

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 27**

**ABLE BUILDING MAINTENANCE**

**and**

**Case 27-CA-168632**

**SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 105**

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

Pursuant to Section 102.24 and 102.50 of the National Labor Relations Board Rules and Regulations, (the Board's Rules), the General Counsel by his undersigned Counsel, respectfully requests that the National Labor Relations Board (the Board): (1) transfer this case and continue proceedings before the Board; (2) deem the allegations in the Complaint issued on September 14, 2016, attached hereto as Exhibit 1, as admitted to be true without taking evidence supporting the allegations in the Complaint; and (3) grant Default Judgment and issue a Decision and Order herein based on the following:

1. On January 28, 2016, Service Employees International Union, Local 105 (Union) filed the charge in this case, a copy of which is attached as Exhibit 2, alleging that ABLE Building Maintenance (Respondent) had failed and refused to provide information that was relevant and necessary to the Union's performance of its duties as the collective bargaining representative of the Unit in violation of Section 8(a)(1) and (5) of the Act. A copy of this charge was served on Respondent on January 29, 2016. A copy of the letter serving the charge is attached hereto as Exhibit 3.

2. Prior to the issuance of a Complaint, on June 29, 2016, the Regional Director

approved a bilateral informal Settlement Agreement (Agreement), a copy of which is attached as Exhibit 4, as a resolution to the allegations in the charge. The Agreement incorporated a Notice to Employees, a copy of which is attached as Exhibit 5.

3. The Settlement Agreement required Respondent to provide the Union with the information it requested on October 16, 2015, a copy of which is attached as Exhibit 6, and to post Notices in all buildings covered by the parties' then current collective bargaining agreement. The information, which the Union has been requesting since October 16, 2015, is as follows:

- -Full payroll reports that include for all employees name, unique identifier, job title, union membership status, wage rate, hours worked, location(s) worked, overtime rate, overtime worked, hire date, and dues paid;
- -Building lists of all Union and non-Union buildings in the Denver metro, as designated by the Master Contract Article 1, Section G, with reports of additions and losses of buildings within the same period, and addresses for all buildings.

4. The Settlement Agreement further contains a provision entitled "PERFORMANCE," requiring immediate compliance with the terms of the Agreement, and the following provision addressing the event of Respondent's non-compliance with the terms of the Agreement:

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair

labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

5. By letter dated June 30, 2016, the Compliance Officer for Region 27, on behalf of the Regional Director, sent a letter to Respondent, notifying Respondent that the Settlement Agreement had been approved and describing the actions required by Respondent to comply with the Agreement. A copy of the Compliance Officer's letter (without attachments) is attached as Exhibit 7.

6. Since the approval of the Agreement, the Compliance Officer for Region 27 has attempted to secure Respondent's compliance with the terms of the Agreement, and Respondent has failed to demonstrate that it has complied. Between July 19 and July 26, 2016, the Compliance Officer, through email, communicated with Respondent's Counsel regarding the evidence of compliance not being provided. These emails are attached as Exhibit 8. The Compliance Officer sent a follow-up letter seeking evidence of compliance to Respondent's Counsel on July 29, 2016. A copy of the letter is attached as Exhibit 9.

7. By letter dated August 4, 2016, the Regional Director notified Respondent that it had failed to provide evidence of compliance with the Settlement Agreement. The letter notified Respondent that it must provide such evidence within 14 days or the Regional Director would issue a Complaint including the allegations covered by the Settlement Agreement and Notice to Employees, and file a Motion for Default Judgment. A copy of this letter is attached as Exhibit 10.

8. On August 5, 2016, Respondent's Counsel submitted a Certification of Compliance

Part One, indicating that the Notice had been posted in 25 locations. The Certification and the email transmitting it are attached as Exhibit 11. Though the certification required that Respondent return one original signed and dated Notice to the Region with the form, none was provided.

9. Between August 8 and August 18, 2016, the Compliance Officer exchanged emails with Respondent's Counsel seeking the Certification of Compliance Part Two, relating to the requirement to provide the requested information to the Union, and reminded Respondent to forward a signed copy of the Notice in English and Spanish. That correspondence is attached as Exhibit 12.

10. On August 22, 2016, Respondent's Counsel provided to the Compliance Officer, the Certification of Compliance Part Two, representing that the information was provided on July 20, 2016 and August 18, 2016, but failed to indicate to whom the information was provided. The Compliance Form Part Two, and email transmitting it are attached as Exhibit 13.

11. On August 23, 2016, the Compliance Officer was informed by the Union's Counsel, by telephone, that no information was provided on July 20 or August 18 as represented by Respondent's Counsel in the Certification of Compliance Part Two. The Compliance Officer notified Respondent's Counsel of this fact by email on that same date. In response, also on August 23, 2016, Respondent's Counsel notified the Compliance Officer by email that Respondent had provided the requested information to Union Membership Specialist Maria Socorro Herrera by email. On August 25, 2016, the Union's Counsel, by voicemail and email, informed the Compliance Officer that the information provided to Herrera consisted of monthly dues reports, and not payroll records, and the information provided was not responsive to the request. Accordingly, on August 25, 2016, by email, the Compliance Officer notified

Respondent's Counsel that Herrera was out of the office, but that the Union checked her email and the information provided was not responsive to the request. The Compliance Officer further asked that Respondent produce the information to Union Director of Finance Elizabeth Griffiths by the end of the day. The above-mentioned emails are attached as Exhibit 14.

12. On August 26, 2016, Respondent's Counsel, by email, informed the Compliance Officer that the Union had the following information: (1) All employee identifying information, including DOH, wage rates, employee ID #, etc.; (2) List of Union buildings; and (3) List of nonunion buildings, and that the only information missing was "payroll reports." The Compliance Officer responded by informing Respondent's Counsel that she would check with the Union to verify they had received that information, and asked that he copy her on the email when Respondent forwarded the payroll reports. These emails are attached as Exhibit 15.

13. The Union's Financial Specialist, Luis Sanchez, provided a sworn statement detailing Respondent's compliance. The affidavit, dated October 20, 2016, is attached as Exhibit 16. As stated therein, on July 11, 2016, the Union requested, in writing to Respondent, "access to all payroll records for all Union and non-Union employees in the Denver metro market, as well as building lists of Union and non-Union buildings in the market" for the last 12 calendar months. See Exhibit 16, pages 2-3, item 16 & Exhibit 3 attached thereto.<sup>1</sup>

14. In August 2016, Respondent provided the Union with a list of then current union and non-union buildings, and then current employees. Respondent has also been providing dues reports each month since the new contract went into effect in July 2016. The 2016-2020 Collective Bargaining Agreement provides that the Respondent will furnish such information.

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<sup>1</sup> The July 11, 2016 request states that it is "pursuant to the charge made by the NLRB." However, this appears to be a misunderstanding as to what was required to be provided pursuant to the settlement. While Sanchez's request asks for information for the last 12 calendar months, the request that is the subject of the Settlement asks for the information for the period of September 14, 2014 until the present (October 16, 2015).

See attached Exhibit 16, page 3, item 17. However, this information does not comply with the request that is the subject of the settlement, as it covers a different time period, and not the period specified in the information request, which is from September 2014-October 2015. Since contractors, including Respondent, often gain and lose contracts, a building list from August 2016 would not accurately reflect the buildings that Respondent had a contract to clean during the time period in the original request that is the subject of the settlement. Nor does the August employee list include full payroll reports with employees' payroll information for the requested period. The dues reports do not satisfy the request, because they do not contain information to determine whether Respondent is paying correct wages. See Exhibit 16, page 3, item 18.

15. As demonstrated above, the Union has not been provided with the requested information that is the subject of the Settlement or Complaint.

16. Based on the foregoing, Respondent has failed to comply with, and/or demonstrate its compliance with, all of the terms of the Settlement Agreement.

17. On September 14, 2016, the Regional Director for Region 27 issued a Complaint Based on Breach of Affirmative Provisions of Settlement Agreement, alleging that Respondent has engaged in unfair labor practices in violation of Section 8(a)(1) and (5) by failing and refusing to furnish the requested information. See Exhibit 1.

18. As described above in paragraph 4, the Settlement Agreement provides that in the event of non-compliance, Respondent will not contest the validity of the allegations made in the Complaint. The Agreement clearly sets forth that the only issue Respondent may raise in response to an Order to Show Cause the Board may issue, is whether Respondent defaulted on the terms of the Agreement. The Board has explicitly approved of such a provision and found it enforceable. See *Ernest Lee Tile Contractors, Inc.*, 330 NLRB No. 61 (2000)(Decision not

published in bound volumes)(language enforceable despite partial compliance with settlement agreement); *Tuv Taam Corp.*, 340 NLRB 756 (2003); *Chicago Parking Company*, 356 NLRB 495 (2011). Respondent has had ample time and opportunity to comply with the terms of the Settlement Agreement and has failed to do so.

19. In view of the foregoing, the General Counsel respectfully move that the Board:

- a. Find that Respondent has waived its right to file an Answer to the Complaint; that the allegations of the Complaint are deemed to be true; and that no hearing is necessary.
- b. Find that Respondent violated Section 8(a)(1) and (5) of the Act as alleged in the Complaint; and
- c. Issue a Decision and Order containing findings of fact and conclusions of law based on, and in accordance with, the allegations of the Complaint, remedying such unfair labor practices, including requiring Respondent to comply with the unmet terms of the Settlement Agreement by ordering Respondent to provide the information requested on October 16, 2015 to the Union, and granting any such other relief as may be just and proper to remedy the violations in the Complaint.

Dated at Denver, Colorado, this 5<sup>th</sup> day of December, 2016.

Respectfully submitted,

  
Angie Berens  
Counsel for the General Counsel  
National Labor Relations Board, Region 27  
Byron Rogers Federal Office Building  
1961 Stout Street, Suite 13-103  
Denver, CO 80294

Attachments

## INDEX OF EXHIBITS

1. Complaint Based on Breach of Affirmative Provisions of Settlement Agreement
2. Charge in Case 27-CA-168632
3. Letter Serving Charge in Case 27-CA-168632
4. Signed Settlement Agreement
5. Notice to Employees
6. October 16, 2015 Information Request
7. Compliance Letter dated June 30, 2016
8. July 2015 Emails between Compliance Officer and Respondent's Counsel
9. Compliance Letter dated July 29, 2016
10. Regional Director's letter to Respondent's Counsel dated August 4, 2016
11. Certification of Compliance Part One
12. August 8-18, 2016 emails between Compliance Officer and Respondent's Counsel
13. Certification of Compliance Part Two
14. August 23-25, 2016 emails between Compliance Officer and Respondent's Counsel
15. August 26, 2016 emails between Compliance Officer and Respondent's Counsel
16. Luis Sanchez Affidavit

# EXHIBIT 1

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 27**

**ABLE BUILDING MAINTENANCE**

**and**

**Case 27-CA-168632**

**SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 105**

**COMPLAINT BASED ON BREACH OF AFFIRMATIVE PROVISIONS OF  
SETTLEMENT AGREEMENT**

Based upon a charge filed by Service Employees International Union, Local 105 (Union), in Case 27-CA-168632, against ABLE Building Maintenance (Respondent), alleging that it violated the National Labor Relations Act (the Act), 29 U.S.C. Section 151 et seq., by engaging in unfair labor practices, on June 29, 2016, a Settlement Agreement and Notice to Employees was approved (the Settlement), a copy of which is attached as Appendix A, and pursuant to which Respondent agreed to take certain actions to remedy the unfair labor practices specified in the Settlement. Respondent has failed to comply with the terms of the Settlement. Accordingly, pursuant to the terms of the Settlement and Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board), the following Complaint Based on Breach of Affirmative Provisions of Settlement Agreement is issued.

1.

The charge in this proceeding was filed by the Union on January 28, 2016, and a copy was served on Respondent by U.S. mail on January 29, 2016.

2.

(a) At all material times, Respondent, a California corporation with a principal office and place of business in Englewood, Colorado (Respondent's Englewood facility), has been engaged in the business of providing maintenance services to a variety of businesses, including high-rise office buildings, banks, universities, and other facilities.

(b) Annually, Respondent, in conducting its operations described above in paragraph 2(a), purchased and received at its Englewood, Colorado facility, goods valued in excess of \$50,000 directly from points outside the State of Colorado.

3.

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

4.

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

5.

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

Dan Jaster	-	Operations Manager
Viviana Mendoza	-	Human Resources Representative

6.

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

All employees working in buildings of more than 50,000 square feet in the following counties: Adams, Arapahoe, Boulder, Broomfield, Denver, Jefferson and Douglas; excluding clerical employees, management, employees, sales personnel, guards and supervisors as defined in the National Labor Relations Act.

(b) Since at least July 1, 2012, and at all material times, Respondent has recognized the Union as the exclusive collective-bargaining representative of the Unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which was effective from July 1, 2012 through July 2, 2016.

(c) At all times since at least July 1, 2012, the Union has been the exclusive collective-bargaining representative of the Unit based on Section 9(a) of the Act.

7.

(a) Since about October 16, 2015, the Union has requested by email that Respondent furnish or allow the Union access to the following information:

- -Full payroll reports that include for all employees name, unique identifier, job title, union membership status, wage rate, hours worked, location(s) worked, overtime rate, overtime worked, hire date, and dues paid;
- -Building lists of all Union and non-Union buildings in the Denver metro, as designated by the Master Contract Article 1, Section G, with reports of additions and losses of buildings within the same period, and addresses for all buildings.

(b) The information requested by the Union, as described above in paragraph 7(a), is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(c) Since about October 16, 2015, Respondent has failed and refused to furnish the Union with the information requested by it as described above in paragraph 7(a).

8.

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

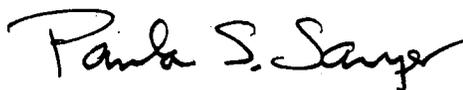
9.

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

**NO HEARING OR ANSWER**

Because Respondent has previously agreed that all the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to the Complaint, no Answer is required and no hearing is necessary.

Dated: September 14, 2016



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PAULA S. SAWYER  
REGIONAL DIRECTOR  
NATIONAL LABOR RELATIONS BOARD  
REGION 27  
Byron Rogers Federal Office Building  
1961 Stout Street, Suite 13-103  
Denver, CO 80294

Attachments

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UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 27

ABLE BUILDING MAINTENANCE

and

Case 27-CA-168632

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 105

**AFFIDAVIT OF SERVICE OF COMPLAINT BASED ON BREACH OF AFFIRMATIVE  
PROVISIONS OF SETTLEMENT AGREEMENT**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **September 14, 2016**, I served the above-entitled document(s) by **certified mail and regular mail** upon the following persons, addressed to them at the following addresses:

Elizabeth Griffiths, Director of Finance  
Service Employees International Union,  
Local 105  
2525 W. Alameda Ave.  
Denver, CO 80219-3047  
**CERTIFIED MAIL**

Richard Rosenblatt, Esq.  
Rosenblatt & Gosch, PLLC  
8085 E. Prentice Ave.  
Greenwood Village, CO 80111  
**REGULAR MAIL**

Daniel Jaster  
ABLE Building Maintenance  
4251 S. Natches Ct.  
Unit C  
Englewood, CO 80110-8603  
**CERTIFIED MAIL**

Charles L. Thompson, Esq.  
Ogletree, Deakins, Nash,  
Smoak & Stewart, PC  
Steuart Tower  
One Market Plz., Ste.1300  
San Francisco, CA 94105-1101  
**REGULAR MAIL**

September 14, 2016

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Date

Monika Kurschen,  
Designated Agent of NLRB

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Name

/s/ Monika Kurschen

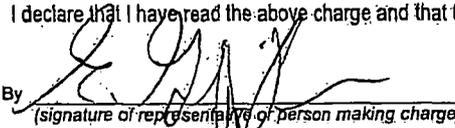
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Signature

## EXHIBIT 2

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER**DO NOT WRITE IN THIS SPACE**Case 27-CA-168632 Date Filed 1/28/2016**INSTRUCTIONS:**

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

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer ABLE Building Maintenance	b. Tel. No. 303-680-3713
	c. Cell No. 303-579-9816
	f. Fax No.
d. Address (Street, city, state, and ZIP code) 4251 S Natches Ct, Unit C Englewood, CO 80110	e. Employer Representative Dan Jaster
	g. e-Mail djaster@ableserv.com
	h. Number of workers employed 400
i. Type of Establishment (factory, mine, wholesaler, etc.) janitorial/property services	j. Identify principal product or service janitorial services
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) <u>5</u> of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)  Since on or about October 2015, the Employer has failed and refused to provide the Union with relevant and necessary information related to a payroll review. Such payroll review is being conducted as part of the Union's contractual obligation to police and enforce the provisions of the collective bargaining agreement.	
3. Full name of party filing charge (If labor organization, give full name, including local name and number) Service Employees International Union, Local 105	
4a. Address (Street and number, city, state, and ZIP code) 2525 W Alameda Ave Denver, CO 80219	4b. Tel. No. 303-698-7963
	4c. Cell No.
	4d. Fax No.
	4e. e-Mail bgriffiths@seiu105.org
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization). Service Employees International Union	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
By  (signature of representative of person making charge)	Elizabeth Griffiths, Director of Finance (Print/type name and title or office, if any)
	Tel. No. 303-727-8037
	Office, if any, Cell No. 503-781-3608
	Fax No.
	e-Mail bgriffiths@seiu105.org
Address 2525 W Alameda Ave, Denver CO 80219	1/27/16 (date)

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

## PRIVACY ACT STATEMENT

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

DENVER, CO 80294

2016 JAN 27 PM 4: 36

NATIONAL LABOR  
RELATIONS BOARD  
REGION 27

## EXHIBIT 3



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 27  
Byron Rogers Federal Office Building  
1961 Stout Street, Suite 13-103  
Denver, CO 80294

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (303)844-3551  
Fax: (303)844-6249



Download  
NLRB  
Mobile App

January 29, 2016

Daniel Jaster  
ABLE Building Maintenance  
4251 S. Natches Ct.  
Unit C  
Englewood, CO 80110-8603

Re: ABLE Building Maintenance  
Case 27-CA-168632

Dear Mr. Jaster:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

**Investigator:** This charge is being investigated by Field Attorney ANGIE BERENS whose telephone number is (303)844-6627. If this Board agent is not available, you may contact Deputy Regional Attorney LETICIA PENA whose telephone number is (303)844-6629.

**Right to Representation:** You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, [www.nlr.gov](http://www.nlr.gov), or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

**Presentation of Your Evidence:** We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent.

Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

**Procedures:** We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, [www.nlr.gov](http://www.nlr.gov). However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, [www.nlr.gov](http://www.nlr.gov) or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

/s/ Leticia Peña

LETICIA PEÑA  
Acting Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

Revised 3/21/2011

## NATIONAL LABOR RELATIONS BOARD

## QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

CASE NUMBER

27-CA-168632

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

2. TYPE OF ENTITY

[ ] CORPORATION [ ] LLC [ ] LLP [ ] PARTNERSHIP [ ] SOLE PROPRIETORSHIP [ ] OTHER (Specify)

3. IF A CORPORATION or LLC

A. STATE OF INCORPORATION  
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled, or manufactured, or nature of services performed)

7. A. PRINCIPAL LOCATION:

B. BRANCH LOCATIONS:

8. NUMBER OF PEOPLE PRESENTLY EMPLOYED:

A. Total:

B. At the address involved in this matter:

9. DURING THE MOST RECENT (Check appropriate box): [ ] CALENDAR YR [ ] 12 MONTHS or [ ] FISCAL YR (FY dates)

YES NO

A. Did you provide services valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.  
\$B. If you answered no to 9A, did you provide services valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.  
\$

C. If you answered no to 9A and 9B, did you provide services valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$

D. Did you sell goods valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$

E. If you answered no to 9D, did you sell goods valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.  
\$

F. Did you purchase and receive goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$

G. Did you purchase and receive goods valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$

H. Gross Revenues from all sales or performance of services (Check the largest amount):  
[ ] \$100,000 [ ] \$250,000 [ ] \$500,000 [ ] \$1,000,000 or more If less than \$100,000, indicate amount.

I. Did you begin operations within the last 12 months? If yes, specify date: \_\_\_\_\_

10 ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

[ ] YES [ ] NO (If yes, name and address of association or group).

11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

## PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings and litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

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

**ABLE BUILDING MAINTENANCE**

Charged Party

and

**SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 105**

Charging Party

**Case 27-CA-168632**

**AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER**

I, the undersigned employee of the National Labor Relations Board, state under oath that on January 29, 2016, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Daniel Jaster  
ABLE Building Maintenance  
4251 S. Natches Ct.  
Unit C  
Englewood, CO 80110-8603

January 29, 2016

\_\_\_\_\_  
Date

Scott D. Young,  
Designated Agent of NLRB

\_\_\_\_\_  
Name

/s/ Scott D. Young

\_\_\_\_\_  
Signature

## EXHIBIT 4

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

IN THE MATTER OF

ABLE Building Maintenance

Case 27-CA-168632

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

**POSTING OF NOTICE** — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in conspicuous places including all places where notices to employees are customarily posted, in all buildings covered by the parties' current collective bargaining agreement. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

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

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

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

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

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

Yes

CT/PAK  
Initials

No

\_\_\_\_\_  
Initials

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

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

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

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

<b>Charged Party</b> ABLE Building Maintenance		<b>Charging Party</b> Service Employees International Union, Local 105	
By: Name and Title Charles L. Thompson COUNSEL	Date 6/27/2016	By: Name and Title /s/ Elizabeth Griffiths Director of Finance + Administration	Date 6/28/16
Recommended By: Angie Berens ANGIE BERENS, Field Attorney	Date 6/28/16	Approved By: Paul S. Savage Regional Director, Region	Date 6 29 16

## EXHIBIT 5

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

**FEDERAL LAW GIVES YOU THE RIGHT TO:**

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

**WE WILL NOT** do anything to prevent you from exercising the above rights.

**WE WILL NOT** refuse to provide Service Employees International Union, Local 105 (Union), with information that is relevant and necessary to the performance of its role as your bargaining representative.

**WE WILL** provide the Union with the information it requested on October 16, 2015.

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

ABLE Building Maintenance

(Employer)

Dated: 6/27/2016

By: Charles C. Thompson CB Counsel

(Representative)

(Title)

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*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).*

Telephone:

Hours of Operation:

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**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

## EXHIBIT 6

## Berens, Angie

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**From:** Beth Griffiths <bgriffiths@seiu105.org>  
**Sent:** Thursday, February 18, 2016 1:48 PM  
**To:** Berens, Angie  
**Subject:** Fwd: Additional Review

Beth Griffiths  
503.781.3608

Sent from my iPhone

Begin forwarded message:

**From:** Beth Griffiths <bgriffiths@seiu105.org>  
**Date:** October 16, 2015 at 2:30:06 PM MDT  
**To:** Dan Jaster <djaster@ableserve.com>, Viviana Mendoza <viviana.mendoza@ableserve.com>  
**Cc:** Richard Rosenblatt <rosenblatt@cwa-union.org>, Ron Ruggiero <rruggiero@seiu105.org>  
**Subject:** Additional Review

Dear Dan and Viviana:

We have completed our initial review of Able Building Management's records, using a sampling methodology to test payroll records and building lists for compliance with the Master Contract. The information that we have gathered in this process indicates that a number of violations are occurring. This compels us to conduct a more thorough review.

At this time, we are requesting access to the following information for all periods beginning in September 2014 until present:

--Full payroll reports that include for all employees name, unique identifier, job title, union membership status, wage rate, hours worked, location(s) worked, overtime rate, overtime worked, hire date, and dues paid;

-- Building lists of all Union and non-Union buildings in the Denver metro, as designated in the Master Contract Article 1, Section G, with reports of additions and losses of buildings within the same period, and addresses for all buildings.

We understand from prior conversations that this information may not be available in the Colorado office. If that is the case, please provide the correct contact for us in your California office.

Thank you for your cooperation. Please let me know if you have any questions.

Sincerely,

Beth Griffiths

--

Beth Griffiths  
Director of Finance and Administration  
SEIU Local 105

[bgriffiths@seiu105.org](mailto:bgriffiths@seiu105.org)  
303.727.8037 (office)  
503.781.3608 (mobile)

## EXHIBIT 7



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 27  
Byron Rogers Federal Office Building  
1961 Stout Street, Suite 13-103  
Denver, CO 80294

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (303)844-3551  
Fax: (303)844-6249

Agent's Direct Dial: (720)598-7398

June 30, 2016

Daniel Jaster  
ABLE Building Maintenance  
4251 S. Natches Ct., Unit C  
Englewood, CO 80110-8603

Re: ABLE Building Maintenance  
Case 27-CA-168632

Dear Mr. Jaster:

Enclosed is a conformed copy of the Settlement Agreement in the above matter which was approved on June 29, 2016. This letter discusses what the Employer needs to do to comply with the Agreement.

**Post Notice:** Enclosed are 12 copies of the Notice to Employees (12 in English and 12 in Spanish). In compliance with the Agreement, a responsible official of the Employer, not the Employer's attorney, must sign and date the Notices before posting them. The Notices should be posted for 60 consecutive days at the Employer's place of business, in all buildings covered by the parties' current collective bargaining agreement. The Notices are to be posted in conspicuous places including all places where notices to employees are customarily posted. The Employer must take reasonable steps to ensure that the Notices are not altered, defaced or covered by other material. If additional Notices are required, please let me know. During the posting period, a member of the Regional Office staff may visit the Employer's facility/facilities to inspect the Notices.

**Certification of Compliance:** Certification of Compliance forms are also enclosed. Certification of Compliance Part One should be completed and returned by not later than July 13, 2016 with one signed and dated original Notice. The Certification of Compliance Part Two should be completed and returned by not later than July 15, 2016. If the Certifications of Compliance and signed Notice are returned via e-file or e-mail, no hard copies of the Certifications of Compliance or Notice are required.

**Remedial Actions:** The Agreement obligates the Employer to provide to the union the information it requested on October 16, 2015. The information should be provided no later than July 15, 2016.

Please read all the terms of the Settlement Agreement and Notice carefully, as the Employer will be expected to comply with all such provisions. If you have any questions or if I can assist you, please let me know.

**Closing the Case:** When all the affirmative terms of the Settlement Agreement have been fully complied with and there are no reported violations of its negative terms, you will be notified that the case has been closed on compliance. Timely receipt of the signed and dated Notice to Employees and the Certifications of Compliance will assist the Region in closing the case in a timely manner.

Very truly yours,

/s/ Erika K. Bailey

Erika K. Bailey  
Compliance Officer

Enclosures: Copy of Conformed Settlement Agreement  
Notices to Employees  
Certifications of Compliance

cc: Charles L. Thompson, Attorney  
Ogletree, Deakins, Nash, Smoak and  
Stewart, PC  
Steuart Tower  
One Market Plaza, Suite 1300  
San Francisco, CA 94105

Richard Rosenblatt, Esq.  
Rosenblatt and Gosch, PLLC  
8085 E. Prentice Ave.  
Greenwood Village, CO 80111

## EXHIBIT 8

**Berens, Angie**

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**From:** Bailey, Erika K.  
**Sent:** Tuesday, July 26, 2016 3:08 PM  
**To:** 'Thompson, Charles L.'  
**Subject:** RE: ABLE Building Maintenance 27-CA-168632

**Importance:** High

Mr. Thompson,

To this day I have not received the Employer's remedial evidence. Evidence of compliance was due in this office on July 13 and July 15, 2016. I will discuss the matter with the Regional Director unless the evidence of compliance is received by Thursday, 7/28/16.

Regards,  
Erika Bailey

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**From:** Thompson, Charles L. [mailto:Charles.Thompson@ogletreedeakins.com]  
**Sent:** Tuesday, July 19, 2016 3:29 PM  
**To:** Bailey, Erika K. <Erika.Bailey@nlrb.gov>  
**Subject:** RE: ABLE Building Maintenance 27-CA-168632

Will double check in just a few.

Thank you.

**Charles L. Thompson | Ogletree, Deakins, Nash, Smoak & Stewart, P.C.**  
Steuart Tower, One Market Plaza, Suite 1300 | San Francisco, CA 94105 | Telephone: 415-442-4810 | Fax: 415-442-4870  
[charles.thompson@ogletreedeakins.com](mailto:charles.thompson@ogletreedeakins.com) | [www.ogletreedeakins.com](http://www.ogletreedeakins.com) | [Bio](#)

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**From:** Bailey, Erika K. [mailto:Erika.Bailey@nlrb.gov]  
**Sent:** Tuesday, July 19, 2016 2:28 PM  
**To:** Thompson, Charles L.  
**Subject:** ABLE Building Maintenance 27-CA-168632

Dear Mr. Thompson,

Unless I've overlooked an e-mail or mail, I don't seem to have evidence of posting nor do I have evidence that the information was provided. Please ask your client to provide the documents as soon as possible.

Regards,  
Erika Bailey

*Erika Bailey, Compliance Officer  
National Labor Relations Board - Region 27 Denver  
Byron Rogers Federal Office Building  
1961 Stout Street, Suite 13-103  
Denver, CO 80294*

*Office: (303) 844-3551  
Direct: (720) 598-7398  
Fax: (303) 844-6249*

*This transmission is intended only for the proper recipient(s). It is confidential and may contain attorney-client privileged information. If you are not the proper recipient, please notify the sender immediately and delete this message. Any unauthorized review, copying, or use of this message is prohibited.*

## EXHIBIT 9



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 27  
Byron Rogers Federal Office Building  
1961 Stout Street, Suite 13-103  
Denver, CO 80294

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (303)844-3551  
Fax: (303)844-6249  
Direct Dial: (720)598-7398

July 29, 2016

Via E-Mail ([Charles.thompson@ogletreedeakins.com](mailto:Charles.thompson@ogletreedeakins.com)) and regular Mail

Charles L. Thompson, Attorney  
Ogletree, Deakins, Nash, Smoak & Stewart, PC  
Steuart Tower  
One Market Plaza, Ste.1300  
San Francisco, CA 94105-1101

Re: ABLE Building Maintenance  
Case 27-CA-168632

Dear Mr. Thompson:

This letter is a follow-up to my e-mails to you, most recently on July 19 and July 26, 2016, regarding the Respondent's compliance obligation pursuant to the June 29, 2016, approved Settlement Agreement in the above-referenced case. Specifically, to my knowledge the Respondent has not yet complied with any of the provisions that are encompassed by the Settlement Agreement. With letter dated June 30, 2016, the Employer was asked to post the Notice to Employees by no later than July 13, 2016, and provide evidence of posting. In the same letter, the Employer was asked to provide the requested information to the Union by no later than July 15, 2016, and furnish evidence that this has been accomplished. The Certifications of Compliance and a copy of the signed and dated Notice are overdue in this office.

Please be reminded that the Settlement Agreement in this case states that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practice. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that the allegations of the aforementioned Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that may be raised before the Board is whether the

Charged Party defaulted on the terms of this Settlement Agreement. Please take this as an urgent reminder that your client is in non-compliance with the remedial terms listed above.

Please let me know if you have any questions.

Sincerely,

/s/ Erika K. Bailey

Erika K. Bailey  
Compliance Officer

## EXHIBIT 10



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 27  
Byron Rogers Federal Office Building  
1961 Stout Street, Suite 13-103  
Denver, CO 80294

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (303)844-3551  
Fax: (303)844-6249

August 4, 2016

Via U.S. Mail and E-Mail ([Charles.Thompson@ogletreedeakins.com](mailto:Charles.Thompson@ogletreedeakins.com))

Charles L. Thompson, Attorney  
Ogletree, Deakins, Nash, Smoak & Stewart, PC  
Steuart Tower  
One Market Plaza, Ste.1300  
San Francisco, CA 94105-1101

Re: ABLE Building Maintenance  
Case 27-CA-168632

Dear Mr. Thompson:

The Region's Compliance Officer reminded you with e-mails dated July 19, July 26, and July 29, 2016, that the Employer has not yet provided any evidence of compliance pursuant to the June 29, 2016 approved Settlement Agreement in the above-referenced case. Specifically, with letter dated June 30, 2016, the Employer was asked to post the Notice to Employees, in English and Spanish, by no later than July 13, 2016, and provide evidence of posting via the Certification of Compliance Part One. In the same letter, the Employer was asked to provide the information that SEIU, Local 105, requested on October 16, 2015, by no later than July 15, 2016, and furnish evidence via the Certification of Compliance Part Two that this has been accomplished. The Certifications of Compliance and an original signed and dated Notice to Employees, in English and Spanish, are overdue in this office.

Please be reminded that the Settlement Agreement in this case states that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified in the Settlement Agreement's Scope of Agreement section, as well as filing and service of the charge, commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practice. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and

that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations.

Please take this as the Regional Director's notice that your client is in non-compliance with the remedial terms listed above. If, by close of business **Thursday, August 18, 2016**, you have not provided evidence of compliance pursuant to the Settlement Agreement approved on June 29, 2016, this Office will issue a Complaint in this matter. Please contact Compliance Officer Erika Bailey at (720) 598-7398 or [Erika.bailey@nlrb.gov](mailto:Erika.bailey@nlrb.gov) if you have any questions.

Very truly yours,

/s/ Paula S. Sawyer

Paula S. Sawyer  
Regional Director

**EXHIBIT 11**





**CERTIFICATION OF COMPLIANCE**

**(PART ONE)**

RE: ABLE Building Maintenance  
Case 27- CA - 168632

**Physical Posting**

The signed and dated Notice to Employees in the above matter was posted on (date) \_\_\_\_\_ at the following locations: (List specific places of posting, to include address, Bldg, # or name, and floor/room)

108-004	Brocade	4 Brocade Pkwy Broomfield, CO 80021 1 <sup>st</sup> floor janitor room
108-020	363 Centennial	363 Centennial Parkway Dr Louisville, CO 80027 – 1 <sup>st</sup> floor janitor room
108-028	Maroon #5	9540 Maroon Circle Englewood, CO 80012 – 1 <sup>st</sup> floor
108-060	Aligent Englewood	9780 S. Meridan Englewood, CO 80112 5 <sup>th</sup> floor
108-102	All State	10002 Park Meadows Drive Lone Tree, CO 80124 – 1 <sup>st</sup> floor
108-122	Tabor Center	1200 17th Street Aurora, CO 80202 Basement
108-123	Liberty Media	12300 Liberty Media Blvd Englewood, CO 80112 – 1 <sup>st</sup> floor
108-170	Wells Fargo Center	1700 Lincoln St Denver, CO 80202 Garage B level janitorial office
108-171	Direct TV	161 Inverness Drive Englewood, CO 80112 – Lower Level
108-200	First Data	5575 DTC Pkwy Greenwood Village, CO 80111 – 2 <sup>nd</sup> floor
108-214	Denver West	1546 Cole Blvd Lakewood, CO 80401 Bldg 51 4 <sup>th</sup> floor storage room
108-308	TYCO	14200 E Exposition Aurora, CO 80012 Main floor
108-315	Cherry Creek	3151 S. Vaught Way Aurora, CO 80014 5 <sup>th</sup> floor

108-368	Trimble	10368 Westmore Dr Westminster, CO 80021 – 1 <sup>st</sup> floor
108-391	Ball Aerospace	1600 Commerce St Boulder, CO 80301 T T one
108-391	AMC	9675 W 108th Circle Broomfield 1 <sup>st</sup> floor
108-500	Ball Packing	9300 W 108th Cr Westminster, CO 80021 Lower Level
108-550	Millennium Fin Center	1550 17th Street Denver, CO 80202 / Floor 3 <sup>rd</sup> janitor closet
108-561	Terrace Tower	5619 DTC Parkway Englewood, CO 80111 Lower Level
108-575	5775 DTC Millennium	5775 DTC Blvd Greenwood Village, CO 80111 – 2 <sup>nd</sup> floor
108-616	Atrium 3	6162 S. Willow Drive Greenwood Village, CO 80111 – 3 <sup>rd</sup> floor
108-807	Burns & Wilcox	7807 E Peakveiw Ave Englewood, CO 80111 – 4 <sup>th</sup> floor
108-948	Terrace	5575 DTC Pkwy Greenwood Village, CO 80111 – 1 <sup>st</sup> floor
108-949	4949 Syracuse	4949 Syracuse Denver, CO 80237 3 <sup>rd</sup> floor
108-950	U.S. Bank	950 17th Street Denver, CO 80202 Sub basement

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

**CHARGED PARTY/RESPONDENT**

By: DANIEL J. EASTEN  
Title: DIRECTOR OF OPERATIONS  
Date: 02-3-16

This form should be returned to the Regional Office/Compliance Officer., together with **ONE** original blue/white (legal-size) Notice, dated and signed in the same manner as those posted. If the Certification of Compliance Part One and signed Notice is returned via e-file or e-mail, no hard copies of the Certification of Compliance Part One or Notice are required.

**Berens, Angie**

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**From:** Thompson, Charles L. <Charles.Thompson@ogletreedeakins.com>  
**Sent:** Friday, August 05, 2016 11:09 AM  
**To:** Bailey, Erika K.  
**Subject:** RE: ABLE Building Maintenance 27-CA-168632  
**Attachments:** SKMBT\_C224e16080313290.pdf

Ms. Bailey:

Please see attached.

**Charles L. Thompson | Ogletree, Deakins, Nash, Smoak & Stewart, P.C.**  
Steuart Tower, One Market Plaza, Suite 1300 | San Francisco, CA 94105 | Telephone: 415-442-4810 | Fax: 415-442-4870  
[charles.thompson@ogletreedeakins.com](mailto:charles.thompson@ogletreedeakins.com) | [www.ogletreedeakins.com](http://www.ogletreedeakins.com) | [Bio](#)

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## EXHIBIT 12

**Bailey, Erika K.**

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**From:** Thompson, Charles L. <Charles.Thompson@ogletreedeakins.com>  
**Sent:** Thursday, August 18, 2016 9:00 AM  
**To:** Bailey, Erika K.  
**Subject:** RE: ABLE Building Maintenance 27-CA-168632  
  
**NxGen:** Uploaded

Understood.

**Charles L. Thompson | Ogletree, Deakins, Nash, Smoak & Stewart, P.C.**  
Steuart Tower, One Market Plaza, Suite 1300 | San Francisco, CA 94105 | Telephone: 415-442-4810 | Fax: 415-442-4870  
[charles.thompson@ogletreedeakins.com](mailto:charles.thompson@ogletreedeakins.com) | [www.ogletreedeakins.com](http://www.ogletreedeakins.com) | [Bio](#)

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**From:** Bailey, Erika K. [<mailto:Erika.Bailey@nlrb.gov>]  
**Sent:** Thursday, August 18, 2016 8:00 AM  
**To:** Thompson, Charles L.  
**Subject:** RE: ABLE Building Maintenance 27-CA-168632

Mr. Thompson,

Thank you for following up. If the information was provided, the date and the person to whom the information was given should be listed on the Certification of Compliance Part Two. That document is due here today along with signed copies of the English and Spanish Notice.

Erika Bailey

---

**From:** Thompson, Charles L. [<mailto:Charles.Thompson@ogletreedeakins.com>]  
**Sent:** Thursday, August 18, 2016 8:47 AM  
**To:** Bailey, Erika K. <[Erika.Bailey@nlrb.gov](mailto:Erika.Bailey@nlrb.gov)>  
**Subject:** RE: ABLE Building Maintenance 27-CA-168632

Ms. Bailey:

I am told that Able HAS delivered the information already. Am following up.

**Charles L. Thompson | Ogletree, Deakins, Nash, Smoak & Stewart, P.C.**  
Steuart Tower, One Market Plaza, Suite 1300 | San Francisco, CA 94105 | Telephone: 415-442-4810 | Fax: 415-442-4870  
[charles.thompson@ogletreedeakins.com](mailto:charles.thompson@ogletreedeakins.com) | [www.ogletreedeakins.com](http://www.ogletreedeakins.com) | [Bio](#)

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**From:** Bailey, Erika K. [<mailto:Erika.Bailey@nlrb.gov>]  
**Sent:** Wednesday, August 17, 2016 8:49 AM  
**To:** Thompson, Charles L.  
**Subject:** RE: ABLE Building Maintenance 27-CA-168632

Mr. Thompson,

The Union's attorney informed me that the requested information has still not been provided to SEIU, Local 105. In that regard, I am still waiting to receive evidence of compliance via the completed Certification of Compliance Part Two. In addition, to this day we have not received signed and dated legal-size copies of the English and Spanish Notice to Employees. All of the remedial

evidence is due in our office no later than August 18, 2016, as indicated in the Regional Director's letter dated August 4, 2016. If the remedial evidence is not in this office by that date, the Region will issue a Complaint as described in the Settlement Agreement and the Regional Director's letter.

I am looking forward to receive the Employer's evidence of compliance as soon as possible.

Erika Bailey

**From:** Bailey, Erika K.  
**Sent:** Monday, August 08, 2016 1:01 PM  
**To:** 'Thompson, Charles L.' <[Charles.Thompson@ogletreedeakins.com](mailto:Charles.Thompson@ogletreedeakins.com)>  
**Subject:** RE: ABLE Building Maintenance 27-CA-168632

Mr. Thompson,

Thank you for the posting information. Please forward a legal-size copy of the signed and dated English and Spanish Notice, as well as the completed Certification of Compliance Part Two, reflecting the date and the Union official to whom the requested information was provided.

Erika Bailey

*Erika Bailey, Compliance Officer  
National Labor Relations Board - Region 27 Denver  
Byron Rogers Federal Office Building  
1961 Stout Street, Suite 13-103  
Denver, CO 80294*

*Office: (303) 844-3551  
Direct: (720) 598-7398  
Fax: (303) 844-6249*

**From:** Thompson, Charles L. [<mailto:Charles.Thompson@ogletreedeakins.com>]  
**Sent:** Friday, August 05, 2016 11:09 AM  
**To:** Bailey, Erika K. <[Erika.Bailey@nlrb.gov](mailto:Erika.Bailey@nlrb.gov)>  
**Subject:** RE: ABLE Building Maintenance 27-CA-168632

Ms. Bailey:

Please see attached.

**Charles L. Thompson | Ogletree, Deakins, Nash, Smoak & Stewart, P.C.**  
Steuart Tower, One Market Plaza, Suite 1300 | San Francisco, CA 94105 | Telephone: 415-442-4810 | Fax: 415-442-4870  
[charles.thompson@ogletreedeakins.com](mailto:charles.thompson@ogletreedeakins.com) | [www.ogletreedeakins.com](http://www.ogletreedeakins.com) | [Bio](#)

---

**From:** Bailey, Erika K. [<mailto:Erika.Bailey@nlrb.gov>]  
**Sent:** Thursday, August 04, 2016 3:35 PM  
**To:** Thompson, Charles L.  
**Subject:** ABLE Building Maintenance 27-CA-168632

Please see the attached letter from the Regional Director.

*Erika Bailey, Compliance Officer*

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<ABLE Oct 16, 2015 information request.pdf>

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**EXHIBIT 13**

**CERTIFICATION OF COMPLIANCE**  
**(PART TWO)**

RE: **ABLE Building Maintenance**  
**Case 27-CA-168632**

**Information Provided**

On (date) 7-20-16 / 8-18-16, the Employer provided the information which is the subject of the Settlement Agreement and referenced in the Notice to Employees to (name of Union official)

---

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

**CHARGED PARTY/RESPONDENT**

By: DAVID S. SASEL  
Title: DIRECTOR OF OPERATIONS  
Date: 08-18-16

This form should be returned to the Regional Office/Compliance Officer. If the Certification of Compliance Part Two is returned via e-file or e-mail, no hard copy of the Certification of Compliance Part Two is required.

**EXHIBIT 14**

## Berens, Angie

---

**From:** Thompson, Charles L. <Charles.Thompson@ogletreedeakins.com>  
**Sent:** Monday, August 22, 2016 5:29 PM  
**To:** Bailey, Erika K.  
**Subject:** Able Building  
**Attachments:** SKMBT\_C224e16081816440.pdf

**Charles L. Thompson | Ogletree, Deakins, Nash, Smoak & Stewart, P.C.**

Steuart Tower, One Market Plaza, Suite 1300 | San Francisco, CA 94105 | Telephone: 415-442-4810 | Fax: 415-442-4870  
[charles.thompson@ogletreedeakins.com](mailto:charles.thompson@ogletreedeakins.com) | [www.ogletreedeakins.com](http://www.ogletreedeakins.com) | [Bio](#)

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**From:** Thompson, Charles L. [<mailto:Charles.Thompson@ogletreedeakins.com>]  
**Sent:** Tuesday, August 23, 2016 5:43 PM  
**To:** Bailey, Erika K. <[Erika.Bailey@nlrb.gov](mailto:Erika.Bailey@nlrb.gov)>  
**Subject:** RE: Able Building

The email I see is addressed to Maria Socorro Herrera <[sherrera@seiu105.org](mailto:sherrera@seiu105.org)>

**Charles L. Thompson | Ogletree, Deakins, Nash, Smoak & Stewart, P.C.**  
Steuart Tower, One Market Plaza, Suite 1300 | San Francisco, CA 94105 | Telephone: 415-442-4810 |  
Fax: 415-442-4870  
[charles.thompson@ogletreedeakins.com](mailto:charles.thompson@ogletreedeakins.com) | [www.ogletreedeakins.com](http://www.ogletreedeakins.com) | [Bio](#)

---

**From:** Bailey, Erika K. [<mailto:Erika.Bailey@nlrb.gov>]  
**Sent:** Tuesday, August 23, 2016 3:20 PM  
**To:** Thompson, Charles L.  
**Subject:** RE: Able Building

The Charging Party Union has informed me that they have not received any information – not on 7/20/16 and not on 8/18/16.

**From:** Bailey, Erika K.  
**Sent:** Tuesday, August 23, 2016 8:44 AM  
**To:** 'Thompson, Charles L.' <[Charles.Thompson@ogletreedeakins.com](mailto:Charles.Thompson@ogletreedeakins.com)>  
**Subject:** RE: Able Building

Thank you! Please let me know to whom the information was provided (Union official). This information is missing from the Certification.  
Also, I still need copies of the signed and dated Notices (English and Spanish). Please provide this information by the end of the business day.

---

**From:** Thompson, Charles L. [<mailto:Charles.Thompson@ogletreedeakins.com>]  
**Sent:** Monday, August 22, 2016 5:29 PM  
**To:** Bailey, Erika K. <[Erika.Bailey@nlrb.gov](mailto:Erika.Bailey@nlrb.gov)>  
**Subject:** Able Building

**Charles L. Thompson | Ogletree, Deakins, Nash, Smoak & Stewart, P.C.**  
Steuart Tower, One Market Plaza, Suite 1300 | San Francisco, CA 94105 | Telephone: 415-442-4810 |  
Fax: 415-442-4870  
[charles.thompson@ogletreedeakins.com](mailto:charles.thompson@ogletreedeakins.com) | [www.ogletreedeakins.com](http://www.ogletreedeakins.com) | [Bio](#)

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## Berens, Angie

---

**From:** Thompson, Charles L. <Charles.Thompson@ogletreedeakins.com>  
**Sent:** Thursday, August 25, 2016 12:41 PM  
**To:** Bailey, Erika K.  
**Subject:** Re: Able Building

Thanks  
Let's see what I can do.

Sent from my iPhone

On Aug 25, 2016, at 11:40 AM, Bailey, Erika K. <[Erika.Bailey@nlrb.gov](mailto:Erika.Bailey@nlrb.gov)> wrote:

Here it is.

---

**From:** Thompson, Charles L. [<mailto:Charles.Thompson@ogletreedeakins.com>]  
**Sent:** Thursday, August 25, 2016 12:16 PM  
**To:** Bailey, Erika K. <[Erika.Bailey@nlrb.gov](mailto:Erika.Bailey@nlrb.gov)>  
**Subject:** RE: Able Building

Aargh. If you have the Oct. 16 letter handy can you email it to me?

**Charles L. Thompson | Ogletree, Deakins, Nash, Smoak & Stewart, P.C.**  
Steuart Tower, One Market Plaza, Suite 1300 | San Francisco, CA 94105 | Telephone: 415-442-4810 |  
Fax: 415-442-4870  
[charles.thompson@ogletreedeakins.com](mailto:charles.thompson@ogletreedeakins.com) | [www.ogletreedeakins.com](http://www.ogletreedeakins.com) | [Bio](#)

---

**From:** Bailey, Erika K. [<mailto:Erika.Bailey@nlrb.gov>]  
**Sent:** Thursday, August 25, 2016 11:14 AM  
**To:** Thompson, Charles L.  
**Subject:** RE: Able Building

Mr. Thompson,

Union official Maria Socorro Herrera is out of her office, but the Union was able to check the e-mail she received from the Employer. The records that the Employer provided to her are not responsive to the information request dated October 16, 2015.

If the information that is subject to the Settlement Agreement and Notice in the instant case is not provided to Elizabeth Griffiths ([Bgriffiths@seiu105.org](mailto:Bgriffiths@seiu105.org)), the person who requested the information on October 16, 2015, with a copy of all information to me, at [Erika.bailey@nlrb.gov](mailto:Erika.bailey@nlrb.gov), **by the end of the business day (5 p.m. MST)**, I will inform the Regional Director that the Complaint should issue as previously discussed with her.

I will also need, by COB today, a copy of the English and Spanish Notice, signed and dated in the same manner as those that are posted.

Thank you,,  
Erika

## EXHIBIT 15

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**From:** Bailey, Erika K.  
**Sent:** Friday, August 26, 2016 1:10 PM  
**To:** 'Thompson, Charles L.' <[Charles.Thompson@ogletreedeakins.com](mailto:Charles.Thompson@ogletreedeakins.com)>  
**Subject:** RE: Able/SEIU Local 105

Mr. Thompson,

Thank you for the update. I will check with the Union to see if they have indeed the three items that you listed below. With regard to the payroll reports, please cc me on the e-mail when you forward the requested information to the Union.

Erika

---

**From:** Thompson, Charles L. [<mailto:Charles.Thompson@ogletreedeakins.com>]  
**Sent:** Friday, August 26, 2016 12:44 PM  
**To:** Bailey, Erika K. <[Erika.Bailey@nlrb.gov](mailto:Erika.Bailey@nlrb.gov)>  
**Subject:** Able/SEIU Local 105

Ms. Bailey:

The Union has the following information called for by the October 16 letter:

- All employee identifying information, including DOH, wage rates, employee ID #, etc.
- List of Union buildings
- List of nonunion buildings

The only thing missing is "payroll reports," although I'm not sure what payroll information for which the union is looking. Regardless, I have taken over getting the information from corporate. The Company just switched over to ADP and, well, the transition is not going as smoothly as promised. Nevertheless, corporate knows this is important and I will have the payroll info early next week and personally will email it to the union.

Charles

**Charles L. Thompson | Ogletree, Deakins, Nash, Smoak & Stewart, P.C.**  
Steuart Tower, One Market Plaza, Suite 1300 | San Francisco, CA 94105 | Telephone: 415-442-4810 | Fax: 415-442-4870  
[charles.thompson@ogletreedeakins.com](mailto:charles.thompson@ogletreedeakins.com) | [www.ogletreedeakins.com](http://www.ogletreedeakins.com) | [Bio](#)

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**EXHIBIT 16**

RE: ABLE BUILDING MAINTENANCE,  
CASE No. 27-CA-168632

**AFFIDAVIT OF LUIS SANCHEZ**

I, Luis Sanchez, being first duly sworn upon oath, depose and say:

1. I am employed by SEIU Local 105 ("Local 105") in the position of Financial Specialist. I have held this position since August 31, 2015.
2. Among others, SEIU Local 105 is the bargaining representative for a unit of full-time and part-time employees employed by janitorial contractor ABLE Building Maintenance ("ABLE") as janitorial employees at various commercial office buildings.
3. ABLE and Local 105 have been parties to collective bargaining agreements covering this unit of employees. The collective bargaining agreement in effect at the time that Local 105 filed the unfair labor practice charge was effective July 1, 2012 through July 2, 2016. A new collective bargaining agreement was negotiated and has been in effect since July 2, 2016 and continues until July 5, 2020.
4. The 2012-2016 CBA and the current CBA both have provisions granting Local 105 the right to do a full payroll review for relevant and necessary information about the unit employees, including the accuracy of the seniority dates, wage rates, wages and overtime paid and union dues deducted.
5. As Financial Specialist, my duties include conducting these payroll reviews.
6. In July 2015, Local 105, pursuant to its rights under Article 23 of the CBA and the NLRA requested a payroll review of Union and non-Union employees in the Denver metro market.
7. As is our practice with such payroll reviews, Local 105 initially conducts a sampling and then if that sample shows a sufficient number of errors and issues, we move forward with a full payroll review of all employees.

8. A payroll review includes review of the following for each employee and individuals that categorize as first line supervisors in the requested period: hire date, pay stubs for each and every payroll period, list of all buildings cleaned by ABLE within the jurisdiction of Local 105 and a list of ABLE employees and first line supervisors working in each of the listed buildings.
9. ABLE agreed to the initial payroll review. It was conducted on September 23 and 24, 2015. After reviewing that sampling of union and non-union employees, we discovered a number of errors and issues related to wages, overtime and dues deduction.
10. Therefore, on October 16, 2015, Local 105 requested a full payroll review. On October 19, 2015, Local 105 filed a grievance over the errors it had discovered. (copy attached as Ex. 1)
11. In November 13, 2015, in response to a request from ABLE, Local 105 sent the documents showing the errors and issues that we had discovered that warranted the grievance and the full payroll review.
12. On November 16, 2015, ABLE, through Dan Jaster, said that he had received the information and he would go through it and get back to us.
13. We heard nothing more. On January 11, 2016, Local 105 requested a "complete payroll review to determine the full extent of the contract violations." (Copy of request attached as Ex. 2).
14. We did not receive a response to this request. So, on January 28, 2016, Local 105 filed an unfair labor practice alleging that ABLE had violated Section 8(a)(5) and (1) by not providing requested relevant and necessary information.
15. On or about June 2016, ABLE settled the unfair labor practice charge by agreeing to comply with the complete payroll review for the requested period.
16. On July 11, 2016, pursuant to the charge and settlement, Local 105 requested "access to all payroll records for all Union and non-Union employees in the Denver metro market, as well

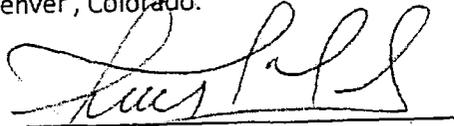
as building lists of Union and non-Union buildings in the market” for the past 12 calendar months. (Copy attached as Ex. 3).

17. In August 2016, pursuant to its obligations under the 2016-2020 CBA, ABLE provided a list of then current Union and non-union buildings within the jurisdiction of Local 105. They also provided a list of then current union employees. Also, under the 2016-2020 CBA ABLE has been providing the dues of employees on a monthly basis.

18. None of this information complies with the requested complete payroll review that Local 105 had requested, and under the settlement agreement ABLE had agreed to provide for the following reasons:

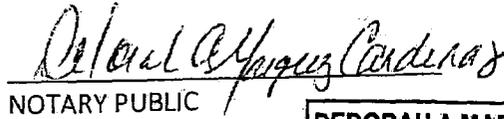
- a. The information does not include the building lists of union and non-union buildings within Local 105's jurisdiction for the period September 2014-October 2015 (or even up through July 2016), the requested period. Contractors, including ABLE, are often losing and gaining the contract to perform the janitorial services on buildings. So, we have no idea if a building list from August 2016 accurately reflects the buildings that ABLE had a contract to clean in the requested period.
- b. The information does not include the employees' payroll information for the requested period.
- c. ABLE has never provided the requested pay stubs so that we can examine each to determine the hourly rate paid, hours worked and deductions made during each payroll period of the requested period.
- d. The dues reports are insufficient to determine if the Employer is paying the correct wages. In fact, as part of our payroll review, we compare the requested payroll stubs with the dues information to determine the accuracy of the dues information. Without the requested payroll pay stubs, we cannot determine such compliance.

Signed this day, October 20, 2016 at Denver , Colorado.

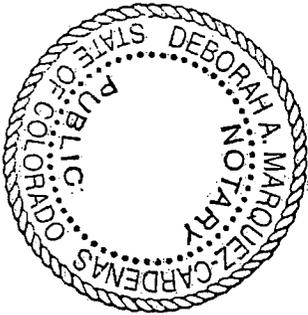


Luis Sanchez

Subscribed and sworn to me on this 20<sup>th</sup> day of October 2016.



NOTARY PUBLIC



My Commission Expires:

<b>DEBORAH A MARQUEZ-CARDENAS</b> <b>NOTARY PUBLIC</b> <b>STATE OF COLORADO</b> <b>NOTARY ID 20074019266</b> <b>MY COMMISSION EXPIRES 12/02/2019</b>
--

Ex. 1



RON RUGGIERO  
President/Presidente

E'SHAL "SHELLY" FOWLKES  
Secretary Treasurer/  
Secretaria Tesorera

PATRICIA ROBLES  
Property Service Vice President/  
Vicepresidente de  
Servicios a la Propiedad

REBECCA "BECKY" TORRES  
Healthcare Vice President/  
Vicepresidente de  
Cuidado de la Salud

LOCAL 105  
SERVICE EMPLOYEES  
INTERNATIONAL UNION  
CLC

2525 W. Alameda Ave.  
Denver, CO 80219  
303.698.7963  
FAX: 303.698.2626



TO: Dan Jaster, ABLE Building Maintenance  
CC: Ron Ruggiero, Richard Rosenblatt, Lucia Melgarejo  
DATE: October 19, 2015  
FROM: Beth Griffiths, SEIU Local 105

Dear Dan:

I file this grievance on behalf of all of the employees in the SEIU Local 105 bargaining unit.

As you know, on September 23 and 24, 2015, pursuant to Article 23(B), SEIU Local 105 began an audit of ABLE Building Maintenance's ("ABLE") compliance with the parties' collective bargaining agreement. Beginning on September 30, after reviewing the records received on September 23 and 24, we discovered the following violations of the parties' collective bargaining agreement ("CBA").

1. ABLE has failed to pay employees the correct wage rate for all hours worked in violation of Appendix A of the CBA.
2. ABLE has wrongfully removed employees from work locations without notification, pursuant to Article 7(D) of the CBA.
3. ABLE has failed to deduct dues and fees from employee paychecks and remit to Local 105 in violation of Article 6 of the CBA.
4. ABLE has failed to provide Local 105 with required information concerning buildings within the Local's jurisdiction in violation of Article 1, Sections C and G of the CBA.
5. ABLE has failed to pay employees the full costs during transportation from work site to another work site in violation of Article 9(k) of the CBA.
6. ABLE has failed to convert employees to full time status and schedules in covered buildings of 250,000 square feet or more in zones Downtown and 1-4. This violates Article 25 of the CBA.

To remedy the violations concerning the wage rates, transportation fees, full-time status and dues deduction, Local 105 requests that the employees and the Union be made whole for one year prior to September 30, 2015 and further that ABLE pay the penalties, as set forth in Article 24, Section B.

As for the violations concerning failure to provide the information, Local 105 requests that ABLE provide such information. Also, please consider this the notice of such failure pursuant to Article 1(G). Therefore, if ABLE fails to provide this information within five working days of receipt of this grievance, then to remedy that violation, Local 105 requests that ABLE pay \$50 per day to the Education Fund for each day after the end of the five working days until such date that ABLE provides the required information to Local 105.

**LOCAL 105**



**SEIU**

**Stronger Together**

RON RUGGIERO  
President/Presidente

E'SHAL "SHELLY" FOWLKES  
Secretary Treasurer/  
Secretaria Tesorera

PATRICIA ROBLES  
Property Service Vice President/  
Vicepresidente de  
Servicios a la Propiedad

REBECCA "BECKY" TORRES  
Healthcare Vice President/  
Vicepresidente de  
Cuidado de la Salud

As you know, our record review was not completed due to the amount of information necessary to review and the information that was not available or provided at ABLE's Denver offices. Therefore, we reserve the right to add to this grievance if any other violations are discovered. Also, upon its full completion, we will provide you with the exact amounts owed to each employee and to Local 105.

Sincerely,

Beth Griffiths  
Director of Finance and Administration  
SEIU Local 105

LOCAL 105  
SERVICE EMPLOYEES  
INTERNATIONAL UNION  
CLC

2525 W. Alameda Ave.  
Denver, CO 80219  
303.698.7963  
FAX: 303.698.2626

Ex 2



To: Able Building Maintenance  
4251 S. Natches Court, Unit C. Englewood, CO 80110  
Attn: Dan Jaster  
From: SEIU Local 105  
Re: In-Depth Review of Records  
Date: January 11, 2016

RON RUGGIERO  
President/Presidente

E'SHAL "SHELLY" FOWLKES  
Secretary Treasurer/  
Secretaria Tesorera

PATRICIA ROBLES  
Property Service Vice President/  
Vicepresidente de  
Servicios a la Propiedad

REBECCA "BECKY" TORRES  
Healthcare Vice President/  
Vicepresidente de  
Cuidado de la Salud

Dear Dan,

I write this letter because we have not received any response on our request to conduct a more in-depth review of ABLE's records.

As you will remember, pursuant to Article 23B of the contract, the Union requested a payroll review. Under this payroll review, which we conducted at ABLE's offices on September 23, and 24, 2015, we used samplings to determine whether a complete review of all payroll records would be necessary.

That sampling provided evidence of numerous violations of ABLE's obligations under the collective bargaining agreement. In light of that, the Union filed a class action grievance on October 19th. In light of what was discovered in the sampling and the pending class action grievance, on October 29th the Union requested a complete payroll review in order to determine the full extent of the contract violations.

On November 9th, ABLE requested supporting documents, and those documents were provided to ABLE on November 13th. On November 16, 2015, ABLE notified the Union that the documents were going to be reviewed and ABLE would respond as soon as possible. But ABLE did not respond. On December 1, 2015, SEIU Local 105 requested an update on when the Union could perform the full payroll review. However, no response has been received from ABLE.

LOCAL 105  
SERVICE EMPLOYEES  
INTERNATIONAL UNION  
CLC

2525 W. Alameda Ave.  
Denver, CO 80219  
303.698.7963  
FAX: 303.698.2626



RON RUGGIERO  
President/Presidente

E'SHAL "SHELLY" FOWLKES  
Secretary Treasurer/  
Secretaria Tesorera

PATRICIA ROBLES  
Property Service Vice President/  
Vicepresidente de  
Servicios a la Propiedad

REBECCA "BECKY" TORRES  
Healthcare Vice President/  
Vicepresidente de  
Cuidado de la Salud

I want to emphasize that this full payroll review is necessary to full remedy the bargaining unit for all contract violations alleged in the grievance. Please respond immediately when we can perform the full payroll review. If we do not hear from you by the end of the day on Friday, January 15, 2016, we will treat that as a refusal to provide this relevant and necessary information. Thus we will have no choice but to file an unfair labor practice charge with the NLRB.

We also propose to hold the grievance at Step 1 until the complete payroll review is completed. If you do not want that, then SEIU Local 105 is prepared to advance the grievance to Step-2. Please let me know.

If you have any other questions regarding this review of your records, please feel free to contact me via phone or email.

Sincerely,

Luis Sanchez  
Financial Specialist  
SEIU Local 105

LOCAL 105  
SERVICE EMPLOYEES  
INTERNATIONAL UNION  
CLC

2525 W. Alameda Ave.  
Denver, CO 80219  
303.698.7963  
FAX: 303.698.2626



Ex. 3



Luis Sanchez <lsanchez@seiu105.org>

---

## Able's Full Review

1 message

---

Luis Sanchez <lsanchez@seiu105.org>

Mon, Jul 11, 2016 at 4:34 PM

To: Dan Jaster <djaster@ableserve.com>

Cc: Beth Griffiths <bgriffiths@seiu105.org>, Richard Rosenblatt <rosenblatt@cwa-union.org>

Dear Dan,

Pursuant to the charge made by the NLRB, SEIU Local 105 seeks to schedule a full review of Able's payroll for the past 12 calendar months as soon as possible. For this review, Able should provide access to all payroll records for all Union and non-Union employees in the Denver metro market, as well as building lists of Union and non-Union buildings in the market. This review needs to be scheduled by July 20, 2016, with the field work to be completed by August 15, 2016. We anticipate that this field work will take 5-7 business days to complete on premise at your offices in Denver. Alternatively, you may provide the Union with access to the documents electronically, in which case we will not need to come to your offices. We look forward to your prompt attention to this matter.

Sincerely,

**Luis Sanchez**  
Financial Specialist  
SEIU Local 105  
2525 W. Alameda Ave.  
Denver, CO 80219

Direct/Fax: 303-727-8025

lsanchez@seiu105.org

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

**ABLE BUILDING MAINTENANCE**

**and**

**Case 27-CA-168632**

**SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 105**

**CERTIFICATE OF SERVICE OF: MOTION TO TRANSFER PROCEEDING TO THE BOARD AND  
MOTION FOR DEFAULT JUDGEMENT**

I, the undersigned employee of the National Labor Relations Board, state under oath that on December 5, 2016, I served the above -entitled document(s ) by e-mail, e-file and regular mail upon the following persons, addressed to them at the following addresses:

National Labor Relations Board  
Gary Shinnors, Executive Secretary  
1015 Half Street SE  
Washington, DC 20570  
**E-File**    [Gary.Shinnors@nrlb.gov](mailto:Gary.Shinnors@nrlb.gov)

Division of Judges  
National Labor Relations Board  
901 Market, Suite 300  
San Francisco, CA 94103  
**E-Mail**

Richard Rosenblatt, Attorney at Law  
Richard Rosenblatt and Associates, LLC  
8085 East Prentice Avenue  
Greenwood Village, CO 80111  
**Regular Mail**

Charles L. Thompson, Esq.  
Ogletree, Deakins, Nash, Smoak & Stewart, PC  
Steuart Tower  
One Market Plz., Ste. 1300  
San Francisco, CA 94105-1101  
E-mail: [Charles.thompson@ogletreedeakins.com](mailto:Charles.thompson@ogletreedeakins.com)

Daniel Jaster  
ABLE Building Maintenance  
4251 S. Natches Ct.  
Unit C  
Englewood, CO 80110-8603  
E-mail: [djaster@ableservice.com](mailto:djaster@ableservice.com)

Elizabeth Griffiths, Director of Finance  
Service Employees International Union, Local 105  
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Monika Kurschen,  
Designated Agent of NLRB

/s/ Monika Kurschen  
Signature

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD

ABLE BUILDING MAINTENANCE

and

Case 27-CA-168632

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 105

CORRECTED CERTIFICATE OF SERVICE OF: MOTION TO TRANSFER PROCEEDING TO  
THE BOARD AND MOTION FOR DEFAULT JUDGEMENT

I, the undersigned employee of the National Labor Relations Board, state under oath that on December 5, 2016, I served the above -entitled document(s ) by e-mail, e-file and regular mail upon the following persons, addressed to them at the following addresses:

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