NJ 07026



Sent To

Street, Apt. No., or PO Box No.

City, State, ZIP+4

7004 2890 0001 4944 7920

U.S. Postal Service™
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For delivery information visit our website at www.usps.com

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total	

Yijae Cho, Vice President
The Korean-American Cleaners
Association of NJ
12 Lincoln HWY RT 27, 2nd Floor
Iselin, NJ 08830



Sent To

Street, Apt. No., or PO Box No.

City, State, ZIP+4

SENDER: COMPLETE THIS SECTION

- 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 the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to
SKUSA Cleaners, Inc.
C/O Yijae Cho
162 Prospect Street
Garfield, NJ 07026

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) _____ B. Date of Delivery _____

C. Signature *[Signature]* Agent
 Address

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Conv. from service label)
7004 2890 0001 4944 7937